INVITATION FOR BIDS

Solicitation No. 69056726B000001

Bid Opening Date:
See Page A-3, Block 13A

Project Number: WA NP MORA 11(1),
Project Name: Fryingpan Creek Bridge

QUICK INDEX

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A-1 Notice to Bidders

BID REMINDERS

Electronic bids will not be accepted. Submit printed copy of bid to the address listed on the enclosed SF 1442. Before submitting your bid, please review the following:

- Have you rechecked your bid figures?
- Have you completed the bid schedule?
- Have you completed and signed the *SF 1442, Solicitation, Offer & Award*?
- Have you acknowledged all amendments?
- Have you completed the Representations & Certifications (Page B-1)?
- Is your bid guarantee enclosed in proper form and amount (see FAR Clause 52.228-1), including Power of Attorney affidavit?
- Does the lower left corner of the proposal envelope state "Bid Enclosed"?
- Does the lower left corner include the Solicitation Number and the project number/name?

Solicitation, Offer & Award, Bid Schedule, Contract Clauses, General Wage Decision, Special Contract Requirements, and Plans

This solicitation cites

Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14

This project uses U.S. Customary units of measure

ISSUING OFFICE:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
610 EAST FIFTH STREET
VANCOUVER, WA 98661-3801
Phone: (360) 619-7520
e-mail: wfl.contracts@dot.gov

PROJECT No.	**WA NP MORA 11(1),**	
PROJECT NAME	**Fryingpan Creek Bridge**	
	SCHEDULE A	**SCHEDULE B**
BEGINNING AT	**See Plans**	**See Plans**
ENDING AT	**See Plans**	**See Plans**
LENGTH	**0.27 Miles**	**0.27 Miles**
NATIONAL PARK	**Mount Rainier**	
COUNTY	**Pierce**	
STATE	**Washington**	
FIXED COMPLETION DATE	**See SF1442, Block 11, page A-5**	

Bid/Offer Submittal Checklist

Before submitting your offer, please review the following:	Done?	Is this in the envelope?
Bid Envelope		
Did I correctly address the envelope? (See page A-3, blocks 7 & 8)		
Does the lower left corner of the envelope include the Solicitation Number and the project name/number?		
Pages A-3 & A-4 (*SF 1442, Solicitation Offer & Award*)		
Did I include our firm name and address in block 14?		
Did I include our firm's phone number in block 15?		
Did I include our firm's remittance address in block 16? (Use when different than block 14)		
Did I include my unique entity identifier and my Cage Code?		
Did I include the number & date of all amendments in block 19?		
Did the appropriate official sign/date in block 20A, 20B & 20C?		
Bid Schedule (see page A-7)		
Did I insert "Unit Bid Price" and "Amount Bid" for each bid item?		
Did the appropriate official initial corrections?		
When applicable, did I include the totals for each schedule in the summary page? (See last page of bid schedules.)		
Bid Bond (Standard Form 24) **Bids received without a valid bid bond will be rejected.**		
Did I complete my bid bond correctly?		
Did I include the original?		
Did I attach the Power of Attorney to the bid bond?		
Authority to Sign		
Did I include a completed form for each person signing the SF1442 and Bid Bond?		
Representations & Certifications & FAR Clause		
Did I include the completed B-pages (beginning on B-1)?		
Did I include the completed clause *1252.228-74 Notification of Payment Bond Protection* (See page C-115)?		
System for Award Management (SAM) SAM.gov		
Do we have up-to-date data in SAM?		
Veteran Reporting (FAR Clause 52.222-37)		
If applicable, did I ensure our firm has completed this annual report?		

NOTE: The Contractor is fully responsible to verify that all data is correct each time a offer package is submitted. Failure to properly input and/or update your data may cause the offer to be rejected.

Driving Directions to our Vancouver Washington Office:

Directions to WFLHD

INSTRUCTIONS: When the offeror/principal is a corporation, include this certification with your offer/bid.

Corporate Certificate

I, _____ (name), certify that I am the

_____(title), of the corporation named as

the Offeror/Principal herein;

that _____(name), who signed this

offer and/or bid bond on behalf of _____ (company name) is

_____ (title) of this corporation;

that the offer was duly signed for and on behalf of said corporation by authority and

scope of its governing body, and within the scope of its corporate powers.

_____ (signature) Affix Corporate Seal

_____ (title)

INSTRUCTIONS: When the offeror/principal is a limited liability company, include this certification with your offer/bid.

Limited Liability Certificate

I, _____ (name), certify that I am the

_____(title), of the limited liability company

named as the Offeror/Principal herein;

that _____(name), who signed this

offer and/or bid bond on behalf of _____ (company name) is

_____ (title) of this company;

that the offer was duly signed for and on behalf of said company by authority and

scope of its governing body, and within the scope of its powers.

_____ (signature)

_____ (title)

Affix Company Seal
(as applicable)

INSTRUCTIONS: When the offeror/principal is a partnership, include this certification with your offer/bid.

Authority to Bind Partnership

This certifies that the names and signatures of all partners are listed below, and that the person signing the proposal has the authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership, except as follows:

(State "None" or describe limitations, if any)

_____

_____

_____

_____

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all partners)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTIONS: When the offeror/principal is a joint venture, include this certification with your offer/bid.

Authority to Bind Joint Venture

This certifies that the person signing the proposal has the authority to actually bind the joint venture pursuant to its joint venture agreement, and that each of the named persons listed below individually has full authority to enter into and execute contractual instruments on behalf of said joint venture, except as follows:

(State "None" or describe limitations, if any)

_____

_____

_____

_____

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all applicable individuals)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTIONS: When the offeror/principal is a sole proprietorship, the signature on the offer/bid and on the bonds must be as follows:

Sole Proprietorship Requirement

An Offeror/Principal that is a sole proprietorship must submit an offer/bid and a bond signed by the sole proprietor, or by one duly authorized to sign for the sole proprietor. If the signature is by someone other than the sole proprietor, a copy of the power of attorney authorizing the individual to sign must be provided with the offer/bid.

Bid Bond (See Instructions on Page 3)	Date Bond Executed (Must Not Be Later Than Bid Opening Date)	**OMB Control Number: 9000-0001** **Expiration Date: 1/31/2027**

Principal (Legal Name And Business Address)	Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify)
	State Of Incorporation

Surety(ies) (Name And Business Address)

Penal Sum Of Bond					Bid Identification	
Percent Of Bid Price	Amount Not To Exceed				Bid Date	Invitation Number 69056726B000001
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction, Supplies Or Services) Construction	

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

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Contract Clauses C-1

General Wage Decision D-1

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SPECIAL CONTRACT REQUIREMENTS (SCR)

The following Special Contract Requirements amend and supplement the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14)*, U.S. Department of Transportation, Federal Highway Administration.

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Permits H-1

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NOTICE TO BIDDERS

01/05/26–FP14

THIS PROJECT IS BEING SOLICITED AND AWARDED UNDER FP-14.

The FP-14 is FLH's *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects*. To view the FP-14 electronically go to:

https://highways.dot.gov/federal-lands/specs.

The FP-14 is a dual unit document with U.S. Customary units being the primary unit shown. Metric equivalents are shown in parenthesis.

When submitting bids, drawings, calculations, and other construction documents, use only U.S. Customary units of measure, unless otherwise stated.

I. Project Location

General Location. The project work is located 32 miles North of Packwood, WA in Pierce County. Approximate Global Positioning System (GPS) coordinates for the beginning of the project are 46°53'24.0"N, 121°36'39.3"W.

Project Limits. Signs have not been erected to identify the project limits. No Government personnel will be available for site visits.

GENERAL AND TECHNICAL QUESTIONS REGARDING PROPOSED WORK FOR THIS PROJECT WILL BE ACCEPTED UNTIL 5 BUSINESS DAYS FROM THE DUE DATE.

Refer to page A-5 for information on how to submit questions related to General Information and Technical Information. Answers to General and Technical Questions will be posted at https://sam.gov/workspace/contract/opp/90875035aebf4b27a521e078a9d0a1dc/view

Every attempt to respond to questions will be made. However, response to questions received after the above posted date is not guaranteed.

Multiple Schedules. Bids for the construction of this project are being invited under two bid schedules, designated A and B. Schedule A and Schedule B are not alternate bids. Complete both schedules according to Subsection 102.02 of the special contract requirements. Award of the contract will be made according to Subsection 102.05A.

Electronic Plan Sheets. This solicitation includes electronic plan sheets available at https://sam.gov/workspace/contract/opp/90875035aebf4b27a521e078a9d0a1dc/view

Viewing the Project. This project was pre-advertised in the Notice to Prospective Bidders posted to https://sam.gov/workspace/contract/opp/90875035aebf4b27a521e078a9d0a1dc/view on 09/19/2025 The project may be advertised during a period when viewing of the project may not be possible due to snow. Therefore, prospective Bidders were encouraged to view the project during fall as conditions permitted. No Federal Highway Administration personnel will be available for site visits.

Northeast Entrance/White River Gate in Mt. Rainier is anticipated to open for public access Friday, May 22, 2026 to allow contractor site viewing.

Physical Data. Physical data applicable to this project is listed in Special Contract Requirements Subsection 102.02A – Physical Data.

Representations & Certifications. Submit or update Representations and Certifications online at https://sam.gov/ before bid submittal.

Requests for Information. Requests for technical information (Plan and Division 100 – 700 Specification questions only) about this project will only be accepted in writing (see Block 9 on page A-5).

Price Evaluation Factor. This solicitation contains a Price Evaluation Factor. In accordance with 13 CFR subsection 126.613, we will apply a factor of 10% to an apparent low bid submitted by a large business when we also receive a bid from a HUBZone small business; the 10% factor does not apply to an apparent low bid submitted by a small business.

SF 1442, Solicitation, Offer, and Award. Particular attention should be paid to Standard Form l442, Solicitation, Offer and Award, to assure that Blocks 14, 15, 16, 19, 20A, and 20C are completed correctly. Sign Block 20B according to the instructions in Subsection 102.02. You must submit a completed 'Authority to Sign' document. You must also complete the representations and certifications contained in the Contract Provisions beginning on page B-1. Failure to furnish or complete any of the above may result in your bid being considered nonresponsive and being rejected.

Issuance of this solicitation does not guarantee that an award will be made. Any resulting awards are subject to the availability of funding and the discretion of the awarding entity, including cancellation or amendment based on a determination of change in agency needs.

PLEASE NOTE: FAR Clause 52.211-10, Commencement, Prosecution, and Completion of Work has been removed due to the FAR Overhaul. See the SF-1442 and Block 11 for contract requirements related to the fixed completion date.

Facsimile and email bids, modifications, and withdrawals. Facsimile and email bids are not authorized for this solicitation. Bids may be modified or withdrawn by email, if such notice is received by the time specified for receipt of bids. The Government will not be responsible for any failure attributable to the transmission or receipt of email data. See FAR Provision *52.214-5*, *Submission of Bid*s. EMAIL WFL.Contracts@dot.gov. To confirm receipt, call 360.619.7520.

Fraud Alert. Current and potential U.S. Department of Transportation (DOT) Contractors have recently been receiving fraudulent letters purporting to be issued by DOT. These fraudulent letters request that the Contractors resubmit their banking information to DOT. If you receive such a letter, please DO NOT complete the requested worksheet that is attached to the letters and DO NOT release any information. To register or update information, Contractors are required to go directly through the System for Award Management (SAM) website and never through a third party. You can access SAM at https://sam.gov/.

III. Post Award Information.

Insurance. Insurance requirements are described in Subsection 107.05.

Contractor Performance Evaluations. This office posts performance evaluations in the *Contractor Performance Assessment Reporting System (CPARS);* for additional information, see https://cpars.gov/cparsweb/home. Upon receiving an email notice of evaluation availability, you will have 14-60 days to review the evaluation online and submit comments. If you are unable to access the system, call 360.619.7520 for assistance or for a copy of the evaluation.

IV. Specifications and Permits.

Specifications. This solicitation and subsequent contract are governed by the *Federal Acquisition Regulation (FAR),* agency supplemental regulations, and the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14*. An electronic version may be found at https://highways.dot.gov/federal-lands/specs.

Masterworks. This project requires the Contractor to use the Government's web-based system Masterworks to prepare all "Inspector's Daily Record of Construction Operations" (Contractors Daily Reports) and measurement notes (pay notes). Contractor is required to obtain a Masterworks account, attend a training session on the use of Masterworks and train all additional staff after original training. The Government will provide the Masterworks training session by either a video presentation or live training as determined by the CO. See Section 103 Scope of Work.

Material Sources. Water sources and waste area have not been identified for this project. Secure all permits and clearances for Contractor-located sites and sources. See Subsection 105.02(c).

Contractor Housing. Establishment of contractor housing will be permitted outside the Park at McCullough Seed Orchard. See Subsection 105.04.

Price Adjustment Clause. A price adjustment specification for steel has been included in this contract. See Subsection 109.06A.

Progress Schedules. This project includes new specifications for Prosecution and Progress and for Schedules for Construction Contracts. Carefully review Special Contract Requirements Section 108 - Prosecution and Progress, and Section 155 – Schedules for Construction Contracts.

(This page intentionally left blank)

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF PAGES
	69056726B000001	☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	05/12/2026	1	2

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
		See Blk 10

7. ISSUED BY CODE 690567

Federal Highway Administration
FHWA WESTERN FED LANDS DIVISION
610 E FIFTH STREET
Vancouver WA 98661

8. ADDRESS OFFER TO

Federal Highway Administration
FHWA WESTERN FED LANDS DIVISION
610 E FIFTH STREET
Vancouver WA 98661

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	See Page A-5	360-619-7520

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 no., date)*

This solicitation is designed WA NP MORA 11(1), Fryingpan Creek Bridge

IN STRICT ACCORDANCE WITH:

Federal Acquisition Regulation (FAR) and Transportation Acquisition Regulations (TAR)
General Wage Decision
Special Contract Requirements
Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14

11. The Contractor shall begin performance within 10 calendar days and complete it within * calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See Page A-6.)

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

12b. CALENDAR DAYS: 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1400 *(hour)* local time 06/18/2026 *(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 60 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)*

UEI:

CODE FACILITY CODE

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

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

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 ▶ See Bid Schedule

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
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:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM See Page A-6

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE 690567

Federal Highway Administration
FHWA WESTERN FED LANDS DIVISION
610 E FIFTH STREET
Vancouver WA 98661

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 _____ 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)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Block 9 **FOR GENERAL INFORMATION**, call **360.619.7520** from the hours of 8:00 a.m. to 4:00 p.m. local time or e-mail us at wfl.contracts@dot.gov.

FOR TECHNICAL INFORMATION (plan and specification questions only), requests for technical information about this project will only be accepted in writing. Submit questions via e-mail at wfl.plans-spec@dot.gov.

QUESTIONS/ANSWERS POSTED ONLINE. You can view questions and answers on the Contract Opportunities Website SAM.gov.

- Insert the solicitation number in search box.
- Scroll to the project.
- Make sure you are on the most recent view and look in the right section of the page for the most recent Q&A document.

FOR DAVIS-BACON WAGE RATE INFORMATION go to the U.S. Department of Labor, Branch of Construction Wage Determinations Website: https://www.dol.gov/agencies/whd/government-contracts/construction.

FOR PHYSICAL DATA, See Subsection 102.02A in the Special Contract Requirements for listing of available data. Physical Data will be posted with the solicitation on the SAM.gov website.

Block 11 **COMPLETION DATE:** The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **09/28/2029** for Schedule A and B, subject to such extensions as may be authorized. The time stated for completion shall include final cleanup of the premises. The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **08/04/2026** for Schedule A and B. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

Work shall be completed on or before the date specified above, subject to such extensions as may be authorized by the terms of the contract and the specifications made a part thereof.

Block 12A **PERFORMANCE & PAYMENT BONDS:** See FAR Clause, *52.228-15, Performance and Payment Bonds - Construction* (clauses begin on page C-1) and Subsection 102.06 of the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14, U.S. Customary Units.*

Block 13A **BID OPENING:** Video call link: https://meet.google.com/xgh-hthy-edi Or dial: (US) +1 304-405-6237 PIN: 983 639 621#

Beginning on May 7, 2025, visitors attempting to enter any Department of Transportation owned/leased facility using a driver's license that is not REAL ID-compliant will need to present an alternative form of acceptable identification (See List Below). Department of Transportation employees and contractors will need to ensure that they share this requirement with their visitors/guests prior to scheduling an event or meeting to avoid potential delays or denial of entry.
As an alternative to a REAL ID-compliant driver's license, visitors may use the following forms of identification for building access:

- State-issued Enhanced Driver's License
- U.S. Passport
- U.S. Passport Card
- DHS Trusted Traveler Cards (Global Entry, NEXUS, SENTRI, FAST)
- U.S. Department of Defense ID, including IDs issued to dependents
- Permanent Resident Card
- Border Crossing Card
- An acceptable photo ID issued by a federally recognized, Tribal Nation/Indian Tribe
- HSPD-12 PIV card
- Foreign Government-issued Passport
- Canadian provincial driver's license or Indian and Northern Affairs Canada card
- Transportation Worker Identification Credential (TWIC)
- U.S. Citizenship and Immigration Services Employment Authorization Card (I-766)
- U.S. Merchant Mariner Credential
- Veteran Health Identification Card (VHIC)

Block 13B **BID BOND AMOUNT:** See FAR Clause 52.228-1, Bid Guarantee (clauses begin on page C-1).

ADDITIONAL INFORMATION: See Subsections 102.03 and 102.04 of *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14, U.S. Customary Units.*

Block 24 **SUBMITTING INVOICES:** See Subsection 109.08 of the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-14, U.S. Customary Units.*

ESTIMATED PRICE RANGE. The price range of the project work is between **$15,000,000** and **$25,000,000.**

SUBCONTRACTING PLAN. This invitation for bids requires a low bidder who is a LARGE business to submit an acceptable subcontracting plan prior to contract award. **Do not submit this form with your bid.** A large business is one whose average gross annual receipts over the past 3 years equal $45 million or more. For your information the subcontracting plan form is included beginning on page A-6a. This requirement does not apply to SMALL businesses.

ATTACHMENT 2 – FHWA SUBCONTRACTING PLAN TEMPLATE

1. INSTRUCTIONS:
   - Where subcontracting opportunities will not exist for the solicitation, the bidder/offeror shall submit a response outlining the rationale for making this determination with its proposal/bid. The statement shall be signed by an official authorized to make decisions on behalf of the firm.
   - The following information shall be provided in the bidder/offeror subcontracting plan submission and shall be expressed in terms of goal percentages of the total planned subcontracting dollars.
   - Text lines may be added to this template as needed.

SUBCONTRACTING GOALS – BASE YEAR		
Total prime contract amount – Base Year:	$ [insert amount]	
Total planned subcontracted amount (regardless of firm/entity size status) – Base Year:	$ [insert amount]	
Total planned subcontracts to "other than small business" concerns (i.e., large, non-profit, university, etc.)	$[insert amount]	[insert #]%[1]
Total planned subcontracts to Small Business concerns:	$[insert amount]	[insert #]%[2]
• Total planned subcontracts to Veteran Owned Small Business concerns (VOSB)[3]:	$[insert amount]	[insert #]%
○ Total planned subcontracts to Service-Disabled Veteran Owned Small Business (SDVOSB) concerns:	$[insert amount]	[insert #]%
• Total planned subcontracts to Historically Underutilized Business Zones (HUBZones):	$[insert amount]	[insert #]%
• Total planned subcontracts to Small Disadvantaged Business (SDB) concerns (includes 8(a), Alaska Native Corporations (ANC), and Indian Tribes):	$[insert amount]	[insert #]%
• Total planned subcontract awards to Women-Owned Small Business concerns (WOSB)[4] concerns:	$[insert amount]	[insert #]%

**insert and complete additional tables if the contract includes option year(s).*

[1] Percentage = (subcontracted amount in the category/total planned subcontracted amount)
[2] Planned subcontracts to "other than small business" concerns + subcontracts to Small Business concerns = 100%
[3] SDVOSB is a subcategory of VOSB. Any dollar amount applied to SDVOSB also applies to VOSB.
[4] In this document, the term WOSB includes Economically Disadvantaged WOSB (EDWOSB) concerns.

1.1 Rationale if establishing a goal lower than 5% for VOSB:

1.2 Rationale if establishing a goal lower than 5% for SDVOSB:

1.3 Rationale if establishing a goal lower than 3% for HUBZone:

1.4 Rationale if establishing a goal lower than 5% for SDB:

1.5 Rationale if establishing a goal lower than 5% for WOSB:

1.6 Rationale if establishing a goal lower than the current DOT subcontracting goal:

2. The following principal types of supplies and/or services are planned to be subcontracted under this contract. [Add additional rows if more space is needed.]

Type of Supply/Service to be Subcontracted	Company/Firm Name	Subcontracted Amount	Subcontractor Size Standard (Other Than SB, SB, VOSB, SDVOSB, HUBZone, SDB, WOSB)[5]

[5] List all applicable size standards for each proposed subcontractor.

3. The following methods were used to develop the subcontract percentage goals:

4. The following methods were used to identify potential subcontract sources for solicitation purposes. (i.e. source lists used and organizations contacted to identify potential SB concerns, such as the System for Award Management (www.SAM.gov), Dynamic Small Business Search (www.DSBS.sba.gov), trade associations, industry conferences/fairs, etc.)

5. [Select appropriate option.] Indirect costs [were/were not] included in establishing the subcontracting goals specified in the table above.

6. If indirect costs were included, the following method was used to determine the proportionate share of indirect costs to be incurred with SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors:

7. The following individual will administer the subcontracting program:

Name:	
Title:	
Address:	
Telephone:	
E-mail:	

This individual's specific duties, as they relate to the subcontracting program, are as follows:

8. The following efforts will be taken to ensure that SB, SDB, VOSB, SDVOSB, HUBZone, and WOSB subcontractors will have an equitable opportunity to compete for subcontracts:

[initial] It is agreed that FAR Clause 52.219-8, Utilization of Small Business Concerns, will be included in all subcontracts, which offer further subcontracting opportunities. It is further agreed that all subcontractors (except small business concerns) at all tiers below the prime contractor who receive subcontracts in excess of $750,000 ($1.5M for construction of any public facility with further subcontracting possibilities) will be required to adopt and comply with a subcontracting plan in accordance with FAR Clause 52.219-9.

9. The following types of records will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan (i.e., establishment of source lists, guides and other data that identify SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns; a description of the offeror's efforts to locate SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns and to award subcontracts to them, etc.) and shall be maintained through completion of the contract:

10. In accordance with FAR Subpart 19.704(a)(10) through (15), the Contractor further agrees to: [Initial each line]

Cooperate in any studies or surveys as may be required;

Submit periodic reports as may be required so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies;

Submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov/ within the timeframes identified at FAR Subpart 19.704(a)(10)(iv);

Ensure that other than small business subcontractors with subcontracting plans agree to submit eSRS documents online as required;

Provide its prime contract number and its unique entity identifier, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs;

☐ Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans;

☐ Make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that the offeror used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal;

☐ Provide the contracting officer with a written explanation if the contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in FAR 19.704(a)(12) of this section. This written explanation will be submitted to the contracting officer within 30 days of contract completion;

☐ Will not prohibit a subcontractor from discussing with the contracting officer any material matter pertaining to payment to or utilization of a subcontractor; and

☐ Pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if the offeror pays a reduced or an untimely payment to a small business subcontractor (see FAR 52.242-5).

Submitted by:

POC Name:	
Title:	
Email Address:	
Company Name:	
UEI:	
Mailing Address:	

_____

Signature

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BID SCHEDULE

Bidder/Offeror please note: Before preparing the bid, carefully read the Solicitation Provisions. Insert a unit bid price, in figures, for each pay item for which a quantity appears in the bid schedule. Unit bid prices should be quoted no more precisely than the nearest cent (2 decimal places). Unit bid prices quoted more precisely will be rounded up to the nearest cent by the Government. Multiply the unit price by the quantity for each pay item and show the amount bid. Should any mathematical check made by the Government show a mistake in the amount bid, the corrected unit price extension shall govern. When the word "LPSM" (Lump Sum) appears as a unit bid price, insert an amount for each lump sum pay item. When a sum based on a fixed rate appears for any pay item in the amount bid column, include the Government inserted amount bid for the item in the total bid amount. Total all of the amounts bid for each pay item and show the total bid amount.

BID SCHEDULE

Project No : WA NP MORA 11(1) **Schedule :** A
Project Name : Fryingpan Creek Bridge **Schedule Type :** Base

Contract Quantity Pay Items	
20801-0000	STRUCTURE EXCAVATION
55201-0200	STRUCTURAL CONCRETE, CLASS A (AE)
55201-0800	STRUCTURAL CONCRETE, CLASS D (AE)
55203-2000	STRUCTURAL CONCRETE, CLASS D (AE), FOR APPROACH SLABS, TYPE 2
55235-0000	EXPANSION JOINTS
55401-1000	REINFORCING STEEL
55401-2000	REINFORCING STEEL, EPOXY COATED
55502-0000	STRUCTURAL STEEL, FURNISHED, FABRICATED, AND ERECTED
55601-0900	BRIDGE RAILING, STEEL (YELLOWSTONE PICKET RAIL)
56401-1000	BEARING DEVICE, ELASTOMERIC
56501-0600	DRILLED SHAFT, 48-INCH DIAMETER
60901-2900	CURB, STONE, TYPE 1, 6-INCH DEPTH
62001-1000	CLASS B MASONRY, ROCK FACE FINISH

AMD#	Line Item Number	Pay Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
	A0100	15101-0000	MOBILIZATION		ALL	LPSM		
	A0120	15201-0000	CONSTRUCTION SURVEY AND STAKING		ALL	LPSM		
	A0140	15301-0000	CONTRACTOR QUALITY CONTROL		ALL	LPSM		
	A0160	15401-0000	CONTRACTOR TESTING		ALL	LPSM		
	A0180	15501-0000	CONSTRUCTION SCHEDULE		ALL	LPSM		
	A0200	15702-6000	SOIL EROSION CONTROL, TEMPORARY STREAM DIVERSION		ALL	LPSM		
	A0220	15703-2500	SOIL EROSION CONTROL, MULCHING, HYDRAULIC METHOD		0.500	ACRE		
	A0240	15705-0100	SOIL EROSION CONTROL, SILT FENCE		830.000	LNFT		
	A0260	15705-1400	SOIL EROSION CONTROL, FIBER ROLL		200.000	LNFT		
	A0280	15706-0200	SOIL EROSION CONTROL, CHECK DAM	(FIBER ROLL)	70.000	EACH		
	A0300	15706-1100	SOIL EROSION CONTROL, INLET PROTECTION TYPE A		4.000	EACH		
	A0320	15706-1600	SOIL EROSION CONTROL, STABILIZED CONSTRUCTION EXIT		3.000	EACH		
	A0340	15706-2300	SOIL EROSION CONTROL, ON-SITE CONCRETE WASHOUT STRUCTURE		3.000	EACH		

	A0360	15802-0000	WATERING FOR DUST CONTROL		ALL	LPSM		
	A0380	20101-0000	CLEARING AND GRUBBING		2.300	ACRE		
	A0400	20301-2400	REMOVAL OF SIGN		7.000	EACH		
	A0420	20303-3500	REMOVAL OF STONE MASONRY	(AND SALVAGE)	20.000	SQYD		
	A0440	20304-2000	REMOVAL OF BRIDGE		ALL	LPSM		
	A0460	20401-0000	ROADWAY EXCAVATION		18,500.000	CUYD		
	A0480	20465-0000	CONSERVE AND PLACE BOULDER	(EXCAVATED)	30.000	EACH		
	A0500	20465-0000	CONSERVE AND PLACE BOULDER	(SURFACE)	52.000	EACH		
	A0520	20701-0100	SEPARATION-STABILIZATION GEOTEXTILE, CLASS 1, TYPE A		200.000	SQYD		
	A0540	20701-0800	SEPARATION-STABILIZATION GEOTEXTILE, CLASS 2, TYPE C		900.000	SQYD		
	A0560	20801-0000	STRUCTURE EXCAVATION		670.000	CUYD		
	A0580	20810-0000	SHORING AND BRACING		ALL	LPSM		
	A0600	21101-1000	ROADWAY OBLITERATION, METHOD 1		700.000	SQYD		
	A0620	25101-0200	PLACED RIPRAP, METHOD A, CLASS 2		50.000	CUYD		
	A0640	25101-0500	PLACED RIPRAP, METHOD A, CLASS 5		900.000	CUYD		
	A0660	25501-0000	MECHANICALLY STABILIZED EARTH WALL		2,600.000	SQFT		
	A0680	25701-0200	CONTRACTOR FURNISHED MECHANICALLY STABILIZED EARTH WALL DESIGN		ALL	LPSM		
	A0700	30201-2000	ROADWAY AGGREGATE, METHOD 2		1,300.000	CUYD		
	A0720	30302-1000	DITCH RECONDITIONING		650.000	LNFT		
	A0740	40301-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1		1,100.000	TON		
	A0760	40303-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1, WEDGE AND LEVELING COURSE		100.000	TON		
	A0780	41201-0000	TACK COAT		2.000	TON		
	A0800	41301-0000	ASPHALT PAVEMENT MILLING	(VARIABLE UP TO 4-INCH DEPTH)	1,400.000	SQYD		
	A0820	55201-0200	STRUCTURAL CONCRETE, CLASS A (AE)		215.000	CUYD		
	A0840	55201-0800	STRUCTURAL CONCRETE, CLASS D (AE)		312.000	CUYD		
	A0860	55203-2000	STRUCTURAL CONCRETE, CLASS D (AE), FOR APPROACH SLABS, TYPE 2		39.000	CUYD		
	A0880	55235-0000	EXPANSION JOINTS		60.000	LNFT		
	A0900	55401-1000	REINFORCING STEEL		25,000.000	LB		

	A0920	55401-2000	REINFORCING STEEL, EPOXY COATED		84,500.000	LB		
	A0940	55502-0000	STRUCTURAL STEEL, FURNISHED, FABRICATED, AND ERECTED		591,000.000	LB		
	A0960	55601-0900	BRIDGE RAILING, STEEL (YELLOWSTONE PICKET RAIL)	(YELLOWSTONE PICKET RAIL)	413.000	LNFT		
	A0980	56401-1000	BEARING DEVICE, ELASTOMERIC		8.000	EACH		
	A1000	56501-0600	DRILLED SHAFT, 48-INCH DIAMETER		417.000	LNFT		
	A1020	57502-0000	TEMPORARY BRIDGE	(WORK BRIDGE)	ALL	LPSM		
	A1040	60201-0400	12-INCH PIPE CULVERT		25.000	LNFT		
	A1060	60201-0600	18-INCH PIPE CULVERT		30.000	LNFT		
	A1080	60201-0800	24-INCH PIPE CULVERT		270.000	LNFT		
	A1100	60210-0600	END SECTION FOR 18-INCH PIPE CULVERT	(CONCRETE)	1.000	EACH		
	A1120	60210-0800	END SECTION FOR 24-INCH PIPE CULVERT	(CONCRETE)	6.000	EACH		
	A1140	60212-0600	ELBOW, 18-INCH		1.000	EACH		
	A1160	60404-1000	CATCH BASIN, FLH TYPE 1	(METAL FRAME AND GRATE TYPE A)	2.000	EACH		
	A1180	60901-2900	CURB, STONE, TYPE 1, 6-INCH DEPTH		219.000	LNFT		
	A1200	60901-3500	CURB, STONE, TYPE 1, 12-INCH DEPTH		750.000	LNFT		
	A1220	61301-0000	SIMULATED STONE MASONRY SURFACE TREATMENT		180.000	SQYD		
	A1240	61302-0000	SIMULATED STONE MASONRY TEST WALL		1.000	EACH		
	A1260	61501-0100	SIDEWALK, CONCRETE		300.000	SQYD		
	A1280	61504-1000	ACCESSIBILITY RAMP, CONCRETE		20.000	SQYD		
	A1300	61509-0000	DETECTABLE WARNING PANELS		3.000	SQYD		
	A1320	62001-1000	CLASS B MASONRY, ROCK FACE FINISH		8.000	CUYD		
	A1340	62010-1000	STONE MASONRY GUARDWALL		190.000	LNFT		
	A1360	62010-1000	STONE MASONRY GUARDWALL	(CONCRETE CORE)	310.000	LNFT		
	A1380	62011-0500	STONE MASONRY HEADWALL FOR 24-INCH PIPE CULVERT		6.000	EACH		
	A1400	62201-0250	DUMP TRUCK, 10 CUBIC YARD MINIMUM CAPACITY		124.000	HOUR		
	A1420	62201-0600	BACKHOE LOADER, 8 CUBIC FOOT MINIMUM RATED CAPACITY BUCKET, 30-INCH WIDTH		100.000	HOUR		
	A1440	62201-0950	WHEEL LOADER, 3 CUBIC YARD MINIMUM RATED CAPACITY		24.000	HOUR		

	A1460	62201-3150	HYDRAULIC EXCAVATOR, CRAWLER MOUNTED, 1.0 CUBIC YARD MINIMUM CAPACITY WITH THUMB ATTACHMENT		100.000	HOUR		
	A1480	62301-0000	GENERAL LABOR		100.000	HOUR		
	A1500	62302-1000	SPECIAL LABOR, HIRED TECHNICAL SERVICES	(FISH BIOLOGIST)	100.000	HOUR		
	A1520	62405-0300	PLACING CONSERVED TOPSOIL, 4-INCH DEPTH		7,400.000	SQYD		
	A1540	62502-0000	TURF ESTABLISHMENT		12,500.000	SQYD		
	A1560	62901-1000	ROLLED EROSION CONTROL PRODUCT, TYPE 3.B		5,400.000	SQYD		
	A1580	63302-0000	SIGN SYSTEM		40.000	SQFT		
	A1600	63316-1000	REMOVE AND RESET SIGN		5.000	EACH		
	A1620	63318-1000	SNOW POLE HOLDER		14.000	EACH		
	A1640	63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID	(WHITE)	9,700.000	LNFT		
	A1660	63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID	(YELLOW)	5,100.000	LNFT		
	A1680	63401-0400	PAVEMENT MARKINGS, TYPE B, BROKEN		270.000	LNFT		
	A1700	63403-0900	PAVEMENT MARKINGS, TYPE I		150.000	SQFT		
	A1720	63405-0850	PAVEMENT MARKINGS, TYPE B, ACCESSIBILITY SYMBOL		2.000	EACH		
	A1740	63502-0600	TEMPORARY TRAFFIC CONTROL, BARRICADE TYPE 3	(8 FEET WIDE)	10.000	EACH		
	A1760	63502-0900	TEMPORARY TRAFFIC CONTROL, CONE, TYPE 28-INCH		60.000	EACH		
	A1780	63502-1250	TEMPORARY TRAFFIC CONTROL, TUBULAR MARKER, TYPE 42-INCH		12.000	EACH		
	A1800	63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM		100.000	EACH		
	A1820	63502-1500	TEMPORARY TRAFFIC CONTROL, WARNING LIGHT TYPE A		12.000	EACH		
	A1840	63502-1600	TEMPORARY TRAFFIC CONTROL, WARNING LIGHT TYPE B		10.000	EACH		
	A1860	63502-1700	TEMPORARY TRAFFIC CONTROL, WARNING LIGHT TYPE C		100.000	EACH		
	A1880	63502-2000	TEMPORARY TRAFFIC CONTROL, PORTABLE CHANGEABLE MESSAGE SIGN		3.000	EACH		
	A1900	63502-3100	TEMPORARY TRAFFIC CONTROL, TRAFFIC SIGNAL SYSTEM		1.000	EACH		

	A1920	63503-0700	TEMPORARY TRAFFIC CONTROL, PAVEMENT MARKINGS		60.000	LNFT		
	A1940	63503-1000	TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE	(ORANGE, PERIMETER)	2,100.000	LNFT		
	A1960	63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN		710.000	SQFT		
	A1980	63506-0500	TEMPORARY TRAFFIC CONTROL, FLAGGER		2,500.000	HOUR		
	A2000	63507-0700	TEMPORARY TRAFFIC CONTROL, TRAFFIC CONTROL SUPERVISOR		550.000	DAY		
	A2020	63610-0000	CONDUIT	(8-INCH HDPE)	330.000	LNFT		
	A2040	63621-1000	UTILITY BOX, PULLBOX		4.000	EACH		
	A2060	63701-0000	FIELD OFFICE		37.000	EACH		
	A2080	64603-0500	FIXTURE, BICYCLE STORAGE RACK		3.000	EACH		
	A2100	64604-3000	FIXTURE, PEDESTRIAN RAILING	(STONE-TIMBER)	300.000	LNFT		
	A2120	64703-1000	MITIGATION, LANDSCAPING LOG		63.000	EACH		
	A2140	64703-8000	MITIGATION, BANK STABILIZATION	(DEFLECTOR LOG STRUCTURE)	1.000	EACH		
	A2160	64707-1000	MITIGATION, ARCHAEOLOGICAL SITE MONITORING		100.000	HOUR		

Submitted By:

Schedule Total:

BID SCHEDULE

Project No : WA NP MORA 11(1) **Schedule :** B
Project Name : Fryingpan Creek Bridge **Schedule Type :** Base

Contract Quantity Pay Items	
20801-0000	STRUCTURE EXCAVATION
55201-0200	STRUCTURAL CONCRETE, CLASS A (AE)
55201-0800	STRUCTURAL CONCRETE, CLASS D (AE)
55203-2000	STRUCTURAL CONCRETE, CLASS D (AE), FOR APPROACH SLABS, TYPE 2
55235-0000	EXPANSION JOINTS
55401-1000	REINFORCING STEEL
55401-2000	REINFORCING STEEL, EPOXY COATED
55502-0000	STRUCTURAL STEEL, FURNISHED, FABRICATED, AND ERECTED
55601-0900	BRIDGE RAILING, STEEL (YELLOWSTONE PICKET RAIL)
56401-1000	BEARING DEVICE, ELASTOMERIC
56501-0600	DRILLED SHAFT, 48-INCH DIAMETER
60901-2900	CURB, STONE, TYPE 1, 6-INCH DEPTH (STONE CURB AT BRIDGE)
62001-1000	CLASS B MASONRY, ROCK FACE FINISH

AMD#	Line Item Number	Pay Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
	B0100	15101-0000	MOBILIZATION		ALL	LPSM		
	B0120	15201-0000	CONSTRUCTION SURVEY AND STAKING		ALL	LPSM		
	B0140	15301-0000	CONTRACTOR QUALITY CONTROL		ALL	LPSM		
	B0160	15401-0000	CONTRACTOR TESTING		ALL	LPSM		
	B0180	15501-0000	CONSTRUCTION SCHEDULE		ALL	LPSM		
	B0200	15702-6000	SOIL EROSION CONTROL, TEMPORARY STREAM DIVERSION		ALL	LPSM		
	B0220	15703-2500	SOIL EROSION CONTROL, MULCHING, HYDRAULIC METHOD		0.500	ACRE		
	B0240	15705-0100	SOIL EROSION CONTROL, SILT FENCE		830.000	LNFT		
	B0260	15705-1400	SOIL EROSION CONTROL, FIBER ROLL		200.000	LNFT		
	B0280	15706-0200	SOIL EROSION CONTROL, CHECK DAM	(FIBER ROLL)	70.000	EACH		
	B0300	15706-1100	SOIL EROSION CONTROL, INLET PROTECTION TYPE A		4.000	EACH		
	B0320	15706-1600	SOIL EROSION CONTROL, STABILIZED CONSTRUCTION EXIT		3.000	EACH		
	B0340	15706-2300	SOIL EROSION CONTROL, ON-SITE CONCRETE WASHOUT STRUCTURE		3.000	EACH		

	B0360	15802-0000	WATERING FOR DUST CONTROL		ALL	LPSM		
	B0380	20101-0000	CLEARING AND GRUBBING		2.300	ACRE		
	B0400	20301-2400	REMOVAL OF SIGN		7.000	EACH		
	B0420	20303-3500	REMOVAL OF STONE MASONRY	(AND SALVAGE)	20.000	SQYD		
	B0440	20304-2000	REMOVAL OF BRIDGE		ALL	LPSM		
	B0460	20401-0000	ROADWAY EXCAVATION		18,500.000	CUYD		
	B0480	20465-0000	CONSERVE AND PLACE BOULDER	(EXCAVATED)	30.000	EACH		
	B0500	20465-0000	CONSERVE AND PLACE BOULDER	(SURFACE)	52.000	EACH		
	B0520	20701-0100	SEPARATION-STABILIZATION GEOTEXTILE, CLASS 1, TYPE A		200.000	SQYD		
	B0540	20701-0800	SEPARATION-STABILIZATION GEOTEXTILE, CLASS 2, TYPE C		900.000	SQYD		
	B0560	20801-0000	STRUCTURE EXCAVATION		720.000	CUYD		
	B0580	20810-0000	SHORING AND BRACING		ALL	LPSM		
	B0600	21101-1000	ROADWAY OBLITERATION, METHOD 1		700.000	SQYD		
	B0620	25101-0200	PLACED RIPRAP, METHOD A, CLASS 2		50.000	CUYD		
	B0640	25101-0500	PLACED RIPRAP, METHOD A, CLASS 5		900.000	CUYD		
	B0660	25501-0000	MECHANICALLY STABILIZED EARTH WALL		2,600.000	SQFT		
	B0680	25701-0200	CONTRACTOR FURNISHED MECHANICALLY STABILIZED EARTH WALL DESIGN		ALL	LPSM		
	B0700	30201-2000	ROADWAY AGGREGATE, METHOD 2		1,300.000	CUYD		
	B0720	30302-1000	DITCH RECONDITIONING		650.000	LNFT		
	B0740	40301-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1		1,100.000	TON		
	B0760	40303-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1, WEDGE AND LEVELING COURSE		100.000	TON		
	B0780	41201-0000	TACK COAT		2.000	TON		
	B0800	41301-0000	ASPHALT PAVEMENT MILLING	(VARIABLE UP TO 4-INCH DEPTH)	1,400.000	SQYD		
	B0820	55201-0200	STRUCTURAL CONCRETE, CLASS A (AE)		216.000	CUYD		
	B0840	55201-0800	STRUCTURAL CONCRETE, CLASS D (AE)		312.000	CUYD		
	B0860	55203-2000	STRUCTURAL CONCRETE, CLASS D (AE), FOR APPROACH SLABS, TYPE 2		39.000	CUYD		
	B0880	55235-0000	EXPANSION JOINTS		60.000	LNFT		
	B0900	55401-1000	REINFORCING STEEL		27,000.000	LB		

	B0920	55401-2000	REINFORCING STEEL, EPOXY COATED		84,500.000	LB		
	B0940	55502-0000	STRUCTURAL STEEL, FURNISHED, FABRICATED, AND ERECTED		591,000.000	LB		
	B0960	55601-0900	BRIDGE RAILING, STEEL (YELLOWSTONE PICKET RAIL)	(YELLOWSTONE PICKET RAIL)	413.000	LNFT		
	B0980	56401-1000	BEARING DEVICE, ELASTOMERIC		8.000	EACH		
	B1000	56501-0600	DRILLED SHAFT, 48-INCH DIAMETER		417.000	LNFT		
	B1020	57502-0000	TEMPORARY BRIDGE	(WORK BRIDGE)	ALL	LPSM		
	B1040	60201-0400	12-INCH PIPE CULVERT		25.000	LNFT		
	B1060	60201-0600	18-INCH PIPE CULVERT		30.000	LNFT		
	B1080	60201-0800	24-INCH PIPE CULVERT		270.000	LNFT		
	B1100	60210-0600	END SECTION FOR 18-INCH PIPE CULVERT	(CONCRETE)	1.000	EACH		
	B1120	60210-0800	END SECTION FOR 24-INCH PIPE CULVERT	(CONCRETE)	6.000	EACH		
	B1140	60212-0600	ELBOW, 18-INCH		1.000	EACH		
	B1160	60404-1000	CATCH BASIN, FLH TYPE 1	(METAL FRAME AND GRATE TYPE A)	2.000	EACH		
	B1180	60901-2900	CURB, STONE, TYPE 1, 6-INCH DEPTH (STONE CURB AT BRIDGE)	(STONE CURB AT BRIDGE)	219.000	LNFT		
	B1200	60901-3500	CURB, STONE, TYPE 1, 12-INCH DEPTH		750.000	LNFT		
	B1220	61501-0100	SIDEWALK, CONCRETE		300.000	SQYD		
	B1240	61504-1000	ACCESSIBILITY RAMP, CONCRETE		20.000	SQYD		
	B1260	61509-0000	DETECTABLE WARNING PANELS		3.000	SQYD		
	B1280	62001-1000	CLASS B MASONRY, ROCK FACE FINISH		52.000	CUYD		
	B1300	62001-1000	CLASS B MASONRY, ROCK FACE FINISH	(MSE WALL)	30.000	CUYD		
	B1320	62010-1000	STONE MASONRY GUARDWALL		190.000	LNFT		
	B1340	62010-1000	STONE MASONRY GUARDWALL	(CONCRETE CORE)	310.000	LNFT		
	B1360	62011-0500	STONE MASONRY HEADWALL FOR 24-INCH PIPE CULVERT		6.000	EACH		
	B1380	62201-0250	DUMP TRUCK, 10 CUBIC YARD MINIMUM CAPACITY		124.000	HOUR		
	B1400	62201-0600	BACKHOE LOADER, 8 CUBIC FOOT MINIMUM RATED CAPACITY BUCKET, 30-INCH WIDTH		100.000	HOUR		
	B1420	62201-0950	WHEEL LOADER, 3 CUBIC YARD MINIMUM RATED CAPACITY		24.000	HOUR		
	B1440	62201-3150	HYDRAULIC EXCAVATOR, CRAWLER MOUNTED, 1.0 CUBIC YARD MINIMUM CAPACITY WITH THUMB ATTACHMENT		100.000	HOUR		

	B1460	62301-0000	GENERAL LABOR		100.000	HOUR		
	B1480	62302-1000	SPECIAL LABOR, HIRED TECHNICAL SERVICES	(FISH BIOLOGIST)	100.000	HOUR		
	B1500	62405-0300	PLACING CONSERVED TOPSOIL, 4-INCH DEPTH		7,400.000	SQYD		
	B1520	62502-0000	TURF ESTABLISHMENT		12,500.000	SQYD		
	B1540	62901-1000	ROLLED EROSION CONTROL PRODUCT, TYPE 3.B		5,400.000	SQYD		
	B1560	63302-0000	SIGN SYSTEM		40.000	SQFT		
	B1580	63316-1000	REMOVE AND RESET SIGN		5.000	EACH		
	B1600	63318-1000	SNOW POLE HOLDER		14.000	EACH		
	B1620	63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID	(WHITE)	9,700.000	LNFT		
	B1640	63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID	(YELLOW)	5,100.000	LNFT		
	B1660	63401-0400	PAVEMENT MARKINGS, TYPE B, BROKEN		270.000	LNFT		
	B1680	63403-0900	PAVEMENT MARKINGS, TYPE I		150.000	SQFT		
	B1700	63405-0850	PAVEMENT MARKINGS, TYPE B, ACCESSIBILITY SYMBOL		2.000	EACH		
	B1720	63502-0600	TEMPORARY TRAFFIC CONTROL, BARRICADE TYPE 3	(8 FEET WIDE)	10.000	EACH		
	B1740	63502-0900	TEMPORARY TRAFFIC CONTROL, CONE, TYPE 28-INCH		60.000	EACH		
	B1760	63502-1250	TEMPORARY TRAFFIC CONTROL, TUBULAR MARKER, TYPE 42-INCH		12.000	EACH		
	B1780	63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM		100.000	EACH		
	B1800	63502-1500	TEMPORARY TRAFFIC CONTROL, WARNING LIGHT TYPE A		12.000	EACH		
	B1820	63502-1600	TEMPORARY TRAFFIC CONTROL, WARNING LIGHT TYPE B		10.000	EACH		
	B1840	63502-1700	TEMPORARY TRAFFIC CONTROL, WARNING LIGHT TYPE C		100.000	EACH		
	B1860	63502-2000	TEMPORARY TRAFFIC CONTROL, PORTABLE CHANGEABLE MESSAGE SIGN		3.000	EACH		
	B1880	63502-3100	TEMPORARY TRAFFIC CONTROL, TRAFFIC SIGNAL SYSTEM		1.000	EACH		
	B1900	63503-0700	TEMPORARY TRAFFIC CONTROL, PAVEMENT MARKINGS		60.000	LNFT		
	B1920	63503-1000	TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE	(ORANGE, PERIMETER)	2,100.000	LNFT		
	B1940	63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN		710.000	SQFT		

	B1960	63506-0500	TEMPORARY TRAFFIC CONTROL, FLAGGER		2,500.000	HOUR		
	B1980	63507-0700	TEMPORARY TRAFFIC CONTROL, TRAFFIC CONTROL SUPERVISOR		550.000	DAY		
	B2000	63610-0000	CONDUIT	(8-INCH HDPE)	330.000	LNFT		
	B2020	63621-1000	UTILITY BOX, PULLBOX		4.000	EACH		
	B2040	63701-0000	FIELD OFFICE		37.000	EACH		
	B2060	64603-0500	FIXTURE, BICYCLE STORAGE RACK		3.000	EACH		
	B2080	64604-3000	FIXTURE, PEDESTRIAN RAILING	(STONE-TIMBER)	300.000	LNFT		
	B2100	64703-1000	MITIGATION, LANDSCAPING LOG		63.000	EACH		
	B2120	64703-8000	MITIGATION, BANK STABILIZATION	(DEFLECTOR LOG STRUCTURE)	1.000	EACH		
	B2140	64707-1000	MITIGATION, ARCHAEOLOGICAL SITE MONITORING		100.000	HOUR		

Submitted By:

Schedule Total:

BID SCHEDULE SUMMARY

Schedule	Bid Total
Schedule A - Base	$0.00

Schedule	Bid Total
Schedule B - Base	$0.00

Total-Schedule(s) and Option(s)	Bid Total
Schedule A, Schedule B	$0.00

DOT COMPLIANCE WITH PRESIDENT TRUMP'S PRIORITIES AND AGENDA

Notice of intent for the Department of Transportation (DOT) to take immediate action to begin forbearing enforcement of all contract clauses, provisions, terms, and conditions, related to any and all subsequent Executive Orders (EOs) issued by President Trump and implementing guidance.

Consistent with President Trump's priorities and agenda, to the maximum extent permitted by law, DOT intends to take immediate action to begin forbearing enforcement of all Federal Acquisition Regulation (FAR) or Transportation Acquisition Regulation (TAR) contract clauses, provisions, terms, and conditions, if inconsistent with EOs and implementing guidance issued by the current administration, including but not limited to:

- Executive Order (EO) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government (January 20, 2025);
- Executive Order (EO) 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing (January 20, 2025);
- Executive Order (EO) 14148, Initial Rescissions of Harmful Executive Orders and Actions (January 20, 2025);
- Executive Order (EO) 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity (January 21, 2025);
- Executive Order (EO) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government (January 20, 2025);
- OPM Memorandum, Initial Guidance Regarding President Trump's Executive Order Defending Women (January 29, 2025);
- Executive Order (EO) 14208, Ending Procurement and Forced Use of Paper Straws (February 10, 2025);
- Executive Order (EO) 14222, Implementing the President's "Department of Government Efficiency" Cost Efficiency Initiative (February 26, 2025);
- Executive Order (EO) 14240, Eliminating Waste and Saving Taxpayer Dollars by Consolidating Procurement (March 20, 2025);
- Executive Order (EO) 14269, Restoring America's Maritime Dominance (April 9, 2025);

- Executive Order (EO) 14275, Restoring Common Sense to Federal Procurement (April 15, 2025); and

- Executive Order (EO) 14271, Ensuring Commercial, Cost-Effective Solutions in Federal Contracts (April 16, 2025.

DOT remains committed to ensuring its acquisition policies and practices reflect the direction of the current administration and reserves the right to issue further guidance or take additional action as necessary. Contractors are reminded that compliance with applicable laws, regulations, and Executive Orders is a condition of doing business with the Federal Government and DOT. It is the responsibility of each contractor to monitor for updates and adjust operations accordingly.

The subject notice was posted to SAM.gov on April 29, 2025.

FEDERAL ACQUISITION REGULATION
SOLICITATION PROVISIONS

Representations, Certifications and Other Statements of Bidders

NOTICE:

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that not included in agency solicitations. Examples include:

- 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation,
- 52.222-25, Affirmative Action Compliance, and
- 52.212-3(d) and (t), Offeror Representations and Certifications—Commercial Products and Commercial Services.

Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

The bidder makes the following representations and certifications as a part of its bid.

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" 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 [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

52.209-13 Violation of Arms Control Treaties or Agreements--Certification (NOV 2021)

(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 there may have been such activity, 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 it is later determined 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.

52.225-12 Notice of Buy American Requirement—Construction Materials under Trade Agreements (May 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country 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 Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination 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 FAR clause 52.225-11 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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(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, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country 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 FAR clause 52.225-11 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 FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country 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.

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (SEPT 2025)

(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.

USE OF RECOVERED MATERIALS ON FEDERAL LANDS HIGHWAY PROJECTS

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6901 *et seq.)*, requires Federal, State, and local procuring agencies using appropriated Federal funds to purchase items composed of the highest percentage of recovered materials practical. Use of recovered materials is strongly encouraged on Federal Lands Highway Projects. Highway construction items covered by the Environmental Protection Agency's *Comprehensive Guidelines for Procurement of Products Containing Recovered Materials* include fly ash, ground granulated blast furnace slag, traffic barricades, traffic cones, hydraulic mulch and compost for mulch.

Use of **fly ash** and ground **granulated blast furnace slag** and construction materials containing fly ash and ground granulated blast furnace slag on Federal Lands Highway Projects:

- It is the policy of the United States Government that fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag shall have maximum practicable opportunity for incorporation into its construction projects.

- The Contractor agrees to investigate the use of fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag to the fullest extent consistent with the efficient performance of this contract. Both the contractor and the subcontractors are urged to seek out suppliers of fly ash and ground granulated blast furnace slag, cement and concrete containing fly ash and ground granulated blast furnace slag and to solicit bids for these materials.

- Names of firms that supply fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag are available from the American Coal Ash Association and the National Slag Association.

THE FOLLOWING IS NOT A SOLICITATION PROVISION

PARTNERING

A Partnership recognizes the Government and the Contractor are both responsible for and can affect the successful completion of this project. Partnering is a vehicle to ensure the partnership has structure and quality. It recognizes the strengths of each party and uses those strengths to identify and achieve shared goals. One of the primary objectives of Partnering is to facilitate the resolution of disputes in a timely, professional, and non-adversarial manner with the outcome focused on achieving those shared goals.

WFLHD supports the concepts and tenets of Partnering and as such is encouraging the Contractor and it's Subcontractors to establish a Partnering relationship on this project.

Partnering can be formal or informal.

A formal Partnering meeting can help facilitate this relationship by helping to document the parties' common purpose and goals, and ensuring alignment. The goals are mutually agreed to and address effective and efficient performance within the scope of the contract.

Participation in a formal Partnering meeting is voluntary. Costs of implementing and maintaining the partnership would be agreed to by both parties and shared equally. These costs would be in addition to the contract amount.

An informal Partnering meeting can help facilitate this relationship by improving communication and encouraging cooperation. The substance of an informal Partnering meeting would be determined by mutual agreement prior to or at the preconstruction conference.

Participation in an informal Partnering meeting is voluntary. Costs of implementing and maintaining the partnership would be the responsibility of the party incurring the cost.

Please indicate your desire to participate in Partnering meeting by selecting one of the options below.

(__) We would like to participate in a formal Partnering meeting.

(__) We would like to participate in an informal Partnering meeting.

(__) We do not want to participate in a Partnering meeting.

COMPANY CONTACT INFORMATION

Please list your company's primary contact for this solicitation.

Name: _____

Title: _____

Email: _____

Phone: _____

FEDERAL ACQUISITION REGULATION
SOLICITATION PROVISIONS

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

52.204-7 System for Award Management (Sept 2025)

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 means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.
(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.

52.214-3 Amendments to Invitations for Bids (Sept 2025)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b)(1) Bidders shall acknowledge receipt of any amendment to this solicitation-

(i) By signing and returning the amendment;

(ii) By identifying the amendment number and date in space provided for this purpose on the form for submitting a bid;

(iii) By letter;

(iv) By email, if email bids are authorized in the solicitation.

(2) The Government shall receive the acknowledgement by the time and at the place specified for receipt of bids.

52.214-4 False Statements in Bids (Apr 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

52.214-5 Submission of Bids (Sept 2025)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.
(c) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6 Explanation to Prospective Bidders (Apr 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (Sept 2025)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.
(b)
(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—
(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.
(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

52.214-18 Preparation of Bids--Construction (Apr 1984)

(a) Bids must be—
(1) Submitted on the forms furnished by the Government or on copies of those forms, and
(2) *Manually signed.* The person signing a bid must initial each erasure or change appearing on any bid form.
(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including—
(1) Lump sum bidding;
(2) Alternate prices;
(3) Units of construction; or
(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words “no bid” in the space provided for any item on which no price is submitted.
(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-19 Contract Award—Sealed Bidding--Construction (Aug 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.
(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.
(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-34 Submission of Offers in the English Language (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

52.214-35 Submission of Offers in U.S. Currency (Apr 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

52.216-1 Type of Contract (Oct 2025)

The Government contemplates award of a **firm fixed-price with economic price adjustment** contract resulting from this solicitation.

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.

52.233-2 Service of Protest (Sept 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

52.252-5 Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any FAR provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Federal Acquisition Regulation
Contract Clauses

52.202-1 Definitions (Jun 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a)The solicitation, or amended solicitation, provides a different definition;
(b)The contracting parties agree to a different definition;
(c)The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
(d)The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.203-3 Gratuities (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (*e.g.,* an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.203-5 Covenant Against Contingent Fees (May 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "*Bona fide agency*," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"*Bona fide employee,"* as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"*Contingent fee*," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"*Improper influence*," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)

(a)Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
(b)The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
(c)The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.203-7 Anti-Kickback Procedures (Jun 2020)

(a) *Definitions*.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from-
(1)Providing or attempting to provide or offering to provide any kickback;
(2)Soliciting, accepting, or attempting to accept any kickback; or
(3)Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
(c)

(1)The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
(2)When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.
(3)The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
(4)The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-3(i) on the date of subcontract award.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102–2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may—

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which—

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either—

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be—

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts—

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may—

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Statue by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)

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

Agency means "*executive agency*" as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.
(2) Making any Federal grant.
(3) Making any Federal loan.
(4) Entering into any cooperative agreement.
(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1)An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
(2)A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
(3)A special Government employee, as defined in section 202, Title 18, United States Code.

(4)An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition*. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1)The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2)To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions*. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees*.

(i)Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii)Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern-

(A)The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or
(B)The application or adaptation of the person's products or services for an agency's use.
(iii)Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
(iv)Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
(v)Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
(2) *Professional and technical services*.
(i)A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
(ii)Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
(iii)As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).
(iv)Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
(3)Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.
(d) *Disclosure*.
(1)If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.
(2)If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.
(e) *Penalties*.
(1)Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
(2)Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
(f) *Cost allowability*. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts*.
(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.
(2)A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.

52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)

(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.
Full cooperation-
(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;
(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-
(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
(3) Does not restrict a Contractor from-
(i) Conducting an internal investigation; or
(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
Principal 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).
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 furnished 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) *Code of business ethics and conduct.*
(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
(i) Have a written code of business ethics and conduct; and
(ii) Make a copy of the code available to each employee engaged in performance of the contract.
(2) *The Contractor shall-*
(i) Exercise due diligence to prevent and detect criminal conduct; and
(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
(3)

(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-
(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).
(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
(1) An ongoing business ethics awareness and compliance program.
(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
(2) An internal control system.
(i) The Contractor's internal control system shall—
(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
(B) Ensure corrective measures are promptly instituted and carried out.
(ii) At a minimum, the Contractor's internal control system shall provide for the following:
(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-
(1) Monitoring and auditing to detect criminal conduct;
(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
(d) *Subcontracts*.
(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.
(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.203-14 Display of Hotline Poster(s) (Nov 2021)
(a) Definition.
United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—
(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-
(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
(3) Any required posters may be obtained as follows:

Posters	*Obtained from*
DOT OIG Hotline Fraud poster	***https://www.oig.dot.gov/sites/default/files/2025-05/FRAUD%20CARDS%20-%20Fraud_R.pdf***

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—
(1) Is for the acquisition of a commercial product or commercial service; or
(2) Is performed entirely outside the United States.

52.203-17 – Contractor Employee Whistleblower Rights, (Nov 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

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

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

(a) Definitions. As used in this clause–

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

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

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Sept 2025)

(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.

52.204-13 System for Award Management Maintenance (Sept 2025)

(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*.
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.

52.204–14 Service Contract Reporting Requirements (Sept 2025)

(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.

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

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

(a) *Definition*.

Commercially available off-the-shelf (COTS) item, as used in this clause—

(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 there is a compelling reason 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.

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.209-10 – Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)

(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, the Government may be prohibited 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 9.108-2.
(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.

52.210-1 – Market Research (JUN 2025)

(a) *Definition*. As used in this clause—
Commercial product, commercial service, and nondevelopmental item have the meaning contained in Federal Acquisition Regulation (FAR) 2.101.
(b) Before awarding subcontracts for noncommercial acquisitions, where the subcontracts are over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, the Contractor shall conduct market research to determine, in the following order of priority, whether—
(1) A commercial product or commercial service can meet the agency's requirements;
(2) The requirements could be modified so the agency could use an existing commercial product or commercial service;
(3) A commercial product or commercial service could be modified to meet the agency's requirements; or
(4) The requirement can only be satisfied by a nondevelopmental item.

52.211-12 Liquidated Damages—Construction (Sep 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of: See Special Contract Requirements, Subsection 108.04.
(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

52.214-26 Audit and Records – Sealed Bidding (Sept 2025)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
(b) *Certified cost or pricing data*. If the Contractor has been required to submit certified cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
(1) The proposal for the modification;
(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) *Comptroller General*. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause and also the right to interview any current employee regarding such transactions.

(d) *Availability*. The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the data of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) *Subcontracts.* The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) on the date of subcontract award.

52.214-27 Price Reduction for Defective Certified Cost or Pricing Data--Modifications—Sealed Bidding (Jun 2020)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of execution of the modification, except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(b)If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because (1) the Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2)a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause

(c)Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)

(1)If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i)The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii)The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii)The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv)The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
(2)
(i)Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if-
(A)The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
(B)The Contractor proves that the certified cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.
(ii)An offset shall not be allowed if-
(A)The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
(B)The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
(e)If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid-
(1)Interest compounded daily, as required by 26U.S.C.6622, the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
(2)A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 Subcontractor Cost or Pricing Data--Modifications—Sealed Bidding (Sept 2025)

(a) The requirements of paragraphs (b) and (c) of this clause shall—
(1) Become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of execution of the modification, and
(2) Be limited to such modifications.
(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), as part of the subcontractor's proposal in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.108, then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.
(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in section 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1).

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)

(NOTE: This clause does not apply when award is made to a HUBZone firm who is the low bidder, in which case the percentage in clause 52.236-1 will control).

(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.

52.219-8 Utilization of Small Business Concerns (Nov 2025)

(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/.

52.219-9 Small Business Subcontracting Plan (Nov 2025) *Alternate I (*Nov 2025*)*

(a) This clause does not apply to small business concerns.
(b) *Definitions*. As used in this clause—
Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (*e.g.,* division, plant, or product line).
Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.
Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.
Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.
Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).
Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.
Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.
Reduced payment means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.
Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.
Total contract dollars means the final anticipated dollar value, including the dollar value of all options.
Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.
(c)(1) The apparently low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the bidder is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer shall include the plan in and make it a part of the resultant contract. The apparently low bidder shall submit the subcontracting plan within the timeframe specified by the Contracting Officer. If the Bidder fails to submit the subcontracting plan, then the Bidder shall not be eligible for the award of a contract.
(2)
(i) Unless the Contractor has reason to question the representations, 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.
(ii) Unless the Contractor has reason to question the representations, 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—
(A) The subcontractor is registered in SAM; and
(B) The subcontractor 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.

(iii) 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.
(iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.
(v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA) as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at https://search.certifications.sba.gov/.
(d) The Offeror's subcontracting plan shall include the following:
(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if the protégé is a covered territory business or the protégé's principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—
(i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and
(ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.
(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.
(2) A statement of–
(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;
(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
(v) Total dollars planned to be subcontracted to HUBZone small business concerns;
(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
(vii) Total dollars planned to be subcontracted to women-owned small business concerns.
(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-
(i) Small business concerns;

(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns; and
(vi) Women-owned small business concerns.
(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–
(i) Small business concerns (including ANC and Indian tribes);
(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns (including ANC and Indian tribes); and
(vi) Women-owned small business concerns.
(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
(8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.
(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.,* ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
(10) Assurances that the Offeror will–
(i) Cooperate in any studies or surveys as may be required;
(ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan;
(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;
(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for

NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
(i) Source lists (*e.g.,* SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-
(A) Whether small business concerns were solicited and, if not, why not;
(B) Whether veteran-owned small business concerns were solicited and, if not, why not;
(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
(D) Whether HUBZone small business concerns were solicited and, if not, why not;
(E) Whether small disadvantaged business concerns were solicited and, if not, why not;
(F) Whether women-owned small business concerns were solicited and, if not, why not; and
(G) If applicable, the reason award was not made to a small business concern.
(iv) Records of any outreach efforts to contact-
(A) Trade associations;
(B) Business development organizations;
(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and
(D) Veterans service organizations.
(v) Records of internal guidance and encouragement provided to buyers through-
(A) Workshops, seminars, training, etc.; and
(B) Monitoring performance to evaluate compliance with the program's requirements.
(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–
(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.
(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).
(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.
(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.
(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.
(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-
(1) The master subcontracting plan has been approved;
(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.
(h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.
(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.109(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.
(j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under FAR part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.
(k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization Of Small Business Concerns," or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.
(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at https://www.esrs.gov. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas
(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.
(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)
(A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
(B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.
(iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.
(iv) The authority to acknowledge receipt or reject the ISR resides–
(A) In the case of the prime Contractor, with the Contracting Officer; and
(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.
(2) *SSR*.
(i) Reports submitted under individual subcontracting plans–
(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.
(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.
(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.
(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.
(ii) *Reports submitted under a commercial plan-*
(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.
(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.
(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

52.219-14 Limitations on Subcontracting (Nov 2025)
(NOTE: This clause applies when any portion of the requirement was set aside for small business, awarded on a sole-source basis, or award was made to other than the low bidder after applying the price preference for HUBZone small business concerns under FAR clause 52.219-4).

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) *Applicability.* This clause applies only to—
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;
(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;
(5) 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
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[*Contracting Officer check as appropriate.*]
□ By the end of the base term of the contract and then by the end of each subsequent option period; or
□ By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

52.219-28 Post-Award Small Business Program Re-Representation (Nov 2025)
Note: Do not complete at time of bid/offer

(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.*_____]

[*Contractor to sign and date and insert authorized signer's name and title.*]

_____ _____
Signature Date
Authorized Signer's name: _____
Authorized Signer's'title: _____

52.222-3 Convict Labor (June 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
(b) The Contractor is not prohibited from employing persons—
(1) On parole or probation to work at paid employment during the term of their sentence;
(2) Who have been pardoned or who have served their terms; or
(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.222-4 Contract Work Hours and Safety Standards—Overtime Compensation (May 2018)

(a) *Overtime requirements*. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall 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 shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall 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 shall 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 shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor shall 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 shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

52.222-6 Construction Wage Rate Requirements (Oct 2025)

(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 paragraphs (c)(2) and (c)(3) 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.

52.222-7 Withholding of Funds (May 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 Payrolls and Basic Records (Jul 2021)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence

of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at https://www.dol.gov/agencies/whd/forms. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify –

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-10 Compliance with Copeland Act Requirements (Feb 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 Subcontracts (Labor Standards) (Oct 2025)

(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.

52.222-12 Contract Termination—Debarment (May 2014) [(DEVIATION FEB 2025)]

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards—Overtime Compensation, ~~Apprentices and Trainees,~~ Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be

grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 Disputes Concerning Labor Standards (Feb 1988)

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 Certification of Eligibility (May 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-35 Equal Opportunity for Veterans (Oct 2025)

(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.

52.222-36 Equal Opportunity for Workers with Disabilities (Oct 2025)

(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.

52.222-37 Employment Reports on Veterans (Oct 2025)

(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.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, ''Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.''

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N–5609, Washington, DC 20210, (202) 693–0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at *http://www.dol.gov/olms/regs/compliance/EO13496.htm;* or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-50 Combating Trafficking in Persons (Oct 2025)

(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 $550,000.

(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 $550,000.

(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.

52.222-54 Employment Eligibility Verification (Oct 2025)

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

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

(1) Means any item of supply 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, 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. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing

work, in the United States, under a contract that is required to include the clause prescribed at 22.1802-2. An employee is not considered to be directly performing work under a contract if the employee-
(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.
Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.
United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.
(b) *Enrollment and verification requirements*.
(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must-
(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-
(i) *All new employees*.
(A) *Enrolled 90 calendar days or more*. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-
(i) Enrollment in the E-Verify program; or
(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.
(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.
(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.
(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
(e) *Subcontracts*. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-
(1) Is for—
(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
(2) Has a value of more than $3,500; and
(3) Includes work performed in the United States.

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026

(a) Definitions . As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

Worker –

(1)

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive , administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department

of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract ; and

(ii) A worker performs *in connection* with a contract if the worker 's work activities are necessary to the performance of a contract but are not the specific services called for by the contract .

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States , and performing on, or in connection with, this contract , a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract .

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance , but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker , all wages due free and clear without subsequent rebate or kickback . The Contractor may make deductions that reduce a worker 's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage.

However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition –

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker ;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract , but who are not directly engaged in performing the specific work called for by the contract , and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and

(C) Those employed in a bona fide executive , administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor , whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker :

(i) Name, address, and social security number;

(ii) The worker 's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker ;

(v) Any deductions made ; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer .

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract . Upon direction of the Administrator or upon the Contracting Officer 's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor ’s payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer , upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor , sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor ’s compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract . These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency , the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

(a) Definitions . As used in this clause (in accordance with 29 CFR 13.2)-

Child , "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee –

(1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department

of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract ; and

(ii) An employee performs "in connection with" a contract if the employee 's work activities are necessary to the performance of a contract but are not the specific services called for by the contract .

Individual *related by blood or affinity whose close association with the* employee *is the equivalent of a family relationship* has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent , "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States , this clause only applies with respect to that part of the contract that is performed within the United States .

(c) Paid sick leave . The Contractor shall -

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract ;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan , or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor , so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension /contract termination/contractor debarment .

(1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may , on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor 's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) Recordkeeping.

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract , records containing the following information for each employee , which the Contractor shall make available upon request for inspection , copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee .

(ii) The employee 's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made .

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave , if in writing , or, if not in writing , any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor 's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave , including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee .

(xii) Any other records showing any tracking of or calculations related to an employee 's accrual or use of paid sick leave .

(xiii) The relevant contract .

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave .

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If the Contractor wishes to distinguish between an employee ’s covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee 's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave . Similarly, only if the Contractor adequately segregates the employee 's time may the Contractor properly refuse an employee 's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave .

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on

verifiable information will an employee 's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave . If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor .

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee 's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee 's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee 's child , parent , spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause , the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor 's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee 's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave ;

(iii) Discouraging an employee from using paid sick leave ;

(iv) Reducing an employee 's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave ;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave ; or

(vii) Making the use of paid sick leave contingent on the employee 's finding a replacement worker or the fulfillment of the Contractor 's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for–

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) *Notice*. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor , whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards*. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract . Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency , the Department of Labor, or the employees or their representatives.

(m) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States .

52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts. (Dec 2025)]

(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.

52.223-3 Hazardous Material Identification and Material Safety Data (Dec 2025)
Alternate I (Dec 2025).

(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.

(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.

52.223-23 Sustainable Products and Services (Dec 2025)

(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.

52.225-11 Buy American—Construction Materials under Trade Agreements (Nov 2025)

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark,

Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), 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 United Kingdom);
(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).
Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.
Domestic construction material means—
(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
(i) An unmanufactured construction material mined or produced in the United States; or
(ii) A construction material manufactured in the United States, if—
(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
(B) The construction material is a COTS item; or
(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".
Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.
Foreign construction material means a construction material other than a domestic construction material.
Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.
Free Trade Agreement country construction material means a construction material that-
(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

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Least developed country construction material means a construction material that-
(1) Is wholly the growth, product, or manufacture of a least developed country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.
Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.
Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.
United States means the 50 States, the District of Columbia, and outlying areas.
WTO GPA country construction material means a construction material that-
(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.
(b) Construction materials.
(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.
(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
[Contracting Officer is to list applicable excepted materials or indicate "none"]
(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-
(i) The cost of domestic construction material would be unreasonable.
(A) *For domestic construction material that is not a critical item or does not contain critical components*.
(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
(2) [Reserved]
(3) [Reserved]
(B) *For domestic construction material that is a critical item or contains critical components*.
(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
(2) [Reserved]
(3) [Reserved]
(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.
(1)
(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
Foreign construction material.	_____	_____	_____

Domestic construction material. _____ _____ _____

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued*)].
[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]
[*Include other applicable supporting information.*]

52.226-7 Drug-Free Workplace (May 2024)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)

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

"Driving"–

(1)Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2)Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b)This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c)The Contractor is encouraged to-

(1)Adopt and enforce policies that ban text messaging while driving-

(i)Company-owned or rented vehicles or Government-owned vehicles; or

(ii)Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2)Conduct initiatives in a manner commensurate with the size of the business, such as-

(i)Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii)Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.227-1 Authorization and Consent (Jun 2020)

(a)The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent-

(1)Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or
(2)Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. the entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, does not affect this authorization and consent.

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)

(a)The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
(b)In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award.

52.227-4 Patent Indemnity—Construction Contracts (Dec 2007)

Except as otherwise provided, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.228-1 Bid Guarantee (Sept 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—
(1) To unsuccessful bidders as soon as practicable after the opening of bids; and
(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
(c) The amount of the bid guarantee shall be **20** percent of the bid price or $**3 million**, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within **10** days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-2 Additional Bond Security (Oct 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if—

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-11 Individual Surety - Pledges of Assets (Feb 2021)

(a)The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1)A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2)Standard Form 28, Affidavit of Individual Surety.

(b)The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR* 28.102-1*(b)(1))*. For the full contract performance period plus 1 year.

(3) *Other contracts not subject to the requirements of paragraph (b)(1) of this clause*. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c)A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131)*. For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR* 28.102-1*(b)(1))*. For the full contract performance period plus 1 year.

(3)Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

52.228-12 Prospective Subcontractor Requests for Bonds (Dec 2022)

In accordance with section 806(a)(3) of Pub. L. 102–190, as amended by sections 2091 and 8105 of Pub. L. 103–355 (10 U.S.C. 4601 note prec.), upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to 40 U.S.C. chapter 31, subchapter III, Bonds, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 Irrevocable Letter of Credit (Nov 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and—

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of—

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of—

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least $25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site http://www.sec.gov/answers/nrsro.htm maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[*Issuing Financial Institution's Letterhead or Name and Address*]
Issue Date _____
Irrevocable Letter of Credit No. _____
Account party's name _____
Account party's address _____
For Solicitation No. _____ (*for reference only*)

To: **Federal Highway Administration, Western Federal Lands Highway Division**
610 East Fifth Street
Vancouver, Washington 98661-3801

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at [*issuing financial institution's and, if any, confirming financial institution's*] office at [*issuing financial institution's address and, if any, confirming financial institution's address*] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [*This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered*.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No.___ (Insert version in effect at the time of ILC issuance, e.g., ''Publication 600, 2006 edition'') and to the extent not inconsistent therewith, to the laws of [State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____
[*Issuing financial institution*]

(f) The following format shall be used by the financial institution to confirm an ILC:

[*Confirming Financial Institution's Letterhead or Name and Address*]

(Date) _____

Our Letter of Credit Advice Number _____
Beneficiary: **Federal Highway Administration, Western Federal Lands Highway Division**
Issuing Financial Institution: _____
Issuing Financial Institution's LC No: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [*name of issuing financial institution*] for drawings of up to United States dollars _____/U.S. $_____ and expiring with our close of business on _____ [*the expiration date*], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [*This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered*.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No.___ (Insert version in effect at the time of ILC issuance, e.g., ''Publication 600, 2006 edition'') and to the extent not inconsistent therewith, to the laws of [State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____
[*Confirming financial institution*]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

_____
[*City, State*]

(Date) _____

[*Name and address of financial institution*]

Pay to the order of **the Federal Highway Administration, Western Federal Lands** [*Beneficiary Agency*] the sum of United States $_____. This draft is drawn under Irrevocable Letter of Credit No. _____.

Federal Highway Administration
Western Federal Lands Highway Division

_____
[*By*]

52.228-15 Performance and Payment Bonds—Construction (Jun 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3)Additional bond protection.

(i)The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii)The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.
Or via the internet at http://www.fms.treas.gov/c570/.

(e) *Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

52.229-3 Federal, State, and Local Taxes (Feb 2013)

(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) Unless otherwise provided in this contract, 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 contract price shall be increased 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 contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased 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) No adjustment shall be made in 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 shall, 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.

52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)

(a) *Payment of price*. The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments*. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work

accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if—

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification*. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____

(*Name*)

_____

(*Title*)

_____

(*Date*)

(d) *Refund of unearned amounts*. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall—

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until—

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a

maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation of rights*. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as—

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) *Reimbursement for bond premiums*. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment*. The Government shall pay the amount due the Contractor under this contract after—

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).

(i) *Limitation because of undefinitized work*. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) *Interest computation on unearned amounts*. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be—

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-17 Interest (May 2014)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment, including any demand resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on –

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract

52.232-23 Assignment of Claims (May 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 Prompt Payment for Construction Contracts (Jan 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System

for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause—

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to—

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that—

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if—

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall—

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and—

(i) Make such payment within—

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon—

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying—

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until—

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause—

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall—

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying—

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper

invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or

agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ''I agree'' click box or other comparable mechanism (*e.g.,* ''click-wrap'' or ''browse-wrap'' agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

52.232–40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

52.233-1 Disputes (Sept 2025) Alternate I (Sept 2025)

(a) Definitions. As used in this clause-
Claim means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
Defective certification means a certification that alters or otherwise deviates from the language in paragraph (d)(2)(iii) of this clause or which is not executed by a person authorized to bind the contractor with respect to the claim. Failure to certify must not be deemed to be a defective certification.
(b) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
(c) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract must be resolved under this clause.
(d)
(1) A claim by the Contractor must be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor must be subject to a written decision by the Contracting Officer.
(2)
(i) The Contractor must provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.
(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification must state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor.”
(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
(f) The Contracting Officer's decision must be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.
(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor must inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
(h)
(1) The Government must pay interest on the amount found due and unpaid from the date that-
(i) The Contracting Officer receives the claim (certified, if required); or
(ii) Payment otherwise would be due, if that date is later, until the date of payment.
(2) For claims having defective certifications, interest must be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims must be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applies to the period during which the Contracting Officer receives the claim and then at the rate that applies for each 6-month period as fixed by the Treasury Secretary while the claim is pending.
(i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.233-3 Protest after Award (Sept 2025)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—
(1) Cancel the stop-work order; or
(2)Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—
(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 Applicable Law for Breach of Contract Claim (Sept 2025)

United States law will apply to resolve any claim of breach of this contract.

52.236-2 Differing Site Conditions (AUG 2025)

(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.

52.236-3 Site Investigation and Conditions Affecting the Work (AUG 2025)

(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.

52.236-5 Material and Workmanship (Aug 2025)

(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.

52.236-6 Superintendence by the Contractor (Aug 2025)

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.

52.236-7 Permits and Responsibilities (Aug 2025)

(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.

52.236-8 Other Contracts (Aug 2025)

(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.

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Aug 2025)

(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.

52.236-10 Operations and Storage Areas (Aug 2025)

(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) Temporary buildings (*e.g.,* storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
(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.

52.236-11 Use and Possession Prior to Completion (Aug 2025)

(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.

52.236-12 Cleaning Up (Aug 2025)

(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.

52.236-13 Accident Prevention (Aug 2025) Alternate I (Nov 1991)

(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) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. 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. After receiving the notice, the Contractor shall immediately take corrective action. 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. 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.
(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.
(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.

52.236-15 Schedules for Construction Contracts (Aug 2025)

(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) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer 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.
(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.

52.236-17 Layout of Work (Aug 2025)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials,

and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.
(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.

52.236-21 Specifications and Drawings for Construction (Aug 2025) Alternate II (Apr 1984)

(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.
(3) Upon completing the work under this contract, the Contractor shall furnish _*SEE SCR 104-03*_ 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.
(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.

52.240-91 Security Prohibitions and Exclusions. (Sept 2025)

(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.

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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.

52.240-93 Basic Safeguarding of Covered Contractor Information Systems. (Sept 2025)

(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.

52.242-13 Bankruptcy (July 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-14 Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the

Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 Changes (Jul 2025)

(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.

52.244-2 Subcontracts (Jun 2020)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b)When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c)If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1)Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2)Is fixed-price and exceeds-

(i)For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii)For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d)If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____

_____

_____

(e)

(1)The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i)A description of the supplies or services to be subcontracted.

(ii)Identification of the type of subcontract to be used.

(iii)Identification of the proposed subcontractor.

(iv)The proposed subcontract price.

(v)The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi)The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii)A negotiation memorandum reflecting-

(A)The principal elements of the subcontract price negotiations;

(B)The most significant considerations controlling establishment of initial or revised prices;

(C)The reason certified cost or pricing data were or were not required;

(D)The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E)The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F)The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G)A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2)The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f)Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-
(1)Of the acceptability of any subcontract terms or conditions;
(2)Of the allowability of any cost under this contract; or
(3)To relieve the Contractor of any responsibility for performing this contract.
(g)No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
(h)The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
(i)The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.
(j)Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____
_____
_____

52.244-6 Subcontracts for Commercial Products and Commercial Services (APR 2026)

(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*
52.240-90	*Security Prohibitions and Exclusions*	*SEPT 2025*
52.240-90 with Alt I	*Security Prohibitions and Exclusions, with its Alternate I*	*SEPT 2025*
52.240-92	*Security Requirements*	*SEPT 2025*
52.240-92 with Alt II	*Security Requirements, with its Alternate II*	*SEPT 2025*
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 19.702(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.

52.245-1 Government Property (Sep 2021) Alternate I (Apr 2012)

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

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government- furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self-assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of

the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts*.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems*.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(*1*) through (*5*) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material*. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor

shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) The Contractor assumes the risk of, and shall be responsible for, any loss of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules*.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may-

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules*. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property*.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.245-9 Use and Charges (Apr 2012)

(a) Definitions. Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental*. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental

charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property*. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology*. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation*. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.246-12 Inspection of Construction (Aug 1996)

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may—

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of1954 (46 U.S.C.App.1241(b)) 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) of this clause, 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 of1961 (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.

52.248-3 Value Engineering—Construction (Oct 2020) Alternate I (Apr 1984)

(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) *Definitions*. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

"Value engineering change proposal (VECP)" means a proposal that—

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; *provided*, that it does not involve a change—

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) *VECP preparation*. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account

the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission*. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing*—

(1) *Rates*. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by—

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) *Payment*. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to—

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of $75,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering—Construction clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering

change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
Alternate I (Sept 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government—

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to

those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of—

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(1)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 Default (Fixed-Price Construction) (Apr 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include—

(i) Acts of God or of the public enemy,

(ii) Acts of the Government in either its sovereign or contractual capacity,

(iii) Acts of another Contractor in the performance of a contract with the Government,

(iv) Fires,

(v) Floods,

(vi) Epidemics,
(vii) Quarantine restrictions,
(viii) Strikes,
(ix) Freight embargoes,
(x) Unusually severe weather, or
(xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(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 FAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 Computer Generated Forms (Oct 2025)

(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.

TRANSPORTATION ACQUISITION REGULATIONS CONTRACT CLAUSES

1252.201-70 Contracting Officer's Representative (Nov 2022)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five

working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

1252.211-70 Index for Specifications (Nov 2022)

If an index or table of contents is furnished in connection with specifications, such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not a part of the specification. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern.

1252.216-70 Evaluation of Offers Subject to an Economic Price Adjustment Clause (Nov 2022)

Offers shall be evaluated without an amount for an economic price adjustment being added. Offers will be rejected that—(1) increase the ceiling stipulated; (2) limit the downward adjustment; or (3) delete the economic price adjustment clause. If the offer stipulates a ceiling lower than that included in the solicitation, the lower ceiling will be incorporated into any resulting contract.

1252.223-71 Accident and Fire Reporting (Nov 2022)

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes—

(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;

(2) Damage of $1,000 or more to Government-owned or leased property, either real or personal;

(3) Damage of $1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or

(4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) of this section shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Government-owned or leased property (either real or personal), the total value of which is estimated at $100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed in writing within 24 hours to the Contracting Officer. Such report shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) of this section may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of—

(i) The extent of injury; and

(ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

1252.223-73 Seat Belt Use Policies and Programs (Nov 2022)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Click it or Ticket seat belt safety section of NHTSA's website at *https://www.nhtsa.gov/campaign/click-it-or-ticket* and *https://www.nhtsa.gov/risky-driving/seat-belts*.

1252.228-74 Notification of Payment Bond Protection (Nov 2022)

(a) The prime contract is subject to the Bonds statute (historically referred to as the Miller Act) (40 U.S.C. chapter 31, subchapter III), under which the prime contractor has obtained a payment bond. This payment bond may provide certain unpaid employees, suppliers, and subcontractors a right to sue the bonding surety under the Bonds statute for amounts owned for work performed and materials delivery under the prime contract.

(b) Persons believing that they have legal remedies under the Bonds statute should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government, or create any relationship, contractual or otherwise, between the Federal Government and any private party.

(c) The surety which has provided the payment bond under the prime contract is:

_____

(Name)

_____

(Street Address)

_____

(City, State, Zip Code)

_____

(Contact Name)

_____

(Telephone Number)

_____

(Email Address)

(d) Subcontract flowdown requirements. This clause shall be flowed down to all subcontractors. Prime contractors shall insert this notice clause in all first-tier subcontracts and shall require the clause to be subsequently flowed down by all first-tier subcontractors to all their subcontractors, at any tier. This notice contains information pertaining to the surety that provided the payment bond under the prime contract and is required to be inserted in its entirety to include the information set forth in paragraph (c).

1252.232-70 Electronic Submission of Payment Requests.(NOV 2022) [(DEVIATION)(AUG 2025)]

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Payment request* means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract.

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Processing system.* The Department of Transportation utilizes the DELPHI system for processing invoices. The DELPHI module for submitting invoices is called *iSupplier.* Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform *login.gov.* Vendors submitting invoices are required to submit invoices via *iSupplier* (DELPHI) and authenticated via *www.login.gov.*

(d) *Invoice requirements.* To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in *iSupplier* (DELPHI) shall contain the following:

(1) Invoice number and invoice date.

(2) Period of performance covered by invoice.

(3) Contract number and title.

(4) Task/Delivery Order number and title (if applicable).

(5) Amount billed (by CLIN), current and cumulative.

(6) Total ($) of billing.

(7) Cumulative total billed for all contract work to date.

(8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.

(9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

(TAR Class Deviation 2025-02)

(10) The following statement "The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement.

Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023)."

(e) *Payment system registration.* All persons accessing the *iSupplier* (DELPHI) will be required to have their own unique user ID and password and be credentialed through *login.gov.*

(1) *Electronic authentication. See www.login.gov* for instructions.

(2) To create a *www.login.gov* account, the user will need a valid email address and a working phone number. The user will create a password and then *www.login.gov* will reply with an email confirming the email address.

(3) *http://einvoice.esc.gov* to establish an account. Users are required to log in **to *iSupplier* (DELPHI) every 45 days to keep it active.**

(4) *Training on DELPHI.* To facilitate use of DELPHI, comprehensive user information is available at *http://einvoice.esc.gov.*

(5) *Account Management.* Vendors are responsible to contact their assigned COR when their firm's points of contacts will no longer be submitting invoices, so they can be removed from the system.

(f) *Waivers.* For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for procedures.

(g) *Exceptions and alternate payment procedures.* If, based on one of the circumstances set forth in 1232.7002(a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

1252.245-70 Use of Government Furnished Equipment or Information —Official, Unofficial, and Personal International Travel (MAR 2024) (DEVIATION)

Unless the contracting officer provides authorization for DOT official international travel and DOT standard issued Government Furnished Equipment (GFE) is provided, the contractor is prohibited from using GFE or personal equipment to conduct Department of Transportation (DOT) business or access DOT data and information systems outside of the United States or its territories. This prohibition applies, but is not limited to, while on personal, unofficial, or official travel.

Contractor Performance Evaluations (Jun 2024)

a. Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.
b. The Contractor can elect to review the evaluation and submit additional information or provide a rebuttal statement. The contractor will be permitted 60 calendar days to respond from the date of receipt of the evaluation. Contractor response is voluntary. If the contractor does not respond within 60 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer.
c. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

The Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations. The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support; Architect-Engineer contracts; and Construction contracts. Reference material can be accessed in CPARS.

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day time period. After the FHWA Focal Point registers the contract in CPARS, the contractor representative will receive a system generated email notifying him/her that the contract is registered. A system generated email will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

After a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated email notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated email whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations in CPARS for review and comment.

In connection with the performance of work under this contract, [the contractor/appropriate party (contractor)] agrees as follows:

1. The contractor will not engage in any racially discriminatory DEI activities, as defined in section 2 of the Executive Order of March 26, 2026 (Addressing DEI Discrimination by Federal Contractors);
2. The contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the contracting agency pursuant to the Executive Order of March 26, 2026 (Addressing DEI Discrimination by Federal Contractors), for purposes of ascertaining compliance with this clause;
3. In the event of the contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor may be declared ineligible for further Government contracts;
4. The contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the contracting department or agency and take any appropriate remedial actions directed by the contracting department or agency;
5. The contractor will inform the contracting department or agency if a subcontractor sues the contractor and the suit puts at issue, in any way, the validity of this clause; and
6. The contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code (False Claims Act).

General Wage Decision

"General Decision Number: WA20260001 01/23/2026

Superseded General Decision Number: WA20250001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

CARP0059-021 06/01/2025

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CARPENTER		
Assistant Diver Tender, ROV Tender/Technician	$ 50.76	17.28
Bridge, Dock, and Wharf Carpenter	$ 48.21	17.28
Carpenter	$ 44.21	17.28
Diver Standby	$ 55.24	17.28
Diver Tender, Manifold Operator, ROV Operator	$ 54.24	17.28
Diver Wet	$ 110.48	17.28
Manifold Operator-Mixed Gas	$ 58.24	17.28
Piledriver: Includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling	$ 49.76	17.28

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0096-002 06/01/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
MILLWRIGHT	$ 55.39	22.38

CARP0096-007 06/01/2025

SOUTHWEST WASHINGTON: CLARK, COWLITZ, LEWIS (Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
MILLWRIGHT	$ 59.35	22.38

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* CARP0196-004 06/01/2025

CLARK, COWLITZ, *PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES
*PORTION OF PACIFIC COUNTY SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO WILLAPA BAY TO THE PACIFIC OCEAN, AND THENCE NORTH THROUGH THE NATURAL WATERWAY TO THE PACIFIC OCEAN (THIS INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY)

	Rates	Fringes
Piledriver	$ 56.06	16.81

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* CARP0196-006 06/01/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, *PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES
* PORTION OF PACIFIC COUNTY NORTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN COUNTIES OR PARTS OF COUNTIES EAST OF THE 120TH MERIDIAN

	Rates	Fringes

Piledriver.....$ 65.53 19.13

CARP0206-009 06/01/2025

KING AND KITSAP COUNTIES

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTER	$ 65.58	19.13
CARPENTER	$ 63.98	19.13
DIVER TENDER	$ 71.77	19.13
DIVER	$ 125.44	19.13

CARP0360-006 09/15/2025

PACIFIC COUNTY
PORTION OF PACIFIC COUNTY NORTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN COUNTIES OR PARTS OF COUNTIES EAST OF THE 120TH MERIDIAN

	Rates	Fringes
Carpenters:		
Bridge Carpenter	$ 65.58	19.13
Carpenter/Drywall Hanger	$ 63.98	19.13
Diver Tender	$ 71.77	19.13
Diver	$ 125.44	19.13

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0360-007 06/01/2025

PACIFIC COUNTY
PORTION OF PACIFIC COUNTY SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO WILLAPA BAY TO THE PACIFIC OCEAN, AND THENCE NORTH THROUGH THE NATURAL WATERWAY TO THE PACIFIC OCEAN (THIS INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY)

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 54.69	16.81
DIVERS TENDERS	$ 64.32	16.81

DIVERS.....$ 108.33 16.81
DRYWALL.....$ 54.59 16.81

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0360-013 06/01/2025

GRAYS HARBOR, LEWIS, MASON, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTER	$ 65.58	19.13
CARPENTER	$ 63.98	19.13
DIVER TENDER	$ 71.77	19.13
DIVER	$ 125.44	19.13

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0425-006 09/15/2025

CLALLAM, ISLAND, JEFFERSON, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTER	$ 65.58	19.13
CARPENTER	$ 63.98	19.13
DIVER TENDER	$ 71.77	19.13
DIVER	$ 125.44	19.13

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0503-021 06/01/2025

CLARK, COWLITZ, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes

Carpenters:

CARPENTERS	$ 54.69	16.81
DIVERS TENDERS	$ 64.32	16.81
DIVERS	$ 108.33	16.81
DRYWALL	$ 54.59	16.81

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP1607-010 06/01/2025

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KLICKITAT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
MILLWRIGHT	$ 61.62	20.43

ELEC0046-001 08/04/2025

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 83.56	33.71
ELECTRICIAN	$ 75.96	33.48

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* ELEC0048-003 01/01/2025

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	$ 63.50	29.73

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:
Zone 1: 31-50 miles $1.50/hour

Zone 2: 51-70 miles $3.50/hour
Zone 3: 71-90 miles $5.50/hour
Zone 4: Beyond 90 miles $9.00/hour

*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

ELEC0048-029 01/01/2025

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	$ 63.50	29.73

ELEC0073-001 07/01/2025

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 34.10	16.68
ELECTRICIAN	$ 49.55	19.09

ELEC0076-002 08/31/2025

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 71.65	26.76
ELECTRICIAN	$ 65.14	26.56

ELEC0112-005 06/01/2025

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 63.00	27.87
ELECTRICIAN	$ 60.00	27.78

ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.23	17.73
ELECTRICIAN	$ 53.20	27.51

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 40.82	17.63
ELECTRICIAN	$ 42.45	21.34

ENGI0302-092 06/01/2025

KING AND SNOHOMISH COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 61.93	27.57
Group 1A	$ 62.85	27.57
Group 1AA	$ 63.75	27.57
Group 1AAA	$ 64.66	27.57
Group 2	$ 61.14	27.57
Group 3	$ 60.46	27.57
Group 4	$ 56.63	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA
Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA
Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A
Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1
Asphalt plant Operators; Cableways; Concrete Pump: Truck

mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2
Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3
Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; Forklift: 3000 lbs and over with attachments; Horizontal/Directional Drill Locator; Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato; Tower Bucket Elevators; Hydralifts/Boom trucks: over 10 tons; Loaders: elevating type belt; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4
Assistant Engineer; Bobcat; Brooms; Compressor; Concrete

Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

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ENGI0302-093 06/01/2025

SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 61.47	27.57
Group 1A	$ 62.39	27.57
Group 1AA	$ 63.29	27.57
Group 1AAA	$ 64.19	27.57
Group 2	$ 60.69	27.57
Group 3	$ 60.02	27.57
Group 4	$ 56.19	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA
Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA
Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A
Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1
Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99

tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2
Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3
Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; Forklift: 3000 lbs and over with attachments; Horizontal/Directional Drill Locator; Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato; Tower Bucket Elevators; Hydralifts/Boom trucks: over 10 tons; Loaders: elevating type belt; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4
Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments;

Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

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ENGI0302-094 06/01/2025

KITSAP COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 60.93	27.57
Group 1A	$ 61.83	27.57
Group 1AA	$ 62.73	27.57
Group 1AAA	$ 63.62	27.57
Group 2	$ 60.14	27.57
Group 3	$ 59.49	27.57
Group 4	$ 55.68	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA
Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA
Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A
Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1
Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol

Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2
Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3
Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; Forklift: 3000 lbs and over with attachments; Horizontal/Directional Drill Locator; Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato; Tower Bucket Elevators; Hydralifts/Boom trucks: over 10 tons; Loaders: elevating type belt; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4
Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger:

mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

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ENGI0302-095 06/01/2025

CHELAN(WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS(WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KITTITAS(WEST OF THE 120TH MERIDIAN), MASON, OKANOGAN(WEST OF THE 120TH MERIDIAN), SAN JUNA, AND YAKIMA(WEST OF THE 120TH MERIDIAN) COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 60.67	27.57
Group 1A	$ 61.56	27.57
Group 1AA	$ 62.47	27.57
Group 1AAA	$ 63.35	27.57
Group 2	$ 59.88	27.57
Group 3	$ 59.23	27.57
Group 4	$ 55.43	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA
Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA
Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A
Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1
Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump:

articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2
Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3
Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; Forklift: 3000 lbs and over with attachments; Horizontal/Directional Drill Locator; Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato; Tower Bucket Elevators; Hydralifts/Boom trucks: over 10 tons; Loaders: elevating type belt; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4
Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and

under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

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* ENGI0302-124 06/01/2025

ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, STEVENS, WALLA WALLA, AND WHITMAN

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 38.17	23.40
GROUP 2	$ 38.56	23.40
GROUP 3	$ 39.31	23.40
GROUP 4	$ 39.51	23.40
GROUP 5	$ 39.71	23.40
GROUP 6	$ 40.00	23.40
GROUP 7	$ 40.39	23.40
GROUP 8	$ 42.36	23.40

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine

(concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver;

Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly andSimilar); Ultra High Pressure Wateriet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

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* ENGI0302-125 06/01/2025

ADAMS, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, STEVENS, AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 41.17	23.40
GROUP 2	$ 41.56	23.40
GROUP 3	$ 42.31	23.40
GROUP 4	$ 42.51	23.40
GROUP 5	$ 42.71	23.40

GROUP 6	$ 43.05	23.40
GROUP 7	$ 43.39	23.40
GROUP 8	$ 45.36	23.40

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine;

Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader

(360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly andSimilar); Ultra High Pressure Wateriet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

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ENGI0612-001 06/01/2025

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 62.32	27.32
GROUP 1AA	$ 63.22	27.32
GROUP 1AAA	$ 64.11	27.32
GROUP 1	$ 61.41	27.32
GROUP 2	$ 60.63	27.32
GROUP 3	$ 59.96	27.32
GROUP 4	$ 56.15	27.32

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom

(including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft

type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0612-008 06/01/2025

LEWIS AND PACIFIC (PORTION LYING NORTH OF A PARALLEL LINE EXTENDING WEST FROM THE NORTHERN BOUNDARY OF WAHKAIKUM COUNTY TO THE SEA) COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		

GROUP 1A	$ 61.22	27.32
GROUP 1AA	$ 62.12	27.32
GROUP 1AAA	$ 62.99	27.32
GROUP 1	$ 60.32	27.32
GROUP 2	$ 59.56	27.32
GROUP 3	$ 58.89	27.32
GROUP 4	$ 55.13	27.32

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox,

Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0612-012 06/01/2025

THURSTON COUNTY

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 61.81	27.32
GROUP 1AA	$ 62.71	27.32
GROUP 1AAA	$ 63.59	27.32
GROUP 1	$ 60.91	27.32
GROUP 2	$ 60.14	27.32
GROUP 3	$ 59.46	27.32
GROUP 4	$ 55.68	27.32

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead,

bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0701-002 01/01/2025

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 58.94	17.15
GROUP 1A	$ 61.10	17.15
GROUP 1B	$ 63.26	17.15
GROUP 2	$ 57.03	17.15
GROUP 3	$ 55.88	17.15
GROUP 4	$ 52.55	17.15
GROUP 5	$ 51.31	17.15
GROUP 6	$ 48.09	17.15

Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments);

Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or ""Trimmer""; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and

including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip

Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine

(riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

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IRON0014-005 07/07/2025

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER	$ 43.40	32.77

IRON0029-002 07/07/2025

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes
IRONWORKER	$ 48.31	34.52

IRON0086-002 07/07/2025

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER	$ 43.40	32.77

IRON0086-004 07/07/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER	$ 57.94	34.52

LABO0238-004 06/01/2025

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE,

WALLA WALLA, AND WHITMAN COUNTIES
A-2 AREA: ADAMS,COLUMBIA,DOUGLAS (East of 120th Meridian),
FERRY, GRANT, OKANOGAN, PEND OREILLE, AND STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1	$ 34.03	16.90
GROUP 2	$ 37.13	16.90
GROUP 3	$ 37.46	16.90
GROUP 4	$ 37.80	16.90
GROUP 5	$ 38.14	16.90
LABORER (A-2)		
GROUP 1	$ 37.03	16.90
GROUP 2	$ 40.13	16.90
GROUP 3	$ 40.46	16.90
GROUP 4	$ 40.80	16.90
GROUP 5	$ 41.14	16.90

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine,6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class ""A"" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall

Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical ""splash suit"" and air purifying respirator); Jackhammer Operator; Miner, Class ""B"" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Aspahlt Raker;Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class ""D"", (to include raise and shaft miner, laser beam operator on riases and shafts)

LABO0238-006 06/01/2025

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT,

LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier	$ 38.05	16.75

LABO0242-003 06/01/2025

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 36.07	15.79
GROUP 2A	$ 40.88	16.72
GROUP 3	$ 50.38	16.96
GROUP 4	$ 51.52	16.99
GROUP 5	$ 52.31	17.01
GROUP 6	$ 53.99	17.05

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2025

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC

(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 36.07	15.79
GROUP 2	$ 40.88	16.72
GROUP 3	$ 50.38	16.96
GROUP 4	$ 51.52	16.99
GROUP 5	$ 52.31	17.01

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer;

Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0292-008 06/01/2025

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 36.07	15.79
GROUP 2	$ 40.88	16.72
GROUP 3	$ 50.38	16.96
GROUP 4	$ 51.52	16.99
GROUP 5	$ 52.31	17.01

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.

TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond,

aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-022 06/01/2025

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1	$ 32.67	15.60
GROUP 2	$ 40.56	15.60
GROUP 3	$ 44.06	15.60
GROUP 4	$ 44.90	15.60
GROUP 5	$ 45.54	15.60
GROUP 6	$ 46.08	15.60

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping, and/or Planting Laborers

GROUP 2: Fence Builders and Traffic Flaggers

GROUP 3: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew);

Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Hod Carrier; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 4: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 5: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 6: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

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LABO0348-003 06/01/2025

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 31.19	16.48
GROUP 2	$ 35.34	16.59
GROUP 3	$ 38.40	16.66
GROUP 4	$ 39.26	16.68
GROUP 5	$ 39.89	16.70

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack;

Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2025

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS	$ 41.80	20.85

PAIN0010-012 07/01/2025

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER (Brush, Roller, Spray & Sandblasting)	$ 39.94	16.68

PAIN0010-013 07/01/2025

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER	$ 41.19	17.09

PAIN0300-007 07/01/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER	$ 41.24	14.70

PAIN0427-005 07/01/2025

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER (Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water, Sandblasting, Over 30'/Swing Stage Work, Brush, Roller, Striping, Steam-cleaning, and Spray)	$ 36.26	17.01

PLAS0072-004 06/01/2025

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1	$ 40.89	18.64

Zone Differential (Add to Zone 1 rate): Zone 2 - $3.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2024

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON	$ 54.16	21.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE	$ 54.66	21.27
TROWELING MACHINE OPERATOR ON COMPOSITION	$ 54.66	21.27

PLAS0555-002 06/01/2025

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	$ 48.05	20.31
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	$ 47.09	20.31
CEMENT MASONS	$ 46.13	20.31
COMPOSITION WORKERS AND		

POWER MACHINERY OPERATORS...$ 47.09 20.31

Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2024

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1	$ 33.09	17.63
GROUP 2	$ 33.24	17.63
GROUP 3	$ 33.40	17.63
GROUP 4	$ 33.72	17.63
GROUP 5	$ 33.97	17.63
GROUP 6	$ 34.18	17.63
GROUP 7	$ 34.42	17.63

Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including

15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

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* TEAM0174-001 06/01/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	$ 55.43	27.52
GROUP 2:.....	$ 54.59	27.52
GROUP 3:.....	$ 51.78	27.52
GROUP 4:.....	$ 46.81	27.52
GROUP 5:.....	$ 54.98	27.52

ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add $1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by $2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying

respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit.""
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1	$ 36.83	20.93
GROUP 2	$ 39.47	20.93
GROUP 3	$ 39.58	20.93
GROUP 4	$ 39.91	20.93
GROUP 5	$ 40.02	20.93
GROUP 6	$ 40.22	20.93
GROUP 7	$ 40.56	20.93
GROUP 8	$ 40.88	20.93
AREA 2:		
GROUP 1	$ 33.83	20.93
GROUP 2	$ 36.47	20.93
GROUP 3	$ 36.58	20.93
GROUP 4	$ 36.91	20.93
GROUP 5	$ 37.02	20.93
GROUP 6	$ 37.22	20.93
GROUP 7	$ 37.56	20.93
GROUP 8	$ 37.88	20.93

Zone Differential (Add to Zone 1 rate: Zone 1 + $2.00)

BASE POINTS: Spokane, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraullic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons);

Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in additon to the classification working in as follows:

LEVEL C-D: - $.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - $1.00 PER HOUR (Uses supplied air is conjunction with a chemical spash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:
Trucks Pulling Equipment Trailers: shall receive $.15/hour over applicable truck rate

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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"

ATTENTION

The following Special Contract Requirements (SCRs) are only a portion of the specifications for this project. These SCRs amend and supplement the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14. The FP-14 is a separately published book. In order to understand the solicitation properly you need to have the FP-14 as well as this packet. Pay particular attention to the provisions of Subsection 104.04 in the FP-14 that explain how each of the many contract documents fit together.

One printed copy of the FP-14 will be distributed to the successful bidder.

To view the FP-14 electronically, go to:
https://highways.dot.gov/federal-lands/specs

A single paper copy can also be obtained from the Research & Technology Product Distribution Center (RTPDC) by e-mail report.center@dot.gov, phone 814-239-1160, or fax 814-239-2156.

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DIVISION 100
GENERAL REQUIREMENTS

Section 101. — TERMS, FORMAT, AND DEFINITIONS

01/05/26– FP-14

101.03 Abbreviations. Add the following to Subsection (a):

AMS-STD — Aerospace Material Specification Standard

CDR — Contractor's Daily Record

DBH — Diameter at Breast Height

DNR — Department of Natural Resources

MORA — Mount Rainier National Park

MSE — Mechanically Stabilized Earth

OHWM or OHW — Ordinary High-Water Mark

SAE — Society of Automotive Engineers

WSDOT — Washington State Department of Transportation

101.04 Definitions. Add the following:

Holidays — Holidays occur on the following days:

- 1st day of January — New Years' Day;
- 3rd Monday of January — Martin Luther King, Jr. Day;
- 3rd Monday of February — Presidents' Day;
- Last Monday of May — Memorial Day;
- 19th day of June — Juneteenth National Independence Day;
- 4th day of July — Independence Day;
- 1st Monday of September — Labor Day;
- 2nd Monday of October — Columbus Day;
- 11th day of November — Veterans' Day;
- 4th Thursday of November — Thanksgiving Day;

- 25th day of December — Christmas Day;
- Other days declared holidays by the Congress or the President; and
- If a holiday occurs on a Saturday, the preceding Friday is also a legal holiday. If a holiday occurs on a Sunday, the Monday following is also a legal holiday.

In-Water Work — Work below the ordinary high-water mark (OHWM).

Masterworks — A web-based system used by the Government, Contractors, and subcontractors on this Government contract to prepare CDRs and measurement notes (such as pay notes and field measurements), and to transmit submittals, documents and drawings.

Pneumatic Roller — Self-propelled compaction device with smooth pneumatic tires staggered in position to provide overlap between the front and rear tires.

Section 102. — BID, AWARD, AND EXECUTION OF CONTRACT

01/05/26– FP-14

102.02 Preparation of Bids. Add the following:

Follow the requirements of FAR Clauses 52.236-2 Differing Site Conditions, and 52.236-3 Site Investigation and Conditions Affecting the Work. Bidders are urged and expected to inspect the site where the work will be performed.

Submit bids for construction of the project under two separate bid schedules designated A and B. Complete all schedules. Each schedule represents alternate amounts of work and not alternate methods of completing the work.

Schedule A consists of all work on Sunrise Road and a blend of natural stone masonry with simulated stone masonry surface treatment.

Schedule B consists of all work on Sunrise Road and all natural stone masonry.

102.02A Physical Data.(Added Subsection).

The following Physical Data files applicable to this project are posted on https://sam.gov and listed below. Provided data or information is for the Contractor's information. The Government will not be responsible for any interpretation or conclusion drawn from the data or information by the Contractor.

Perform additional conversions and calculations as necessary for convenient use of Government-provided data. The Contractor is responsible for the accuracy of all information converted from the Government-provided data. Provide immediate notification of apparent errors in the provided data.

(a) Hydraulic and hydrological data.

(1) Hydraulic and hydrological report in Portable Document Format (.pdf) format;

(a) mora11-1_HYD_Hydraulic Reconnaisance Report.pdf; and

(b) mora11-1_HYD_Hydraulics Report.pdf

(b) Bridge data.

(1) Bridge Inspection Report in Portable Document Format (.pdf) format; and

(a) mora11-1_BRIDGE_9450-027P Fryingpan Creek Bridge Safety Inspection Report 2024.pdf

(2) Bridge As-Built Plans in Portable Document Format (.pdf) format; and

(a) mora11-1_BRIDGE Existing Fryingpan Creek Bridge As-built.pdf

(3) FLH Bridge Oversized/Overweight Permit Load Request Form in Portable Document Format (.pdf) format;

(a) mora11-1_BRIDGE_FLH OSOW vehicle permit request form.pdf

(c) Geotechnical data.

(1) Geotechnical report in Portable Document Format (.pdf) format;

(a) mora11-1_GEO_GR0525.pdf

(d) Design data.

(1) Proposed horizontal alignment(s) and profile grade(s) in Portable Document Format (.pdf) and LandXML (.xml) formats;

(a) mora11-1_proposed-alignment_MAIN 01.pdf; and

(b) mora11-1_proposed-alignment_MAIN 01.xml

(2) Cross Sections in Portable Document Format (.pdf);

(a) mora11-1_XS_MAIN 01.pdf; and

(b) mora11-1_XS_culverts_MAIN.pdf

(3) Earthwork volume report in Portable Document Format (.pdf);

(a) mora11-1_Earthwork_MAIN 01.pdf; and

(b) mora11-1_Earthwork_West Parking Lot.pdf

(4) Clearing limits (based on theoretical catch points) in Portable Document Format (.pdf) and Microsoft Excel (.xlsx) format;

(a) mora11-1_clearing-limit_MAIN 01.pdf; and

(b) mora11-1_clearing-limit_MAIN 01.xlsx

(5) Construction staking notes containing points at centerline, shoulders, and theoretical slope stake catch in Portable Document Format (.pdf) and Microsoft Excel (.xlsx) format;

(a) mora11-1_construction-staking-notes_MAIN 01.pdf; and

(b) mora11-1_construction-staking-notes_MAIN 01.xlsx

(6) X, Y, Z coordinates of subgrade, intermediate and final layer(s) points at centerline and shoulders, in Portable Document Format (.pdf) and Microsoft Excel (.xlsx) format;

(a) mora11-1_XYZ_base_MAIN 01.pdf;

(b) mora11-1_XYZ_inter_MAIN 01.pdf;

(c) mora11-1_XYZ_final_MAIN 01.pdf;

(d) mora11-1_XYZ_base_MAIN 01.xlsx;

(e) mora11-1_XYZ_inter_MAIN 01.xlsx; and

(f) mora11-1_XYZ_final_MAIN 01.xlsx

(7) Proposed finished surface in LandXML (.xml) format;

(a) mora11-1_Proposed-finish-surface_MAIN 01 EAST.xml; and

(b) mora11-1_Proposed-finish-surface_MAIN 01 WEST.xml

(8) Proposed subgrade surface in LandXML (.xml) format:

(a) mora11-1_Proposed-finish-subgrade-surface_MAIN 01_EAST.xml;

(b) mora11-1_Proposed-finish-subgrade-surface_MAIN 01_WEST.xml; and

(9) Proposed 3D breaklines in Drawing Exchange Format (.dxf);

(a) mora11-1_Proposed-3D-breaklines.dxf

(10) Existing ground surface in LandXML (.xml) format; and

(a) mora11-1_existing-ground-surface.xml

(11) Control Point coordinates in Microsoft Excel (.xlsx) format.

(a) mora11-1_control-points.xlsx

(e) Other data.

(1) Pavement Report in Portable Document Format (.pdf) format; and

(a) mora11-1_Final Pavement Memo.pdf

(2) Stormwater Pollution Prevention Plan (SWPPP) in Portable Document Format (.pdf) format.

(a) mora11-1_SWPPP.pdf

102.05A Contract Award. (Added Subsection).

Follow the requirements of FAR Provision 52.214-19, Contract Award - Sealed Bidding - Construction.

The Government wishes to complete as much natural stone masonry as possible. If sufficient funds are available at the time of award, the Government will award Schedule "B" to the low responsible

bidder of Schedule “B”. If sufficient funds are not available at the time of award to award Schedule “B”, the Government will award Schedule “A” to the low responsible bidder of Schedule “A”. The successful bidder will be awarded all pay items in the bid schedule awarded.

Section 103. — SCOPE OF WORK

01/05/26– FP-14

103.01 Intent of Contract. Add the following:

Additional work on sites within or in the vicinity of the project may be requested by the CO. Such work generally will be in response to natural disasters. Provide cost proposals and perform work as ordered by the CO.

103.05 Partnering. Delete this Subsection and Substitute the following:

Partnering. To facilitate this contract, the CO offers to participate in a partnership with the Contractor. This partnership draws on the strengths of each organization to identify and achieve reciprocal goals. Partnering strives to resolve problems in a timely, professional, and non-adversarial manner. If problems result in disputes, partnering encourages, but does not require, alternative dispute resolution instead of the formal claim process. The objective is effective and efficient contract performance to achieve a quality project within budget and on schedule.

Acceptance of this partnering offer by the Contractor is optional, and the partnership is bilateral.

(a) Formal partnering. If the formal partnering offer is accepted, mutually agree with the CO on the level of organizational involvement and the need for a professional to facilitate the partnering process. Engage the facilitator and other resources for key Contractor representatives and the CO to attend a partnership development and team-building workshop usually between the time of award and the Notice to Proceed. Hold additional progress meetings upon mutual agreement.

The direct cost of formal partnering facilities, professional facilitation, copying fees, and other miscellaneous costs directly related to partnering meetings will be shared by the Contractor and Government. Secure and pay for facilities, professional fees, and miscellaneous requirements. Submit invoices to the CO. The Government will reimburse the Contractor for 50 percent of the agreed costs incurred for the formal partnering process. The Government's share will not exceed $5,000.

Each party is responsible for making and paying for its own travel, lodging, and meal arrangements. No time extension for the completion of the project will be made for the use of formal partnering.

(b) Informal partnering. If the informal partnering offer is accepted, mutually agree with the CO on the timing and substance of an informal Partnering meeting.

Costs of implementing and maintaining the informal partnership are the responsibility of the party incurring the cost.

103.06 Electronic Documentation. (Added Subsection).

Provide all documents and drawings using Masterworks.

In addition to electronic documents, provide paper copies according to Section 104, and of the following documents when requested by the CO:

(a) SWPPP of Record required under Subsection 107.01A; and

(b) Final voucher and release of claims required under Subsection 109.09.

Obtain Masterworks user accounts by completing and signing Form Masterworks-001, *Masterworks Access for A/E Staff and Construction Contractors*. An electronic version of the form is available at:

https://highways.dot.gov/federal-lands/estimates/forms

Complete and electronically submit Form Masterworks-001 for each individual requiring Masterworks access. Allow at least 7 days for system access.

Contact the CO to schedule a training session on the use of Masterworks. The virtual training session will be either a video presentation or live training as determined by the CO. The Contractor is responsible for training additional staff that were not present during the original training session.

Maintain active Masterworks accounts for all Contractor staff who use Masterworks. Notify the CO within 24 hours after an account holder is reassigned or no longer employed by the Contractor and submit a Form Masterworks-001 requesting their account be disabled.

Provide documents and drawings in their native file format (the format produced by the software that the document and drawing was created in) upon request.

Documents and drawings include but are not limited to correspondence, submittals, measurement notes, reports, plans, diagrams, qualifications, certifications, payrolls, schedules, invoices, mix designs, job-mix formulas, test results, notifications, requests, permits, and agreements.

Provide a resolution quality with color, text, and lines clearly discernible. Submit each document and drawing in an individual file. Name files with a unique document name.

Documents and drawings delivered after 5:00 pm local time will be considered received on the next business day.

The CO will reject documents that are unreadable, corrupted, illegible, or include malicious content.

103.07 Signatures for Electronic Documentation. (Added Subsection).

(a) Definitions.

(1) Electronic Signature. A computer data compilation of any symbol or series of symbols executed, adopted, or authorized by an individual to be the legally binding equivalent of the individual's handwritten signature.

(2) Wet Signature. A signature of ink from pen, or a scanned copy of an actual signature of ink from pen.

(b) Sign documents requiring a signature by electronic signature or by wet signature.

Unless the CO requests a wet signature, an electronic signature may be provided. Assume responsibility for the validity of electronic signatures. The Government will assume that the authorized individual's electronic signature is authentic.

Provide electronic signatures in the following formats:

(1) A digital signature from an encryption application;

(2) A digitized image of a paper signature; or

(3) Any other unique form or individual identification that can be used as a means of authenticating a record, record entry, or document.

If signing a document by wet signature, scan the complete document into an electronic format.

Section 104. — CONTROL OF WORK

10/06/2025– FP-14

104.03 Specifications and Drawings. Delete the first paragraph of Subsection (a) and substitute the following:

(a) General. Submittals include both documents and drawings required to construct the work. Review submittals for accuracy, completeness, and compliance with the contract. Verify submittals according to Section 153. Submittals that do not include evidence of Contractor verification may be returned for resubmission.

Submit documents in an electronic format for approval. Submit drawings in both paper and electronic format for approval. See Subsection 103.06.

Time for approval starts over when submittals are returned for revision or if additional information is requested by the CO. Do not perform work related to submitted documents or drawings before approval of the CO. Obtain written approval before changing or deviating from the approved submittals.

Delete Subsection (a)(1) and substitute the following:

(1) Documents other than drawings. Documents other than drawings include descriptive literature, illustrations, schedules, performance and test data, certifications, and similar material submitted by the Contractor to certify or explain, in detail, specific portions of the work required by the Contract. Allow 14 days for approval by the CO unless otherwise specified.

Delete the first sentence in the last paragraph of Subsection (a)(2) and substitute the following:

Submit 3 paper sets of drawings, and an electronic set of drawings with supporting calculations.

Add the following to Subsection (b)(1):

(n) Stone masonry removal and salvage plan;

(o) Simulated stone masonry surface (concrete form liner) drawings for bridge abutments and MSE wall;

(p) Stone masonry pattern and layout including measurements; and

(q) Conduits and pull boxes layout and details.

Delete subsection (b)(2)(d) and substitute the following:

(d) Bridge concrete forms;

Delete subsection (b)(2)(g) and substitute the following:

(g) Full demolition of bridge structures or partial demolition of bridge structural elements;

Add the following to Subsection (b)(2):

(o) Drilled shaft construction plan;

(p) Mass concrete placement and curing plan; and

(q) Debris shield.

Delete Subsection (b)(3)(d) and substitute the following:

(d) Temporary bridge structures design, inspection reports, and load ratings.

104.05 Load Restrictions. Add the following:

Unless otherwise permitted, do not operate equipment or vehicles that exceed the AASHTO legal load limits and 80,000 pounds total Gross Vehicle Weight over new or existing structures. Submit a plan to utilize existing or new structures as temporary works or work platforms according to Section 562.

Do not operate cranes on the existing Fryingpan Creek Bridge. Comply with the Fryingpan Creek Bridge load rating provided in the bridge inspection report listed under Subsection 102.02A(b)(1)(a).

Submit oversized and overweight permit requests for non-legal loads transported within the Mount Rainier National Park boundary. Use the request form listed under Subsection 102.02A(b)(3)(a). Allow 21 days for approval by the CO.

104.06 Other Contracts. (Added Subsection).

Follow the requirements of FAR Clause 52.236-8 Other Contracts.

The following projects are in close proximity and may have an effect on this project. Coordinate with the provided points of contact as needed according to Table 104-1.

Table 104-1
Projects in Close Proximity

Project Name	Agency	Year	Point of Contact	Phone
DNR Contract Work at McCullough Seed Orchard	DNR	2026 to 2029	John Vega Craig Bohan	(509) 424-8499 (360) 789-9483
SR 410/Upper White River CED — Immediate Actions 1&2	WSDOT	2027	Cullen Anderson	(206) 440-4319
Rehabilitate Historic Structures and Major Utilities at White River Administrative	MORA	2027	Colby Mackley	(360) 569-6717
Rehabilitate Stevens Canyon Entrance Station and Utilities	MORA	2027	Colby Mackley	(360) 569-6717
Rehabilitate Ohanapecosh Campground and Visitor Center Infrastructure Phase 2	MORA	2027	Colby Mackley	(360) 569-6717
Rehabilitate Historic Sunrise Day Lodge	MORA	2027	Colby Mackley	(360) 569-6717
CFF Snowplowing operations to provide concession staff access	MORA	2027 to 2029	Jim Ziolkowski	(360) 569-6631
Mount Rainier ERFO Repairs 2022 Phase 2	MORA	2028	Emily Hunt	(360) 569-6746
Rehabilitate Sunrise Septic System	MORA	2028	Colby Mackley	(360) 569-6717
Rehabilitate Ohanapecosh Utilities	MORA	2028	Colby Mackley	(360) 569-6717
Rehabilitate White River Bunkhouse	MORA	2028	Mitch Anderson	(360) 569-6726
Replace Historic Sunrise Visitor Center Roof	MORA	2028	Mitch Anderson	(360) 569-6726
Backbone Ridge Viaduct #1 Replacement	MORA	2028-2030	Emily Hunt	(360) 569-6746
YCC Maintain Sunrise Trails with Youth Conservation Corps	MORA	2029	James Montgomery	(360) 569-6636
Rehabilitate White River Potable Water System	MORA	2029	Micah Henderson	(360) 569-6716
Preserve and Maintain Exterior Envelope of Historic Tipsoo and Sunrise Campground	MORA	2029	Jane Ziolkowski	(360) 569-6734
Stevens Creek Bridge Replacement	MORA	2029 to 2030	Emily Hunt	(360) 569-6746

Section 105. — CONTROL OF MATERIAL

04/02/21– FP-14

105.02 Material Sources.

(a) Government-provided sources. Delete the last paragraph and substitute the following:

The quality of material is generally acceptable. Variations in quality should be expected as it is not feasible to ascertain the quality of material for an entire deposit from exploratory samples. Determine the quantity, type of equipment, and work necessary and produce acceptable material to be incorporated into the work.

Perform quality control sampling and testing according to the approved Contractor Quality Control Plan in Section 153 and the applicable Sampling, Testing, and Acceptance Requirements tables included at the end of each Section. Allow the CO the opportunity to witness sampling and splitting of test material.

Government-provided mandatory sources for this project are identified as follows:

Obtain raw, unprocessed rocks for use in constructions of stone curbs according to Section 609 and stone masonry fascia according to Section 620 from avalanche chutes on Stevens Canyon Road. The locations of the avalanche chutes are listed below and also shown in the plans. The avalanche chutes are estimated to contain more than 100 yd^2 of material. Complete harvesting material before Memorial Day weekend. Access to the avalanche chutes will be granted once the Park has cleared the road in May.

(1) Primary source: 46°46'16.9"N, 121°41'28.3"W;

(2) Secondary source: 46°46'5.8"N, 121°40'31.2"W; and

(3) Alternate source: 46°46'09.3"N, 121°40'44.5"W.

There is no charge for material taken from the avalanche chutes.

(b) Government-provided material stockpile. Add the following:

The Government will provide sidewalk artwork tiles for use in the construction of sidewalk according to Section 615. Obtain material from CO.

The Government will provide seeds for use in turf establishment at the Fryingpan Creek Bridge according to Section 625. Obtain material from CO.

(c) Contractor-located sources. Delete this Subsection and substitute the following:

(c) Contractor-located sources. The Contractor is responsible for Contractor-located material sources, including established commercial material sources. Use sources that fulfill the contract quantity and quality requirements. Determine the quantity, type of equipment, and work necessary to select and produce an acceptable material. Secure permits and clearances

for use of the source and submit copies of the documents to the CO. Follow the environmental requirements of Subsection 107.10(d) and anticipate a minimum of 60 days for approvals for use of any contractor located site or source. Submit available historical data indicating acceptable material can be produced from the source. Perform quality control sampling and testing according to the approved Contractor Quality Control Plan in Section 153, aggregate source quality tests, and applicable Sampling, Testing, and Acceptance Requirements table included at the end of each Section. Allow the CO the opportunity to witness sampling and splitting of the test material.

Weed free certification. All material sources and materials incorporated into the work must be certified by the Park to be free from noxious weeds, invasive plants, and other deleterious materials. Material obtained from certified weed free sources are to be transported directly to the project or staging area limits without stockpiling at another site.

(1) Park-certified weed free commercial sources. Use of Park-certified commercial sources does not require a weed free certification if mining from locations in the source pit with the least potential to harbor weed seed or propagules; if removing three feet of overburden before mining new material; and if not using stockpiled materials that have been in place over a growing season or show signs of weed infestation.

(a) 2026 construction season. The following are Park-certified commercial sources.

WA Rock Quarries Inc. (2 locations)

Kapowsin Quarry
29104 Camp One Rd E
Orting WA 98360
(253) 262-1661

King Creek Pit
25009 Brooks Rd E
Orting WA 98360
(253) 262-1661

Ashe Quarry
1203 Falls Road
Randle, WA 98377
(360) 520-4375

Cal-Portland DuPont
4301 Pioneer Way
DuPont, WA 98327
(206) 406-0397

(b) Subsequent construction seasons. Obtain a list of Park-certified commercial sources from the CO. Park-certified sites for subsequent construction seasons may be used for that year's construction season.

(2) Other commercial sources. Commercial sources other than the ones listed above will require CO approval before use. Submit requests to use these sources by July 1 of the year before the construction season of intended use.

(3) Non-commercial sources submitted under Subsection 107.10(d). These sources will require CO approval before use. Submit requests to use these sources by July 1 of the year before the construction season of intended use.

105.04 Handling and Storing Material. Delete this Subsection and substitute the following:

(a) Staging and stockpiling sites. Use areas identified within the plans as staging and stockpiling areas. Parking along Sunrise Road is restricted to hardened surfaces, such as pullouts.

Provide additional space as needed. CO approval is required for any soil and rock stockpile locations and turnouts other than those identified in the plans. Do not use private property for staging, storage, or disposal without written permission of the owner or lessee and before completion of the requirements of Subsection 107.10(d). Submit copies of agreements and documents and do not use property until approved by CO.

Provide security for stored material.

Place temporary plastic fencing around all pullouts to be used as parking and staging. Remove all rubbish from the project work limits daily unless allowed to remain by CO. Dispose of materials, including construction debris, demolition debris including metal pieces, concrete and asphalt, unusable pipe, weed-infested soil, waste excess excavated materials outside the park according to Subsection 203.05(a).

At the end of each construction season, haul and dispose of all demolition debris and trash from the park according to local, county, state, and federal regulations. Perform walk-throughs along the project limits with the CO by September 30, to determine acceptable locations for material stockpiles and equipment storage, and acceptable site conditions before winter shutdown.

Government-provided staging and storing areas are listed below. Restore the areas to their original condition and as outlined below after project completion. Maintain and restore sites including accesses at no additional cost to the Government. The CO will mark the exact limits of each site in the field. If electing to use the areas, comply with the following:

(1) Ohanapecosh Yard. Protect the existing sewer pipe at this site with a steel plate before stockpiling stone masonry.

(2) Cayuse Pass pullout.

(a) Maintain access to the existing trailhead; and

(b) Maintain 50 feet of clear space on the north end of the pullout for public parking.

(3) McCullough Seed Orchard.

(a) Prepare and submit an operating plan 2 weeks after award in 2026, and by April 1 in subsequent years. Consult Section H for more details.

(b) There is no fee to use the site for contractor housing. Utilities, toilets, and garbage services are the responsibilities of the Contractor;

(c) Obtain United States Forest Service (USFS) Road Use Permit and Bridge Use Permit for Forest Service Road (FSR) 7300 and FSR 7300-160;

(d) Add a second lock and retain the existing lock on the entrance gate;

(e) There is an existing access road within the site. Make access road available for use by other agencies as directed by CO;

(f) Do not block access to the entrance and parking in front of the existing building;

(g) Offset staging site 20 feet from perimeter fence and interior trees;

(h) If needed, remove trees smaller than 2-inch DBH;

(i) Any straw, hay, or commercial mulch stored at this site must be certified weed-free by the Washington Weed Free Hay and Mulch Program (WWHAM);

(j) Mulch or seed the site before winter shutdown each year. In the last construction season, restore the site by scarifying compacted ground and establishing turf according to Sections 625 and 713; and

(k) For construction years 2027 to 2029, complete herbicide treatments according to the Mount Baker-Snoqualmie National Forest 2015 Invasive Plant Treatment Environmental Impact Statement and the herbicide treatment prescription provided by the CO. Provide herbicide treatment records to CO within 10 days of treatment completion.

(b) Stockpiling. Once materials are transported to the site, do not stockpile outside of the project limits or designated Government provided staging areas. Do not drive, park or store material on vegetated shoulders. Do not stack material, or equipment against tree trunks.

(1) Stockpile conserved topsoil on site as construction limits allow and at the Cayuse Pass pullout with coordinates 46°51’53.3”N, 121°31’58.1W according to Subsection 204.05.

(2) Stockpile excess salvaged stone masonry at the Ohanapecosh Yard with coordinates 46°43'49.50"N, 121°34'10.55"W.

(3) Salvage fell trees according to Subsection 201.06 and stockpile as follows:

(a) Deflector log structure. Stockpile on site near the final placement location. The Cayuse Pass pullout may be used as a secondary stockpiling location.

(b) Landscaping logs. Stockpile on site. The Cayuse Pass pullout may be used as a secondary stockpiling location.

(c) Mount Rainier use. Stockpile at the McCullough Seed Orchard with coordinates 47°04'20.3"N, 121°35'20.8"W.

(d) SR 410. Stockpile at the McCullough Seed Orchard.

(e) Mulch. Stockpile the chips at the Cayuse Pass pullout.

Section 106. — ACCEPTANCE OF WORK

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106.01 Conformity with Contract Requirements. Add the following to the second paragraph:

Use the procedures for sampling and testing contained in the WFLHD *Sampling and Testing Methods,* except, when a specified sampling or test method is not included in this supplement, sample and test according to the referenced test procedure.

Delete the third paragraph and substitute the following:

Use the FLH *Field Materials Manual (FMM), Appendix B: FLH Test Methods* in effect on the date of the IFB or RFP. Electronic copies of the FLH Test Methods can be downloaded from:

https://highways.dot.gov/federal-lands/materials/field-materials-manual

Delete the fourteenth paragraph and substitute the following:

Remove, repair, or replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted. Remove, repair, or replace work; provide temporary traffic control; and perform other related work to correct nonconformities at no cost to the Government.

Add the following:

Obtain copies of the following documents at:

https://highways.dot.gov/federal-lands/construction/paynotes

- *Construction Paynote Examples*, dated August 2011.

Obtain copies of the following documents at:

https://highways.dot.gov/federal-lands/materials

- *WFLHD Sampling and Testing Methods*;
- Materials Testing Forms;
- FLH T 521 – *Standard Method of Test for Determining Riprap Gradation by Wolman* Count; and
- FLH Addendum to AASHTO T 308 – *Standard Method of Test for Correction Factors for Hot Mix Asphalt (HMA) Containing Recycled Asphalt Pavement (RAP) by the Ignition Method*.

106.02 Visual Inspection. Delete this Subsection and substitute the following:

Visual Inspection. Acceptance is based on visual inspection of the work for compliance with the specific contract requirements. Use prevailing industry standards in the absence of specific contract requirements or tolerances.

106.03 Certification. Add the following after the second paragraph:

Obtain required certifications and maintain records of all required certifications according to Subsections 103.04, 153.04, and 155.07.

Submit a completed Form WFLHD 87, *Certification of Compliance* with each material requiring a certification. An electronic version may be found at:

https://highways.dot.gov/federal-lands/construction/forms-wfl

Submit all certifications to the CO unless otherwise specified in the Section ordering the work.

(a) Production certification. Delete the first sentence of Subsection (3) and substitute the following:

(3) Substantiating evidence that the material conforms to the contract quality requirements, including the following:

Section 107. — LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

10/06/25(4)– FP-14

107.01 Laws to be Observed. Delete the third paragraph and substitute the following:

Comply with the terms and conditions included in all permits and agreements obtained by the Government for performing the work included in this contract (See Section H). The Government will extend the permits and agreements in Section H as needed. Notify the CO immediately of any changes, including modifications to Government-obtained permits, or any additional permits or agreements that are required by the Contractor's methods of operation. Allow adequate time in the construction schedule for any additional permits or changes to Government-obtained permits. Furnish copies of all acquired permits and agreements not in the contract.

The CO will designate erosion control devices to remain. Removal and disposal of erosion control devices designated to remain will be performed by others.

Comply with the requirements of the Fire Protection and Suppression Plan included in this contract (See Section I).

107.01A National Pollutant Discharge Elimination System Permit (NPDES). (Added Subsection).

(a) Erosion Control Supervisor. Provide a qualified Erosion Control Supervisor and erosion control team member(s) according to Subsection 157.03.

(b) Preparation of the Storm Water Pollution Prevention Plan (SWPPP). Prepare a SWPPP according to the requirements of the NPDES Construction General Permit (CGP) and contract requirements. The SWPPP may use information found in the Government's preliminary SWPPP listed under Subsection 102.02A. Work on the SWPPP may begin before the Notice to Proceed is given. Follow the FHWA format in the SWPPP provided by the CO, including the narrative, maps, erosion control details and layout sheets, forms, and documentation.

(1) Complete the SWPPP narrative provided in the physical data or prepare a new SWPPP narrative. Include in the SWPPP narrative a statement stating that the Contractor is responsible for performing all work required in the SWPPP, including establishing measures to prevent water pollution, performing inspections, and submitting required reports.

(2) Revise or prepare new site maps and erosion/sediment control details and layout sheets as necessary to accommodate project site conditions and proposed construction operations. Include map locations and erosion and sediment control measures for all Government-provided:

(a) Staging areas;

(b) Equipment storage areas;

(c) Erodible stockpiles; and

(d) Other locations required by the CGP.

(3) Identify the Erosion Control Supervisor and erosion control team member(s) by name and position. Include their individual responsibilities according to Section 6.1 of the CGP and their qualifications in the SWPPP.

(4) Submit one electronic copy of the SWPPP to the CO before the preconstruction conference. Allow 10 working days for CO approval of SWPPP. Upon approval by the CO, print one paper copy and place in a binder following the FHWA tab format. Co-sign the approved SWPPP and maintain it as the SWPPP of record for the project. Make the SWPPP available for public and regulatory-agency inspection.

(c) Notice of Intent (NOI). After the SWPPP is signed, file a NOI with the EPA as a federal operator.

File the NOI at the following website:

https://cdx.epa.gov/cdx

Provide a copy of the NOI and EPA acknowledgement email to the CO.

Do not perform any ground disturbing activities including clearing, grubbing, or earthwork until the conclusion of the 14-day waiting period as stated in the EPA acknowledgement letter or as otherwise provided by EPA.

(d) Public notice. Provide an aluminum sign panel to be installed in a location approved by the CO. Fabricate and mount signs according to Section 635. Post signs in a publicly accessible location. Furnish signs containing the following information using a large, readable font of at least 1-inch size letters:

(1) The NPDES Permit tracking number.

(2) Contractor's contact name and phone number for obtaining additional information.

(3) Include the following statements:

- "For a copy of the NOI: https://permitsearch.epa.gov/epermit-search/ui/search."
- "For a copy of the Storm Water Pollution Prevention Plan for this site, contact WFLHDStormwater@dot.gov."
- "If you observe indicators of storm water pollutants in the discharge or in the receiving water, contact the EPA: https://www.epa.gov/enforcement/report-environmental-violations."

Removal and disposal of the sign panel, posts, and any other information posted on the sign panel will be performed by others.

(e) Photographs. Identify representative locations of the project for photograph points and provide a site plan showing the photograph locations for approval. Once approved by the CO, take photographs from each identified location before ground disturbing activities begin. All photos must be clear and in focus and in the original format and resolution. Include the date each photograph was taken and a brief description of the area of the site captured by the photograph. Include copies of photographs in the SWPPP.

(f) Inspections. Perform SWPPP inspections as required in the CGP, Subsection 157.14, and the SWPPP. Document inspections using forms provided in the SWPPP of record and retain the records in the SWPPP binder. Submit each inspection to the CO for approval. Allow 2 working days for CO approval of inspections. Co-sign each approved inspection and file in the SWPPP binder. Complete all SWPPP forms as construction progresses until submittal of the Notice of Termination (NOT) or final acceptance.

(g) Revisions to the SWPPP. Ensure that all erosion and sediment control procedures, practices, and inspections are current as required by the CGP. Revise the SWPPP as necessary during construction and as required by the CGP. Submit each revision to the CO for approval. Allow 2 working days for CO approval of a revision. Co-sign each approved SWPPP revision and file in the SWPPP binder. Implement approved revisions and corrective actions according to the timelines in the CGP.

(h) Notice of Termination (NOT). Provide post-construction photographs according to the requirements in Subsection 107.01A(e). Take photographs from the same locations and include copies of photographs in the SWPPP. File the NOT, with required photographs, when all conditions for terminating the permit have been met as described in CGP. Do not file the NOT without the CO's approval. Provide a copy of the NOT and EPA acknowledgement email to the CO.

Provide the CO with the complete SWPPP of record upon final acceptance of the project, including inspection forms, logs, photographs, and all other required documentation added during the project.

(i) Contractor selected sites. Prepare separate SWPPP and file separate NOI for all Contractor-selected sources and all waste, borrow, and staging sites not included in the contract. These SWPPP(s) and NOI(s) are solely the responsibility of the Contractor. Do not submit to CO for approval or for signature.

107.02 Protection and Restoration of Property and Landscape. Amend as follows:

Delete the third paragraph and substitute the following:

Do not disturb any area outside the construction limits unless authorized according to Subsections 105.02(c) and 107.10(d). Replace trees, shrubs, or vegetated areas outside the

construction limits damaged by construction operations as directed and at no cost to the Government. Only remove damaged limbs of existing trees when directed by an approved arborist.

Add the following to the fourth paragraph:

Paleontological remains and archeological specimens found within the construction area are the property of the Mount Rainier National Park and will be removed only by the Mount Rainier National Park or designated representatives. Notify the CO within 1 hour of any discovery. Include a brief statement of the location and details of the finding.

107.03 Bulletin Board. Delete Subsections (a) and (f).

107.03A Public Notice. (Added Subsection).

Publish notices of the road work in local newspapers and on local radio stations. Include a description of the work, expected delays, and periods when the road is open to traffic without delays. Issue the notice at least 5 days before beginning work on the project or beginning work after a winter suspension, and at least two times during the normal tourist season.

107.08 Sanitation, Health, and Safety. Add the following after the first paragraph:

Submit an accident prevention plan for implementing safety and health standards at the Preconstruction Conference. Submit a completed Form WFLHD-28, *Guide Outline of Contractor's Accident Prevention Plan*. An electronic version is available at:

https://highways.dot.gov/federal-lands/construction/forms/wfl/wflhd-28

107.10 Environmental Protection.

(b) Oil and hazardous substances. Add the following:

Inspect all vehicles and equipment conducting operations in or within 200 feet of wetlands or water daily for fluid leaks.

Store chemicals in water-tight containers that are kept closed, sealed, and secured when not being actively used. Store chemicals a minimum of 150 feet from waters and storm drain inlets. Use secondary containment for storage areas to capture leaks or spills.

Fuel storage containers larger than 5 gallons are not allowed on the project site. Deliver fuel to the site only in trucks designed for fuel hauling but do not otherwise store fuel on site.

For equipment (e.g. pumps, generators) stationed in a dewatered work zone that cannot be readily relocated, refuel or service using a secondary containment system.

Perform vehicle maintenance and fueling inside a Spill Prevention, Control, and Countermeasure (SPCC) containment unit or sorbent pad with a minimum capacity of 150% of the fuel volume present.

(c) Dirt, plant, and foreign material. Delete the first paragraph and substitute the following:

Prevent introduction of noxious weeds and non-native plant species into Mount Rainier National Park and the McCullough Seed Orchard. Remove all visible traces of mud, soil, and plant matter from all vehicles (including wheel wells), heavy equipment, hauling vehicles and trailers before their first entry into the Mount Rainier National Park and McCullough Seed Orchard. Pressure wash hauling vehicles before transporting clean material. Subsequent entries of hauling vehicles into the Park and seed orchard do not require pressure washing unless the vehicle shows signs of mud, plant material, or as requested by the CO. Follow applicable Federal land management agency requirements and state requirements. Maintain cleaning and inspection records. Notify the CO a minimum of 48 hours before entry to allow for inspection.

Cover all haul truck material loads during transport. Maintain adequate freeboard to prevent spillage.

Cover material stockpiles (conserved rock/soil and sub-excavation material) with a breathable water repelling fabric, and secure covers around the stockpile perimeter to hold covers in place. Cover conserved topsoil using only bonded fiber matrix hydromulch.

Clean all vehicles and equipment to remove all visible traces of soil, plant material, debris, and petroleum from wheels, tires, tracks, drive mechanisms, undercarriages, etc. Only materials and equipment free of toxic pollutants may be placed within wetlands and waters.

(d) Clearances for Contractor-selected, noncommercial areas. Delete this Subsection and substitute the following:

(d) Sites outside construction limits. Activities outside the construction limits include, but are not limited to the following; material sources, waste sites, haul roads, staging areas, and water sources. Provide the following documents to the CO and anticipate a minimum of 60 days for approvals. Do not use sites or sources until approved by CO.

The requirements (1) through (6) below do not apply to Government designated sites or sources or commercial sites or sources that are established, have provided material over the last two years, have appropriate Federal, State and local permits, and do not require expansion outside their currently established and permitted area.

(1) Proposed activity description. Submit a description, schedule, and location of the proposed activities for approval by the CO. Include maps of the area and other relevant information.

(2) Cultural resources. Submit written documentation satisfactory to the CO for a recommendation of either "no historic properties affected" or "no effect" according to 36 CFR 800.4(d)(1) for historic properties on or eligible for listing to the National Register of Historic Places. Provide either:

(a) Documentation showing there are no cultural resources present, and a recommendation of either "no historic properties affected" or "no effect" according to 36 CFR 800.4(d)(1). Documents must be prepared by an individual qualified under the

Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 48 FR 44738-44739 and 36 CFR Part 61.

Documentation must be satisfactory to the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) as appropriate, according to 36 CFR 800.3(c).

The CO will submit the documentation to the SHPO or THPO.; or

(b) Documentation showing a finding of either "no historic properties affected" or "no effect" according to 36 CFR 800.4(d)(1) has been previously obtained for the proposed activities from the State, Tribal Government or Federal Land Management Agency responsible for the land. Include attached copies of SHPO concurrence, or Memorandum of Agreement (MOA) where concurrence is not required.

(3) Species protected under the Endangered Species Act of 1973. Submit written documentation satisfactory to the CO that the proposed action will have no effect to any threatened or endangered species or their critical habitat. Provide either:

(a) A current list of all threatened or endangered species in the site of proposed activities from the U.S. Fish and Wildlife Service and National Marine Fisheries Service; and a recommendation of a "no effect" determination according to Section 7 of the Endangered Species Act prepared by a biological specialist with a minimum of 3 years of experience in Endangered Species Act compliance or other qualifications acceptable to the CO. or

(b) Documentation showing the proposed activities have previously been determined to comply with the Endangered Species Act and this determination remains valid. This documentation must be from the State, Tribal Government or Federal Land Management Agency responsible for the land. Attach evidence of compliance, including correspondence with the U.S. Fish and Wildlife Service and National Marine Fisheries Service.

(4) Wetlands and Waters. Submit written documentation satisfactory to the CO, that the proposed action will comply with Sections 404 and 401 of the Clean Water Act, Executive Order 11990, and will not affect any wetlands or waters under Federal, State, or local jurisdiction. Documentation must be prepared by a wetland specialist with a minimum of 3 years of experience in wetland and ordinary high water mark delineation.

(5) Federal lands. Before use of sites on Federal lands, submit a copy of the Letter of Approval or Special Use Permit from the applicable Federal agency allowing use of the site for intended purposes.

(6) Tribal, state and local approvals. Comply with applicable laws regarding the proposed activities. Submit copies of required clearances, including hazardous waste compliance, tribal, State and local permits and approvals.

Add the following:

(e) Archaeological site monitoring. Provide a qualified archaeologist to perform archaeological site monitoring according to Subsection 647.05.

(f) Other requirements. Comply with the following requirements:

(1) Perform in-water work in Fryingpan Creek and at Stream D culvert at STA 15+65, including construction and removal of temporary stream diversions and work bridge, from June 15 to August 15 (dates inclusive), during calendar years 2027, 2028 and 2029. Limit all remaining culvert work when streams are dry to the extent possible.

(2) Begin pile driving activities with a "soft start" and precede blasting with an airgun or airhorn several times to frighten fish from the project area.

(3) Use biodegradable vegetable-based oil in any equipment that operates below the OHWM of Fryingpan Creek, operates over, or reaches into wetlands or waters.

(4) Do not conduct clearing operations between March 15 and September 30 (dates inclusive) to avoid impacting nesting birds.

(5) If active bird nests are identified during clearing operations, immediately suspend operations within 500 feet of the nest and notify the CO within 1 hour. Obtain approval from the CO before restarting operations.

(6) Notify CO immediately of locating a dead, injured, or sick endangered or threatened species. Listed fish species include bull trout, steelhead trout, and Chinook salmon. Listed wildlife species include northern spotted owl (NSO), marbled murrelet, gray wolf, and North American wolverine. Provide CO date, time, precise location of the injured animal or carcass, and any other pertinent information. Do not disturb any evidence associated with the specimen.

(7) At the end of each day, ensure active construction zone is left in a state that does not obstruct wildlife movement through the area, trap wildlife, or unintentionally attract wildlife.

(8) Store all food, toiletries, and other potential attractants (e.g. petroleum products, antifreeze, personal hygiene items) in wildlife-proof containers or enclosed construction equipment, except during actual use.

(9) Remove all trash from the project site daily and dispose of trash as appropriate and according to Subsection 203.05.

(10) Do not disturb, feed, or approach any wildlife species (e.g. reptiles, birds, raptors, or bats) found nesting, hibernating, or otherwise living in, or immediately nearby worksites.

(11) Do not allow equipment to idle longer than 10 minutes.

(12) Conduct machinery maintenance and refueling at a distance of 200 feet or greater from any wetlands or waters. Refueling of equipment may occur within 200 feet of waterbodies if approved by the CO and spill prevention measures are in place.

(13) Provide temporary portable toilets for construction staff use. Do not place within 100 feet of surface waters. Secure portable toilets to prevent tipping over from winds.

(14) With the exception of bypass pumping associated with temporary stream diversions, do not extract water from streams or other water bodies within the Park. Obtain all water from commercial sources, unless otherwise directed by the CO.

(15) If nesting, denning, hibernating or animals living within the worksite are identified, suspend work immediately and notify the CO within 1 hour. Obtain approval from the CO before restarting operations.

(16) Northern spotted owl (NSO) nests are not anticipated to be present within the project area. If NSO nests are identified within the project area, a stop work order for identified activities that will affect these nests will be issued for activities within a 0.7-mile radius of NSO nests that are discovered. The CO will notify the Contractor when stop work areas activities may resume.

(17) Equip motor vehicles and equipment with mufflers including engine braking mufflers conforming to original manufacturer specifications that are in good working order and are in constant operation. Use of un-muffled engine brakes or Jake Brakes is prohibited in the park unless otherwise approved. Install sound attenuation devices such as rubber strips or sheeting on all equipment. Use tailgate and other truck gate dampers on all trucks. Maintain all equipment to ensure proper functions.

(18) Limit use of air horns within the park to emergencies and operational necessities only.

(19) Asphalt batch plants and rock crushing plants are not allowed within the park boundaries.

(20) Do not park in wet ditches or adjacent to streams.

(21) Report wildlife collisions or roadkill occurring within the project to the CO within 1 hour of discovery.

(22) Allow access to park staff to conduct amphibian surveys, bird surveys and archaeological monitoring, as directed by CO.

(23) Limit the asphalt concrete pavement and concrete sidewalk surfaces as designed and shown in the plans.

(24) Limit construction impact to wetland areas as shown in the plans. Adjust construction limits as directed by the CO without impacting more than 0.1 acres of wetland.

Section 108. — PROSECUTION AND PROGRESS

10/06/25– FP-14

108.01 Commencement, Prosecution, and Completion of Work. Delete the first sentence.

Delete the second paragraph and substitute the following:

A preconstruction conference will be held after the contract is awarded and before beginning work. A baseline schedule submittal meeting is also required according to Subsection 155.10. The schedule manager, project manager, and project superintendent are required to attend the preconstruction conference and the schedule submittal meeting unless otherwise approved by the CO.

Do not begin on-site ground disturbing activities or Section 151 mobilization within the construction limits before approval of the baseline schedule submittal. Only construction surveying and staking, temporary traffic control, field meetings and work under Section 637 are allowed before approval of the baseline schedule submittal.

Furnish at least a 7-day advanced notice before changing the current work schedule. Work schedule changes that include additional shifts require a 14-day advanced notice.

Perform work under this contract by limiting work as provided for in Sections 105, 107, 156, 157 and as follows:

(a) For Schedule A, complete the test wall before constructing concrete work including MSE walls, bridge wingwalls, and bridge abutments.

(b) Construct and remove the temporary work bridge according to Subsection 107.10(f)(1).

(c) Do not perform work during winter shutdowns from November 1 to May 31 unless otherwise approved. Winter shutdown dates are approximate and may vary due to weather and MORA's snow removal schedule for that year. See Subsection 105.04 for winter shutdown preparations. See Subsection 156.05(c) for snow removal for early access.

(d) Perform all tree clearing between October 1 and October 31, 2026. Do not perform any ground disturbing work during the 2026 construction season without prior CO approval.

108.01A Labor. (Added Subsection).

Follow the requirements of FAR Clause 52.222-6 Construction Wage Rate Requirements.

Adjacent or virtually adjacent work sites, as used in FAR Clause 52.222-6, are defined to be work sites within ½ mile of the project. Application of Construction Wage Rate Requirements (Davis-Bacon Act) for work sites beyond ½ mile of the project will be determined by the CO.

The gravel pullout, avalanche chutes, Ohanapecosh Yard, Cayuse Pass pullout, and McCullough Seed Orchard have been determined to be adjacent or virtually adjacent to the project. The

requirements of FAR 52.222-6 Construction Wage Rate Requirements (Davis-Bacon Act) will apply.

108.03 Determination and Extension of Contract Time. Delete the first sentence.

Add the following to Subsection (c):

If a quantity variation described in Subsection 109.06(c) results in an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the CO within 10 days from the beginning of the delay, or within such further period as may be granted by the CO before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the CO will ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the CO, is justified.

No adjustment in contract time or amount will be made for stop orders issued under Subsection 108.05(a) or (b), except an adjustment in contract time, as provided by FAR Clause 52.249-10 Default (Fixed-Price Construction), may be made when the Contractor is able to demonstrate that the weather was unusually severe based on the most recent 10 years of historical data.

108.04 Failure to Complete Work on Time. Delete this Subsection and substitute the following:

Failure to Complete Work on Time. Follow the requirements of FAR Clause 52.211-12 Liquidated Damages — Construction.

Liquidated damages in the amount specified in Table 108-1 will be assessed for each day beyond the time specified in the contract until substantial completion of the work.

If a winter shutdown occurs during this period, liquidated damages in an amount equal to 10 percent of the amount specified in Table 108-1 will be assessed for each day until work resumes at which time full liquidated damages will be assessed.

Table 108-1
Charge for Liquidated Damages for Each Day
Work Is Not Substantially Completed

Original Contract Price	Daily Charge(1)
Less than $1,000,000	$2,100
$1,000,000 to $4,000,000	$3,900
$ 4,000,000.01 to $10,000,000	$5,100
$10,000,000.01 to $20,000,000.00	$7,600
Greater than $20,000,000.00	$8,800

(1) Liquidated damages include Government costs and traffic control.

108.05 Stop Order. Delete the last paragraph.

108.06 Suspension. (Added Subsection).

Follow the requirements of FAR Clause 52.242-14 - Suspension of Work.

Suspend work, either in whole or in part, for such periods deemed necessary due to human burials, cultural resources, historic properties, paleontological remains, archeological specimens, active northern spotted owl nesting, migratory bird nesting or wolf denning discovered within the construction area. See Subsections 107.02 and 107.10.

Section 109. — MEASUREMENT AND PAYMENT

01/05/26– FP-14

109.01 Measurement of Work. Delete the third paragraph and substitute the following:

Take measurements as described in Subsection 109.02 unless otherwise modified by the Measurement Subsection of the Section controlling the work being performed. For individual pay items, the decimal precision for measurement of quantities will be determined by the CO.

Delete Table 109-1.

Delete the fifth paragraph.

Add the following:

Prepare, sign, and submit electronic measurement notes (pay notes and supporting field documentation) using Masterworks. Assign measurement note quantities to the correct funding source and account description for the work performed as designated in the plans. Unacceptable measurement notes will be rejected and returned. Correct rejected measurement notes and resubmit them using Masterworks.

109.02 Measurement Terms and Definitions. Delete Subsection (o) and substitute the following:

> **(o) Square foot and Square yard (Square meter).** 1 square yard equals 9 square feet. Measurements for area computations will be made horizontally or vertically to the surface being measured. No deductions from the area computation will be made for individual fixtures having area of 9 square feet (1 square meter) or less. Do not measure overlaps.

109.03 Weighing Procedures and Devices. Delete the first paragraph of Subsection (c) and substitute the following:

> **(c) Project weighing system.** Furnish, erect, and maintain acceptable automatic digital scales. For small quantities, manual scales may be used when approved in writing by the CO and if the method of weighing meets all other contract requirements. Provide scales that record mass at least to the nearest 100 pounds (50 kilograms). Maintain the scale accuracy to within 0.5 percent of the correct mass throughout the range of use.

109.06 Pricing of Adjustments. Add the following after the third paragraph:

At the preconstruction conference, furnish the following information to the CO, which will be used to price future adjustments and contract modifications.

- **Overhead.** Furnish the CO with a copy of the current certified or audited jobsite and home office overhead costs for the Contractor and subcontractors. Provide supporting data, which justifies the costs. List costs that are included in overhead and identify the cost pool(s) to which overhead is applied.

- **Equipment.** Furnish the CO with a complete descriptive listing of equipment to be used by the Contractor and subcontractors, including the make, model, and year of manufacturer of each piece of equipment, including attachments to the base equipment. Furnish the following cost information:
    - *Rented Equipment.* Provide current invoices to support rented or leased equipment costs.
    - *Owned Equipment.* Determine allowable ownership and operating costs for Contractor- and subcontractor-owned equipment using actual equipment cost data determined from the operating cost records. If actual equipment cost data is not available, provide the CO with a statement signed by the highest officer or official in the company that such cost data is not available. Also provide a complete set of supporting documentation containing all ownership records that are available, including any purchase records, depreciation records, maintenance records, or other records that relate to the ownership and operating costs for each piece of equipment. When actual costs cannot be determined, use the rates shown in the U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (CEOOES) for the region where costs are incurred. Adjust the rates for used equipment and for other variable parameters used in the schedules. Provide the CO with a completed WFLHD Form 103, proposed CEOOES rates for each piece of equipment with supporting calculations, and any other necessary documentation about the equipment to calculate allowable ownership and operating costs using CEOOES. An electronic version of the WFLHD Form 103 form is available at: https://highways.dot.gov/federal-lands/construction/forms-wfl.

For equipment that is not planned to be used at the time of the preconstruction conference, but is later used on the project, provide required information and data before mobilizing the equipment to the project.

109.06 Pricing of Adjustments.

(a)(3) Cost or pricing data. Delete the third paragraph and substitute the following:

Submit with the cost or pricing data a written proposal for pricing the work according to Subsection 109.06(a)(1). See FAR Subpart 15.4 Contract Pricing and FAR Table 15-1 Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required for guidance.

(b)(3) Profit. Delete the second paragraph and substitute the following:

For work priced after all or most of the work is performed, profit is limited to 10 percent of the total cost. Due to the limited risk in post-work pricing, a lower profit percentage may be determined by a profit analysis according to FAR subpart 15.404-9 Profit.

Add the following:

(c) Variation in estimated quantity. If the quantity of a unit-priced item is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price will be made upon demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity.

109.06A Adjustments for Price Fluctuations. (Added Subsection).

Price adjustments for pay items listed in Table 109-1 will be made when the price fluctuation for products used in the performance of the work exceed specified limits. Adjustments are not intended to compensate for normal day-to-day fluctuations, seasonal changes, or to serve as a guarantee of full compensation for price fluctuations. It does provide for sharing in a portion of the risk, which could result from unusual price fluctuations. No price adjustments will be made for work performed beyond the fixed completion date.

Table 109-1
Pricing Adjustment Pay Items

Line Item Number (Schedule A)	Line Item Number (Schedule B)	Pay Item Number	Pay Item Description	Product
A0900	B0900	55401-1000	Reinforcing Steel	Steel
A0920	B0920	55401-2000	Reinforcing Steel, Epoxy Coated	Steel
A0940	B0940	55502-0000	Structural Steel, Furnished, Fabricated and Erected	Steel

Monthly adjustments will be accrued with the payment or rebate to be made in the final voucher. A partial price adjustment payment may be made once every 12 months or when the unpaid accrued increase exceeds $10,000 when requested in writing. The Government will withhold a rebate when the deductive accrual exceeds $10,000.

The maximum allowable monthly and final adjustment for payment to the Contractor or rebate to the Government is limited to 50 percent of the Base Price Index.

(a) Steel price adjustment. The Government has established the Initial Cost Basis (ICB) of steel to be **$0.75 per pound**. This cost basis is fixed for the duration of the contract.

The Government will use the Bureau of Labor Statistics (BLS) Producer Price Index (PPI) for Steel mill products, including wire products Table "WPUSISTEEL1" posted at https://data.bls.gov/timeseries/WPUSISTEEL1 to establish the index values for steel cost adjustments. These indexes are defined as:

(1) Base Price Index. The Base Price Index (BPI) will be the Preliminary monthly value published by the BLS in PPI Table "WPUSISTEEL1" 7 days before the proposal due date. This value will be fixed for the duration of the contract.

BPI = $ [PRICE TO BE INSERTED AT AWARD]

(2) Monthly Performance Price Index. The Monthly Performance Price Index (MPPI) is the most recent preliminary monthly value published by the BLS in MPPI Table "WPUSISTEEL1" on the date that the Government exercises the Option.

The BPI and MPPI will be posted at:

https://flh.fhwa.dot.gov/business/construction/escalation/wfl/

Price adjustments to steel will be calculated by the Government as follows:

- **No price adjustment** — When the ratio MPPI/BPI falls within the range of 0.90 to 1.10, no price adjustment will be made for steel during the relevant month.

- **Government rebate** — When the ratio MPPI/BPI is calculated to be less than 0.90, the Government is due a rebate as follows:

  Government Rebate = (0.90 – MPPI/BPI) (ICB) (Q)

- **Contractor payment** — When the ratio PPI/BPI is calculated to be greater than 1.10, the Contractor is due additional payment as follows:

  Contractor Payment = (MPPI/BPI – 1.10) (ICB) (Q)

  where:

  Q = Pounds of steel provided on the bill of lading that is invoiced from the steel fabricator to the contractor, for pay items shown in Table 109-1, subject to the following.

  - The maximum Q will not exceed the Estimated Quantity listed in the Bid Schedule for any pay items designated as a Contract Quantity per Subsection 109.02; and,

  - For other pay items listed in Table 109-1, the maximum Q will not exceed the computed weight of steel incorporated into the permanent work.

When calculating the payment or rebate, the Government will round each portion of the calculation to two decimal places.

(b) Invoices. Submit invoices for steel materials and bills of lading documenting the weight of steel shipped to the project with the monthly invoice according to Subsection 109.08. If no invoices are provided, the following will apply:

(1) No steel price adjustment payments will be made; or

(2) Steel price adjustment rebates will be calculated using a weight of steel and MPPI value determined by the Government in its sole discretion.

109.08 Progress Payments. Delete Subsection (b) and substitute the following:

(b) Closing date and invoice submittal date. The closing date for progress payments will be the last day of the month. Include work performed after the closing date in the following month's invoice. For work performed between October and July of any year, submit invoices to the designated billing office by the 7th day after the closing date. Invoices received by the designated billing office after the 16th day following the closing date, for work included in the October through July invoices, will not be accepted for payment processing that month. For work included in the August and September invoices, submit the invoice to the designated billing office by the 5th day after the closing date. Invoices received by the designated billing office after the 5th day following the closing date, for work included in the August and September invoices, will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice. The CO will designate the closing date for the August and September invoices.

Delete Subsection (d) and substitute the following:

(d) Government's receiving report. The Government's receiving report will be developed using the measurements and quantities from pay notes received by the CO in Masterworks and determined acceptable. Within 7 days after the closing date, the CO will be available by appointment at the Government's designated billing office to advise the Contractor of quantities and contract prices shown on the Government's receiving report.

Delete Subsection (e) and substitute the following:

(e) Processing progress payment requests. No payment will be made for work unless field note documentation for the work was provided by the closing date.

(1) Work performed between October and July.

(a) Invoices received by the 7th day following the closing date.

(1) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the Contractors' invoice agree with the corresponding quantities and unit prices shown on the Governments' receiving report, the invoice will be paid.

(2) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c), or if any of the quantities or unit prices shown on the Contractors' invoice exceed the corresponding quantities and unit prices shown on the Governments' receiving report, the invoice will be deemed defective and the Contractor so notified according to FAR Clause 52.232-27(a)(2). Defective invoices will not be corrected by the Government and will be returned to the Contractor within 7 days after the Government's designated billing office receives the invoice.

Revise and resubmit returned invoices by the 18th day following the closing date. The CO will evaluate the revised invoice. If the invoice still does not meet the requirements of Subsection 109.08(c), the Contractor will be so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the revised invoice meets the requirements of Subsection 109.08(c), but still has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Governments' receiving report, the Government's data for that item of work will be used. The Contractors' invoice, as revised by the Governments' receiving report, will be forwarded for processing by the 23rd day following the closing date. The Contractor will be notified by the 23rd day following the closing date of the reasons for any changes to the invoice.

(b) Invoices received between the 8th and 16th day following the closing date.

(1) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the Contractors' invoice agree with the corresponding quantities and unit prices shown on the COs' receiving report, the invoice will be deemed proper and forwarded for processing within 7 days of receipt.

(2) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c), the invoice will be deemed defective, the Contractor so notified according to FAR Clause 52.232 27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the invoice meets the requirements of Subsection 109.08(c), but has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Governments' receiving report, the Government's data for that item of work will be used. The Contractors' invoice, as revised by the Governments' receiving report, will be forwarded for processing within 7 days after receiving the invoice. The Contractor will be notified, within 7 days of the Government's receipt of the invoice, of the reasons for any changes to the invoice.

(2) Work performed during August and September.

(a) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the CO's receiving report, the invoice will be deemed proper and forwarded for processing within 7 days of receipt.

(b) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c), the invoice will be deemed defective, the Contractor so notified according to FAR Clause 52.232 27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the invoice meets the requirements of Subsection 109.08(c), but has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the

Governments' receiving report, the Government's data for that item of work will be used. The Contractors' invoice, as revised by the Governments' receiving report, will be forwarded for processing within 7 days after receiving the invoice. The Contractor will be notified, within 7 days of the Government's receipt of the invoice, of the reasons for any changes to the invoice.

Delete Subsection (f) and substitute the following:

(f) Partial payments. Invoices may include the following:

(1) Progress payments may include partial payment for material to be incorporated in the work, provided the material meets the requirements of the contract and is delivered on, or near, the project site or stored in acceptable storage places.

Partial payment for material does not constitute acceptance of such material for use in completing items of work. Partial payments will not be made for living or perishable material until incorporated into the project.

(2) Partial payment for preparatory work. Partial payment for preparatory work does not constitute acceptance of work.

Individual and cumulative partial payments for preparatory work and material will not exceed the lesser of:

- 80 percent of the contract bid price for the item; or
- 100 percent of amount supported by copies of invoices submitted.

The quantity paid will not exceed the corresponding quantity estimated in the contract.

Submit pay notes according to Subsection 109.01. Provide a cost breakdown of the bid item components and submit invoices or other documents supporting the partial payment.

The CO may adjust partial payments as necessary to protect the Government.

109.09 Final Payment. Add the following after the first paragraph:

Payment for individual pay items will be based on the awarded unit price for each pay item according to the following table.

Table 109-2
Decimal Accuracy of Quantities for Payment

Awarded unit price	Decimal Accuracy of Quantities for Payment
< $1.00	0 decimals
≥ $1.00 to < $100.00	1 decimals
≥ $100.00 to < $1000.00	2 decimals
≥ $1000.00	3 decimals

DIVISION 150
PROJECT REQUIREMENTS

Section 152. — CONSTRUCTION SURVEY AND STAKING

10/06/25–FP14

Description

152.01 Add the following:

The work also includes: providing, configuring, and maintaining Robotic Total Station (RTS) equipment, Global Positioning System (GPS) equipment, or both, for exclusive use by the CO when Automated Machine Guidance (AMG) methods are employed; and training the CO on the use of the provided equipment.

Construction survey methods are defined as follows:

(a) Automated Machine Guidance (AMG) method. Grading equipment controlled with robotic total station (RTS) technology, global positioning system (GPS) technology, or a combination of the two.

(b) Conventional survey methods. All other survey methods.

Construction Requirements

152.04 General. Delete this Subsection and substitute the following:

Conform to the following:

(a) Personnel. Provide a crew supervisor on the project whenever surveying and staking is in progress.

(b) Equipment. Furnish survey instruments and supporting equipment capable of achieving the specified tolerances.

Construction equipment controlled with AMG methods may be used in earthwork and the construction of subgrade; constructing subbase, base, and surface aggregate courses; or other construction operations when approved.

(c) Material. Furnish acceptable tools and supplies of the type and quality suitable for highway survey work. Furnish stakes and hubs of sufficient length to provide a solid set in the ground with sufficient surface area above ground for necessary legible and durable markings.

(d) Government set reference lines and points. The Government has set horizontal and vertical control points for the project. The location and identity of each control points are shown on the plans

Before beginning construction, notify the CO of any missing control points or stakes. The Government will reestablish control points and stakes missing before the beginning of construction.

(e) Pre-survey meeting. Before surveying or staking, discuss and coordinate the following with the CO:

(1) Surveying and staking methods;

(2) Stake marking;

(3) Grade control for courses of material;

(4) Referencing;

(5) Structure control;

(6) Field staking data;

(7) Localization of the GPS systems to the Government-established control points and custom ground coordinate systems; and

(8) Other procedures and controls necessary for the work.

Include staking activities in the construction schedule submitted according to Section 155. Include the dates and sequence of each staking activity.

At the preconstruction conference, submit a cost breakdown of the work included in the lump sum item for the purpose of making progress payments.

Do not start work until staking or three-dimensional (3D) verification data for the affected work has been approved.

Preserve initial reference and control points. Notify the CO of missing control points or stakes at least 10 days before beginning construction.

Acceptance of the construction staking does not relieve the Contractor of responsibility for correcting errors discovered during the work and for bearing additional costs associated with the error.

Maintain legibility of stake markings for the duration of the project or until notified in writing the stakes are no longer needed. Replace stakes if necessary to ensure markings are maintained.

Record survey and measurement field data in an approved format. Sample note formats are available as listed in Subsection 106.01. Submit as-staked data and corrections made to the Government-furnished survey data. Submit survey and measurement data at least weekly.

The construction survey and staking work may be spot-checked for accuracy, and unacceptable portions of work may be rejected. Resurvey rejected work, and correct work that is not within the tolerances specified in Table 152-1.

Remove and dispose of flagging, paint, lath, stakes, and other staking material after the project is complete.

Compute and furnish calculations supporting pay quantities. Measure quantities within the tolerances established by the CO according to Subsection 109.01.

Adjust roadway prism excavation quantities for volume changes resulting from slope stake variations. See Subsections 152.05(d) and 204.16(a)(1)(a).

152.05 Survey and Staking Requirements. Add the following after the first paragraph:

When AMG methods are used, provide for exclusive Government use, all surveying equipment (such as robotic total station, GPS, data collectors, and reflectors), software, and data files necessary for Government quality assurance inspection of the grading work. Provide equipment of the same make, model and version being used to construct the project. Provide equipment at least two-weeks before starting work that relies on the equipment. Continuously ensure that data provided to the Government is the same version being used to construct the project. Maintain all equipment in good working order and provide replacements to the CO within two working days when breakdowns occur. The CO will return all supplied equipment upon project completion.

Provide two separate 8-hour training sessions on the use of the contractor-provided surveying equipment. Provide the first training session within one week after delivering equipment to the site. Provide the second training session upon request of the CO. Provide training on the project site by a manufacturers' representative or as approved by the CO.

Add the following to Subsection (c):

> Do not take roadway cross-sections unless required for volume adjustments. See Subsections 152.05(d) and 204.16(a)(1)(a).

Payment

152.08 Delete the second paragraph and substitute the following:

Payment for lump sum items will be prorated based on the submitted cost breakdown for the work completed under this Section.

Section 153. — CONTRACTOR QUALITY CONTROL

01/05/26(1)– FP-14

Delete this Section and substitute the following:

Description

153.01 This work consists of planning and implementing a construction quality process to ensure work conforms to the contract requirements. This work includes quality control (QC) inspection and documentation, and process control sampling and testing. See FAR Clause 52.246-12 Inspection of Construction.

This work also includes using Masterworks to prepare QC Reports.

Construction Requirements

153.02 Qualifications. At least 14 days before starting work, submit documentation of the following for approval:

(a) QCM. Provide a QCM with documented authority to stop non-compliant work or work that results in non-compliance with contract requirements. Provide a QCM with the following qualifications:

(1) One year of experience managing QC on highway construction projects of similar size, type, and complexity, and

(2) One of the following:

(a) Two years' experience as a construction project manager or superintendent on highway construction projects of similar size, type, and complexity;

(b) Three years' experience as a project engineer, resident engineer, foreman, or equivalent on highway construction projects of similar size, type, and complexity; or

(c) National Institute for Certification in Engineering Technologies (NICET) Level III certification or equivalent in highway construction or highway material.

(b) Alternate QCM. Provide an alternate QCM, meeting QCM qualifications.

(c) Inspectors. Provide inspectors with at least two years' experience inspecting work of similar type and scope; and

(d) Testers. Provide testers with at least one year's experience in the type of sampling and testing required, and with one of the following for the type of sampling and testing performed:

(1) National Institute for Certification in Engineering Technologies (NICET) Level II certification in construction materials testing for similar material types or equivalent state or industry certification; or

(2) Certification by a state or regional certification program, such as Western Alliance for Quality Transportation Construction or Northeast Transportation Technician Certification Program.

(3) At least one year of employment by an AASHTO accredited laboratory performing equivalent sampling and testing with competence according to AASHTO R 18.

153.03 Quality Control Plan (QCP).

(a) Personnel. Provide a QCM, on-project during work, with authority to stop non-compliant work, or work that will result in non-compliance with contract requirements. Submit a letter, from a company officer or official with higher authority than the Superintendent, that authorizes the QCM to stop work.

Identify an alternate, meeting QCM qualifications, to act as QCM in the QCM's absence. Do not use an alternate as the QCM for more than 3 days unless approved by the CO.

At least 14 days before starting work, submit names and qualifications of the QCM, any alternate, and any additional QC personnel being used on the project. Do not use QC personnel that have not been approved by the CO.

Provide a QCM (designated and alternates) that is exclusively dedicated to, and performs no duties other than, quality control management.

Furnish additional QC staff (inspectors, testers, reviewers, and clerical assistants) to complete the work specified in this Section.

At the preconstruction conference, submit a cost breakdown of the individual items included in the lump sum.

(b) Development. At least 14 days before starting a work feature, develop and submit a QCP, for each work feature listed below, to be approved by the CO. The absence of a plan does not relieve the Contractor of complying with the contract requirements. Additional QCPs, and/or activities, may be required to provide effective quality management. The CO may request a QCP for additional work features that are not listed below.

(1) Control of Material (Section 105);

(2) Construction Survey and Staking (Section 152);

(3) Soil Erosion and Sediment Control (Section 157);

(4) Clearing and Grubbing (Section 201);

(5) Removal of Structures and Obstructions (Section 203);

(6) Excavation and Embankment (Section 204);

(7) Earthwork Geosynthetics (Section 207);

(8) Structure Excavation and Backfill (Sections 208, 209);

(9) Roadway Obliteration (Section 211);

(10) Riprap (Section 251);

(11) MSE walls (Section 255);

(12) Asphalt Concrete (Sections 403);

(13) Concrete, Steel, and Timber Structures (Sections 552, 554, 555, 556, 562, 563, 564, 565);

(14) Minor Bridge Work (Section 575);

(15) Drainage Structures (Sections 602, 604, 605);

(16) Minor Structures (Sections 609, 615);

(17) Simulated Stone Masonry Surface (Section 613);

(18) Stone Masonry (Section 620);

(19) Topsoil (Section 624);

(20) Permanent Traffic Control (Sections 633, 634);

(21) Temporary Traffic Control (Sections 156, 635);

(22) Conduit (Section 636);

(23) Roadside Development (Section 646); and

(24) Environmental Mitigation (Section 647).

Provide a QCP for each work feature in a format approved by the CO.

Include process control sampling and testing in the QCP. Perform process control sampling and testing according to Subsection 153.05 and the QCP.

153.04 Prosecution of Work. Complete the following:

(a) Preparatory and Start-up Phase. Thoroughly address the following activities (1 through 9) for each work feature, and denote in the plan the person/position performing each activity.

(1) Review contract requirements, plans, and specifications independently and with construction supervisory staff.

(2) Check and verify that submittals, plans, and materials certifications meet contract requirements, then submit these documents at least 7 days before installation unless otherwise stated in the contract. Certify compliance by completing and signing Form WFLHD-87. An electronic version of the form is available at:

https://highways.dot.gov/federal-lands/construction/forms-wfl

(3) Check site conditions for constructability, including staging, disposal, and storage areas. Verify materials delivered to the site conform to accepted materials certifications, submittals, plans, and contract requirements before incorporating into the project.

(4) Review construction staking to assure it meets contract requirements, accuracy, and sufficiency for each work feature.

(5) Provide an operational work plan. Include a brief written narrative of the activities for each work feature, describing: locations; crews; equipment; and proposed methods to complete work.

(6) Conduct pre-work meetings. Review contract requirements with the construction crew, foremen, and Government personnel before beginning work. Provide an overview of the operational work plan and a discussion of plans, specifications, submittals, pay items, safety, testing, acceptance, measurement, payment and roles and responsibilities. Conduct additional pre-work meetings as necessary and when crew(s) change.

(7) Ensure construction methods will result in the end-product meeting contract requirements.

Include the following in the plan for applicable work features:

(a) The process to ensure the completed feature of work conforms to contract requirements.

(b) The inspection and testing frequency to ensure the process remains valid or work is being performed according to the established process.

(c) The action(s) to be taken and alterations to the inspection and testing frequency, if inspection or testing reveals the work is not meeting contract requirements.

Perform corrective actions as needed to ensure work meets contract requirements.

(8) Provide immediate on-site presence to communicate status of work to FHWA and contractor personnel and for QC issue resolution.

(9) Verify completed work meets contract requirements.

Revise the QCP when personnel, activities, or processes change; or when deficiencies occur in the work.

(b) Implementation. Implement QC activities as described in the accepted plan. Do not begin a work feature until the plan is approved by the CO and a pre-work meeting (activity 6) is performed. In the QC Reports described below, document when each activity (1 through 9) was performed, and by whom.

(1) QC Reports. Report the results of QC inspections that verify the work meets contract requirements as QC activities are performed. Describe the results of reviews, inspections, measurements, and testing activities. Attach original support data and test results. Document QC pre-work meetings, and discussions with the construction staff and Government personnel. Document deficiencies found in the work and describe corrective actions, adjustments to frequency of QC activities, and method or process changes to correct and eliminate future deficiencies. Provide reports to the CO daily or as otherwise approved. Include the following certification signed by the QCM:

"I certify that the information contained in this record is accurate and that work documented herein complies with the contract. Exceptions to this certification are documented as a part of this record."

(2) Notification of Completion of Work. Submit a completed *Notification of Completion of Work*, Form WFLHD 470 when the phase of work listed below is ready for inspection. An electronic version of WFLHD 470 is available at:

https://highways.dot.gov/federal-lands/construction/forms-wfl

Allow 1 working day for the following work to be inspected:

(a) Survey and staking (field stakes and notes). Provide survey notes for the following:

(1) Control points — before disturbing original control points;

(2) Clearing limits — before starting clearing and grubbing operations;

(3) Slope stakes — before clearing operations or topsoil removal;

(4) Bridge — before starting work on each component;

(5) Walls — before starting work; and

(6) Culverts — before starting installation.

(b) Construction work.

(1) Erosion control devices — before any ground disturbing activities;

(2) Sub grade — before placing pavement structure;

(3) Any pavement structure layer requiring hubs — before placing next layer;

(4) Structural excavation — before backfilling;

(5) Forms and reinforcing steel — before placing concrete; and

(6) Concrete deck — before placing concrete (perform checks of all deck pour requirements, including dry run results before inspection).

The CO may request submission of a form WFLHD 470 for worked not specifically listed in this Subsection, or may not require a form for the listed work.

153.05 Sampling and Testing. Provide a field laboratory or commercial laboratory equipped with all test equipment necessary to satisfy the requirements of the contract.

The sampling and testing services of a commercial laboratory meeting or exceeding the specification requirements may be used if all contract sampling and testing requirements are satisfied by the use of the commercial facility.

At least 45 days before project use, ensure laboratory test equipment has been checked, calibrated, standardized, and verified according to AASHTO and ASTM standards by an individual qualified to perform the work. Keep laboratory facilities clean and maintain equipment in proper working condition. Do not use equipment that has not been inspected or is found to be deficient. Mark deficient equipment and take it out-of-service until it is repaired or replaced and shown by subsequent inspection to perform as required. Maintain records documenting these inspections in the laboratory. Certify that equipment conforms to testing requirements and submit evidence of current calibrations.

Inspect and calibrate mobile laboratory equipment after the laboratory is moved to the project, before using equipment, every time it is moved, and at least annually thereafter.

Allow the CO unrestricted access to the laboratory for inspection and review. Provide additional inspections and tests to demonstrate sampling and testing proficiency if requested. Submit proficiency sample test results within 48 hours of sample receipt.

Perform QC sampling and testing according to the QCP and the Sampling, Testing, and Acceptance Requirements tables included at the end of each applicable Section. If no sampling frequencies are specified, submit the proposed sampling and testing frequencies.

Allow the CO the opportunity to witness all sampling and testing. If requested, sample and split QC samples according to AASHTO or other acceptable procedures. Deliver and label split QC samples according to Subsection 154.03.

Sample and test material that appears defective or inconsistent with similar material being produced, unless such material is voluntarily removed and replaced or otherwise corrected according to Subsection 106.01. Provide the following documentation:

(a) Test Results. Label test results with the same information required by Subsection 154.03. Attach work sheets, used to determine test values, to the test result forms when submitted.

(b) Control Charts. Maintain linear control charts identifying project number and name; pay item number; test number; each test parameter; upper and/or lower specification limits applicable to each test parameter; and test results. Use control charts to document process variability; identify production and equipment problems; and identify potential pay factor adjustments. Correct processes when problems exist. Post charts at the Contractor's project testing lab and on site.

153.06 Acceptance. Contractor QC will be evaluated under Subsections 106.02 and 106.04 based on the demonstrated ability of the Contractor's QC system to ensure that work meets the contract requirements.

If Government testing and inspections (quality assurance) indicate the Contractor's QC system is ineffective or the plans are not being followed, make immediate improvements to correct inadequacies. Submit written notifications of improvements and modifications to the system.

A maximum of 10 percent of the total progress payment amount will be retained and affected project work may be stopped if a QCP is not accepted, the plan is not being followed, or work does not meet contract requirements.

Measurement

153.07 Measure the Section 153 items listed in the bid schedule according to Subsection 109.02.

Payment

153.08 The accepted quantities, measured as provided in Subsection 109.02 and above, will be paid at the contract price per unit of measurement for the Section 153 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Payment for the lump sum item will be prorated based on the work completed for this Section.

Section 154. — CONTRACTOR SAMPLING AND TESTING

06/15/22– FP14

Construction Requirements

154.02 General. Add the following to the second paragraph:

Provide representative samples according to the individual Sections ordering the work.

154.03 Sampling. Add the following:

When samples are required at the Vancouver Laboratory, send to:

Material Section
Western Federal Lands Highway Division
610 East Fifth Street
Vancouver, Washington 98661

If samples are sent other than through normal delivery vendors, call (360) 619-7747 or (360) 619-7762 before delivery. Deliveries will be accepted from 7:00 a.m. to 2:30 p.m. PT (Monday through Friday).

Access to the Government complex is controlled; check-in is required at the main building entrance located on East Fifth Street. Directions will be given for delivery of samples.

The sampling frequencies and reporting times are listed in the Sampling, Testing, and Acceptance Requirements tables included at the end of each Section.

Section 155. — SCHEDULES FOR CONSTRUCTION CONTRACTS

01/05/26(1)– FP-14

Delete this Section and substitute the following:

Description

155.01

This work consists of scheduling, monitoring, and reporting of all construction activities. Follow the requirements of FAR Clause 52.236-15 Schedules for Construction Contracts.

This work also includes preparing CDRs using Masterworks.

155.02 Definitions.

(a) Baseline Schedule. The initial 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 contract work.

(b) Critical Activity. An activity whose duration, if increased, will increase the time required to complete the project unless a schedule adjustment is made. These activities are activities on a schedule's critical path.

(c) Critical Path. The longest sequence of activities in the schedule that determines the projects duration.

(d) Critical Path Method (CPM) Schedule. A computer-generated time-scaled logic diagram showing: the sequence in which the contractor plans to perform the work; the interdependence of all activities and milestones; the work completed through the data date; and the remaining work necessary to complete the project.

(e) Data Date. The status reporting date upon which schedule updates (e.g. addition or deletion of activities, revised logic, updates to percent complete and remaining durations) are made. Scheduling software uses the data date to base its network calculations and is typically shown on the schedule as a vertical line separating the completed (as-built) work and scheduled (as-planned) work.

(f) Gantt Chart. A printout of the CPM schedule with columns on the left hand side of the page identifying activity ID, activity name/description, original duration, remaining duration, percent complete, start date, finish date, total float, and predecessors/successors along with horizontal bars on the right hand side of the page displaying both completed work activities and the planned work activities at any given point of time.

(g) Schedule Narrative. A written narrative describing how the contractor plans to organize and execute the work described in the contract and the rationale and assumptions that went into

developing the schedule including labor, equipment, and materials to be used, anticipated production rates, and work calendars.

(h) Schedule Submittal. A submittal that includes the schedule, schedule narrative, and submittal log. A schedule submittal is required for the baseline schedule and each schedule update.

(i) Schedule Update. An update to the previous approved schedule submittal. A schedule update is provided on a monthly basis (or sooner if necessary) showing the completed work and the remaining work necessary to complete the project.

(j) Submittal Log. A log that tracks status of contract submittals.

Construction Requirements

155.03 General. Do not begin work associated with Section 151 Mobilization and limit construction activities according to Subsection 108.01 until the baseline schedule submittal is accepted by the CO.

Schedule approval does not relieve the Contractor of the responsibility to schedule the work in a practicable manner that meets the contract requirements. Failure to include elements of work in the schedule submittal required for performance of the contract, even if approved in a previous submittal, does not excuse the Contractor from being responsible for completion of all specified work by the contract's fixed completion date.

The CO may reject any schedule submittal with a projected completion date past the contract's fixed completion date. Approval of a schedule submittal with a projected completion date past the contract's fixed completion date does not excuse the Contractor from being responsible for completing the work by the contract's fixed completion date.

When a schedule is "Accepted as Noted", address such comments when preparing resubmittals or future schedule submittals, when appropriate.

Failure to receive approval of a prior schedule submittal does not relieve the Contractor of the responsibility to meet the requirement to provide each specified schedule update submittal.

155.04 Schedule Manager and Scheduling Software.

(a) Qualifications. Provide a schedule manager with a minimum of 5 years of construction scheduling experience. To be qualified, experience must demonstrate the person has supported active construction projects by preparing, evaluating, and actively managing construction schedules during 3 of the last 5 years including:

(1) Projects of similar size and scheduling complexity; and

(2) At least two bridge type construction projects.

(b) Scheduling Personnel and Software. Provide a schedule manager responsible for preparing and managing the schedule submittals and the schedule submittal meetings. Within 7 days of Contract Award, unless otherwise approved by the CO, submit the following:

(1) The name and qualifications of the schedule manager for approval. Provide only information that is applicable to the qualifications specified in Subsection 155.04(a). Documents that include unrelated or non-relevant information will not be accepted.

(2) The name of the scheduling software to be used along with version number (if any).

Do not designate the project superintendent, QC manager, foreman, or traffic control supervisor as the schedule manager.

155.05 Preliminary Work Plan. No preliminary work plan is required.

155.06 Schedule Submittal. The Schedule Submittal includes the Schedule, Schedule Narrative, Submittal Log, and Certification.

(a) Due date. The baseline schedule submittal is due within 25 days of Contract Award.

Monthly schedule submittals are due within 7 days following the closing date for progress estimates established according to Subsection 109.08.

Resubmittal of rejected schedule submittals are due within 3 days of the rejected date unless otherwise approved by the CO.

When no schedule meeting is held, the schedule (re)submittals will be approved or rejected within 14 days of receipt. When a schedule meeting is held, the schedule submittal with updates resulting from the meeting will be approved or rejected within 7 days of receipt.

(b) Prepare schedule submittals according to Subsection 103.06. Include the following:

(1) Title page with contract information; Contractor name; current fixed completion date; date of submittal; name of submittal; progress estimate number; submittal number, and contract number.

(2) Native schedule file. An electronic copy of the schedule's native file that is fully compatible with Bentley SYNCHRO Scheduler (free stand-alone application). The native file must be provided in XML format and/or be capable of being imported into Synchro using Synchro's import feature without the need of installing other scheduling software on the computer. Some versions of Microsoft Project (.xml), Primavera P6 (.xml), PMA NetPoint, Safran Project, Microsoft Excel, and ProjectWise Project may be compatible with Synchro. Verify compatibility with Synchro before use.

(3) Gantt chart schedule printouts with critical path identified in PDF format, fit to 11 by 17-inch paper, with no more than 40 activities per page unless otherwise stated below, Provide each of the following unique printed charts:

(a) Chart of the current schedule's activities, grouped by area and sorted by start date.

(b) Chart of all incomplete activities in the current schedule as of the data date, sorted by area and then by early start date.

(c) Chart comparing the current schedule with the last approved schedule. Include two horizontal bars for each activity (one bar for the current schedule and one bar for the previously approved schedule). Include Gantt chart columns with early start and finish dates and actual start and finish dates for the current schedule. Group activities by area, sorted by start date, with no more than 20 activities per page. Some scheduling software may refer to this as a baseline comparison or setting a baseline, but the scheduling software terminology is referring to the earlier of the two comparison schedules and is not to be confused with the contract definition of the baseline schedule.

(4) Schedule Narrative.

(5) Submittal log current as of the data date.

(6) Certifications.

(a) Schedule Certification. Each of the contractor personnel having a primary role in developing the construction schedule, scheduling work activities, and/or managing the project shall certify the schedule as follows:

"By signature below, I certify this schedule submittal accurately reflects the contractor's plans for constructing the project."

Unless otherwise approved by the CO, a certification by each of the following are required: the schedule manager, project manager, and project superintendent.

(b) Subcontractor Certification. The project manager responsible for scheduling subcontractor work shall certify the following when any subcontractor is performing work on scheduled critical path activities:

"By signature below, I certify each subcontractor responsible for work associated with critical path activities has reviewed the schedule submittal and agreed the schedule accurately reflects the subcontractor's schedule for completing the work."

(c) Time Impact Analyses. For the purpose of performing time impact analyses in Subsection 108.03, use the schedule submittal with a data date matching the closing date for the progress estimate just prior to the CO being notified of the change.

155.07 Schedule. Schedule work in a practicable manner that meets the contract requirements.

(a) Develop CPM schedule. Include the following:

(1) Include all activities that are required to complete the contract. Begin with the award date and conclude with the project completion date milestone. In the baseline schedule,

constrain the project completion date to finish on or before the Fixed Completion Date identified in the SF 1442;

(2) Activity IDs;

(3) Activity names and descriptions. Relate activities or groups of activities to the contract pay item number or specification section when no pay item is applicable. Include activities for submittals, submittal reviews, fabrication periods, and deliveries;

(4) Show the activity name or description with the activity bar on the diagram;

(5) Activities grouped by area (e.g., distinct roadway sections, bridges, and separate repair sites) and by type of work (e.g., distinct and unique features such as walls, submittals, and utilities);

(6) Original and remaining durations of construction activities with construction activities broken into subtasks so that no activity duration exceeds 20 working days unless otherwise approved by the CO. Break longer activities into two or more activities and distinguish locations by station or other unique identifier included in the contract plans or specifications;

(7) Original and remaining durations of non-construction activities. Non-construction activities include: mobilization, shop drawings and sample source testing submittals by contract pay item number or specification section when no pay item is applicable, the fabrication and delivery of key materials, and government review times of submittals and shop drawings, unless otherwise approved by the CO. Non-construction activities may have durations exceeding 20 working days;

(8) Activity percent complete;

(9) Early, late and actual start and finish dates;

(10) Activity relationships. Each activity must have at least one predecessor and one successor activity, except for the award and planned completion date;

(11) Data date. For the baseline schedule, set the data date to the award date. For schedule updates, set the data date to the estimate closing date established according to Subsection 109.08;

(12) Lags and leads. Whenever possible, show lags or leads as individual activities. Obtain approval, in writing, by the CO before using lag or lead settings within the program. The CO may reject any lag or lead settings within the program, regardless of whether they were allowed on a previous schedule;

(13) Subcontractor names or codes (if applicable);

(14) Calendars. Use the scheduling software's calendar function to model hourly work schedules, work days, weekends, holidays, environmental restrictions (e.g. fish windows), other contract schedule restrictions, and winter shutdowns; and

(15) Incorporate changes to activities that are the result of executed contract modifications.

(b) Requests to exclude activities from the schedule. Activities for continuous, non-critical items such as flagging, temporary traffic control, and quality control may be excluded from the schedule.

Activities that are considered an integral part of other scheduled activities may be excluded from the schedule by certifying the completion of the activities will not have an effect on the critical path, but only with prior written approval of the CO. If approved, include a list of these activities in the schedule narrative along with the following certification:

"By excluding the activities listed above from the schedule, the Contractor certifies that work associated with these pay items or activities will have no effect on the critical path activities and the Contractor will not submit, or request consideration of their affects when performing time impact analyses associated with this contract."

(c) Do not suppress or sequester float. The contractor's planned durations, sequencing, etc. may not be altered to give the appearance that activities do not have float. Float shown within the schedule is not for sole use or benefit of either party, but is a jointly owned resource available to both parties as needed to meet the completion date established in the contract. Either party has the full use of float until it is depleted. Suppressing float to create multiple critical paths is prohibited.

(d) Schedule acceleration or recoveries. The contractor has the right to accelerate activities within the schedule to recover its own delays when adequately supported in the schedule narrative (e.g. increased number of shifts, overtime operations, days of work, increased equipment and labor). Any acceleration is subject to limits included in the contract.

155.08 Schedule Narrative. Prepare a written narrative describing how the contractor plans to organize and execute the work described in the contract and the rationale and assumptions that went into developing the schedule. Refer to specific activities by activity ID and activity name/description. Ensure there are no conflicts between the schedule and schedule narrative.

(a) For the schedule narrative provided with the baseline schedule submittal:

(1) Describe the planned critical path(s) and the general sequence of work;

(2) For all activities excluding mobilization and submittals, describe:

(a) Scope of work;

(b) Locations (e.g. station numbers);

(c) Resource loading planned to perform the work. Include manpower allocation by types of labor and crew size, types and number of equipment and special equipment, materials, materials source locations; and

(d) Basis for calculating the duration for each activity stated as quantity production rates (such as quantity of excavation per day), in the same units as the pay item quantity unless otherwise approved in writing by the CO.

For individual activities divided into multiple segments, the resource loading and production rates can be stated once in the narrative if they are similar, provided all of the locations are noted and the planned duration at all locations is reasonably supported by the planned resource loading and production rate;

(3) Describe the general work schedule including workdays per week, number of shifts per day, and number of hours per shift;

(4) Describe the assumptions used to establish calendars within the scheduling software. Include anticipated non-workdays, holidays, environmental restrictions, other constraints within the contract, and winter shutdowns. Include assumptions and allowances made for inclement weather. Describe all calendars used in the schedule and list the calendar used for each activity in the schedule;

(5) Identify the subcontractor or supplier performing an activity and identify their activity codes used on the schedule diagram once known. If a supplier or subcontractor has not yet been secured, indicate activities that will be completed by a supplier or subcontractor and state assumptions used to develop the schedule activities;

(6) Describe site mobilization as well as expected and critical delivery dates for equipment or material that may affect completion of the project;

(7) Describe organizational limitations (such as resource constraints or subcontractor commitments) that may limit scheduling flexibility; and

(8) Provide a list and description of constraints used within the scheduling software.

(b) For schedule narratives provided with the schedule submittal updates, limit content to progress updates and changes that have occurred since the last approved schedule narrative. Include the following:

(1) Describe the progress of work. If progress is less than planned, explain why and explain what, if any, modifications will be made to meet the Fixed Completion Date.

(2) Document all changes and updates related to production rates; durations; calendar or work shift adjustments; labor, material, and equipment availability; suppliers and subcontractors; and schedule logic. Document all changes made within the schedule software and the reason for each change. Calculated outputs from the scheduling software (e.g. revised float values or planned activity start and finish dates) do not need to be documented in the schedule narrative.

(3) Document all new activities inserted into the schedule and discuss the source(s) of, or reasons for, each new activities. Provide all information required in Subsection 155.08 related to each new activity.

(4) If critical activities on the schedule update are different from those shown on the previously approved schedule, discuss source(s) of, or reasons for, the change(s).

(5) Document any critical path delays, discuss the source(s) of and reasons for the critical path delays.

(6) Document any planned schedule recoveries or acceleration, discuss the plan for achieving the schedule recovery (e.g. increased number of shifts, overtime operations, equipment and labor, etc.) and why they are necessary.

155.09 Submittal Log. Prepare a submittal log that lists all contract documents and submittals requiring approval in a format approved by the CO.

Include at a minimum columns for submittal number; section or item number; submittal description; date submitted; due by date; approval date; and comments.

Update the log as submittals are submitted and approved. Provide a copy of the log with each progress estimate and as requested by the CO.

155.10 Scheduling Meetings. The CO may reject the schedule submittal before holding any scheduling meeting.

Hold a baseline schedule meeting a minimum of 14 days after the (re)submittal date unless an earlier date is approved by the CO. Plan for the baseline schedule meeting to last 8 hours.

Monthly scheduling meetings may be requested by either party. When requested, hold scheduling meetings within 14 days of the (re)submittal date unless a later date is agreed upon. Plan for the schedule submittal meetings to last for at least 2 hours.

Scheduling meeting format:

(a) The schedule manager, project manager, and superintendent are required to attend, unless otherwise approved by the CO.

(b) Provide meetings capable of being attended virtually with audio, face-to-face video, and screen sharing that will allow Contractor and Government attendees to view and participate in discussions whether in person or attending virtually. Verify virtual capabilities with the CO at least 3 days in advance of the baseline schedule meeting.

(c) With the scheduling software, interactively review the schedule for conformance with the contract requirements. Also review and discuss software settings and calendars. Make immediate corrections if errors or omissions are discovered. For corrections that will take

further consideration or more time than allowed in the meeting, the CO may approve adding a comment within the schedule and delaying the correction until after the meeting.

Regardless of whether the schedule is in final format, provide a Synchro compatible native file with all revisions made during the meeting to the CO at the conclusion of the meeting.

(d) Interactively review the schedule narrative and submittals list. Document any necessary corrections or revisions.

(e) If revisions are required, within 3 days of the meeting, unless a later date is approved by the CO, resubmit the schedule submittal with revisions based on meeting discussions.

(f) Within 3 days of the meeting, unless a later date is approved by the CO, submit a draft of the meeting minutes with a log of all changes made to the schedule during the meeting. Resubmit a final version of the meeting minutes certified by the schedule manager, project manager, and superintendent within 3 days of being returned unless a later date is approved by the CO.

155.11 Lookahead Schedules. At the end of each week, provide a look-ahead schedule listing all planned work activities for the next 2 to 3 weeks and the days the activities will be performed. Provide lookahead schedules in the form of a spreadsheet, table or printout from the scheduling software in a format as approved by the CO. The CO may request weekly meetings to review actual progress and planned activities shown in the look-ahead schedule.

155.12 Contractor's Daily Record of Construction Operations. For each day of the contract, submit a CDR using Masterworks. Enter initial data for labor, equipment and subcontractors before beginning any work. Maintain and update the labor, equipment and subcontractors' data to reflect ongoing changes as they occur. Report operations of work separately, with manpower and equipment assigned to each operation separately. Document inspection results, including deficiencies observed and corrective actions taken. Complete a CDR for each contractor and subcontractor working that day.

Enter the following data into Masterworks:

(a) Subcontractor data.

(b) Labor and equipment.

(1) All manpower and equipment, including contractor and subcontractors. Complete all data fields.

(2) Labor. Type/classification, move-in date, move-out date, hourly rate, the contractor or subcontractor, and name.

(3) Equipment. Type/classification, move-in date, move-out date, make, model, and year of equipment manufacture.

Certify each CDR with the following statement:

"I certify that the information contained in this record is accurate, and that all work documented herein complies with the requirements of the contract. Any exceptions to this certification are documented as a part of this record."

Submit certified CDRs that have been verified by a person who has both responsibility for the inspection system and signature authority.

Submit the record and certification within 24 hours of the work being performed. If the CDR is incomplete, in error, or otherwise misleading, the CDR will be rejected and returned within Masterworks with corrections noted. Correct rejected CDRs and resubmit the revised CDR within 24 hours. If chronic errors or omissions occur, correct the procedures by which the records are produced.

155.13 Acceptance. Schedule submittals and preliminary work plans will be evaluated under Subsection 106.02.

Meeting minutes will be evaluated under Subsection 106.02.

CDR's will be evaluated under Subsection 106.02 and 106.03.

Measurement

155.14 Measure the Section 155 items listed in the bid schedule according to Subsection 109.02.

Payment

155.15 The accepted quantities measured according to Subsection 109.02, will be paid at the contract price per unit of measurement for the Section 155 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for Section 155 lump sum pay item will be paid as follows:

(a) 25 percent of the item amount, not to exceed 0.5 percent of the original contract amount, will be paid after the baseline schedule submittal is approved; and

(b) Payment of the remaining portion of the lump sum will be prorated based on the estimated number of monthly schedule submittals (such as months from Mobilization to fixed completion date). Prorated amount will be paid upon acceptance of each monthly schedule submittal and look ahead schedules for that month.

No progress payment will be made until the Schedule Manager and baseline schedule submittal are approved.

A mandatory 10 percent withholding of the entire progress payment will be applied if the latest schedule submittal has not been received by the due date or the previous schedule submittal has

not been approved. Progress payment withholdings will not be released until the submittal(s) and approval of the submittal(s) are current.

Payments made for work under this specification do not affect any rights the government may have because of failure to meet the project schedules for construction requirements.

Section 156. — PUBLIC TRAFFIC

01/06/23– FP14

156.04 Accommodating Traffic During Work. Add the following:

Accommodate traffic according to the following schedules:

(a) 2026 construction season. Keep road open with permitted delays according to Subsection 156.07(i).

(b) Subsequent construction seasons. Dates are approximate. See Subsection 108.01(d) for winter shutdown schedule.

(1) Between 6:00 a.m. June 1 and 6:00 p.m. July 3. Sunrise Road can be closed to the public. Allow Park administrative and Park approved contractor, vendor and delivery vehicle access to White River Ranger Station and Campground during work hours with 30-minute delays permitted;

(2) Between 6:00 a.m. the first workday after July 4 and 6:00 p.m. the Friday before Labor Day. Keep road open with permitted delays according to Subsection 156.07(i); and

(3) Between 6:00 a.m. the Tuesday after Labor Day and October 31. Sunrise Road can be closed to the public. Allow Park administrative and Park approved contractor, vendor and delivery vehicle access to White River Ranger Station and Campground during work hours with 30-minute delays permitted.

(c) Closures. Refer to the temporary traffic control plans for further details associated with the following closures:

(1) 6-hour full road closures. Full road closures are allowed up to 8 times for up to 6 hours each time for blasting and setting bridge girders operations. At least 14 days before starting closure, submit an operation plan to the CO for approval. Resubmit operation plan if closure dates change and allow 14 days for approval. Include at a minimum the following information:

(a) Proposed closure dates including start and end dates; and

(b) Time of work during closure.

(2) Turnout closures. Closure of turnouts and parking areas within the project limits is allowed according to Subsection 105.04 and as shown in the plans during all construction seasons; and

(3) Pedestrian traffic closures. The worksite is closed to all public pedestrian traffic during all construction seasons. Provide public notice 14 days in advance of any closure and provide temporary traffic control closures on all applicable pedestrian access routes.

Immediately open the road to emergency vehicles (such as ambulances, US Marshalls, NPS law enforcement, police, fire).

The park dispatcher will coordinate emergency vehicle needs directly with the traffic control supervisor by radio. Maintain radio contact during traffic-delaying work. The park will provide an NPS radio and training session to the Contractor's traffic control supervisor for this purpose.

Provide local law enforcement and fire department with the radio frequencies on the project and the 24-hour telephone numbers of the traffic control supervisor and the project superintendent. These telephone numbers are used to alert when emergency vehicles must pass through the project. When notified of emergencies, take immediate measures to provide temporary access to pass traffic through the project area.

156.05 Maintaining Roadways During Work. Add the following to Subsection (c):

MORA will open Sunrise Road to the public on the normal plowing schedule. If construction access is desired earlier than the scheduled road opening date, submit a written request to the CO for approval.

If approved, snow removal to access the work areas including material sources, staging, storing, and stockpiling areas is the Contractor's responsibility until the scheduled road opening date.

Perform snow removal for early access at no additional cost to the government.

156.07 Limitations on Construction Operations. Delete Subsection (g) and substitute the following:

(g) Provide two-way radio communications between Traffic Control Supervisor, pilot car, and flaggers. Provide two-way radio communications between flaggers, unless flaggers can see each other and communicate. Citizen band radios are not acceptable. Make radio equipment available to the CO;

Add the following:

(k) Do not perform construction operations that cause delays or otherwise interferes with public traffic during the following dates and times.

(1) From 6:00 p.m. Friday through 6:00 a.m. Tuesday for Memorial Day holiday.

(2) From 6:00 p.m. July 3 through 6:00 a.m. July 5 for Independence Day holiday.

(3) From 6:00 p.m. Friday through 6:00 a.m. Tuesday for Labor Day holiday.

(5) On any other holiday listed in Subsection 101.04, unless approved by the CO.

(6) From 6:00 p.m. Friday through 6:00 a.m. Monday, unless approved by the CO.

(l) For purposes of facilitating traffic, perform grading or surfacing part-width at a time. Make the width not under construction, 10 feet minimum clear, available to public traffic under alternate one-way control. Furnish pilot car, flaggers or automated traffic signal, or any combination as directed by the CO to direct traffic through sections of roadway under one-way control.

156.08 Nighttime Operations. Delete the second paragraph.

156.09 Traffic Control Supervisor. Add the following:

(l) Transport personnel, construction signs, barricades, drums, cones, tubular markers, and other traffic control devices.

Section 157. — SOIL EROSION AND SEDIMENT CONTROL

01/06/23(4)– FP-14

Material

157.02 Add the following to the material list:

Filter rock	705.08
Straw bales	713.23

Construction Requirements

157.03 Qualifications. Delete this Subsection and substitute the following:

Provide an Erosion Control Supervisor (ECS) and an erosion control team. The ECS and members of the team conducting site inspections must meet one of the following criteria:

(a) EPA Construction Inspection Course;

(b) Alaska Certified Erosion and Sediment Control Lead (AK-CESCL);

(c) Idaho Water Pollution Control Manager (WPCM);

(d) Montana Department of Environmental Quality (DEQ) SWPPP Administrator;

(e) Oregon Department of Transportation (ODOT) Certified Erosion Sediment Control Manager (ESCM);

(f) Washington State Certified Erosion and Sediment Control Lead (CESCL);

(g) Other State DOT-Approved Erosion and Sediment Control Certification;

(h) Certified Professional in Erosion and Sediment Control (CPESC);

(i) Certified Professional in Storm Water Quality (CPSWQ);

(j) Certified Erosion, Sediment and Storm Water Inspector (CESSWI);

(k) National Institute for Certification in Engineering Technologies (NICET) Erosion and Sediment Control Level 3 or 4; or

(l) Certified Inspector of Sediment and Erosion Control (CISEC).

157.04 General. Delete this Subsection and substitute the following:

Provide and install permanent and temporary measures to control erosion, sedimentation, and discharge of pollutants, according to the National Pollutant Discharge Elimination System

(NPDES), the Construction General Permit (CGP), the project Storm Water Pollution Prevention Plan (SWPPP) of record, and this contract.

Immediately report to the CO any incident of non-compliance with the CGP that may endanger health or the environment. Provide copies of any correspondence or reports required by either the CGP or the SWPPP.

Provide an ECS and erosion control team to manage installation, maintenance, inspection, and reporting for erosion and sediment control measures, maintain and update the SWPPP of record, and prepare any documentation required by the CGP or the SWPPP. At the preconstruction conference furnish the names, project office address, 24-hour telephone number(s), and qualifications for the ECS and each member of the erosion control team.

If wood chips are used, do not import without approval from the CO.

157.04A Water Quality Monitoring. (Added Subsection).

Limit the timing of in-water work according to Subsection 107.10(f)(1).

Monitor and record stream turbidity levels in a daily log during work below ordinary high water, compare turbidity caused by authorized actions to background levels, and adapt activities to minimize project-caused turbidity. Provide copies of daily logs for turbidity monitoring to the CO at the end of each day. Use a turbidity meter that has been calibrated to meet manufacturer requirements. Comply with the following:

(a) Complete the Water Quality Monitoring Protection Plan provided in the Physical Data.

(b) Document the procedures used within and over waters of the state and U.S., including wetlands.

(c) Do not exceed background turbidity by more than 50 nephelometric turbidity units (NTU) above background or more than 25 NTU above background for more than ten consecutive days. Projects or activities that are expected to exceed these levels require an individual project-specific Clean Water Act Section 401 water quality certification.

(d) Identify a Water Quality Supervisor, other than the Superintendent, who can plan, perform, and report turbidtiy measurements according to appropriate standards and procedures.

(e) Determine two points for water quality monitoring. The background measurement, 100 feet upstream of impacts and the compliance point. For turbidity monitoring the following will be followed for determining the compliance point:

Table 157-1A
Compliance Point Distance

Wetted Stream Width at Discharge Point	Approximate Downstream Point to Sample to Determine Compliance
Up to 30 feet	50 feet
>30 to 100 feet	100 feet
>100 feet to 200 feet	200 feet
>200 feet	300 feet

(f) Implement and monitor measures to prevent and reduce turbidity before, during, and after construction. Perform turbidity monitoring at the point of compliance within 24 hours of a rainfall event of 0.25 inches or greater. If turbidity limits are exceeded or if measures are identified as ineffective during monitoring and maintenance, take additional measures to come into compliance and notify EPA within 48 hours of the exceedance or measure failure.

(g) If turbidity readings indicate water quality exceedance or turbidity thresholds, work will be ordered to cease. Sampling will continue every 15 minutes until three consecutive samples indicate that water quality thresholds have been met. If work is stopped due to water quality threshold exceedance, the Contractor will assess the cause of turbidity and implement needed adjustments to BMPs. Log all changes and date time they were implemented in the monitoring report.

(h) Prepare daily logs for when turbidity monitoring is required according to the Water Quality Monitoring Protection Plan found in the Physical Data. Make the logs available to the Washington Department of Ecology, U.S. Environmental Protection Agency, and other regulatory agencies upon request.

157.05 Controls and Limitations on Work. Delete this Subsection and substitute the following:

(a) Install all sediment perimeter control measures before clearing, grubbing, and grading activities. Install additional erosion and sediment control measures as needed during construction.

(b) Before conducting land clearing and disturbance, mark all clearing limits in the field. Mark trees, wetlands, sensitive areas, and buffer zones for preservation as shown on the plans. Preserve existing vegetation wherever possible.

(c) Stabilize and maintain construction access points between unpaved and paved sites to minimize tracking of mud and dirt onto public roads.

(d) Phase construction activities to minimize the amount and duration of soil exposed to erosion. Establish final grade as soon as practicable and apply temporary or permanent soil stabilization measures. Limit the combined grubbing, grading, excavating, borrow, and fill within the construction limits to 5 acres (2.0 hectares) of exposed soil at one time.

(e) Divert runoff around exposed soils.

(f) Commence temporary or permanent soil stabilization measures immediately if no further disturbance of an area of the site or stockpile is expected within the next 14 days. Complete the installation of temporary or permanent soil stabilization measures to disturbed sites or stockpiles within 7 days of last disturbance. Provide for temporary stabilization of all exposed soil before winter construction shut down.

(g) Construct and maintain perimeter protection and locate erodible stockpiles away from storm drain inlets, waterways, and drainage channels.

(h) Handle and dispose of all pollutants, including construction materials, waste materials, and construction debris, in a manner that does not cause contamination of storm water.

(i) Do not allow fresh concrete, concrete byproducts, or other chemical contaminants to enter waterbodies. Do not discharge concrete wastewater near or into waterways or wetlands. Construct concrete washout structures according to Subsection 157.07A.

(j) Discharges of dewatering water may not cause the formation of a visible sheen on the water surface, or visible oily deposits on the bottom or shoreline of the receiving water.

(k) Follow wet season work requirements for earthwork that exposes bare ground occurring between October 15 and winter shutdown of any given year as follows:

(1) Do not begin new earthwork activities. Work that has been started may be completed. Suspend earthwork when more than 0.25 inches of rain is forecasted in 24 hours or when soils are saturated.

(2) Provide, stockpile, and protect emergency erosion control materials on-site for unknown weather or erosion conditions. The emergency erosion control materials are in addition to the other erosion control materials required for erosion and sediment control implementation. Replace emergency materials as they are required.

(3) Stabilize or cover stockpiles at the end of the workday and before extended breaks in construction if a storm event is forecasted that may result in discharge from the site or if wind speeds greater than 10 miles per hour are forecasted.

(4) Immediately before a forecasted rain event:

(a) Stabilize any area that has soil disturbances before a forecasted rain event with mulch, wood chips, or other protective covers,

(b) Cover fueling and repair areas and surround with a berm,

(c) Store treated materials in a structure if available, and

(d) Plug drain holes.

157.07A Concrete Washout Structures. (Added Subsection).

Construct concrete washout structures only at McCullough Seed Orchard, unless otherwise approved. Locate washout at least 50 feet from storm drains, ditches or other watercourses and as directed. Install washout before the start of any concrete activities or deliveries. Construct on-grade washout structures; do not excavate below existing ground.

At a minimum, install an 18-inch by 24-inch sign to indicate the location of the concrete washout.

Inspect every seven days or within 48 hours after a rainfall event. Clean washout once the washout is 75 percent full.

Remove concrete washout structures before each winter shutdown and dispose of according to Subsection 204.14.

157.10 Diversions. Add the following:

Dewater according to Subsection 208.07.

(a) Submittals. At least 14 days before beginning of in-water work, submit detailed stream diversion plan drawings to the CO for review and approval according to Subsection 104.03. Do not begin diversion work on a Friday or holiday Monday.

Include the following information:

(1) A stream diversion plan containing the following information:

(a) Drawings and written narrative showing the type, size, length, location, elevation, and method of installation and removal for the stream diversion, and means of access to waterways. Limit proposed active footprint to 330 feet or less in length of the stream channel,

(b) Demonstration that supersacks filled with clean or washed gravel are used so it may be used later as conserved streambed material. Use of AquaDams is prohibited,

(c) The sequence and schedule for installing and removing the diversion,

(d) Best management practices used to ensure minimization of erosion or turbidity occurs to a stream channel,

(e) Discussion of all construction stages,

(f) A list of on-site backup materials and equipment,

(g) Capacity calculations and profile in HEC-RAS or other hydraulic modeling software approved by the CO if gravity system is used,

(h) Whether pumping is required and, if so, location(s) for pump(s) and vegetated locations where water will be released,

(i) Confirmation that pumps will be screened according to The National Marine Fisheries Service (NMFS) Fish Screening Criteria Intakes (1996),

(j) A screen monitoring and maintenance plan.

(2) Fish capture and release plan containing the following information.

(a) Personnel and qualification. Fish removal will be performed by a government-provided fish biologist. Furnish a biologist as directed and according to Section 623 if a government-provided fish biologist is unavailable. Only conduct fish capture operations by or under the direct supervision of a fishery trained biologist with a minimum of 5 years' experience in fish capture operations. Install and maintain block nets and remove fish and aquatic life from the in-water work areas.

(b) The sequence of steps and methods for isolating and removing fish and aquatic life and rewatering area at the end of the in-water work season. The sequence of steps must allow for removal of all fish and aquatic life before dewatering.

(c) Block net maintenance. Inspect daily any block nets that are left in place to remove debris and to ensure nets remain securely installed.

(3) In-Water work Monitoring Report. For each working day, include the following:

(a) Log including weather, using the nearest weather gauge, and methods, activities, equipment used and materials involved with the constructing, maintaining, and dismantling of the diversion,

(b) Observations of presence of fish species, whether they were stranded, and if stranded, how many and how were they dealt with,

(c) Number of sick or dead listed fish identified within the project area, species, date and time of discovery, water quality conditions and construction activities at the time of discovery, corrective actions, if any implemented, date and time reported to regulatory agencies, and final disposition of the fish,

(1) If there are turbidity exceedances, note date and time and corrective action taken and whether reporting to regulatory agencies occurred,

(2) Total linear feet of bank stabilization installed, and

(3) The number of temporary pilings installed below OHWM.

(d) Record inspection and maintenance activities of block nets.

(b) Fish removal. Before installation of de-watering facilities, remove fish and aquatic life according to the approved fish capture and release plan. After installation of temporary

de-watering facilities, begin reducing the water level through the isolated work area. Do not de-water the isolation area entirely until all fish and aquatic life have been removed.

(c) Diversion installation. Install diversion(s) within the in-water work window, June 15 to August 15 (dates inclusive). Divert stream flow as needed for completing channel debris removal, existing bridge removal, riprap placement, and new bridge installation. Maintain structures and systems as needed for ensuring design efficiency.

Maintain a minimum of 1 foot freeboard for diversion barriers. Do not span the stream channel and floodplain completely. Maintain at least half-width channel flow at all times. Minimize disturbance of channel bed as much as possible. Diversion barriers must be stable using the above listed velocities for parallel flow. Leakage through and under the barrier must be small enough to allow for proposed work.

Do not dewater downstream channels during dewatering. Maintain a downstream water flow rate of at least 90 percent of the upstream water flow rate.

Use non-erosive materials for diversions and barriers. Diversion sandbags can be filled with material mined from the floodplain as long as such material is replaced at end of project. Small amounts of in-stream material can be moved to help seal and secure diversion structures.

(d) Operation. Operate temporary water management as follows:

(1) Maintain and control water flow downstream of the isolated work area for the duration of the diversion to prevent downstream de-watering.

(2) Regularly inspect and clean coffer dams, culverts, or waterproof lined diversion ditches of excess debris or sediment accumulation.

(e) Site Specific Hydraulic Information.

Table 157-1B

Site	Time Period	Diversion Design Flood	Diversion Freeboard
Fryingpan Creek	June 15 to Aug. 15	590 cfs	1 ft
Fryingpan Creek	Aug. 16 to Sept. 30	1090 cfs	1 ft

(f) Re-watering and removal. Pre-wash reconstructed channel segments into a channel reach equipped with sediment capture devices before reintroducing stream to channel.

(1) Upon project completion, slowly re-water the construction site to prevent loss of surface water downstream as the construction site streambed absorbs water and to prevent a sudden release of suspended sediment. Monitor downstream during re-watering to maintain sufficient stream flow and prevent stranding of aquatic organisms.

(2) Completely remove all temporary flow barriers and diversion structures.

(g) Site restoration. Restore existing stream bottom, stream bank, and floodplain topography to a natural slope, pattern and profile.

157.11 Waterway and Slope Protection and Stabilization. Delete Subsection (c) and substitute the following:

(c) Check dams. Construct riprap, filter rock, gravel bags, sandbags, fiber rolls and socks, or earth berms for temporary check dams to reduce the velocity of runoff in ditches and swales.

157.12 Temporary Soil Stabilization. Delete Subsection (a) and substitute the following:

(a) Temporary cover. Apply wood fiber mulch as directed by CO using chips conserved from clearing operations.

157.14 Inspection and Reporting. Delete this Subsection and substitute the following:

(a) Inspect the following areas of the project:

(1) All areas where soil has been disturbed and that have not been permanently stabilized;

(2) All erosion and sediment control measures and pollution prevention measures;

(3) Government-provided material, waste, borrow, staging and maintenance areas;

(4) All areas where storm water typically flows within the site and discharges from the site;

(5) All locations where temporary stabilization measures have been implemented;

(6) All points of discharge of dewatering water when dewatering is required. Follow inspection requirements in the CGP and in this Subsection; and

(7) Conduct pH sampling each day concrete is poured and continue until it is cured (typically three weeks after the last pour).

(a) Use a calibrated pH meter and collect the sample prior to where stormwater is discharged off site into a receiving water, constructed or natural site drainage feature, or storm drain inlet.

(b) If pH is within the range of 6.5 to 8.5, no further monitoring is required. If pH is 8.5 or above, prevent high pH stormwater from discharge off site. Adjust, or neutralize high pH with a method approved by the CO. Continue to monitor until pH is within the range of 6.5 to 8.5.

(b) Visually monitor daily all points where stormwater is discharged off site into a receiving water, constructed or natural site drainage feature, or storm drain inlet. If there is visible turbidity or a sheen in the discharge, stop all earth disturbing construction activities and notify the CO immediately.

(c) Conduct turbidity sampling, as described below, using a calibrated turbidity meter. Calibrate before sampling and on the same day of sampling.

Identify all sampling locations in the SWPPP and record sampling results in the inspection forms.

Collect a sample once per week at all points where stormwater is discharged off site into a receiving water, constructed or natural site drainage feature, or storm drain inlet. For stormwater discharges to surface waters, collect the sample before the discharge enters the surface water.

Collect a sample daily at all points where dewatering water is discharged off site. Collect the sample before the discharge enters a receiving water, constructed or natural site drainage feature, or storm drain inlet.

(1) If turbidity of the stormwater or dewatering water discharge is less than 25 NTU, no further monitoring is required.

(2) If turbidity exceeds 25 NTU or higher, stop all earth disturbing construction activities and notify CO immediately. Take immediate action to address cause of exceedance. Once monitoring results show turbidity is less than 25 NTU, construction activities can resume. Continue to monitor until the stormwater or dewatering water discharge is measured at less than 25 NTU.

Submit compiled dewatering water monitoring results to the CO quarterly, by the 15th of April, July, October, and January. Once approved, upload results to the EPA website by the 30th of the month.

(d) Inspect all erosion and sediment control measures at least once every 7 days and within 24 hours of a storm event of 0.25 inches (6 millimeters) or greater within a 24-hour period as determined by an on-site rain gauge, or when there is a discharge from snowmelt from a storm event that produces 3.25 inches (83 millimeters) or more of snow within a 24-hour period as determined by measurements of snowfall at the site or from local weather information. Specify in the project SWPPP which inspection schedule will be used and use the same schedule throughout the duration of construction.

Document the inspection in the inspection report, including times of dewatering discharge, rate of discharge, and any indications of pollution discharge. Provide clearly labeled photographs with the inspection report that show the dewatering water before treatment by a dewatering control(s), the dewatering control(s) used, final discharge after treatment, and the point of discharge to any receiving waters.

Furnish completed inspection reports to the CO within 24-hours after performing an inspection.

(e) Inspections may be temporarily reduced or suspended according to the CGP and the following conditions:

(1) Inspections may be temporarily reduced to once every 14 days for the first month and then once every 30 days, when construction is temporarily inactive and if all disturbed areas have been either permanently or temporarily stabilized.

(2) Inspections may be temporarily reduced to once every 14 days for the first month for linear construction sites as defined by the CGP when portions of the site have undergone final stabilization. After the first month, inspect once more within 24 hours of a storm event of 0.25 inches (6 millimeters) or greater within a 24-hour period or when there is a discharge from snowmelt from a storm event that produces 3.25 inches (83 millimeters) or more of snow within a 24-hour period as determined by measurements of snowfall at the site or from local weather information. If there are no issues or evidence of stabilization problems, further inspections can be suspended in those areas. If issues are identified, resume monthly inspections until final stabilization is visually confirmed following a storm event of 0.25 inches (6 millimeters) or greater within a 24-hour period.

(3) If the project is suspending construction activities due to frozen conditions, inspections may be suspended if all disturbed areas have been stabilized and only if discharges are unlikely due to continuous frozen conditions that will last a minimum of 3 months based on historic seasonal averages. If unexpected weather conditions occur that may result in discharges from the site, inspections must immediately resume according to the CGP.

(4) If the project is continuing construction activities during frozen conditions, inspections may be reduced to once every 30 days if a discharge is unlikely due to continuous frozen conditions that will last a minimum of 3 months based on historic seasonal averages. All areas not being disturbed by construction activities must be stabilized according to the CGP.

Document the reason for the reduction in inspection frequency, locations (if applicable), and beginning and end dates in the SWPPP. Resume the normal inspection schedule according to with the CGP when above conditions are not met for reduced or suspended inspection frequency.

157.15 Maintenance and Cleanup. Delete this Subsection and substitute the following:

Maintain the functionality of erosion and sediment control measures, and clean measures that are half-full of sediment, until final acceptance or until disturbed sites are stabilized according to the CO. Remove and dispose accumulated sediment according to Subsection 204.14.

Implement maintenance of erosion and sediment control devices or other corrective action within the following time requirements:

(a) In the event of discharge of sediment or other pollutants, immediately take steps to prevent further discharge until a permanent solution is installed and made operational; and,

(b) Begin corrective maintenance of sediment and erosion control devices immediately and complete by the close of the next business day. If it is not feasible to complete the work in that timeframe, document in the inspection report why it is not feasible. Complete maintenance and

corrective action no later than 7 days from time of discovery. Make revisions to the SWPPP according to the CGP.

Upon approval of the CO, remove and dispose of erosion and sediment control devices and structures according to Subsection 203.05. Restore the ground to its natural or intended condition and provide permanent erosion control measures.

157.16 Acceptance. Delete the first paragraph and substitute the following:

Material for erosion and sediment control measures will be evaluated under Subsections 106.02 and 106.03. Do not provide a copy of the certifications for erosion and sediment control materials to the CO, unless otherwise directed by the CO.

Section 158. — WATERING FOR DUST CONTROL

Construction Requirements

158.03 General. Add the following:

The plans do not show estimated water quantities for lump sum pay items. At the preconstruction conference, submit a dust control plan including locations, water quantity, application rates and frequencies; and do not start work until the CO approves the dust control plan in writing.

Payment

158.06 Add the following:

Payment for lump sum pay items will be prorated based on the total work completed.

DIVISION 200
EARTHWORK

Section 201. — CLEARING AND GRUBBING

01/01/14– FP-14

Description

201.01 Add the following:

Clearing limits are the same as construction limits, unless otherwise shown in the plans.

201.01A Definitions. (Added Subsection).

(a) Drip line. The outer edge of a tree or shrub from where water would drip to the ground.

(b) Breast height. 4.5 feet above grade.

(c) Critical root zone. One foot radius from the outer edge of tree trunk for every 1-inch trunk diameter at breast height.

(d) Structural root zone. Six feet radius from the outer edge of tree trunk.

Construction Requirements

201.03 General. Add the following:

Stake the clearing and grubbing limits according to Section 152.

Do not damage vegetation outside the clearing limits or within fenced areas. See Section 107.02 if trees outside the clearing limits are damaged by construction activities. Do not fasten ropes, cables, or guy wires to trees. Protect tree roots from damage. Keep exposed roots moist until covered with soil. Do not remove tree roots unless directed by the CO.

All pruning of trees, shrubs or roots within clearing limits requires prior approval by the CO. Do not use tree paint or tree wound dressing. Prune tree roots with saw making a clean vertical cut, removing the smallest portion of root or root system possible that still allows for excavation. Pruning is not required for roots less than 1 inch in diameter. Sterilize pruning equipment between each tree with a 10 percent bleach solution or rubbing alcohol.

Verify felled trees and snags to be salvaged with the CO and stockpile salvaged trees in locations as outlined in Subsection 105.04.

201.04 Clearing. Add the following:

At least 7 days before clearing, schedule a field meeting with the CO to verify clearing limits.

Protect critical root zone (CRZ) and structural root zone (SRZ) for trees designated to remain in or near the clearing limits and with a DBH of 18 inches or greater.

For tree trunks more than 2 feet from construction activities, but for which construction activities will occur within the CRZ, install temporary plastic fence around parts of the tree trunk that face construction activities and are vulnerable to damage. Fencing will be placed at the greatest possible distance of the following from trees: CRZ edge, SRZ edge, or construction or staging zone limits (greater than 2 feet from trunk).

For tree trunks within 2 feet of construction activities or for which fencing is not practicable, use trunk protection consisting of 2-inch by 4-inch lumber, minimum 4 feet tall, loosely banded onto the trees with straps, and angled so that the trunk flare and buttress roots are also protected. Place closed cell foam padding minimum of ¼ inch thick between the trunk and the lumber. Use straps or wire to bind the planks in place, avoiding any fastener contact with bark or limbs, and do not drive fasteners into the tree. Wrap lumber-covered sections of trees with temporary plastic fence to provide a visual cue to heavy equipment operators.

Where there is construction equipment access across the surface of the CRZ and SRZ, but without subsurface construction, place either ½-inch minimum steel plate on top of a bed of two inches minimum of CO-approved mulch, or ¾-inch minimum plywood over four inches minimum of CO-approved mulch to provide a protective bridge over the root protection zone.

Remove vegetation such that the topsoil is not compacted or gouged. Do not mix topsoil with subsoil. No vehicular or equipment access will be allowed beyond the construction limits.

Do not clear more than 2.3 acres of total vegetated area within project limits at the primary site of work.

201.05 Grubbing. Add the following:

Use only hand methods for grubbing inside the drip line of trees designated to remain unless otherwise directed by the CO.

201.06 Disposal. Add the following:

Salvage felled trees as follows and stockpile according to Subsection 105.04(b):

(a) Deflector log structure. Salvage 13 trees with root balls and 25 trees without root balls to be used in the Deflector Log Structure under Subsection 647.03. These numbers include a small allowance in addition to the required quantities in case a tree becomes unusable from the time of salvage to the time of installation. Verify with CO which trees to salvage.

(b) Landscaping logs. Salvage 30 trees to be used as Landscaping Logs under Subsection 647.04. Verify with CO which trees to salvage.

(c) Mount Rainier use. Salvage 3 trees for future Mount Rainier use. Verify with CO which trees to conserve.

(d) SR 410. Salvage 90 trees, 12 of which with root wads, for future Mount Rainier use. Verify with CO which trees to salvage.

(e) Mulch. Chip felled trees not salvaged to produce sufficient mulch quantity to be used on the project. Produce chips no larger than 6 square inches and no thicker than ½ inch. Package the chips in a condition appropriate for mixing in a homogeneous slurry suitable for application with power spray equipment. Use chips as mulch under Subsections 157.12, 204.05 and 625.08.

Remove and dispose of leftover trees and snags according to Subsection 203.05.

Measurement

201.08 Delete the second paragraph and substitute the following:

Where the new construction follows the existing road, exclude that portion of the old roadbed within the clearing and grubbing limits from the measurement width. Also exclude the area of any body of water and non-vegetated portions of its shoreline within the clearing and grubbing limits.

Section 203. — REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Construction Requirements

203.03 Salvaging Material. Add the following:

Salvage bridge pins of the existing bridge and provide to CO.

203.03A Salvaging Stone Masonry Material. (Added Subsection)

Provide a stone mason meeting the requirements of Subsection 620.03A to disassemble and reconstruct stone masonry structures.

(a) Submittal. Do not begin removal of stone masonry before approval of the stone masonry removal and salvage plan. Submit a stone masonry removal and salvage plan to CO for approval before removing masonry structures that includes, but not limited to the following:

(1) Experience and qualifications of each stone masons performing the work according to Subsection 620.03A;

(2) List of equipment used to perform the work;

(3) Process to remove stones so they are suitable for reuse;

(4) Actions to protect and preserve salvaged stones;

(5) Methods of recording the existing stone masonry features;

(6) Temporary storage of salvaged material; and

(7) Reconstruction plan.

(b) Preparation. Before disassembling stone masonry structures, clear away all brush, debris, or other matter blocking the view of the existing structure; and excavate around the existing structure as needed to fully expose the existing features of the structure.

Produce digital photographs showing area to be removed before removal. Include a minimum of six photographs per site: Three elevation views and two oblique views showing the entire area of to be removed. Photographs are to be in color with a minimum dimension of 3 inches by 5 inches. Label all photographs with the date the photo was taken and location by station. Submit two sets of prints and one digital set (8 megapixel or better) to the CO. Keep another set on-site when performing work.

(c) Remove from structures. Take all necessary precautions to prevent damage to stone when disassembling. Do not damage the lichen or character of the stone masonry designated to be

salvaged. Prevent chipping and breaking of stone during removal, transporting and stockpiling. Remove and clean all dirt and mortar from each salvaged stone.

Use hand tools to disassemble stone masonry unless otherwise approved. Salvage all sound and undamaged stones from stone masonry structures.

(d) Stockpiling. Stockpile conserved stone masonry adjacent to the removal site. When not feasible, organize and stack removed stones on pallets and stockpile in locations as directed. Do not mix removed stones from different sections on the same pallet. Label each pallet by station.

Stones removed from a site that are to be reset at the same site may be stockpiled in a suitable location at the site area, but are to remain separated from other stone material. Number stones that are to be reset in the same location on the bottom with a weatherproof marker. Correlate the stones' numbers with photographs.

(e) Excess material. Haul excess salvaged stone material not incorporated into the new work to the designated site according to Subsection 105.04(b)(2).

203.04 Removing Material. Add the following to Subsection (a):

(4) Drawings and calculations that fully illustrate all anticipated phases of the proposed method of removal. Show the removal sequence, crane and barge locations, crane capacities, lifting point locations, and bridge member masses. Provide sufficient detail to allow a structural and safety review of the proposed removal methods. Provide catalog or equivalent data indicating a manufactured device's recommended safe load capacity.

Add the following to Subsection (b):

All work to remove the existing Fryingpan Creek Bridge is to be completed from above the ordinary high water mark. Only hand powered tools and work crews are allowed below the ordinary high water mark to assist in removal of the existing substructure and temporary works. Where removal of the existing Fryingpan Creek Bridge requires work below ordinary high water, perform work during the in-water work period according to Subsection 107.10 and within the area isolated by temporary diversion according to Subsection 157.10.

Completely remove all concrete and steel for existing bridge superstructures. Remove existing bridge substructures to the full depth or a maximum of 5 feet below existing ground as shown on the plans. Backfill with streambed material according to Section 647 to finish grade. Prevent construction debris from entering Fryingpan Creek.

The existing Fryingpan Creek Bridge may contain lead-based paint. Handle material with lead paint contamination according to Subsection 563.05 and remove material according to Subsection 203.05(d).

Extract temporary piles and bridge piles by pulling from above using a vibratory hammer or other approved methods to dislodge. Keep all equipment (such as buckets, steel cables,

vibratory hammer) out of the water and grip piles above the waterline. If pile is intractable or breaks, cut the pile off 5 feet below the mudline.

Place extracted pile or other bridge demolished items in a containment area on a platform to protect stream gravels. Dispose of all removed piles, floating surface debris, any sediment spilled on work surfaces, and all containment supplies according to Subsection 203.05.

203.05 Disposing of Material. Delete Subsections (b) and (c).

Measurement

203.07 Add the following:

When measuring removal of stone masonry by the square yard, measure all areas of stone masonry being removed, including the area of stone masonry below the ground. Do not measure the culvert cross-sectional area, bedding, or footing.

Do not measure stone masonry removal and salvage at the existing Fryingpan Creek Bridge.

Section 204. — EXCAVATION AND EMBANKMENT

11/12/20– FP-14

Description

204.01 Add the following:

This work also includes salvaging suitable rock from within construction limits for placing isolated or clustered boulders at selected locations.

204.02 Definitions. Delete Subsection (c) and substitute the following:

(c) Conserved topsoil. The uppermost soil horizon of excavated material, usually 8 to 10 inches deep, conserved from the roadway excavation and embankment foundation areas that is free from hard soil, rock, clay, toxic substances, trash or other deleterious material, and is suitable for growth of grass, cover crops or native vegetation. It may include decayed organic and other materials capable of supporting vegetation.

Construction Requirements

204.05 Conserved Topsoil. Delete the first paragraph and substitute the following:

Conserved Topsoil. Conserve topsoil from roadway excavation and embankment foundation areas. Separate topsoil from other excavated material and stockpile conserved topsoil on site as construction limits allow. If additional space is needed, stockpile at the Cayuse Pass pullout according to Subsection 105.04(b)(1) and as directed.

Apply hydromulch (no seed) using salvaged wood chips from Subsection 201.06 at 3000 pounds per acre to the conserved topsoil stockpile. Reapply as needed.

If stockpiling more than 12 months, rotate stockpile before winter shutdown and once operations begin the following season so that the lowermost portion of the stockpile is brought to the uppermost and vice versa.

204.06 Roadway Excavation. Amend as follows:

Add the following:

(c) Conserved boulders. Conserve the following boulder material for placement as directed by the CO.

(1) Oversized boulders encountered in roadway or structure excavation.

(2) Barrier rocks currently located along the roadside.

Store conserved boulders individually, directly adjacent to the final placement location. Minimize scarring or damage to the patina and lichen surface during material handling.

Place conserved boulders at locations identified by the CO before topsoil placement. Place boulders so that one-third of the boulder is buried. Lay boulders on firm beds and backfill as required using hand operated equipment.

Delete the second to last paragraph and substitute the following:

Conserve sufficient quantities of 6-inch (150-millimeter) minus material from the roadway excavation to use for finishing the roadbed. Sufficient quantities are available within the roadway excavation. Dispose of unsuitable or excess excavation material according to Subsection 204.14. Replace shortage of suitable material caused by premature disposal of roadway excavation.

204.10 Embankment Construction. Add the following to paragraph (b):

Construct the top 12 inches (300 millimeters) of the embankment with 6-inch (150-millimeter) minus material conserved from the roadway cuts.

204.11(c) Less than 50 percent retained on a No. 4 (4.75-millimeter) sieve. Delete the third paragraph and substitute the following:

Use compression-type or vibratory rollers. Compact each layer of material full width to at least 95 percent of the maximum density. Determine the in-place density and moisture content according to AASHTO T 310 or other approved test procedures.

204.13 Sloping, Shaping, and Finishing. Amend as follows:

Delete Subsection (a) and substitute the following:

(a) Sloping. Construct slopes with roughened surfaces as directed by CO. Construct slopes to staked slope ratios, but flatten randomly and intermittently to simulate the irregularity of the existing terrain. Sculpt slopes to produce irregular ledges, shelves, and planting pockets to a length of 30 feet and a depth of 5 feet (typical) for vegetation by steepening the nominal slope ratio in staggered locations suitable for placement of topsoil and vegetation.

Add material to fill slopes to obtain varying and undulating contoured slope, rounding at toe of fills, and to flatten selected slopes to blend with existing land forms to promote revegetation. Shape the cut slope to blend with surrounding natural ground lines, emphasizing rock outcrops, draws and ridges. Round top and bottom of all slopes, including the slopes of drainage ditches. Do not round slopes in wetlands or other sensitive areas.

Leave undisturbed boulders that are firmly in place and protruding from the slope and at least 10 feet from the edge of the finished pavement. Remove all existing boulders located within 10 feet from the finish pavement edge as directed.

Place conserved landscaping logs from Subsection 713.22 to stabilize and landscape slopes according to Subsection 647.04.

Do not place conserved topsoil, rolled erosion control product, or hydromulch on slopes until approved by the CO.

Delete Subsection (d) and substitute the following:

(d) Finishing. Remove material larger than 6 inches (150 millimeters) from the top 6 inches (150 millimeters) of the roadbed. Remove unsuitable material from the roadbed, and replace it with suitable material.

(1) AMG method. Finish roadbeds that are compacted according to Subsections 204.11(b) and (c) to within ±0.05 foot (±15 millimeters) of the design line and grade. Finish roadbeds that are compacted according to Subsection 204.11(a) to within ±0.10 foot (±30 millimeters) of the design line and grade. Finish ditch cross-sections to within ±0.10 foot (±30 millimeters) of the design line and grade. Maintain proper ditch drainage.

(2) Conventional survey method. Finish roadbeds that are compacted according to Subsections 204.11(b) and (c) to within ±0.05 foot (±15 millimeters) of the staked line and grade. Finish roadbeds that are compacted according to Subsection 204.11(a) to within ±0.10 foot (±30 millimeters) of the staked line and grade. Finish ditch cross-sections to within ±0.10 foot (±30 millimeters) of the staked line and grade. Maintain proper ditch drainage.

Acceptance

204.15 Acceptance. Add the following:

Material for boulders will be evaluated under Subsection 705.09. Boulder placement will be evaluated under Subsections 106.02.

Measurement

204.16 Add the following to Subsection (a)(1)(a):

Use the design volume. The design volume is defined as the bid schedule quantity less any allowance, as shown in the summary of quantities sheet of the plans. This volume is subject to adjustments resulting from changes to slope stakes according to Subsection 152.05(d).

Section 205. — ROCK BLASTING

Construction Requirements

205.08 Blasting. Add the following:

Limit blasting to a total of 10 times, 2 blasts per day maximum, and between June 15 and August 15 (dates inclusive). In-water blasting is prohibited.

Section 208. — STRUCTURE EXCAVATION AND BACKFILL FOR SELECTED MAJOR STRUCTURES

04/03/20– FP-14

Construction Requirements

208.03 General. Delete the seventh paragraph and substitute the following:

Remove safety features when no longer necessary. Remove all shoring and bracing.

208.07 Dewatering. Add the following:

(a) Submittal. At least 14 days before beginning excavation, submit three copies of detailed dewatering plan drawings, calculations, and construction narrative to the CO for review and approval.

Include at a minimum the following information:

(1) Methods, sequencing, duration, and schedule;

(2) If pumped, treatment method to be used prior to outfall;

(3) Best management practices used to ensure no erosion or turbidity in the stream channel;

(4) Discuss all construction stages;

(5) List on-site backup material and equipment;

(6) Drawings showing locations of proposed pumps, sumps, wells, other dewatering equipment, and location of storage and treatment site(s); and

(7) Calculations supporting the number and type of equipment that will be used.

(b) Workflow. Coordinate workflow with Diversion activities in Subsection 157.10.

(1) Before installing temporary de-watering facilities remove fish and aquatic life within the isolated work area.

(2) Construct diversion according to Subsections 107.10 and 157.10.

(3) After installing temporary de-watering facilities, begin reducing the water level through the isolated work area. Do not de-water the isolation area entirely until all fish and aquatic life have been removed.

(c) Pumps. Provide on-site, a primary and a secondary backup pump (minimum of two pumps) to remove sediment laden water from the in-stream work area.

Pump seepage water from the de-watered work area to a temporary storage and treatment site or into upland areas and allow water to filter through vegetation prior to re-entering the stream channel. Prevent discharged water from entering streams prior to treatment. Control erosion at the discharge point.

Furnish pumps that are:

(1) Self-priming;

(2) Equipped with a variable speed governor;

(3) Equipped with a power source;

(4) Able to pump water that contains soft and hard materials; and

(5) Equipped with pump intake screens with mesh sized to prevent unintended intake of fish at any life stage.

(d) Operation. Operate temporary water management as follows:

(1) Protect fish and fish habitat;

(2) Maintain and control water flow downstream of the isolated work area for the duration of the diversion to prevent downstream de-watering;

(3) Clean and repair water intake screens; and

(4) Regularly inspect and clean any coffer dams, culverts, or water-proof lined diversion ditches of excess debris or sediment accumulation.

DIVISION 250
SLOPE REINFORCEMENT AND RETAINING WALLS

Section 251. — RIPRAP

11/05/15– FP-14

Construction Requirements

251.03 General. Add the following:

Place riprap under or adjacent to structures before placing prefabricated superstructure units or constructing superstructure falsework.

Section 255. — MECHANICALLY-STABILIZED EARTH WALLS

09/17/18– FP-14

Material

255.02 Add the following to the material list:

Backfill material	704.03(a)
Bedding material	704.02
Coil rod	720.01(k)
Corrugated polyethylene drainage tubing	708.04
Fasteners	720.01(f)
Gabions and revet mattress rock	705.01
Gabions and revet mattresses	253
Geocomposite drain	714.02
Reinforcing steel	554
Simulated stone masonry surface	613
Stone masonry	620
Structural concrete	552
Triangle ties	725.21

Construction Requirements

255.03 General. Add the following:

Only perform ground disturbing at a wall site after the wall installation limits at that site have been verified.

Excavate wall foundations to within 4 inches (100 millimeters) horizontally and vertically from the staked location.

Install reinforcement material to within 2 inches (50 millimeters) vertically from the staked location.

Do not operate equipment directly on reinforcements. Place a minimum 6-inch-layer of noncompacted open-graded backfill and select granular backfill on reinforcements before operating equipment over reinforcements. Install and maintain taut and unwrinkled reinforcement layers that are in full contact with underlying surfaces.

Perform work without damaging or deforming MSE wall elements. Before constructing subsequent layers, correct deficiencies on previously constructed layers as directed by the CO.

Install wall drainage systems according to Section 605.

Do not install utilities inside or below the excavation limits of walls.

Construct concrete anchor block according to Section 601.

Construct simulated stone masonry surface according to Sections 552 and 613 (Schedule A) or natural stone masonry fascia according to Section 620 (Schedule B).

At least 90 days before starting wall construction, submit the following according to Subsection 104.03:

(a) Test data demonstrating that the interface shear strength between reinforcement geogrid and reinforced backfill is at least 90 percent of the shear strength of the backfill material (31.5 degrees minimum),

(b) Product data. Type of reinforcement and anchorage,

(c) Material list and summary of quantities, and

(d) Product data for wall construction materials so that the project design criteria can be verified by the CO. Include results from creep, durability, construction induced damage, and junction strength tests as applicable.

Hot-dip galvanize all steel products.

255.04 Wall Erection. Delete the first paragraph and substitute the following:

Wall Erection. Erect the wall according to the approved drawings.

Delete Subsection (b) and substitute the following:

Wire-faced. Place backing mats in successive horizontal rows as backfill placement proceeds. Connect, tighten, and anchor soil reinforcement elements to the wall facing units before placing backfill. Do not place reinforcing elements below corresponding connection elevations. Pull and anchor the reinforcement mesh taut before placing additional backfill. Place concrete anchors for cast-in-place wall facing as backfill is placed.

Do not construct simulated stone masonry surface (Schedule A) or natural stone masonry fascia (Schedule B) on the MSE walls for a minimum of 30 days after the wire-faced wall completion to top of wall elevation.

255.05 Backfilling. Delete this Subsection and substitute the following:

Backfilling. Backfill the reinforced zone with select granular backfill according to Subsection 209.09. Place select granular backfill material from the back of the wall face to the end of the reinforcement. Ensure that no voids exist below the reinforcement. Compact each layer according to Subsection 209.10, except use an acceptable lightweight mechanical or vibratory compactor within 36 inches of the wall faced.

Where the stabilized volume supports approach slabs or other structural loads, compact the top 2 feet to at least 100 percent of the maximum density.

Backfill within 18 inches of the face with gabion rock. Consolidate facing backfill by tamping, rodding, vibrating, or other approved means to produce a uniform, tight facing fill. Stop compacting at face when the mat face rotates to the correct batter. If a void is left in the face of the wall, fill it on the next lift. Control alignment on every lift. A thin choker or leveling course of bedding may be used at the top to provide a level base for the next facing layer.

Use care not to damage or disturb the facing or reinforcing elements. Do not operate equipment directly on top of the reinforcing mesh or strips. Correct damaged, misaligned, or distorted wall elements.

Backfill and compact behind the reinforced zone with select granular backfill according to Subsections 209.09 and 209.10. At the end of the day's operation, slope the last lift of backfill away from the wall face to direct surface runoff away from the wall. Keep surface runoff from adjacent areas from entering the wall construction area.

Place rock carefully in the basket cells to prevent bulging of the baskets and to minimize voids in the rock fill. Maintain the basket alignment.

Confirm the required berm minimum width in front of the wall. Do not cut the welded wire reinforcement to shorten the base depth. The space between the mats shall equal the space between the longitudinal wires. Backing mats and hardware cloth must be continuous at angles, ensure continuous installation and may be bent to fit and can be overlapped. Mats can be installed with the wider transverse spacing at the top.

Install backing mats inside the first lift. Use of pneumatic hog rings (or c-rings) are not recommended for the backing mat installation. Ensure a uniform spacing between the reinforcement mats.

For walls with a cast-in-place concrete permanent facing, attach concrete anchorage bolts to the form and cast the concrete facing. Finish the top of the wall per the project plan. At the end of each workday, slope the last unfinished lift of backfill away from the wall face, and prevent adjacent surface area runoff from impacting the wall construction limits.

Make exposed basket surfaces smooth and neat with no sharp rock edges projecting through the wire mesh.

Backfill the toe of the wall with conserved excavation material for a minimum 2-foot embedment depth at a maximum 1V:2H slope. Compact to a firm and stable condition.

255.06 Acceptance. <u>Delete the fifth paragraph and substitute the following:</u>

Structure excavation, backfill material, and conserved excavated material will be evaluated under Section 209.

<u>Add the following:</u>

Select granular backfill will be evaluated under Subsections 106.02 and 106.04.

Wall drainage system will be evaluated under Section 605.

Construction of cast-in-place wall fascia will be evaluated under Sections 552 and 613.

Measurement

255.07 Delete the second paragraph and substitute the following:

When measuring mechanically-stabilized earth walls by the square foot (square meter), measure the front face of wall excluding footings and leveling courses.

Delete Table 255-2 and substitute the following:

Table 255-2
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Source									
Select granular backfill (704.08)	Measured and tested for conformance (106.04 & 105)	Gradation	—	AASHTO T 27 & T 11	1 per soil type	Source of material	Yes	Before using in work	Not required when using Government-provided source
		LA abrasion	—	AASHTO T 96	"	"	"	"	"
		Angle of internal friction	—	AASHTO T 236 and Subsection 704.08(a)(2)	"	"	"	"	"
		Soundness using sodium sulfate	—	AASHTO T 104	"	"	"	"	"
		Plasticity index	—	AASHTO R 58, T 89, & T 90	"	"	"	"	"
		Resistivity(1)	—	AASHTO T 288	"	"	"	"	"
		pH(1),(2)	—	AASHTO T 289	"	"	"	"	"
		Sulfate content(1),(3)	—	AASHTO T 290	"	"	"	"	"
		Chloride content(1),(3)	—	AASHTO T 291	"	"	"	"	"

Table 255-2 (continued)
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Production									
Select granular backfill (704.08)	Measured and tested for conformance (106.04)	Moisture-density	—	AASHTO T 99, Method C(4)	1 per soil type	Source of material	Yes	Before using in work	—
		Density	—	AASHTO T 310 or other approved procedures	2 per lift	In-place	No	Before placing next layer	—

(1) Required for MSE walls with metallic reinforcements.
(2) Required for MSE walls with geosynthetic reinforcements.
(3) Tests for sulfate and chloride content are not required when resistivity is greater than 5000 ohm centimeters.
(4) Minimum of 5 points per proctor.

Section 257. — CONTRACTOR-DESIGNED RETAINING WALLS

09/17/18– FP-14

Description

257.01 Delete this Subsection and substitute the following:

This work consists of designing mechanically-stabilized earth (MSE) walls with either simulated stone masonry surface treatment (for Schedule A) or class B masonry, rock face finish (for Schedule B).

Material

257.02 Delete the following from the Materials list:

Driven piles	551
Gabions and revet mattresses	253
Micropiles	567
Permanent ground anchors	256
Reinforced concrete retaining walls	258
Reinforced soil slopes	261
Simulated stone masonry surface	613
Soil nail retaining walls	259
Stone masonry	620

Construction Requirements

257.04 Submittals. Amend as follows:

Add the following to Subsection (a)(3):

> *(g)* Length, spacing and type of deadman anchor assembly for cast-in-place concrete facing.

Delete Subsection (f) and substitute the following:

> **(f)** Details for constructing structures around culverts, wall drains, drainage features, utilities, lighting foundations, traffic barriers, pedestrian barriers, and other obstructions. Include integration or connection details for the MSE wall and Fryingpan Creek Bridge abutment. Include details for connecting fascia finish to MSE wall facing.

257.05 Design and Construction. Delete this Subsection and substitute the following:

Unless otherwise stated, design walls according to AASHTO LRFD Bridge Design Specifications. Construct walls according to Section 255 and approved drawings. Construct the simulated stone

masonry surface according to Sections 552 and 613, or the natural stone masonry fascia according to Section 620. Update drawings when plan dimensions are revised due to field conditions or other reasons.

Design and construct a welded wire face MSE wall with reinforced backfill that integrates with the Fryingpan Bridge abutment and the fascia finish. Utilize inextensible steel reinforcements with integrated facing panel (such as continuous reinforcement steel, bolted, or welded connections; no overlap or frictional connection details), designed for vertical (zero batter) construction. Specify open-graded, or clear crushed rock, or gabion rock facing backfill that reduces the compactive effort needed at the face and can support the guardwall. Maximum vertical spacing of reinforcement layers is 24 inches.

Use the following soil parameters and loading for design:

Table 257-1
Soil Parameters

Soil Type	Total (Moist) Unit Weight (pounds per cubic foot)	Effective Friction Angle (degree)	Cohesion (psf)
Reinforced Soil (Select Granular Backfill)(1)	135	38	0
Retained Soil	135	34	0
Foundation Soil	135	34	0

(1) Meeting Subsection 704.08 specifications.

(a) Dead load surcharge of 350 pounds per square foot above the MSE wall for guardwall moment slab footing and pavement sections;

(b) Uniform traffic live load surcharge of 250 pounds per square foot over the roadway; and

(c) Horizontal seismic acceleration coefficient, kh, equal to 0.165 gram.

DIVISION 300
AGGREGATE AND BASE COURSES

Section 302. — MINOR CRUSHED AGGREGATE

04/02/21– FP-14

Construction Requirements

302.03 Preparing Surface. Delete Subsection (a) and substitute the following:

(a) Roadway aggregate. Prepare the surface according to Section 204 or 303 as applicable.

302.04 Placing Crushed Aggregate. Delete Subsection (b) and substitute the following:

(b) Bedding and backfill aggregate. Spread and shape in uniform lifts no more than 6 inches compacted thickness. If more than one lift is necessary, compact each lift according to Subsection 302.05(b) before placing the next lift.

302.06 Acceptance. Delete this Section and substitute the following:

See Table 302-1 for sampling, testing, and acceptance requirements.

Crushed aggregate will be evaluated under Subsections 106.02 and 106.03. Submit a production certification including gradation and quality properties for each source.

Construction of crushed aggregate will be evaluated under Subsections 106.02 and 106.04.

Measurement

302.07 Add the following:

Do not measure roadway aggregate placed for bridge approach slabs.

Delete Table 302-1 and substitute the following:

Table 302-1
Sampling, Testing, and Acceptance Requirements

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Production									
Crushed aggregate	Measured and tested for conformance (106.04)	Moisture-density	—	AASHTO T 180 Method D(1)	1 per aggregate supplied	Production output or stockpile	Yes	4 hours	Not required for shoulder finishing
		Gradation(2)	—	AASHTO T 11 and T 27	1 per 100 yd^3	From the windrow or roadbed after processing.	"	Before placing next lift	For Method 2 compaction only
		Density	—	AASHTO T 310 or other approved procedures	1 per 100 yd^3	In-place after compaction	No	End of shift	"
Crushed aggregate	Process control (153.03)	Moisture content (in-place)	—	AASHTO T 310 or other approved procedures	1 per 100 yd^3	In-place after compaction	No	End of shift	Not required for shoulder finishing
Finished Product									
Crushed aggregate	Measured and tested for conformance (106.04)	Surface tolerance & grade	—	Subsection 301.06	As directed	Surface of final course	No	Before placement of next lift or as requested	—

(1) At least of 5 points per proctor.
(2) Sampling and testing only required for roadway aggregate. Conform to the approved certification.

DIVISION 400
ASPHALT PAVEMENTS
AND SURFACE TREATMENTS

Section 403. — ASPHALT CONCRETE

11/05/15– FP-14

Construction Requirements

403.02 Composition of Mix (JMF) Delete Subsection (a) and substitute the following:

(a) Type I. Submit a state department of transportation JMF approved within the past 12 months for approval at least 30 days before production that meets the current state department of transportation requirements for the location and type of facility being constructed.

For each proposed JMF, submit a production certification conforming to state department of transportation specifications. Submit the strength, quality, and gradation specifications for the asphalt concrete mix. Include copies of laboratory test reports that demonstrate aggregate, asphalt binder, additive, and mix properties meet state department of transportation specifications. Submit the maximum specific gravity (density) of the mix as determined by AASHTO T 209.

Asphalt binder is designated according to AASHTO M 320.

403.12 Acceptance. Delete Table 403-2 and substitute the following:

Table 403-2
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Production								
Asphalt concrete, (403.02)	Measured and tested for conformance (106.04)	Density	ASTM D 2950	1 per 200 feet	In-place after compacting	No	24 hours	–
		Surface tolerance	Straightedge measurement, Subsection 403.11	Continuously, after compaction	Finished pavement surface	"	"	–
		Placement temperature	—	First load and as determined by CO thereafter	Hauling vehicle before dumping, or windrow before pickup	"	Upon completion of measurement	–
	Process control (153.03)	Gradation at the plant	AASHTO T 27 & T 11	Contractor determined	Cold feed or hot bins as applicable	"	24 hours	–
		Moisture content of aggregates	AASHTO T 255	"	Stockpile	"	"	
		Density	ASTM D 2950	1 per 200 feet	In-place after compacting	"	"	

DIVISION 550
BRIDGE CONSTRUCTION

Section 552. — STRUCTURAL CONCRETE

11/08/21–FP14

Description

552.01 Add the following:

This work includes MSE wall cast-in-place concrete fascia with simulated stone masonry surface.

Material

552.02 Add the following to the material list:

Concrete coloring agents	711.05
Simulated stone masonry surface	613

Construction Requirements

552.03 Composition (Concrete Mix Design). Delete the first paragraph and substitute the following:

Composition (Concrete Mix Design). Design and produce concrete mixtures that conform to Tables 552-1, 552-2 and 552-3 for the class of concrete specified. For the concrete bridge deck, curbs, sidewalk, approach slabs, sleeper slabs, and endwalls furnish Class D (AE) concrete, except substitute a portion of the normal weight fine aggregate (on a cubic yard basis) for Lightweight Fine Aggregate (LWFA) conforming to AASHTO M195.

Determine the quantity of LWFA (pounds per cubic yard) by the following calculations:

(a) Cementitious Factor = Cementitious Content (pound per cubic yard) /100

where:

Cementitious Content is the inclusion of Portland Cement and any supplementary cementitious materials in the submitted concrete mixture;

(b) LWFA quantity = (Cementitious Factor *7.0) / ((% absorption of LWFA/100) / (1+(% absorption of LWFA/100))); and

(c) Round calculated LWFA quantity to nearest pound per cubic yard.

Adjust the Concrete Mix Design normal weight fine aggregate quantity after determining the saturated surface dry (SSD) volume of the LWFA. Subtract the SSD LWFA volume from the original volume of normal weight fine aggregate. Calculate new adjusted SSD weight of normal weight fine aggregate on a pound per cubic yard basis.

Determine design strength values according to Section 4 of ACI 301. In addition, design structural concrete mixes according to the following ACI specifications:

(d) ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavy Weight and Mass Concrete; and

(e) ACI 211.3 Guide for Selecting Proportions of No-Slump Concrete.

Delete Table 552-1 and substitute the following:

Table 552-1
Composition of Concrete

Class of Concrete	Minimum Compressive Strength @ 28-Days, f'c, psi (MPa)	Maximum Water/ Cementitious Material Ratio	Coarse Aggregate Size Number AASHTO M 43(1)
A	4500 (31.0)	0.45	5, 56, 57, 6, 67, 68
A(AE)	4500 (31.0)	0.45	5, 56, 57, 6, 67, 68
A (Drilled Shafts)(4)	4500 (31.0)	0.45	8, 89
C	4500 (31.0)	0.45	7, 78
C(AE)	4500 (31.0)	0.45	7, 78
D(AE)(2)	5000 (34.5)	0.40	5, 56, 57, 6, 67, 68
P (Prestressed)(3)	See plans	—	6,7,67,68,78
P(AE)(3)	See plans	—	6,7,67,68,78
S (Seal)	—	0.54	5, 56, 57

(1) Meet the processing requirements of AASHTO M 43, *Table 1 – Standard Sizes of Processed Aggregate*.
(2) The maximum water-soluble chloride ion (Cl^-) content is 0.15 percent by mass of cement. Determine the water-soluble chloride ion content of concrete made with mix ingredients at an age between 28 and 48 days according to ASTM C1218. Submit test results with the concrete mix design for approval.
(3) The maximum water-soluble chloride ion (Cl^-) content is 0.06 percent by mass of cement. Determine the water-soluble chloride ion content of concrete made with mix ingredients at an age between 28 and 48 days according to ASTM C1218. Submit test results with the concrete mix design for approval.
(4) When concrete is placed underwater without the use of drilling fluid, increase the minimum cement content of the mix by 10 percent.

Delete the first sentence of the third paragraph and substitute the following:

Verify mixture design with trial mixes prepared according to Section 4 of ACI 301 from proposed sources or with previous concrete production data for the mixture design submitted from proposed sources.

Delete Subsection (w) and substitute the following:

(w) Specified design strength (f'_c) and required average strength (f'_{cr}) for the concrete mixture at 28 days as determined by the process described in Section 4 of ACI 301. This process and associated calculations are outlined on FHWA Form 1608, pages 4 and 5. Pending 28-day strength results, a mix design may be approved on the basis that 7-day compressive strength results meet or exceed 85 percent of the required average strength (f'_{cr}) at 28 days;

Add the following:

Add a coloring agent to provide integrally colored concrete for the bridge deck, sidewalk, curbs, approach slabs, sleeper slabs, and endwalls. Add enough agent to match the Standard Color 10059 of SAE AMS-STD-595 once concrete has cured.

Prepare five square textured test panels with each panel being 12 by 12 inches (300 by 300 millimeters) for all integrally colored mixes. Determine coloring agent batch amounts by weight. The maximum amount of coloring agent is not to exceed 10 percent of the weight of the cement. Use coarse and fine aggregates and cement as delivered on the project at the job mix rates with variable quantities of coloring agent as directed by the CO. Provide additional mixing time as recommended by the manufacturer. Give the test panels a Grooved Finish according to Subsection 552.16.

After the test panels have had at least 2 weeks exposure to sun, the CO will select a test panel to serve as a guide for the colored concrete. Use the same rate of coloring agent used in the selected panel on all relative subsequent work. Include the approved amount of coloring agent in the concrete mix design submittal.

Use an approved form release agent which will produce a minimum of staining, air holes, and hydration discoloration.

552.08 Delivery. Add the following to Subsection (a):

Do not exceed 300 total revolutions, including both mixing and agitating speed.

552.09 Quality Control of Mix. Add the following:

(c) Curing and shipping. Provide the appropriate initial curing of concrete cylinders taken for compressive strength testing, and transport the cylinders to the project curing facility. Provide suitable containers to protect and continue the curing of cylinders while transporting. Deliver cylinders to the Vancouver Laboratory according to Subsection 154.03. Cylinders will be tested at 7, 14, and 28 days from the date molded. Ensure cylinders arrive at the Vancouver Laboratory at least 1 business day before the designated test date.

552.11 Handling and Placing Concrete. Amend as follows:

Add the following to Subsection (a):

Place concrete in substructures according to the approved Mass Concrete Placement and Curing Plan (Subsection 552.11(g)(2)(a)). Submit this plan according to Subsection 104.03(b)(2)(p).

Delete Subsection (e)(1) and substitute the following:

(1) Tremies. Use watertight tremies, with a diameter sufficient to ensure that aggregate-induced blockages will not occur. Use multiple tremies as required. Make tremies capable of being rapidly lowered to retard or stop the flow of concrete.

Seal the discharge end and fill the tremie tube with concrete at the start of concrete placement. Keep the tremie tube full of concrete to the bottom during placement. If water enters the tube, withdraw the tremie and reseal the discharge end. Maintain continuous concrete flow until the placement is completed.

Add the following after Subsection (f):

(g) Mass concrete thermal effects. Minimize cracking which would result from heat of hydration during the curing of large concrete cross-sections. Provide temperature control of mass concrete for the purpose of minimizing potential cracking as a result of excessive temperature differentials due to the heat of hydration in the curing phase of large concrete cross-sections and for limiting the maximum temperature of concrete during the curing process. Provide temperature control of these structures according to ACI 207.1R-96, *Mass Concrete*, and ACI 207.4R-93, *Cooling and insulating Systems for Mass Concrete* except as modified by the requirements in this Special Provision or by the Contractor's accepted Mass Concrete Placement and Curing Plan. Ensure any voids from temperature control devices are completely filled with non-shrink grout.

These provisions apply to any concrete element designated as mass concrete in the Plans. In general, this will be any element with a least dimension greater than or equal to 4 feet and having a volume to surface ratio (V:S) greater than 1.5 feet unless otherwise designated by the CO.

(1) Temperature limitations. The maximum temperature differential between the interior and a point two inches from the surface along the shortest line from the geometric center to the nearest surface of the element, and the maximum peak concrete curing temperature shall be limited as described below. Maintain these temperature conditions from time of concrete placement until all interior concrete temperatures are decreasing. Do not use surface mounted temperature sensors to measure differential temperatures.

During the Curing Period, do not exceed a temperature differential between the center of the placement and a point two inches from the surface along the shortest line from the geometric center to the nearest surface of the element according to the following limits:

(a) First 48 hours 40 °F;

(b) Next 2 to 7 days 50 °F; and

(c) Next 8 to 14 days 60 °F.

Protection can be removed when the temperature difference between the ambient and the point two inches from the surface doesn't exceed 35 °F.

Do not exceed a maximum peak curing temperature of 160 °F for all mass concrete elements.

(2) Temperature control. Control the maximum temperature and interior and exterior temperature differential in the mass concrete according to the following:

(a) Submittals. Submit a Mass Concrete Placement and Curing Plan according to Subsection 104.03(b)(2)(p) that is signed and sealed by a professional engineer in the State of Washington. At a minimum, include the following information in the Plan:

(1) A heat generation and dissipation analysis;

(2) Discussion of placement and curing methods indicating how temperature controls are to be achieved;

(3) Proposed concrete design mix information;

(4) Heat generation and dissipation analysis according to ACI 207.1R-96 for the geometry of each mass concrete element or other recognized heat transfer methods accepted by the CO. Determine the predicted concrete temperature at the center and two inches inside of the exterior surface exposed to air for a time period until all concrete temperatures are decreasing and the maximum temperature differential has been reached and begins to decrease, or the curing period defined above, whichever is longer. Perform analyses for the anticipated mean weekly ambient or enclosure air temperatures for the period of the proposed placement, and for temperatures plus, and minus, 10 ºF of the mean weekly ambient air temperature;

(5) Anticipated concrete placement temperatures measured at discharge into the forms for the anticipated ambient air temperatures at the surface of the member;

(6) A copy of any models developed for thermal analyses, such as the Schmidt model, with the site and element specific input data, output, and results; and

(7) The method(s) that are intended to be used for ensuring the maximum temperature differential between the interior and two inches inside of the exterior surface of the designated mass concrete elements, and a maximum peak curing temperature, at the anticipated mean weekly ambient or enclosure air temperatures in which the element is intended to be cast are not exceeded.

(b) Mix design. Ground granulated blast furnace slag or Class F fly-ash may also be used in the mix to reduce the heat of hydration. Supply slag and/or fly-ash from a source approved by the CO that is compatible with the type of cement and thoroughly blended in the mix. Other precautions for reducing the heat of hydration may be taken, such as the addition of controlled quantities of ice in lieu of equal quantities of mixing water. However, ensure mix contains no frozen pieces of ice after blending and mixing

components. Supply constituent materials compatible with the proposed cements, workability enhancing additives and water reducing agents as necessary to provide concrete satisfying all requirements of the Contract Documents.

(c) Temperature monitoring. Provide temperature-monitoring devices to record temperature development between the interior and the exterior of the element at points shown in the accepted Mass Concrete Placement and Curing Plan. Monitor a minimum of two independent sets of interior and exterior points for each element to provide redundancy in case of failure of a device. Locate monitoring points at the geometric center to the nearest surface of the element for the exterior point.

Use automatic sensing and monitoring devices that record information at a maximum interval of one hour. Provide devices that operate within a temperature range of 0 to 180 °F with an accuracy of +2 °F. In addition, take readings and record data at intervals not great than six hours to ensure that the automatic devices are working properly and that the temperatures are within allowable limits. The intervals of 1 and 6 hours shall begin immediately after casting is complete and shall continue until 24 hours after all of the following are met:

(1) Maximum temperature differential is reached and begins to drop;

(2) Maximum peak curing temperature is reached and begins to drop; and

(3) Mass concrete elements take their permanent form and environmental exposure (such as all formwork, insulation, and other temporary items have been removed).

When the temperature difference between the ambient and the point two inches from the surface does not exceed 40 °F, automatic temperature readings can be replaced with manual temperature readings. Perform manual temperature readings at intervals not greater than six hours. The maximum temperature differential between the interior and a point two inches from the surface along the shortest line from the geometric center to the nearest surface of the element shall not exceed 60 °F. If the maximum appears that it may subsequently be exceeded, take appropriate protection measures to prevent exceeding the 60 °F limitation.

Transmit temperature readings to the CO daily.

If monitoring indicates the maximum temperature differential or the maximum curing temperature will, in the determination of the CO, or has exceeded the maximums, take immediate action to retard further growth in the differential or maximum temperatures. Additionally, make the necessary revisions to the approved plan to not exceed the maximum differential and maximum curing temperatures on any remaining placements. Revisions to the accepted Mass Concrete Placement and Curing Plan must be approved by the CO prior to implementation.

(3) Crack repair. Seal all mass concrete cracks between 0.010 inches (0.25 millimeter) and 0.020 inches (0.51 millimeter) in width, with an approved epoxy crack sealant applied according to the manufacturer's recommendations.

Fill mass concrete cracks between 0.020 inches (0.51 millimeter) and 0.060 inches (1.50 millimeter) in width using an approved epoxy injection system and materials.

Perform the epoxy injection operation according to the material and equipment manufacturer's published recommendations.

The CO will evaluate mass concrete cracks greater than 0.060 inches (1.50 millimeter) in width to consider whether these cracks compromise the integrity of the design or fitness for use. If the CO asserts that these cracks do compromise the integrity of the design or the fitness for use, develop and submit a repair plan for acceptance by the CO.

Do not repair cracks until all concrete cooling operations are completed. Remove all injection ports, excess epoxy and sealing epoxy from the concrete surface.

552.13 Expansion and Contraction Joints. Amend as follows:

Add the following to Subsection (e):

Submit shop drawings for the joint showing all fabrication details and material specifications. Demonstrate by test the specified joint design movements from an initial median setting of 2 inches. Ensure a representative of the manufacturer is present and on site during installation.

Add the following:

(f) Watertight integrity test. After completion of each expansion joint within the limits of the bridge, perform a watertight integrity test on the top surface to detect leakage. Notify the CO 5 working days before performing watertight integrity test. For each joint, perform the watertight integrity test and inspection in the presence of the CO. Cover the entire joint system with either water ponded to a depth of at least 1 inch or continuously flowing water directly over full plan area of joint for at least 4 hours. Inspect the underside of the joints for evidence of dripping water or moisture for the duration of water application and for 2 hours after water supply is removed. The joint system is considered watertight when no free dripping water or moisture on underdeck surfaces beneath and adjacent to the joint is observed. Before performing the test, submit a detailed procedure for the watertight integrity test for approval. Submit photographic documentation performing the watertight integrity test. Include date, time, and location of joint inspections. If the joint system leaks, locate the place of leakage and perform repair measures necessary to stop the leakage according to the manufacturer's recommendations. After repair measures to eliminate leakage are taken, perform a subsequent water integrity test subject to the same conditions as the original test until watertight integrity results show no dripping water or moisture. Subsequent tests carry the same responsibility as the original test.

552.14 Finishing Plastic Concrete. Delete the sixth paragraph of Subsection (a) and substitute the following:

At least 2 days before starting delivery and placement of concrete, operate the finishing machine over the entire area to be finished to check for excessive rail deflections, deck thickness, reinforcing steel cover, and to verify proper operation of equipment. Submit measurements to the CO for approval and make necessary corrections before concrete placement starts.

552.16 Finishing Formed Concrete Surfaces. Amend as follows:

Delete the first paragraph and substitute the following:

Finishing Formed Concrete Surfaces. Finish sound, formed concrete surfaces as described below. If any finished concrete surface that is exposed to view (e.g., piers, columns, web walls, etc.) has become streaked and unsightly due to spilled mortar, leaching, or some other cause, clean and refinish the concrete according to the appropriate class.

Delete Subsection (a) and substitute the following:

(a) Class 1 — Ordinary surface finish. Finish the following surfaces with a Class 1 ordinary surface finish:

(1) Under surfaces of slab spans, box girders, filled spandrel arch spans, and the roadway deck slab between superstructure girders;

(2) Inside vertical surface of T-girders of superstructures; and,

(3) Surfaces to be buried and culvert surfaces above finished ground that are not visible from the traveled way or a walkway.

Begin finishing as soon as the forms are removed. Remove fins and irregular projections from all surfaces that are exposed or will be waterproofed. Remove bulges and offsets with carborundum stones or discs. Remove localized, poorly-bonded rock pockets and honeycombed concrete, and replace with sound concrete or packed mortar. Fill all holes with mortar in the same cement/aggregate ratio as the concrete being finished, and float to an even, uniform finish. A bonding agent may be used with the approval of the CO.

Clean and point form tie cavities, holes, broken corners and edges, and other defects. Saturate the area with water. Finish the area with mortar that is less than 1-hour old. After the mortar is set, rub it (if required) and continue curing. Match exposed surfaces to surrounding concrete.

Carefully tool and remove free mortar and concrete from construction and expansion joints. Leave joint filler exposed for its full length with clean, true edges.

Rub or grind bearing surfaces on piers and abutments to the specified elevation and slope.

If the final finished surface is not true and uniform, rub it according to Subsection 552.16(b).

Delete Subsection (b) and substitute the following:

(b) Class 2 — Rubbed finish. Finish the following surfaces with a Class 2 rubbed finish:

(1) Surfaces of bridge superstructures except those surfaces designated to receive a Class 1 or other finish;

(2) Surfaces of bridge piers, piles, columns and abutments, and retaining walls above finished ground and to at least 12 inches (300 millimeters) below finished ground;

(3) Surfaces of open spandrel arch rings, spandrel columns and abutment towers;

(4) Surfaces of pedestrian undercrossings except floors and surfaces to be covered with earth;

(5) Surfaces above finished ground of culvert headwalls and endwalls when visible from the traveled way or walkway;

(6) Inside surfaces of culvert barrels higher than 48 inches (1200 millimeter) that are visible from the traveled way. Finish for a distance inside the barrel at least equal to the height of the culvert; and,

(7) Surfaces of railings.

Complete a Class 1 finish according to Subsection 552.16(a).

Create a Class 2 rubbed finish according to steps (1) through (6) below.

(1) Thoroughly wash the surface of the concrete with water. Proceed with step (2) only after completing other work that could affect the surface;

(2) Brush on a mortar approved by the CO at a 1:1 cement/aggregate ratio.

(3) Brush on no more mortar than can be finished in 1 day;

(4) Rub the mortar with burlap or a piece of carpet as soon as it takes initial set (before it reaches final set);

(5) Fog-spray water over the finish as soon as the mortar has reached final set; and

(6) Keep the surface damp for at least 2 days.

If the mortar becomes too hard to rub as described in step (4), then rub the surface with a carborundum stone and water until form marks, projections, and irregularities are removed. Random grinding is not permitted. Leave a uniform surface free from all unsound patches, paste, powder, and objectionable marks.

Continue with the Class 2 rubbed finish until the entire surface has a smooth texture and uniform color.

When steel forms have been used and the surface has a smooth, uniform texture and color including the surface of the filled holes, steps (1) through (6) above may be omitted with the approval of the CO.

<u>Delete Subsection (f) and substitute the following:</u>

(f) Class 6 — Form lined color stained finish. Provide a simulated stone masonry surface finish according to Section 613 for all concrete at the Fryingpan Creek Bridge abutments,

wingwalls, and MSE Walls which will remain exposed including all concrete down to 1 foot below finished ground.

Add the following:

(g) Class 7 – Grooved finish. Texture the riding surfaces by mechanical grooving. Cut grooves into the hardened concrete using a mechanical water-cooled diamond edge blade saw device which produces straight, uniformly spaced grooves at ¾-inch intervals. Provide a groove width of ⅛ inch ±0.02 inch and a groove depth of ⅛ inch plus $^{1}/_{16}$ inch or minus 0 inch. Apply grooved finish after defects to riding surfaces have been corrected.

552.18 Loads on New Concrete Structures. Add the following:

For bridge approach slabs do not allow traffic on new concrete earlier than 14 days after concrete placement unless concrete tests indicate one of the following conditions is obtained:

(a) Flexural strength of 550 pounds per square inch (4 megapascals) according to AASHTO T 97; or,

(b) Compressive strength of 4000 pounds per square inch (28 megapascals) according to AASHTO T 22.

Do not allow traffic on the approach slab when joint sealant is tacky and traffic debris would imbed into the sealant.

552.20 Acceptance. Add the following to Table 552-9 Note (2):

Transportation of specimens to laboratory may exceed time limits specified in AASHTO T 23.

Section 554. — REINFORCING STEEL

08/01/14–FP14

Construction Requirements

554.04 Identification. Add the following:

Provide the following information with each shipment of steel to the project:

(a) Name and location of the steel rolling mill;

(b) Manufacturing process;

(c) Heat numbers;

(d) Sizes;

(e) Specifications;

(f) Copies of mill test analyses for chemical and physical tests; and

(g) Consignee and destination of shipment.

554.08 Placing and Fastening. Delete the fourth sentence of the fourth paragraph and substitute the following:

Place reinforcing steel in deck slabs within plus ¼ inch of the vertical plan location.

554.09 Splices. Add the following:

Mechanical couplers used in the superstructure slab must be butt type splices only.

Use only epoxy coated mechanical couplers for joining epoxy coated reinforcing. Splice sleeves must have a clear coverage of not less than 1.75 inches (45 millimeters) measured from the surface of the concrete to the outside face of the sleeve. Do not place slab bar mechanical splices adjacent to each other.

Perform splicing procedures according to the manufacturer's standard equipment, jigs, clamps, and other required accessories. Use procedures for making mechanical butt splices as recommended by the manufacturer and approved by the CO.

Section 555. — STEEL STRUCTURES

11/01/24–FP14

Construction Requirements

555.03 Drawings and Diagrams.

(b) Erection drawings. Add the following:

Ensure the maximum allowable wind speed for erection is shown in the drawings and calculations.

(c) Camber Diagram. Add the following:

Ensure that the final deck grades will be achieved. Submit girder camber and elevations at 10th point locations to the CO prior to placement of deck forms and falsework.

555.07 Fabrication. Delete the first sentence of the first paragraph and substitute the following:

Fabricate structural steel in a fabricating plant that is certified under the AISC, Quality Certification Program. Provide and fabricate fracture critical elements according to AASHTO, LRFD Bridge Design Specifications and Clause 12 of the AASHTO/AWS D1.5, Bridge Welding Code.

555.13 Welded Connections. Delete this Subsection and substitute the following:

Welded Connections. Conform to AASHTO/AWS D1.5, *Bridge Welding Code*. Install shear connector studs according to Chapter 9 of AASHTO/AWS D1.5. Perform preproduction testing according to Subsection 9.7.1 and inspect installed studs according to Subsection 9.8.

555.16 Connections Using High-Strength Bolts. Delete the first paragraph of Subsection (c) and substitute the following:

(c) Installation. Use fasteners of the same rotation-capacity lot number for each connection. Protect fasteners from dirt and moisture. Only remove the fasteners from protected storage that are to be installed and tensioned during a work shift. Return unused fasteners to protected storage at the end of each shift. Tension within 10 days of snugging. If there is longer than 10 days between snugging and tension, remove representative assemblies from the work and conduct new PIV tests. Do not remove as-delivered lubricant from fasteners. Discard and replace fasteners for slip-critical connections that accumulate rust or dirt before installing.

Snug-tighten all assemblies using the same means and methods as proven in the PIV test. Start snugging with the most rigid part of the connection and proceeding to the free edges. Repeat the snug-tightening sequence until the entire connection is in a snug-tight condition.

Delete and substitute Table 555-4 as follows:

Table 555-4
Minimum PIV Fastener Tension(1)

Nominal Bolt Diameter, inch	Specified Minimum Tensile Strength of 120(2) ksi, pounds	Specified Minimum Tensile Strength of 144(3) or 150(4) ksi, pounds
½	13,000	16,000
⅝	20,000	25,000
¾	29,000	37,000
⅞	41,000	51,000
1	54,000	67,000
1⅛	67,000	84,000
1¼	85,000	107,000
1⅜	102,000	127,000
1½	124,000	155,000

(1) Equal to 1.05 times minimum installation tension.
(2) Includes ASTM F3125 Grade A325 and F1852 bolts.
(3) Includes ASTM F3148 Grade 144 bolt.
(4) Includes ASTM F3125 Grades A490 and F2280 bolts.

Delete Subsection (c)(7) and substitute the following:

(7) Inspection. Inspect the tensioned fasteners in the presence of the CO. Replace or re-tension loose or relaxed fasteners. Cutting with a torch is not permitted for removal of fasteners. Perform inspections within 14 days of fastener installation.

(a) Non-threaded fasteners. Ping each fastener with a hammer to test for soundness.

(b) Threaded fasteners. Use an inspection torque wrench to verify tensioning unless Direct Tension Indicator (DTI) devices are used allowing verification by other methods.

Calibrate the inspection torque wrench at least once each inspection day. Individually place three fastener assemblies of the same grade, size, and condition as those under inspection in a device calibrated to measure bolt tension. Use a washer under the part turned in tightening each bolt if washers are used on the structure. Use the same material that abuts the part turned in the tension measuring device as used on the structure if washers are not used on the structure. In the calibration device, tighten each bolt to the specified tension. Apply the inspecting wrench to the tightened bolt to determine the torque required to turn the nut or head 5 degrees, approximately 1 inch at a 12-inch (25 millimeters at a 300-millimeter) radius, in the tightening direction. Use the average of the torque required for all three bolts as the job-inspection torque.

Apply the job-inspection torque to all bolts in each connection with the inspecting wrench turned in the tensioning direction. If this torque turns no bolt head or nut, the

fastener is properly tensioned. Re-torque and re-inspect fasteners whose head or nut turns.

555.18 Erection. Delete the second sentence of the first paragraph and substitute the following:

Use steel erectors certified under the AISC Quality Certification Program including bridge erection endorsement.

Add the following to Subsection (c)(3):

Verify the geometry of the completed structure. Submit camber measurements for completed structure to the CO for approval 2 days before starting deck placement including deck forms and falsework.

Section 563. — PAINTING

01/06/23– FP-14

563.08(a)(1) New surfaces or surfaces with existing paint removed. Add the following:

For Fryingpan Creek Bridge, provide Type 1 paint system from Table 563-1 for girder ends and steel members (stiffeners, bearing plates, and cross frames) at locations designated on the plans at girder ends. Provide top coat color AMS-STD 20108 (SAE AMS-STD-595). Provide two 12 inch by 12 inch samples painted with the proposed top coat color to the CO for approval prior to painting.

Section 564. — BEARING DEVICES

11/05/15

564.04 Elastomeric Bearings. Add the following:

Submit procedures to prevent heat damage to elastomeric bearings during welding. Keep temperature of steel adjacent to the elastomer below 250 °F.

Section 565 — DRILLED SHAFTS

Delete this Section and substitute with the following:

Description

565.01 This work consists of providing and constructing reinforced concrete drilled shafts.

Material

565.02 Conform to the following Subsections:

Neat hydraulic cement grout	725.13(a)(2)
Reinforcing steel	709.01
Slurry (Drilling fluids)	725.16
Steel pipe	717.06
Structural carbon steel	717.01(a)
Water for mixing or curing cement concrete, mortar, or grout	725.01(a)

Construction Requirements

565.03 Qualifications. Submit the following for approval at least 30 days before starting drilled shaft work; include project names, locations, and contact information for project owners:

(a) A list of projects showing the Contractor's work experience on at least five projects of similar scope and complexity over the past 5 years;

(b) On-site supervisor. A résumé for each on-site supervisor showing at least 5 years' experience supervising construction of drilled shafts of similar lengths and scope to those shown in the plans and in similar geotechnical conditions described in the geotechnical report; experience must include the direct supervisory responsibility for the on-site construction operations;

(c) Drill operator. A résumé for each drill operator showing at least 2 years' experience in the construction of drilled shafts;

(d) Professional Engineer or Geologist. A résumé for a professional engineer or professional geologist with at least 5 years' experience in the design and construction of drilled shafts and logging shaft excavations;

(e) Geotechnical Engineer or Geologist. If applicable, a résumé for geotechnical engineer or engineering geologist with at least 2 years' experience in the design and construction of drilled shafts, and working on this project under the direct supervision of the professional engineer or professional geologist described in Subsection 565.03(d) to maintain the boring log; and

(f) Cross sonic logging (CSL) engineer. A résumé for a CSL engineer showing at least 5 years' experience in the testing of drilled shafts.

565.04 Construction Plan. At least 30 days before starting drilled shaft work, submit the following according to Subsection 104.03:

(a) Proposed drilled shaft construction schedule and sequence. Schedule shaft installation to avoid interconnection or damage to shafts in which placed concrete has not achieved final set;

(b) Proposed drilling, hole cleaning, hole preparation, and bottom inspection method; and reinforcement and concrete placement equipment and procedures for the ground conditions expected to be encountered. Provide specific shaft drilling and concreting procedures to mitigate problems associated with ground water, surface water bodies, or both. Demonstrate an understanding of the subsurface conditions at the site by referencing available subsurface data provided in the boring logs. Indicate procedures to minimize disturbance to the construction site or overlaying or adjacent structure or services. Discuss potential drilling difficulties and indicate means and methods that will be used to remove obstructions from the excavation;

(c) Proposed drilled shaft excavation and construction methods used to ensure shaft stability during construction and reinforcement and concrete placement. Include proposed shaft drilling procedures for maintaining required horizontal and vertical shaft alignment. Include disposal plan for excavated material. If shaft casing is required, provide casing dimensions and detailed procedures for permanent casing installation or temporary casing installation and removal;

(d) Proposed methods for mixing, testing, circulating, using, maintaining, and disposing of slurry, if used. Provide a detailed slurry mix design and its suitability to the subsurface conditions. Submit the name and telephone number of the slurry manufacturer's representative to the CO;

(e) Details of reinforcement placement. Include bracing, centering, centralizers, and lifting and support methods. Submit drawings and calculations for stability during placement signed and sealed by a professional engineer in the State of Washington;

(f) Proposed structural concrete mix design according to Subsection 565.08;

(g) Concrete placement methods. Include proposed operational procedures for free-fall, tremie, or pumping methods;

(h) The method used to form an emergency horizontal construction joint during concrete placement; and

(i) Inspection forms and charts for logging subsurface conditions during excavation and concrete volume placement. Include examples of populated forms.

Conform to the installation and construction plan requirements for drilled shafts in FHWA-NHI-18-024, *Drilled Shafts: Construction Procedures and LRFD Design Methods*.

565.05 Trial Drilled Shafts. If trial drilled shafts are required, perform the work according to the applicable requirements of Subsection 565.06.

Before drilling holes for production shafts, demonstrate that the proposed methods and equipment are adequate by drilling a trial drilled shaft adjacent to the production shafts at an approved location. Make the center-to-center spacing between the trial shaft and production shafts at least three shaft diameters or two bell diameters, whichever is larger.

Construct the trial drilled shaft to the same size and to the tip elevation of the deepest production shaft shown in the plans. When bells are specified for production shafts, include a bell in the final trial shaft to verify the feasibility of belling in the specified bearing stratum.

Install casing if caving occurs or the hole deforms sufficient to encroach upon the planned placement of the reinforcement cage with specified minimum concrete cover. Seat the casing to prevent caving and to allow dewatering of the hole when required. Remove material from inside the hole. Keep casing in place at least 4 hours while attempting to remove water in the hole. Record the rate of groundwater seepage into the hole. After this 4-hour period, fill the hole with saturated sand while the casing is removed to simulate the concreting operation and casing removal for the production drilled shafts.

Concrete or reinforcing steel is not required in the trial drilled shaft.

Modify methods and equipment if the trial drilled shaft does not meet performance requirements. Submit a new installation plan and drill a new trial shaft for approval.

565.06 Shaft Drilling.

(a) Drilling. Drill holes according to the approved construction plan. Excavate structural footings supported on drilled shafts and construct fills before initiating shaft drilling.

Provide equipment and tooling able to drill shafts of the specified diameter and lengths 20 percent longer than those specified. Comply with tolerances shown in Table 565-1.

(1) Boring log. Provide a geologist or an engineer to maintain a boring log of material excavated from the drilled shaft. Include the following information:

(a) Description and approximate top and bottom elevation of each type of soil or rock material encountered and the date and time the soil or rock material was encountered;

(b) Elevation and approximate rate of seepage or groundwater encountered;

(c) Equipment used to drill the shaft, time required to complete the shaft, bit changes, breakdowns, and other drilling difficulties encountered; and

(d) Remarks.

(2) Drilling methods. Use the uncased dry construction method where groundwater level and soil conditions are suitable to construct the shaft in a relatively dry-stable excavation and may be visually inspected before placing concrete. Use casing construction method,

wet construction method, or both for shafts that do not meet the requirements for the dry construction method.

(a) Dry construction method. Drill the shaft, remove accumulated water and loose material from the excavation, place the reinforcing cage, and concrete the shaft in a relatively dry excavation.

The dry construction method may be used when the excavation meets the following:

(1) Less than 12 inches of water accumulates above the base of the hole during a 1-hour period without pumping;

(2) The sides and bottom of the hole remain stable without caving, sloughing, or swelling for 4 hours after excavation or over-reaming; and

(3) Loose material and water can be satisfactorily removed before inspection and before reinforcement and concrete placement.

(b) Wet construction method. Use water or slurry to maintain shaft stability with a fluid head inside the shaft excavation higher than the on-site static water elevation while advancing the excavation to final depth, placing the reinforcing cage, and concreting the shaft. Perform the following:

(1) Desand and clean drilling slurry;

(2) Final cleaning of the excavation using a bailing bucket, submersible pump, or other approved devices;

(3) Place shaft concrete with a tremie or concrete pump, starting at the shaft bottom; and

(4) Maintain pressure inside the shaft higher than outside at all times. Maintain inside fluid head elevation at least 5 feet higher than outside water head elevation.

Table 565-1
Drilled Shaft Construction Tolerances

Drilled Shaft Attribute	Allowable Variance
Top Elevation	1 in above to 3 in below the elevation shown in the plans
Axial alignment	Within 1.5% of plumb in soil
	Within 2.0% of plumb in rock
Rebar Stick-Up	6 in above to 3 in below the elevation shown in the plans
Diameter	At least the diameter shown in the plans
Horizontal Location at Top-of-Shaft Elevation	Shaft diameter less than or equal to 2.0 ft to 3 ins
	Shaft diameter greater than 2.0 ft and less than 5.0 ft to 4 in
	Shaft diameter 5.0 ft or larger to 6 in

If drilled shaft excavations and completed drilled shafts are out of tolerance or defective, submit correction procedures for approval before correcting the deficiencies. Correct unacceptable shaft excavations and completed shafts to the satisfaction of the CO.

Maintain the drilled hole to the specified nominal diameter before placing reinforcement elements and concrete. Increase the hole diameter at least ½ inch to a maximum of 3 inches when approved if ground softening, swelling or slurry cake buildup occurs. Case the hole, use a slurry during drilling, or both if the drilled hole continues to degrade and encroach upon the planned placement of the reinforcement cage with specified minimum concrete cover.

Extend exterior casings from above the waterline to a subsurface elevation to protect against water action during placement and curing of the concrete when drilled shafts are located in open waters. Install the exterior casing in a manner that will provide a positive seal at the bottom of the casing to prevent piping of water or entry of other material from the shaft excavation behind the casing.

Remove drill cuttings and other loose debris from the bottom of the hole upon completion of drilling. Clean the drilled hole leaving no more than 1 inches of sediment on the bottom of the hole. Reduce the depth of accumulated water to less than 3 inches before placing concrete in shafts constructed using the dry method. Use a Shaft Inspection Device (SID) to visually verify that the magnitude of sediment is within tolerance unless otherwise specified. Provide a SID for the inspection that is equipped with a high-resolution video camera with recording capability. Use the SID to measure the amount of sediment in the bottom of the drill hole in multiple locations totaling no less than 1 location per foot of drilled shaft diameter. Provide 3 days' notice before performing the SID camera work and provide live video feed. Provide video recordings within 1 week.

Do not drill additional shafts, allow wheel loads, vibration-inducing equipment, or other construction activities within 15 feet or 3 shaft diameters, whichever is greater, of a newly constructed shaft for at least 20 hours.

Fill rejected drill holes with flowable backfill.

(b) Slurry. Premix slurry with potable water according to the slurry manufacturer's instructions to allow for hydration before introduction into the shaft excavation. Use slurry tanks of adequate capacity for slurry circulation, storage, and treatment. Do not use excavated slurry pits or the shaft excavation to mix the slurry. Do not add slurry component directly into the shaft excavation.

Provide desanding equipment to limit slurry sand content as shown in Tables 565-2 and 565-3, at any point within the shaft. Verify sand content immediately before placing concrete. Desanding is not required for setting temporary casings, sign posts, or lighting mast foundations.

Maintain the level of slurry in the excavation at least 5 feet above the highest expected adjacent piezometric water pressure head for mineral slurry, or 10 feet above the highest expected piezometric water pressure head for polymer or water slurry.

Stop drilling and take corrective measures when there is a sudden loss of slurry from the hole. Prevent the slurry from setting up in the shaft. Discontinue the use of slurry and use an approved alternative method if the slurry construction method fails to produce the desired results.

Maintain density, viscosity, and pH of the mineral or polymer slurry throughout shaft excavation and concrete placement according to Tables 565-2 and 565-3. Take slurry samples using an approved sampling tool. Extract slurry samples from the base of the shaft and 10 feet up from the base of the shaft. Perform 4 sets of tests during the first 8 hours of slurry use. The testing frequency may be decreased to one test set for every 4 hours of slurry use when results are acceptable and consistent.

Comply with the manufacturer's recommendations and Table 565-3 for polymer slurry.

Table 565-2
Acceptable Range of Values for Mineral Slurry

Property	In Hole at Time of Test Concreting	Method
Density,(1) pounds per cubic foot	64 to 72	Density balance API 13B-1,(2) Section 1
Viscosity, seconds per quart	28 to 50	Marsh Funnel AP 13B-1,(2) Section 2.2
pH	8 to 11	pH paper or meter
Sand content, %	4.0 maximum	API 13B-1,(2) Section 5

(1) Density values shown are for fresh water. Increase density values 2 pounds per cubic foot for saltwater. Perform tests when slurry temperature is above 40 °F.
(2) American Petroleum Institute, API 13B-1, Recommended Practice for Field Testing Water based Drilling Fluids.

Table 565-3
Acceptable Range of Values for Polymer Slurry

Property	In Hole at Time of Test Concreting	Method
Density,(1) pounds per cubic foot	64 maximum	Density balance API 13B-1,(2) Section 1
Viscosity, seconds per quart	32 to 135	Marsh Funnel AP 13B-1,(2) Section 2.2
pH	8 to 11	pH paper or meter
Sand content, %	1.0 maximum	API 13B-1,(2) Section 5

(1) Density values shown are for fresh water. Increase density values 2 pounds per cubic foot for saltwater. Perform tests when slurry temperature is above 40 °F.
(2) American Petroleum Institute, API 13B-1, Recommended Practice for Field Testing Water based Drilling Fluids.

Correct slurry if sample does not meet the requirements shown in Table 565-2 or 565-3. Do not place concrete until the results of the resampling and retesting are approved.

(c) Casings. Install temporary casing to prevent sloughing of the top of the shaft excavation, unless it can be satisfactorily demonstrated to the CO that surface casing is not required. Install

temporary casing regardless of excavation method when sidewall conditions warrant additional stabilization or mitigation of excessive groundwater infiltration.

Use smooth, clean, watertight, steel casings of sufficient strength to withstand handling, installation stresses, concrete placement, and surrounding earth pressures. Casing diameters are outside diameters when shown in the plans. Comply with American Petroleum Institute tolerances applicable to regular steel pipe for permanent casing diameter. Provide casings with the outside diameter at least the specified size of the shaft.

Install casings to produce a positive seal at the bottom of the shaft to prevent piping of water or other material into or out of the excavated hole. Stabilize the excavation with slurry, backfill, or other approved methods if it becomes necessary to remove a casing. Maintain an adequate head of water or slurry inside the casing to prevent piping or sloughing of material at the bottom of the hole when drilling below the water table.

Subsurface casings are to be considered temporary unless designated as permanent casing. Remove temporary casing concurrent with concrete placement. Maintain the concrete within the casing so fluid trapped behind the casing is displaced upward and discharged at the ground surface without contaminating or displacing the shaft concrete.

Temporary casings that have become bound or fouled during shaft construction and cannot be practically removed are considered to be a defect in the drilled shaft. Correct defective shafts using approved methods. Corrective action may consist of, but is not limited to, the following:

(1) Removing the shaft concrete and extending the shaft deeper to compensate for loss of frictional capacity in the cased zone;

(2) Providing straddle shafts to compensate for capacity loss; or

(3) Providing a replacement shaft.

Cut off permanent casing at the required elevation and leave in place.

(d) Obstructions. If obstructions, such as boulders, logs, or man-made objects are encountered during shaft excavation, notify the CO. Remove, bypass, or break-up obstructions according to the approved construction plan. If methods in the approved construction plan are not effective, submit alternative plans for approval.

Drilling tools and other construction material and equipment lost in the excavation will not be considered as obstructions. Promptly remove any tools, material, or equipment from the excavation and repair any degradation of the shaft.

565.07 Reinforcing Steel and Crosshole Sonic Logging Access Tubes Placement. Perform reinforcing steel work according to Section 554. Securely wire together contact reinforcing steel lap splices. Tie and support the reinforcing steel so it remains within the required tolerances. Do not splice vertical reinforcing steel unless shown in the plans or approved by the CO. Securely tie concrete spacers or other approved spacing devices at fifth points around the cage perimeter and

space at intervals no more than 10 feet along the length of the cage. Use spacers of approved material at least equal in quality and durability to the shaft concrete.

Install steel CSL access tubes for each drilled shaft at locations specified and according to ASTM D6760. Extend access tubes at least 24 inches above shaft top and no more than 3 inches above shaft bottom. Use 1½-inch nominal diameter, Schedule 40, standard black pipe conforming to ASTM A53 for CSL access tubes. Provide a watertight end plug at the lower end of the pipe and make joints watertight. Fill the CSL access tubes with potable water before placing concrete in the drilled shaft. Temporarily cap the top of the tubes to prevent debris or concrete from entering the tubes.

Place the reinforcing steel cage as a unit immediately after the drilled hole is inspected, accepted, and before concrete placement. Remove cage when directed for re-inspection if concrete is not placed immediately. Handle reinforcing cages in a manner to avoid distortion or racking of the steel.

Provide positive support at the top for the reinforcing steel cage during concrete placement.

Do not proceed with installation of subsequent shafts until CSL testing has been completed on the first drilled shaft and the results have been approved in writing. Approval to proceed with the construction of subsequent shafts, before receiving approval of the first shaft will be based on observations of workmanship during construction of the first shaft and the following:

(a) Compliance with the approved shaft installation plan;

(b) Contractor's daily reports and inspector's daily logs of excavation, reinforcement, and concrete placement; and

(c) Concrete placement logs and volume curves.

The CO will furnish written notification to proceed with subsequent shaft construction within 24 hours after completion of the first shaft. If the CO determines the first shaft to be of questionable quality, discontinue all shaft construction until the CSL test results of the first shaft are received and reviewed and the shaft accepted in writing.

After the first drilled shaft has been accepted, do not change construction methods, equipment, or material used to construct subsequent shafts, unless otherwise approved.

565.08 Concrete for Drilled Shafts. Use a removable form or other approved means to form the shaft to at least 24 inches below finished ground when the top of shaft is above ground. Forms may be removed according to Subsection 562.08 if the shaft concrete has not been exposed to saltwater or moving water for 7 days. Strip the forms without damaging the concrete.

Remove the top portion of the drilled shaft concrete before continuing with column construction when it is determined the concrete has been affected by underwater placement.

Place concrete immediately after excavation is complete and the reinforcing steel cage with CSL access tubes is in place. Provide concrete conforming to Section 552, except as shown in Table 565-4.

Table 565-4
Concrete for Drilled Shafts

Method	Class	Slump
Shafts constructed without drilling fluid	A(1)	7±1 inches
Shafts constructed with drilling fluid	A(1)	8±1 inches

(1) Use Class A (AE) concrete on portions of the drilled shaft above the finished ground-line unless otherwise noted.

Do not use seal concrete above the freeze-thaw or wet-dry zone of the hole. Place underwater concrete according to Subsection 552.11(e), except as modified in this Section and as approved.

Adjust approved admixtures for project conditions to ensure that the concrete has the minimum required slump for at least 2 hours. Submit trial mix and slump loss test results for concrete at ambient temperatures appropriate for site conditions.

Place each load of concrete within 2 hours of batching. Longer placement time may be allowed if the concrete mix maintains the minimum required slump for longer than 2 hours. Do not retemper concrete that has developed its initial set.

Place concrete in one continuous operation from bottom to top of the shaft.

Continue placing concrete after the shaft excavation is full and until acceptable quality concrete is evident at the top of shaft. Consolidate the top 10 feet of the shaft concrete using acceptable vibratory equipment before initial concrete set. Finish the top of the shaft to the required elevation shown in Table 565-1. Consolidate shaft concrete only when water or slurry above the finish concrete level has been removed.

Place concrete using the following methods:

(a) Free-fall. Use free-fall placement only in dry holes. Ensure the concrete falls directly to the shaft base without contacting either the rebar cage or shaft sidewall.

Drop chutes may be used to direct placement of free-fall concrete. Drop chutes consist of a smooth tube of either one-piece construction or sections that can be added and removed. Support the drop chute so that the maximum height of free-fall of the concrete measured from the bottom of the chute is 25 feet. Reduce the height of free-fall or rate of concrete flow into the excavation if concrete placement causes the shaft excavation to cave or slough, or strikes the rebar cage or sidewall. Use tremie or pumping to place the concrete if placement cannot be satisfactorily accomplished by free-fall placement.

(b) Tremies. Use tremies for concrete placement in either wet or dry holes. A tremie consists of a hopper and tube of sufficient length, mass, and diameter to discharge concrete at the shaft base. Do not use tremies that contain aluminum parts that will come in contact with the concrete. Provide a tremie tube with clean and smooth inside and outside surfaces and sufficient wall thickness to prevent crimping or sharp bends. Provide tubes with an inside diameter at least six times the maximum size of aggregate used in the concrete mix, but at least 10 inches. Use a watertight tremie according to Subsection 552.11(e) for wet holes. Construct the discharge end of the tremie to allow free radial flow of concrete during placement. Place the tremie discharge at the shaft base elevation. Place the concrete in a continuous flow. Keep the tremie discharge immersed at least 10 feet below the surface of the fluid concrete. Maintain a positive head of concrete in the tremie at all times. If the tremie discharge is removed from the fluid concrete column and discharges concrete above the rising concrete surface into displaced water; remove the reinforcing cage and concrete, complete necessary sidewall removal as directed, and reconstruct the shaft.

(c) Pumps. Use pumped concrete placement in either wet or dry holes. Use a 4-inch minimum diameter discharge tube with watertight joints. Place the discharge tube at the shaft base elevation.

Use a sealed discharge tube according to Subsection 552.11(e) for wet holes. If a plug is used, remove it from the hole or use a plug made from approved material that will prevent a defect in the shaft if not removed.

Place the concrete in a continuous flow. Keep the pump discharge tube immersed at least 10 feet below the surface of the fluid concrete. Remove the reinforcing cage and concrete if the discharge tube is removed from the fluid concrete column and discharges concrete into displaced water. Complete necessary sidewall removal as directed and reconstruct the shaft.

565.09 Crosshole Sonic Logging Integrity Testing.

(a) Testing. Perform integrity testing on production drilled shafts according to ASTM D6760. Test drilled shafts between 4 and 14 days after concrete placement. Submit drilled shaft bottom and tip elevations, access tube lengths, surveyed tube positions, and date of concrete placement before testing to the CO. Perform tests between all tube pairings in the shaft, including adjacent perimeter access tubes and diagonally between tubes.

If an access tube is unacceptable for testing, drill a plumb core hole to the appropriate depth and install a fully-grouted replacement tube or propose an alternative integrity test method that is acceptable to the CO.

Tremie fill access tubes with neat hydraulic cement grout after integrity testing, inspection and data analysis are completed and accepted.

(b) Test results and reporting. Submit preliminary results for each shaft tested before CSL test personnel leave the site. Submit a detailed CSL report within 5 days of testing. Allow 5 days for review of the data before continuing construction on the tested shaft. Include the following in the CSL report:

(1) Project identification and dates of CSL testing;

(2) Table and a schematic showing shafts tested with identification of tube coordinates and collar elevation;

(3) Names and affiliations of personnel who performed the CSL tests and interpretations;

(4) Type of equipment used for testing;

(5) Data logs and waterfall diagrams;

(6) X-Y plots of first arrival times, amplitude, and velocity versus shaft depth; and

(7) Interpretations, analyses, and results.

Identify and provide detailed discussion of each anomalous zone detected by the CSL. Anomalous zones are zones where velocity reduction exceeds 15 percent of the average velocity of properly placed and cured shaft concrete at the time of testing or reductions in measured relative energy are greater than 9 dB of the local average value of relative energy. Collect and process additional data sufficient to construct 3D color-coded tomographic images with two-dimensional cross-sections between tubes within identified anomalous zones.

565.10 Acceptance. Material for drilled shafts will be evaluated under Subsections 106.02 and 106.03.

Construction of drilled shafts will be evaluated under Subsections 106.02, 106.03, and 106.04 as follows:

(a) Drilled shafts exhibiting velocity reductions less than or equal to 15 percent of the average velocity of properly placed and cured shaft concrete at the time of testing and reductions in measured relative energy less than 9 dB of the local average value of relative energy are acceptable.

(b) Where velocity reductions exceed 15 percent of the average velocity of properly placed and cured shaft concrete at the time of testing or reductions in measured relative energy are greater than 9 dB of the local average value of relative energy, provide additional imaging and other data required in Subsection 565.09(b) to enable further evaluation of the shaft. Drill at least two core holes to intercept the anomalous zone and obtain core samples from the suspect area when required. The CO will evaluate the crosshole sonic logging data, the tomographic imaging data, and the retrieved core data and make a determination as to the presence of substantive defects.

(c) Removal of obstructions will be evaluated under Subsection 106.02.

Concrete will be evaluated under Section 552, except concrete will be sampled at the point of discharge from the truck.

Reinforcing steel will be evaluated under Section 554.

Measurement

565.11 Measure the Section 565 pay items listed in the bid schedule according to Subsection 109.02 and the following as applicable:

When measuring drilled shafts by the linear foot, measure from the plan top elevation to the approved tip. Do not measure portions of shafts extending deeper than approved.

When measuring trial drilled shafts by the linear foot, measure from the approved tip elevation to the ground surface at the center of the shaft.

Do not measure concrete or reinforcing steel.

Payment

565.12 The accepted quantities will be paid at the contract price per unit of measurement for the Section 565 pay items listed in the bid schedule, except the drilled shaft contract price will be adjusted according to Subsection 106.05. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Payment for drilled shafts will be made at a price determined by multiplying the contract price by the structural concrete compressive strength pay factor.

Section 575. — MINOR BRIDGE WORK (ADDED SECTION)

08/01/14–FP14

Description

575.01 This work consists of designing, constructing, maintaining, inspecting, and removing temporary bridges.

The existing bridge has a limited load capacity, see Subsection 104.05 for load restrictions.

Design Requirements

575.03 Design.

Design temporary bridges to meet the requirements for a minimum of HL-93 live loading according to AASHTO, *LRFD Bridge Design Specifications* and AASHTO *Guide Specifications for LRFD Seismic Bridge Design*. Provide bridges that can carry applied loadings from construction vehicles that will cross the temporary bridge. Identify all design loads on the drawings. Apply the minimum support length provisions to all temporary bridge designs. Select material consistent with the safety and quality required by the design assumptions.

Design temporary work bridge for flow conveyance, woody debris conveyance, and scour. Use a minimum low chord elevation and design scour protection for the 100-year water surface elevation plus 5 feet of freeboard.

Ensure that traffic barriers are designed according to the requirements of AASHTO, *LRFD Bridge Design Specifications*. Maintain the temporary bridge, including the driving surface, for the life of the temporary bridge.

Limit the number of temporary piles for temporary bridges or work platforms placed between OHWM limits to no more than 16 piles. Design temporary bridge foundations within wetlands utilizing driven H-piles, hollow pipe piles, or capped hollow pipe piles. For temporary bridge or platform driven piles, use non-impact vibratory hammers to the extent possible.

Construction Requirements

575.04 Submittal.

(a) Temporary bridge design. Submit drawings and calculations bearing the seal and signature of a professional engineer in the State of Washington according to Subsection 104.03. Submit detailed design drawings, calculations, and erection plans showing sizes, arrangement, and quality of materials to be used in the construction. Provide design calculations and supporting data in sufficient detail to allow a structural and safety review of the proposed design. Include an erection plan and procedure that fully illustrates the proposed method of erection. Show complete details for all anticipated phases and conditions of erection. Show the

erection sequence, crane and barge locations, crane capacities, lifting point locations, and bridge member masses. Provide catalog or equivalent data indicating a manufactured device's recommended safe load capacity. Include foundation design calculations and other relevant foundation design data.

(b) Temporary Bridge Load Rating Report. Temporary bridges open to public traffic, used as a detour, and in service longer than 90 days:

Perform load ratings of temporary bridge structures according to the AASHTO, *Manual for Bridge Evaluation* and 23 CFR Subpart C — *National Bridge Inspection Standards* (NBIS). Submit load rating reports bearing the seal and signature of a professional engineer in the State of Washington according to Subsection 104.03. Load ratings for legal trucks and special hauling vehicles are required to be greater than or equal to 1.0. Process all overload permit evaluations received for the temporary bridge structure within 21 days after receiving the request.

(c) Temporary Bridge Inspection Report.

(1) Temporary bridges open to public traffic, used as a detour, and in service longer than 90 days:

Submit an executive summary to the CO within 3 days of the inspection. Submit the initial bridge inspection report to the CO before opening the bridge to public traffic. Perform other safety inspections according to the NBIS. Maintain the in-service temporary bridge structure throughout its service life. Submit additional bridge inspection reports within 7 days after completing the inspection.

(2) All other temporary bridges:

Submit a safety inspection report for all other temporary bridges that do not meet the criteria of Subsection 575.04(c)(1). Submit an executive summary to the CO within 3 days of the inspection.

575.05 General. Construct concrete structures according to Section 552.

Construct prestressed concrete structures according to Section 553.

Construct steel structures according to Section 555.

Construct timber structures according to Section 557.

Construct forms and falsework according to Section 562.

Construct bearing devices according to Section 564.

Do not construct temporary bridges outside the construction limits shown on the plans.

No substitutions for the use of a temporary work bridge are allowed. Do not use temporary earth embankments for construction access of a new bridge.

575.06 Maintenance and Inspection. Maintain and inspect temporary bridge structures as follows:

(a) Temporary bridges open to public traffic, used as a detour, and in service longer than 90 days. Perform bridge inspections according to the AASHTO, Manual for Bridge Evaluation and 23 CFR Subpart C – National Bridge Inspection Standards (NBIS) including all Structure Inventory and Appraisal (SI&A) data and scour evaluation before opening the bridge to public traffic. Ensure the initial inspection is performed by a certified team leader and that the certification is indicated within the inspection report. Include a summary of the load rating results within the inspection report.

(b) All other temporary bridges. Inspect temporary bridges annually to ensure they are functioning properly and as directed by the CO. Perform the initial bridge inspections prior to opening the bridge to any traffic including public or construction vehicles. Perform the initial bridge inspections by a professional engineer in the State of Washington. If in service longer than one year, perform annual routine inspections by a professional engineer in the State of Washington.

575.07 Removal. Remove temporary bridges according to Subsection 562.08 and as follows:

(a) Temporary bridges may remain in place for up to three consecutive construction seasons. Remove temporary bridges when they are no longer needed, as directed or approved, but no later than August 15 (date inclusive) in the year of removal unless authorized by the CO.

(b) Repair damage to the existing structure or roadway approaches due to the Contractor's activities as directed. Remove all temporary piles according to Section 203.

(c) Provide containment to prevent construction debris from entering Fryingpan Creek.

575.08 Acceptance. Material for temporary bridges will be evaluated under Subsections 106.02, 106.03 and 106.04.

Construction of temporary bridges will be evaluated under Subsections 106.02 and 106.04.

Bearing devices will be evaluated under Section 564.

Concrete will be evaluated under Section 522.

Prestressing steel will be evaluated under Section 553.

Steel structures will be evaluated under Section 555.

Timber structures will be evaluated under Section 557.

Temporary works will be evaluated under Section 562.

Measurement

575.09 Measure the Section 575 items listed in the bid schedule according to Subsection 109.02.

Payment

575.10 The accepted quantities will be paid at the contract price per unit of measurement for the Section 575 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for temporary bridges by the lump sum will be paid as follows:

(a) 25 percent of the pay item amount will be paid after the drawings are approved.

(b) An additional 50 percent of the pay item amount will be paid after installation.

(c) The remaining portion of the pay item amount will be paid after the temporary bridge is removed from the project.

DIVISION 600
INCIDENTAL CONSTRUCTION

Section 602. — CULVERTS AND DRAINS

06/15/22–FP-14

Construction Requirements

602.04 Laying Concrete Pipe and Precast Concrete Box Culverts. Delete Subsection (b)(2) and substitute the following:

> **(2) Gasket joints.** Align the pipe sections. Force the joints home using the pipe manufacturer's recommended procedure. Do not drive or ram by hand or machinery.

Delete the last paragraph and substitute the following:

Use supplemental concrete pipe ties when laying concrete pipe in grades 5 percent or steeper. Install supplemental concrete pipe ties on the last downstream pipe-to-pipe joint and at the downstream pipe-to-end section joint, if present. Block the last day's run to prevent creep.

Section 613. — SIMULATED STONE MASONRY SURFACE

11/12/20–FP14

Materials

613.02 Add the following to the materials list:

Penetrating stain	719.08(a)

Construction Requirements

613.03 Form Liner Fabrication. Delete this Subsection and replace with the following:

At least 7 days before form liner drawing submittal, schedule a meeting with the CO, manufacturer's technical representative, masons, QCM, and superintendent to discuss the following:

(a) Form liner drawings;

(b) Fabrication;

(c) Stain color;

(d) Grout selection; and

(e) Test wall construction.

Design form liner for the simulated stone masonry surface of Fryingpan Creek Bridge wingwalls, abutments, and MSE wall to match the existing bridge masonry pattern. Take impressions of the stone shape, texture, and mortar joints from a location designated by the CO. Design at least 4 unique form liners from the impressions taken. Adjust stone pattern according to Section 620 or as directed. Submit detailed drawings of the form liner for approval according to 104.03. Fabricate form liners only after the CO provides written approval of the drawings.

613.04 Test Wall. Delete the first and second paragraphs of this Subsection and replace with the following:

Before the start of concrete work including MSE Walls, bridge wingwalls, and bridge abutments, construct a 6-foot-high by 2-foot-thick by 10-foot-long test wall according to Section 552, Section 620, and this Section. Include the top coping detail in the top of the test wall and the stone masonry guardwall. MSE wall test panel section includes surface preparation and application of penetrating stain to verify resulting appearances are acceptable.

Cast the test wall on site, using the same forming methods, procedures, form liner, texture configuration, construction joint, expansion joint, contraction joint, concrete mixture, and color/stain application proposed for the production work. Demonstrate the quality and consistency of joint treatment, end treatment, top coping treatment, and color/stain application on the test wall.

Include the stone masonry guardwall along the top of the wall as shown in the plans. Demonstrate the quality and consistency of the top of wall joint between stone masonry and form liner concrete. Allow for access to all sides of the test wall. If a test wall is rejected, construct a new test wall.

613.05 Form Liner Installation. Add the following:

Install the form liner to achieve a stone pattern as described under Section 620, and avoid a repeating pattern effect in the texture. Install the form liner according to Subsection 613.05 and the manufacturer's installation instructions.

613.09 Color/Stain Application. Delete the fifth paragraph and substitute the following:

Obtain written approval of the MSE wall test panel section from the CO before proceeding with full production application of penetrating stain.

Color/stain simulated stone exposed concrete surfaces with concrete wall stain that meets Subsection 719.08. Provide concrete color after staining to match as closely as practicable to the existing stone masonry used in the existing Fryingpan Creek Bridge. Stain concrete surfaces according to Subsection 563.10.

(a) Sample preparation. Prepare five 12-inch by 12-inch test panels. Provide samples of form liners before casting concrete samples. Cast the panels using the same form liners and concrete mix as are used for production. Apply varying quantities of color stain/stain agent used in the selected panel on all relative subsequent work. Allow the samples to age a minimum of 30 days.

The CO will select a test panel to serve as a guide for the concrete color. Use the same mix and application of color/stain agent used in the selected panel on subsequent work.

(b) Color/Stain finish. Use a 5-percent solution of trisodium phosphate to remove dust, foreign material, oil, grease, and curing compound. Rinse the concrete surface with clean water. Allow the concrete surface to dry before applying stain.

Use a paper, cloth, or other approved material to protect surfaces not to be color finished. Apply the finish to a dry concrete surface when the surface temperature is 40 °F or higher during the 24 hours following application.

Apply the color finish according to the manufacturer's recommendations. Spray, brush, or roll on the first coat of penetrating sealer and color base. Spray, brush or roll on the finish coat after the first coat has thoroughly dried. Apply finish to provide a uniform, permanent color, free from runs and sags to the surface.

Measurement

613.11 Add the following:

Do not measure wingwall and abutment surfaces.

Section 615. — SIDEWALKS, PADS, AND PAVED MEDIANS

Description

615.01 Add the following:

This work also includes installation of government-provided artwork tiles as part of the parking lot sidewalk.

Material

615.02 Add the following:

Detectable warning panel	725.19
Flexible cellular joint filler	712.01(a)(5)
Joint sealant, hot-applied	712.01(a)(1)
Joint sealant, silicone	712.01(d)

Construction Requirements

615.03 General. Add the following:

Construct ramp transitions between sidewalks, curbs, and roads that are flush and free of abrupt vertical changes not to exceed 0.25 inch.

615.04 Concrete Sidewalks, Pads, and Medians. Delete Subsection (b)(1) and substitute the following:

(1) Sidewalk and ramp finish. See Subsection 552.14(c)(2).

Add the following:

(c) Artwork tiles. Lay artwork tiles to grade on a prepared surface and install them to coincide with sidewalk joint lines and at locations as shown on the plans.

Chock the joints flush with a dry mixture of 4 parts sand and 1 part cement by mass and carefully water the surface to saturate the joint filler.

615.07 Acceptance. Add the following:

Installation of artwork tiles will be evaluated under Subsection 106.02.

Measurement

615.08 Add the following:

Do not measure sidewalk along the new Fryingpan Creek Bridge.

Section 620. — STONE MASONRY

Description

620.01 Add the following:

All masonry work is designated as Class B masonry.

Material

620.02 Add the following to the materials list:

Dovetail slots and anchors	725.22
Foundation fill	704.01
Lean concrete backfill	614
Triangle ties	725.21
Underdrains, sheet drains, and pavement edge drains	605

620.03 General. Delete the second paragraph and substitute the following:

Keep an adequate inventory of stone on the site to provide a variety of stones. Mix new stone from the Stevens Canyon Road avalanche chutes with salvaged stone to produce a uniform pattern and color.

Add the following:

Conduct pre-work meeting according to Subsection 153.04. Coordinate pre-work meeting with Section 613.

Construct stone masonry that matches the character of existing historic masonry. Character includes rock finish, size, and color; masonry pattern; joint size, finish, and mortar color and texture. Do not use smooth or round faced stones.

Shape stone masonry before final placement. Use random, irregular shaped masonry unless other types are specified. Use individual stones with heights between 10 inches and 24 inches and lengths between 24 inches and 60 inches. For broken range masonry, use 6-inch minimum height. For stone curbs, cut stones to dimensions as shown in the plans, and vary the length between 12 inches and 60 inches.

Carefully execute all work to minimize the need for cleaning stone masonry faces.

Do not cover or backfill against any work until the work is approved by the CO after inspection.

Construct underdrain systems and outlet pipes according to Section 605.

Haul excess salvaged stone material not incorporated into the new work to the designated site according to Subsection 105.04(b)(2). Dispose of unsuitable or excess raw, unprocessed rocks taken from the government-provided sources according to Subsection 203.05.

620.03A Qualifications. (Added Subsection).

Perform work with stonemasons that have experience in completing projects of similar character and complexity. Do not perform stone masonry work with personnel that have not been approved by the CO. Submit the following personnel and equipment information to the CO for approval:

(a) Names and work histories of all stonemasons performing work on the project. Provide stonemasons who have successfully completed at least five stone masonry projects of similar character and complexity. Submit brief descriptions of each project along with photos, owning agency's name and current telephone;

(b) Evidence of proper equipment capable of performing the stonemasonry work as required in this contract, including brief descriptions of proposed equipment or devices intended to provide access to the masonry work sites; and

(c) When there is a change in personnel, submit qualifications of new personnel, and obtain CO approval before they start work or replace an existing stonemason(s).

620.05 Placing Stone. Amend as follows:

Add the following after the last paragraph:

When using salvaged stones from a location other than the existing structure's site, blend the stones from both locations to create a uniform appearance.

Perform all shaping and dressing of stone masonry rock before placement. Do not roll or turn rocks on headwalls and wingwalls, and do not hammer or dress rocks on headwalls and wingwalls after joints have been mortared.

For newly shaped stones, lightly chisel stone edges to remove sharp corners and edges before placing mortar. All joints must be well broken to avoid appearance of continuity of joint. Do not allow more than three corners to meet. Place the largest stones on the bottom and at corners. Top stones shall be full width as shown on the plans.

Protect stone faces by covering the unfinished structure with non-staining waterproof coverings when masonry work is not in progress. Clean the top surface of the stone of all mortar and thoroughly dampen when masonry work resumes. Remove loose mortar and dampen where new mortar joins partially or fully set masonry.

Remove all cataloging numbers and markings from stockpiled stones in an approved manner.

Delete Table 620-1 and substitute the following:

Table 620-1
Masonry Joint Thicknesses

Class	Bed Joint	Head Joints
Dimensioned	⅜ to 1 inches (10 to 25 millimeters)	¾ to 1 inches (19 to 25 millimeters)
Class A	½ to 2 inches 13 to 50 millimeters)	½ to 1½ inches (13 to 38 millimeters)
Class B	1 to $1^{9}/_{16}$ inches (25 to 40 millimeters)	1 to $1^{9}/_{16}$ inches (25 to 40 millimeters)
Rubble	½ to 2½ inches (13 to 64 millimeters)	½ to 2½ inches (13 to 64 millimeters)

620.05A Mortar Mix Submittal. (Added Subsection)

Submit for approval, mortar samples that represents the mortar to mimic. Submit five cured samples, 1 inch wide by 6 inches long, in an aluminum or plastic form. Provide a record of the mortar mix, composition and field procedures to be followed. The five samples consist of a baseline without coloring agent; two integrally colored mortar two shades lighter; and two integrally colored mortar two shades darker than the baseline. Add enough coloring agent to match the provided mortar to mimic once mortar has cured. The intended color is blue-grey.

Determine coloring agent batch amounts by weight. The maximum amount of coloring agent is not to exceed 10 percent of the weight of the mortar. Provide additional mixing time, as recommended by the manufacturer.

After the samples have had at least 2 weeks of exposed cure time, the CO will select a sample to serve as a guide for the mortar. Use the same rate of coloring agent used in the selected sample, if any, on all subsequent work. Include the approved amount of coloring agent in the mortar mix design submittal.

620.06 Pointing. Add the following before Subsection (a):

Prepare a 3-foot by 3-foot sample section for approval before starting work. Approved test section may be incorporated into the work.

Clean all face stone of excess mortar and stains using a natural or nylon bristle brush after the mortar has dried, but before initial set. Contractor can use low pressure power wash in non-freezing temperatures as approved. Do not use chemical for cleaning.

Apply a CO-approved, non-glazed sealer to all acceptable pointed joints.

Perform pointing and repointing when the temperature is above 40 °F.

Add the following to Subsection (a):

Joints are to be 1 inch to $1^{9}/_{16}$ inch wide, well-filled, raked, and pointed to a depth of 1 inch to present a wavy, plain surface.

Show no evidence of separation of grout from stone in completed work.

620.07 Construction Walls. Delete the first paragraph and substitute the following:

Construction Walls. Construct a test section of wall at least three stones high by three stones long or as directed by CO; showing examples of face wall, top wall, method of setting face stones and method of forming joints. Do not begin full construction until approved in writing. Allow 7 days for review and approval.

620.11 Acceptance. Delete the second paragraph and substitute the following:

Material for mortar will be evaluated under Subsections 106.02, 106.03, and 106.04. Mortar placement will be evaluated under Subsection 106.02. Sample and test mortar once per day for one week according to AASHTO T23 and T22, and then at a frequency as directed. A sample consists of 2 test specimens. Compressive strength will be the average of two test specimens.

Add the following:

Dovetail anchors and slots will be evaluated under Subsection 106.03.

The appearance of stone masonry structures will be evaluated under Subsection 106.02 and by comparing the provided sample color photographs to the completed work.

Measurement

620.12 Delete the fifth paragraph and substitute the following:

Measure stone masonry rock face by the square yard of the exposed front face of masonry, as shown on the plans. Do not measure the culvert cross-sectional area, bedding, or footing. Do not measure sample wall sections not incorporated in the work.

Section 622. — RENTAL EQUIPMENT

08/01/14–FP14

Description

622.01 Delete this Subsection and substitute the following:

This work consists of furnishing and operating equipment for the construction work as ordered by the CO and listed below. Work under this Section does not include equipment time used to perform work provided for under any other pay item shown in the bid schedule. The work anticipated under this Section includes:

(a) Minor grading;

(b) Minor landscaping;

(c) Additional cleaning of staging areas before demobilization; and

(d) Any other work within the staging areas and project limits.

Construction Requirements

622.02 Rental Equipment. Delete the first paragraph and substitute the following:

Rental Equipment. Furnish and operate the following equipment:

Number of Units	Type of Equipment
1	Dump truck, 10 cubic yard minimum capacity
1	Backhoe loader, 8 cubic foot minimum rated capacity bucket, 30 inch width
1	Wheel loader, 3 cubic yard minimum rated capacity
1	Hydraulic excavator, crawler mounted, 1 cubic yard minimum capacity with thumb attachment

Submit the model number and serial number for each piece of equipment before use. Make equipment available for inspection and approval before use.

Section 623. — GENERAL LABOR

08/01/14–FP14

Description

623.01 Delete this Subsection and substitute the following:

This work consists of furnishing workers and hand tools for the work listed in Subsection 622.01 and as directed by the CO.

This work also consists of furnishing a fish biologist to conduct and supervise fish capture and release operations according to Subsection 157.10 when directed.

Construction Requirements

623.03 Workers and Equipment. Add the following:

Provide a fish biologist that is fishery trained with a minimum of 5 years' experience working on similar projects.

Measurement

623.04 Add the following:

Measure Special Labor (Fish Biologist) by the hour. Measurement includes time to install and remove block nets, time to remove fish and aquatic life, and any time actively spent on maintenance of block nets and monitoring for stranded aquatic organisms.

Section 625. — TURF ESTABLISHMENT

08/01/14–FP14

Construction Requirements

625.03 General. Delete this Subsection and substitute the following:

Apply turf establishment to finished slopes and ditches between September 1 and September 30. Do not apply turf establishment during windy weather or when the ground is excessively wet, frozen, snow covered, extremely dry, cloddy, hard pan, or not friable.

625.05 Watering. Delete this Subsection.

625.07 Seeding. Add the following to Subsection (b):

Apply the seed at the rate of 260 pounds of live seed per acre.

625.08 Mulching. Delete the second and third paragraphs of Subsection (b) and substitute the following:

Apply wood fiber mulch at a rate of 2000 pounds per acre upon completion of seeding application. This rate does not apply to mulch for tracer applied under Subsection 625.07 (b), Seeding, Hydraulic Method.

Section 633. — PERMANENT TRAFFIC CONTROL

08/01/14–FP14

633.01 Add the following:

This work includes providing and installing snow pole holders.

Material

633.02 Add the following to the material list:

Penetrating stain	719.08(b)
Steel pipe	717.06

Construction Requirements

633.04 Sign Posts. Add the following:

Fabricate sign posts from corrosion resistant (weathering) steel.

633.05(a)(1) Panels. Delete the sixth paragraph and substitute the following:

> Use retroreflective sheeting as specified and according to ASTM D4956. For roadside signs, use Type III, IV, VIII, IX, or XI prismatic retroreflective sheeting. Use fluorescent yellow-green sheeting for school crossing signs.

Add the following:

> Fabricate sign panels from aluminum with ¾-inch plywood backing of the same size and shape with a ±¼ tolerance.
>
> Clean the surface to be painted to remove all oil, grease, and other contaminants with an acetic acid solution. Paint plywood backing surfaces and the backside surface of aluminum panels before attaching aluminum panels to plywood backing. Perform work according to Section 563.
>
> Paint the back of aluminum signs with a coating system that matches the color of the coating system according to Subsection 719.06, and is categorized by the paint manufacturer as "best compatible" when used with the wood preservatives according to Subsection 716.03, and the penetrating strain according to Subsection 719.08.
>
> Apply to finished sign face 2-millimeter (minimum) cast vinyl transparent film compatible with the sheeting manufacturer requirements to achieve MUTCD minimum equired retro reflectivity.

Attach sign panels to backboards using 6 or 8, depending on the sign, 8 inches by ¾-inch black oxide pan head screws/square drive.

Attach all signs to sign posts by through bolting using $^{5}/_{16}$-inch zinc hex bolts, $^{5}/_{16}$-inch flat washers, and $^{5}/_{16}$-inch locking nuts. Include 2 bolts per post for each sign.

Attach all signs to sign posts so the top of the post cannot be seen from the sign side.

633.06A Snow Pole Holder. (Added Subsection).

Construct snow pole holders as shown in the plans. Verify the snow pole locations shown in the plans with the CO and adjust locations as directed before installation.

Section 634. — PERMANENT PAVEMENT MARKINGS

04/02/21–FP14

Measurement

634.12 Delete the second paragraph and substitute the following:

When two coats of paint are required, measure each coat.

Section 635. — TEMPORARY TRAFFIC CONTROL

07/01/24–FP14

Description

635.01 Add the following:

This work also includes providing the services of a Traffic Control Supervisor.

Material

635.02 Delete the following from the material list:

Sign panels	633.05
Sign posts	633.04

Add the following to the material list:

Sign hardware	718.06
Sign panels	718.03
Sign posts	718.04

Construction Requirements

635.07 Construction Signs. Delete this Subsection and substitute the following:

Construction Signs. Fabricate and install sign panels according to Subsection 633.05. Use Type III, IV, VIII, IX, or XI prismatic retroreflective sheeting on sign panels. Roll-up signs may be used instead of panels when approved by the CO. For roll-up signs, use Type VI retroreflective sheeting.

Furnish posts conforming to Subsection 718.04, except wood posts may be untreated. Install posts according to Subsection 633.04. Portable sign supports may be used instead of sign posts when approved by the CO.

Remove or completely cover unnecessary signs. Use metal, plywood, or other acceptable material to cover signs. Do not use adhesive glue, tape, or mechanical fasteners that mar the face of the panel of the sign to be covered.

635.08A Traffic Control Supervisor. (Added Subsection).

Perform services described in Subsection 156.09. Provide all vehicles and incidentals necessary to perform the work.

635.13A Temporary Signs and Vehicle Positioning Guides. (Added Subsection).

Temporary signs and vehicle positioning guides may be substituted for temporary pavement markings for up to 14 calendar days. Install "NO CENTER LINE" (W8-12), "NO PASSING ZONE" (W14-3), "DO NOT PASS" (R4-1) and "PASS WITH CARE" (R4-2) signs according to the MUTCD. Include the description and location of each sign in an alternate traffic control proposal according to Subsection 156.04. Install vehicle positioning guides (temporary raised pavement markers) spaced 40 feet apart for temporary centerline delineation.

635.19A Portable Changeable Message Sign. (Added Subsection).

Ensure that the portable changeable message sign (PCMS) display panel is raised to a fully upright position and is fully visible to motorists. Reduce the intensity of the lights when using PCMS at night. Use approved messages. Limit messages to two phases unless approved. Use a display time for each phase between 2 and 3 seconds.

635.23 Acceptance. Delete the first paragraph and substitute the following:

Acceptance. Material for temporary traffic control devices will be evaluated under Subsections 106.02 and 106.03. Do not provide a copy of the certifications for temporary traffic control materials to the CO, unless otherwise directed by the CO.

Measurement

635.24 Add the following:

Measure flaggers for each hour a person is actively flagging.

Measure traffic control supervisor by the day for the work described in Subsection 156.09.

A day will be measured when:

(a) Construction operations require a traffic control supervisor during the normal working days;

(b) The traffic control supervisor makes normal checks during nonwork hours; or

(c) The traffic control supervisor is called out during nonwork hours.

Do not measure flagging performed by the traffic control supervisor when there is a pay item in the bid schedule for traffic control supervisor.

Signs used to delineate passing zones and raised pavement markers used for vehicle positioning guides according to Subsection 635.13A will not be measured.

Payment

635.25 Add the following:

Progress payment for temporary pavement markings will be made upon installation, except that when the pay item includes subsequent removal of the markings, up to 25 percent of the unit bid price may be withheld until the removal is completed.

Section 636. — TRAFFIC SIGNAL, TRAFFIC COUNTER, LIGHTING, AND ELECTRICAL SYSTEMS

08/01/14–FP14

Description

635.01 Add the following:

This work also consists of excavating utility trenches and installing conduits and pull boxes as shown on the plans.

Material

636.02 Add the following:

Detectable warning tape	725.23
Tracer wire	725.24

Construction Requirements

636.05 Conduit. Add the following to the start of the Subsection:

Locations of conduits as shown on plans are diagrammatic and are not intended to show exact routing of conduits. Do not use layout for obtaining quantities for linear runs of trenches. Provide additional trenches to accommodate changes such as offsetting conduit runs or other minor changes to complete installations.

Submit scale drawings showing locations and details of conduits and pull boxes according to Subsection 104.03 at least 14 days before installation for approval. Ensure that there are no conflicts between the proposed conduit runs and the bridge, MSE wall and guardwalls.

Furnish conduits with metallic tracer wire for future locating.

Terminate the conduits at the approximate locations shown on the plans, with the pull boxes located behind guardwalls where possible. At pulling points, extend conduit vertically from the trench and end 18 inches above the final grade of excavation. Terminate conduit with bell fittings or bushings and stub into pull boxes.

Do not cover conduits until they are inspected and approved by the CO. Excavate and backfill according to Section 209. Place detectable warning tape above the conduits as shown on the plans. Test the conduits to ensure damage has not occurred to the conduits. Conduct a pull through test using a device that is sized to snugly fit through the installed lengths between the conduit installations. Leave the pull lines in the finished conduits.

Delete the fourth paragraph and substitute the following:

Furnish 36-inch width by 36-inch length by 36-inch height pull boxes with a vault, a lid cover, a drainage sump, and knockouts as required for conduit entry. Dimensions may be adjusted as necessary in coordination with the CO. Furnish pull box vaults made of precast concrete conforming to the material requirements of Subsection 725.09(d). Lid covers are not required to be traffic-rated.

Measurement

636.13 Add the following:

Measure conduits by the linear foot, including each conduit run placed in a singular trench.

Do not measure sweeps or bends required for conduit installation for payment.

Section 637. — FACILITIES AND SERVICES

08/01/14–FP14

Construction Requirements

637.02 General. Delete the first paragraph and substitute the following:

General. Provide the facilities and services beginning November 1, 2026 and ending 21 days after final acceptance.

637.03 Facilities. Delete Tables 637-1 and 637-2 and substitute the following:

Table 637-1
Minimum Requirements for Field Facilities and Associated Services

Property	Field Office
Location	5 miles radius from Packwood, WA
Floor space, square feet	500 (min.)
Individual office, 90 square feet, with lock and key	4
Locking outside door, deadbolt with keys	1
Window	8
Ceiling height, 8 feet	✓
Storage room, 130 square feet	1
Outdoor covered storage area, 130 square feet	✓
Flushing toilet	2
Lunch room	1
Electrical lighting	✓
Heat and air conditioning, maintain temperature of 72±2 °F	✓
Adequate electrical outlets	✓
Surge protector	✓
Adequate electricity (120 and 240 V, 60 cycle as applicable)	✓
Sink with faucets for both hot and cold water	✓
Adequate potable water supply	✓
Parking for ten vehicles	✓

Table 637-2
Minimum Facility Furnishings

Property	Field Office
Refrigerator, 10-cubic foot	1
Microwave oven, 1.1 cubic foot, 1100 watt	1
Kitchen table with 4 chairs	1 set
Desk	Government furnished
Office chair	Government furnished
Shelves	Government furnished

Measurement

637.06 Delete this Subsection and substitute the following:

Measure field office by EACH, with each unit equaling a month.

Section 646. — ROADSIDE DEVELOPMENT (ADDED SECTION)

08/01/14–FP14

Description

646.01 This work consists of furnishing and installing bicycle racks and pedestrian railings at the West Parking Lot.

Material

646.02 Conform to the following Subsections:

Bicycle storage rack	725.21
Hardware	716.02
Minor concrete structures	601
Minor crushed aggregate	302
Paint for steel structures	719.04
Stone masonry	620
Untreated structural timber and lumber	716.01

Construction Requirements

646.03 Bicycle Storage Rack. Install bicycle storage rack according to manufacturer's instructions. Verify the location shown in the plans with the CO and adjust the location as directed before installation.

646.04 Pedestrian Railing. Install pedestrian railing according to plans and details. Verify the location shown in plans with the CO before installation and adjust as directed. Construct stone masonry piers according to Section 620. Galvanize all hardware and paint exposed metal parts according to Section 563.

646.05 Acceptance. Material for roadside development will be evaluated under Subsections 106.02 and 106.03.

Construction for roadside development will be evaluated under Section 106.02.

Measurement

646.06 Measure the Section 646 items listed in the bid schedule according to Subsection 109.02. When measuring pedestrian railing by the linear foot, measure the length of raining from end to end of stone masonry piers.

Payment

646.07 The accepted quantities will be paid at the contract price per unit of measurement for the Section 646 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Section 647. — ENVIRONMENTAL MITIGATION (ADDED SECTION)

08/01/14–FP14

Description

647.01 This work consists of fabricating and installing a deflector log structure, installing landscaping logs on finished slopes, and providing archaeological monitoring during construction.

Material

647.02 Conform to the following Subsections:

Steel binding chain and coupling link	717.01(f)
Wood material	713.22

Construction Requirements

647.03 Deflector Log Structure. Excavate the existing channel bank or ground as needed to accommodate the minimum embedment as shown on plans and backfill with conserved streambed material according to Section 209. Adjust the location and orientation where necessary and as approved. Do not place deflector log structure until CO approval of subgrade lines and grades.

Cut conical shoe on untreated timber piles if needed and install vertically. If driving piles is necessary, perform work according to Section 551 and Subsection 107.10(f)(2).

Make two deflector log bundles by bundling three deflector logs together. Wrap root wads, untreated timber piles, deflector logs, and deflector log bundles together with chains as shown on the plans. Place root wad trunks so that they slope downward from the root wad. Slightly angle the root wad trunks so that the root wads are facing upstream at an angle. Place coarse woody debris to a minimum depth of two feet over deflector logs and root wads. Willow pole cuttings will be placed by others.

647.04 Landscaping Logs. Place logs in a random fashion to match surrounding undisturbed area and at locations identified by the CO. Lay logs flush with ground line. Landscaping logs may be placed with the root wad attached. Place logs before topsoil placement.

On slopes steeper than 1:3, provide minor hand trenching to set the log and provide a stable foundation.

Place logs on all finished slopes before winter shutdown according to Subsection 108.01.

647.05 Archaeological Monitoring.

(a) Professional qualifications. Archaeological monitoring will be performed by a government-provided archaeologist. If a government-provided archaeologist is unavailable, furnish a professional archaeologist that meets the Secretary of the Interior's Professional Qualification Standards for Archeology to act as an archaeological field monitor as directed. The CO will give notification at least 60 days before requiring an archaeologist on site.

(b) Permitting. If a contractor-furnished archaeologist is required, before any monitoring activities, obtain an Archaeological Resources Protection Act (ARPA) permit from a Mount Rainier National Park permitting authority. Submit the final Mount Rainier National Park approved and signed ARPA permit to the CO before any construction ground-disturbing activities. Allow 45 days for permit approval.

(c) Archaeological monitoring preconstruction meeting. Before work begins on the project, the CO will conduct a preconstruction meeting with the Contractor and archaeological field monitor. To coordinate all the required Section 647 work, provide the following information according to Section 155 at least 14 days before starting construction and at least 7 days before modifying the construction schedule: methods of construction in areas where ground-disturbing activities will occur including, at a minimum, details such as sequence of operations, materials, equipment, and excavation support systems.

(d) Monitoring. Conduct archaeological monitoring during all ground-disturbing construction activities, including construction of temporary facilities using methods and techniques according to the approved ARPA permit. If cultural resources or human remains are discovered during construction in any area, stop construction work at the discovery site immediately according to Subsection 107.02.

After work is stopped, complete the following:

(1) Establish a boundary delineating the discovery site in coordination with the CO, and with law enforcement as applicable in the case of human remains;

(2) Document resources and, if necessary, develop an appropriate mitigation plan; and

(3) Assist the CO to determine when construction work inside the discovery site boundary may resume according to state law and federal regulations.

Do not resume construction work within the discovery site boundary until the recovery of cultural resources materials and compliance with State laws are complete, and as approved by the CO.

Work outside the cultural resource discovery site or human remains discovery site may continue one hundred feet from the discovery site as directed by the CO while documentation and assessment of the cultural resources at the discovery site proceeds.

(e) Reporting Deliverables.

(1) Discovery incident reports. If a discovery is made, submit a written incident report directly to the CO separate from the final report. At a minimum, the incident report shall include:

(a) Date;

(b) Time of discovery;

(c) Location;

(d) Type of contractor activity; and

(e) Description of discovery.

(2) Final Report. After completion of project monitoring work, prepare a final report according to the ARPA permit and the Washington Department of Archeology and Historic Preservation to document all archaeological monitoring activities and results. Submit the final report to Mount Rainier National Park and to the CO.

647.06 Acceptance. Material and construction for deflector log structure and landscaping logs will be evaluated under Subsection 106.02.

Measurement

647.07 Measure the Section 647 items listed in the bid schedule according to Subsection 109.02.

When measuring archeological monitoring by the hour, measure each hour a person is monitoring.

Payment

647.08 The accepted quantities will be paid at the contract price per unit of measurement for the Section 647 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

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DIVISION 700
MATERIAL

Section 703. — AGGREGATE

07/01/24–FP14

703.02 Coarse Aggregate for Concrete. Delete Subsection (b) and substitute the following:

(b) Grading, AASHTO M 43 All sizes

703.06 Crushed Aggregate. Delete this Subsection and substitute the following:

Crushed Aggregate. Furnish hard, durable particles or fragments of crushed stone or gravel conforming to the size and quality requirements for crushed aggregate material normally used locally in the construction and maintenance of highways by Federal or state agencies. Furnish crushed aggregate with a maximum size of 1 inch as determined by AASHTO T 27 and AASHTO T 11. Furnish crushed aggregate well graded from coarse to fine and free of organic matter, lumps or balls of clay, and other deleterious material.

Section 704. — SOIL

04/02/21–FP14

704.08 Select Granular Backfill. Delete Subsection (a) and substitute the following:

(a) Quality requirements.

(1) Gradation — Table 704-2

(2) Angle of internal friction on the portion passing the No. 10 (2-mm) sieve, AASHTO T 236 — 38 degree minimum

Note: AASHTO T 236 is not required for material with more than 40 percent retained on the No. 4 (4.75-mm) sieve. When required, compact samples to 95 percent of the maximum density at ±2 percent of the optimum moisture content determined according to AASHTO T 99, method A or B without oversized material corrections. Perform testing at confining stresses of 1, 2, 4, and 8 kips per square foot (48, 96, 192, and 384 kilopascals).

(3) Soundness of aggregate using sodium sulfate, AASHTO T 104 (5 cycles) — 15 percent loss maximum

(4) Plasticity index, AASHTO T 90 — 6 maximum

(5) Los Angeles abrasion, AASHTO T 96 — 50 percent maximum

Table 704-2
Select Granular Backfill Gradation

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)
	Backfill with Metallic Reinforcement
3 inch (75 mm)	100
1½ inch (37.5 mm)	—
No. 40 (425 mm)	0 to 60
No. 200 (75 mm)	0.0 to 5.0

Section 705. — ROCK

08/01/19–FP14

705.08 Filter Rock. (Added Subsection).

Furnish hard, durable, angular rock that is resistant to weathering and water action and free of organic or other unsuitable material. Angular rock is characterized by sharp, clean edges at the intersections of relatively flat surfaces. Do not use shale, rock with shale seams, or other fissile or fissured rock that may break into smaller pieces in the process of handling and placing. Conform to the following:

(a) Apparent specific gravity, AASHTO T 85	2.40 minimum
(b) Absorption, AASHTO T 85	4.0 percent maximum
(c) Soundness of aggregate using sodium sulfate, AASHTO T 104 (5 cycles)	12 percent loss maximum
(d) Los Angeles abrasion, AASHTO T 96	50 percent maximum
(e) Rock particle intermediate dimension (width) and minimum dimension (thickness)	⅓ longest dimension (length) minimum
(f) Gradation	Table 705-4

Table 705-4
Gradation Requirements for Filter Rock

Percent of Rock by Mass	Range of Intermediate Dimensions,(1) inches (millimeters)	Range of Rock Mass,(2) pounds (kilograms)
20	6 to 8 (150 to 200)	21 to 49 (10 to 22)
30	5 to 6 (125 to 150)	12 to 21 (5 to 10)
40	3 to 5 (75 to 125)	2.6 to 12 (1 to 5)
10	2 to 3 (50 to 75)	0.8 to 2.6 (0.4 to 1)

(1) The intermediate dimension is the longest straight-line distance across the rock that is perpendicular to the rock's longest axis on the rock face with the largest projection plane.
(2) Rock mass is based on a specific gravity of 2.65.

705.09 Boulders. (Added Subsection)

Conserve sound, durable boulders that are resistant to weathering and water action. Select boulders of varying sizes with dimensions not less than 36 inches as measured across the smallest dimension. Do not use boulders with seams that may break into smaller pieces in the process of handling and placing.

Section 708. — PLASTIC PIPE

08/01/14–FP14

708.04 Corrugated Polyethylene Drainage Tubing. Delete this subsection and substitute the following:

Corrugated Polyethylene Drainage Tubing. Furnish perforated and nonperforated 3- to 10-inch (75- to 250-millimeter) diameter tubing conforming to AASHTO M 252, Type C or CP.

Section 712. — JOINT MATERIAL

11/05/15–FP14

712.02 Mortar. Delete this Subsection and substitute the following:

Mortar. Preblend or mix on site. Furnish and proportion mortar according to ASTM C270. Use masonry cement mortar Type M. Use local Washington aggregates that are blue-grey in color such as the Kapowsin blue color.

Section 713. — ROADSIDE IMPROVEMENT MATERIAL

11/08/21–FP14

713.03 Fertilizer. Delete this Subsection.

713.04 Seed. Delete this Subsection and substitute the following:

(a) Fryingpan Creek Bridge. Seed to be government-provided.

(b) McCullough Seed Orchard site restoration. Furnish a mixture consisting of the following kinds of seed with the corresponding percentages by weight of "live seed":

Tufted Hairgrass (*Deschampsia cespitosa*)	5 percent
Annual Ryegrass (*Lulium multiflorum*)	13 percent
Winter Triticale (*Triticosecale rimpaui*)	79 percent
Alsike Clover (*Trifolium hybridum*)	3 percent

The CO may approve species substitutions if the above seed species cannot be obtained. Provide a minimum of 4 weeks' notice before seeking substitutions.

Determine the amount of "live seed" in a container by the following formula:

Net weight of seed in container multiplied by the purity percentage multiplied by the germination percentage. (If seed is 85 percent pure and tests 90 percent germination, then a 100-pound container would contain 76.5 pounds of "live seed".)

713.05 Mulch. Delete Subsection (b) and substitute the following:

(b) Wood fiber. Use salvaged wood chips from Subsection 201.06.

713.12 Fiber Rolls and Socks. Delete this Subsection and substitute the following:

Fiber Rolls and Socks. Furnish coir fiber rolls that are 100 percent coconut fiber.

713.17 Temporary Rolled Erosion Control Products. Delete Subsection (j) and substitute the following:

(j) Type 3.B, extended term erosion control blanket. Furnish a coir erosion control blanket composed of 100 percent coconut fiber woven or mechanically bound to form a continuous matrix.

713.22 Wood Material. (Added Subsection).

Wood material includes deflector logs, root wads, untreated timber piles, landscaping logs and coarse woody debris. Review wood material source with CO before harvest. Salvage logs and coarse woody debris from proposed clearing areas of the project. Source and stockpile wood material in areas free of disease and invasive species and according to Subsection 105.04. Logs should be as straight as possible. Preserve root wads and trunks intact. Do not split or gouge the trunks. Do not use trees with damaged trunks or root wads.

(a) Deflector log. Use untreated, non-decayed and unbroken logs with no attached root wads, a trunk DBH between 18 to 24 inches, and trunk length measuring 20 feet minimum.

(b) Root wad. Use untreated, non-decayed and unbroken logs with an attached root wad, a trunk DBH between 20 to 30 inches, and trunk length between 14 to 16 feet measured from the base of the root ball to the end of the cut trunk. Use root wads with an oblong or circular shape spread with a minimum diameter of 4 feet as measured at its narrowest axis and covering a minimum area of 16 square feet. Trim limbs to within 12 inches of the face of tree. Do not trim limbs included in the root mass. Remove soil and debris from the root wad.

(c) Untreated timber pile. Use untreated, non-decayed and unbroken logs with no attached root wads, a trunk DBH between 12 and 16 inches, and trunk length measuring 18 feet minimum.

(d) Landscaping log. Use untreated trees and snags in random lengths from 12 to 30 feet and greater than or equal to 12 inches in DBH. When necessary, limb one side. Handle landscape logs in a manner that minimizes the loss of limbs. Leave root wads attached to snags or trees where removal allows.

(e) Coarse woody debris. Use an even mixture of non-decayed branches, limbs, twigs, and other residue, 1 to 8 inches in diameter. Use coarse woody debris generated from the harvest of the deflector logs or root wads and from general site clearing.

713.23 Straw Bales. (Added Subsection).

Furnish straw bales that are certified weed-free by the Washington Weed Free Hay and Mulch Program. Use straw bales that are at least 14 inches wide, 18 inches high, and 36 inches long.

Section 717. — STRUCTURAL METAL

07/21/17–FP14

717.01 Structural Steel. Add the following:

(f) Steel binding chain and coupling link. Conform to the following:

(1) Steel binding chain for deflector log structure. Use Grade 43 carbon steel, ½-inch, self-colored, straight, welded chain with 9,200 pounds minimum working load limit.

(2) Coupling link for steel binding chain. Use Grade 80 steel, ½-inch coupling link with 12,000 pounds working load limit.

717.06 Steel Pipe. Delete this Subsection and substitute the following:

Steel Pipe. Conform to the following:

(a) Steel pipe. Furnish galvanized steel pipe conforming to ASTM A53, Type F, standard weight class, and plain ends for the designation specified in the contract.

(b) Snow pole holders. Furnish steel pipe conforming to ASTM A53, ASTM A106 or ASTM A500, standard weight class, and plain ends for the designation specified in the contract.

717.07 Galvanized Coatings. Delete this Subsection and substitute the following:

Galvanized Coatings. When specified, galvanize steel according to AASHTO M 111.

Section 718. — TRAFFIC SIGNING AND MARKING MATERIAL

718.04 Sign Posts. Delete Subsection (d) and substitute the following:

(d) Corrosion Resistant (Weathering) Steel. Furnish posts conforming to AASHTO M 180. Type IV, Class B. Zinc-coat the embedded portion of the Corrosion Resistant (Weathering) Steel post ASTM A123.

Section 719. — PAINT

06/15/22–FP14

719.04 Paint for Steel Structures. Delete this Subsection and substitute the following:

Paint for Steel Structures. For exposed metal parts of the pedestrian stone-timber railing, conform to the following:

(a) Prime coat for metal structures. Provide all purpose metal primer.

(b) Finish coat. Match color to SAE AMS-STD-595 30062.

719.06 Paint for Aluminum Structures. Add the following:

Color to match SAE AMS-STD-595 color 30062 for backside of aluminum sign panel.

719.08 Penetrating Stain. Delete this Subsection and substitute the following:

(a) For Simulated Stone Masonry Surfaces under Section 613, conform to the following:

(1) Weatherometer on base material, ASTM G152 or ASTM G153	1000 hours
(2) Acrylic dispersion	73.4 percent of nonvolatile solvent
(3) Viscosity, ASTM D562	58±2 Krebs units
(4) Solids volatile content	40.3 percent by mass

(5) Mildew resistance, Federal Test Method Standard (FTMS) 144, Method 6271

Store stain according to manufacturer's recommendations, with special attention given to recommended temperature range.

(b) For plywood backings under Subsection 633.05, furnish an acrylic solid color stain that conforms to MPI 16; is categorized by the manufacturer as “best compatible” when used with wood preservatives under Section 557 and Subsection 716.03; and meets the following:

(1) Wood penetrating, mildew resistant stain designated for exterior use; and

(2) Match color to SAE AMS STD 595 color 30062.

Before painting, submit paint chip samples to the CO for approval of the color. Two coats are required.

Section 720. — STRUCTURAL WALL AND STABILIZED EMBANKMENT MATERIAL

720.01 Mechanically-Stabilized Earth Wall Material. Delete Subsection (f) and substitute the following:

(f) Fasteners. Furnish cut washer, hex nuts, plate washer with center hole, and coupler nuts conforming to ASTM F3125, A563, and F436.

Add the following:

(k) Coil rod. Furnish coil rod conforming to ASTM A108.

Section 721. — ELECTRICAL AND ILLUMINATION MATERIAL

721.01 Electrical Material. Add the following to Subsection (a):

(5) HDPE conduit, couplings, elbows and bends. Furnish empty HDPE conduit conforming to ASTM F2160.

Section 725. — MISCELLANEOUS MATERIAL

11/01/24– FP-14

725.12 Plastic Lining. Delete this Subsection and substitute the following:

Plastic Lining. Furnish single-ply 10-mil polyethylene sheeting without seams or overlapping joints, and free of holes, tears, or other defects.

725.19 Detectable Warning Panel. (Added Subsection).

Furnish detectable warning panels that meet the Access Board's Public Right-of-Way Accessibility Guidelines. Panel color to match AMS-STD-595 22144.

725.20 Bicycle Storage Rack. (Added Subsection).

Furnish bicycle storage racks that demonstrate the following characteristics:

(a) 3-inch diameter steel tube rack, with a minimum thickness of $^{3}/_{16}$ inch;

(b) Single arch shape;

(c) Surface mount with ½ inch thick steel plate; and

(d) Triglycidyl Isocyanurate (TGIC) powder-coat matte finish conforming to the following characteristics:

(1) Salt Spray Resistance, ASTM B117	1000 hours, ⅛ inch creep, no blistering
(2) Impact Resistance, ASTM D2794	100 inch-pound
(3) Adhesion, ASTM D3359, Method B	Classification 5B: 0 percent removed
(4) Pencil Hardness, ASTM D3363	2H
(5) Color, AMS-STD-595 30062	No difference from reference panel

725.21 Triangle Ties. (Added Subsection).

Furnish ⅜-inch diameter hot dip galvanized triangle wire ties conforming to ASTM A153, Class B-2 (1.50 ounce per square feet). Fabricate triangle ties to the dimensions shown on the plans.

725.22 Dovetail Slots and Anchors. (Added Subsection).

Furnish dovetail slots and anchors conforming to ASTM A1008. Provide 22 gage hot dipped galvanized steel filled with foam with a throat opening width of ⅝-inch slots. Provide ⅛-inch thick hot dipped galvanized steel anchors.

725.23 Detectable Warning Tape. (Added Subsection).

Furnish detectable warning tape that meets the following:

(a) Color: pink, for unknown utilities application;

(b) Imprint: Caution Buried Utility Line Below;

(c) Size: at least 2 inches wide and 5 mil (0.005 inches) thick; and

(d) Material: Impervious plastic with solid aluminum foil core.

725.24 Tracer Wire. (Added Subsection).

Furnish tracer wire for use in direct burial that meets the following:

(a) Color: pink, for unknown utilities application;

(b) Core: 12-gauge solid or stranded copper wire;

(c) Insulation: 45 mil (0.045 inches) high molecular weight polyethylene (HMWPE); and

(d) Underwriters Laboratories (UL) rating: 140 °F.

P E R M I T S

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US Army Corps of Engineers and US Environmental Protection Agency

Nationwide Permit #14 and 401 Water Quality Certification H-3

US Environmental Protection Agency

National Pollutant Discharge Elimination System (NPDES),
General Permit for Discharges from Construction Activities (CGP) H-77

Mount Baker Snoqualmie National Forest

Special Use Permit (SUP).....H-183

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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
4735 EAST MARGINAL WAY SOUTH, BLDG 1202
SEATTLE, WA 98134-2388

March 13, 2026

Regulatory Division

Ms. Jennifer Chariarse
Federal Highway Administration
610 East Fifth Street
Vancouver, Washington 98661

Reference: NWS-2025-362
Federal Highway Administration
(Fryingpan Creek Bridge Replacement)

Dear Ms. Chariarse:

We have reviewed your application to discharge dredged and fill material for the replacement and realignment of Fryingpan Creek Bridge, culverts, and associated parking facilities in Fryingpan Creek, Wetland 6, Stream 6, Ditch 1, Stream 7, Ditch 2, Ditch D2, Ditch 3, and Stream 8 at Mount Rainier National Park near Ashford, Pierce County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 14, *Linear Transportation Projects* and NWP 46, *Discharges in Ditches* (Federal Register December 27, 2021, Vol. 86, No. 245), authorizes your proposal as depicted on the enclosed drawings dated May 6, 2025.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 14* and *46, Terms and Conditions* and the following special conditions:

a. In order to protect the listed threatened and endangered species in the project area, you may conduct the authorized activities in the work window as agreed to and documented in writing through consultation by the U.S. Fish and Wildlife Service and/or National Marine Fisheries Service (Services) in any year this permit is valid. If changes to the originally authorized work window are proposed, you must coordinate these changes with the Services and receive written concurrence on the changes. Copies of the concurrence(s) must be sent to the U.S. Army Corps of Engineers, Seattle District, Regulatory Division, within 10 days of the date of the revised concurrence.

b. This U.S. Army Corps of Engineers (Corps) permit does not authorize you to take a threatened or endangered species, in particular the Puget Sound (PS) chinook,

PS steelhead, or bull trout. In order to legally take a listed species, you must have a separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or ESA Section 7 consultation Biological Opinion (BO) with non-discretionary "incidental take" provisions with which you must comply). As consulted on by the National Park Service, the BO(s) prepared by the National Marine Fisheries Service (NMFS, Reference #: WCRO-2023-00178) and the U.S. Fish and Wildlife Service (USFWS, Reference #: FWS/R1/2022-0086438) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified "incidental take" in the BOs. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the BO(s). These terms and conditions are incorporated by reference in this permit. Failure to comply with the commitments made in these consultations constitutes non-compliance with the ESA and your Corps permit. The USFWS and NMFS are the appropriate authorities to determine compliance with the ESA.

c. In order to protect the Essential Fish Habitat (EFH) for Pacific salmon listed under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), any conservation recommendations as agreed to by National Park Service, and coordinated with the National Marine Fisheries Service are incorporated by reference in this permit. Failure to comply with the commitments made in this negotiation constitutes non-compliance with the MSA and your U.S. Army Corps of Engineers permit.

We have reviewed your project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act, and the National Historic Preservation Act. We have determined this project complies with the requirements of these laws provided you comply with all of the permit general and special conditions.

The National Park Service completed Section 7 of the Endangered Species Act (ESA) consultation and Section 305(b) (Essential Fish Habitat (EFH)) of the Magnuson-Stevens Fishery Conservation and Management Act (MSA) consultation for the proposed activity [National Marine Fisheries Service reference WCRO-2023-00178, U.S. Fish and Wildlife Service reference FWS/R1/2022-0086438 (collectively Services)]. For the purpose of this Department of the Army authorization, we have determined the permit action will comply with the requirements of these laws provided you comply with all of the permit general conditions and Special Conditions "a" through "c". We have determined the permit action is sufficiently addressed in their ESA and EFH consultation documents. By this letter we are advising you and the Services, in accordance with 50 CFR 402.07 and 50 CFR 600.920(b), that this agency has served as the lead Federal agency for the ESA and EFH consultation responsibilities for the activity described above.

With this letter, we are reminding you the National Park Service (NPS) completed Section 106 of the National Historic Preservation Act (NHPA) compliance for the proposed activity and is the lead Federal agency responsible for Section 106 compliance for this Department of the Army authorization.

As part of our permit application review process, we notified Native American tribes that have an interest in this area. The Muckleshoot Indian Tribe (Tribe) requested copies of data and monitoring reports prepared during and post construction. Based on our coordination, you agreed to provide copies to the Tribe. Please provide electronic copies of the reports to the Tribe's Fisheries Division at martin@muckleshoot.nsn.us and martin.fox@muckleshoot.nsn.us.

A Water Quality Certification (WQC) without conditions dated December 19, 2025, has been issued by the Environmental Protection Agency for your project and is enclosed. A Coastal Zone Management (CZM) consistency decision was not required for your project. You must comply with the WQC for this NWP authorization to be valid.

You have not requested a jurisdictional determination for this proposed project. If you believe the U.S. Army Corps of Engineers does not have jurisdiction over all or portions of your project you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this NWP authorization is valid until March 14, 2026, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 14, 2026, you will have until March 14, 2027, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. All compliance reports should be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Division electronically at nws.compliance@usace.army.mil. Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey. Referenced documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Permit Information".

An electronic copy of this letter with enclosures will be furnished to you by email. If you have any questions, please contact me at Daisy.P.Douglass@usace.army.mil or (206) 437-1244.

Sincerely,

Daisy Douglass

Daisy Douglass, Project Manager
Regulatory Division

Enclosures

cc:
EPA (r10-401-certs@epa.gov)
USFWS (wfwoctap@fws.gov)
NMFS (consultationupdates.wcr@noaa.gov)

REGION 10
SEATTLE, WA 98101

December 9, 2025

Jennifer Chariarse
Federal Highway Administration
Western Federal Lands Highway Division
610 East Fifth Street
Vancouver, Washington 98661

Dear Ms. Chariarse:

The U.S. Environmental Protection Agency is in receipt of your request, dated June 17, 2025, for a Clean Water Act section 401 water quality certification for the Fryingpan Creek Bridge Replacement project, identified by the U.S. Army Corps of Engineers #NWS-2025-362. The Federal Highway Administration, Western Federal Lands Highway Division, applied for verification of CWA section 404 permit coverage under Nationwide Permit for Linear Transportation Projects (Federal Register, December 27, 2021, Vol. 86, No. 245). Pursuant to 40 C.F.R. 121.4, the Federal Highway Administration requested a pre-application meeting with the EPA on April 14, 2025, which was conducted on June 2, 2025.

Section 401 of the CWA requires applicants for Federal licenses or permits to conduct any activity which may result in any discharge into waters of the United States to obtain a water quality certification or waiver from the certifying authority where the discharge originates or will originate. Where no state or Tribe has authority to give such certification, the EPA is the certifying authority (33 U.S.C. 1341(a)(1)). In this case, the state of Washington does not have the authority to provide CWA section 401 certification for projects within Mt. Rainier National Park, which is exclusive federal jurisdiction in relevant respects (16 U.S.C. 95); therefore, the EPA is making the certification decision for the Fryingpan Creek Bridge Replacement project within Mt. Rainier National Park.

The EPA has determined that the proposed activity will comply with the applicable water quality requirements, including any limitation, standard, or other requirement under sections 301, 302, 303, 306, and 307 of the CWA; any federal and state or Tribal laws or regulations implementing those sections; and any other water quality-related requirement of state or Tribal law.

This grant of certification without conditions applies to the water quality-related impacts from the proposed activity subject to the CWA section 404 permit referenced above, including the activity's construction and operation, for the Fryingpan Creek Bridge Replacement project. The project site is located within lands of exclusive federal jurisdiction in wetlands and waters in the headwaters of the White River watershed in Pierce County, Washington (Latitude 46.888037, Longitude -121.609864).

Project Description
According to the application materials received by the EPA, the Federal Highway Administration proposes to impact approximately 0.004 acres of wetlands and 0.2 acres of waters by excavating approximately 20 cubic yards and discharging approximately 114 cubic yards of fill material. The project would replace the existing Fryingpan Creek Bridge to span the 100-year floodplain and relocate associated parking facilities to improve visitor safety. Project elements include replacing four existing culverts, adding rip rap to the bridge abutments, increasing the impervious surface area of Sunrise Road and the associated parking lot by 0.49 acres, removing the old bridge structure, and adding a log jam structure.

Public Notice Process
On June 17, 2025, the EPA received a request for certification from the project proponent. On July 8, 2025, the EPA issued a public notice regarding the proposed project and provided the opportunity for the public to submit comments until August 7, 2025. No comments were received by the EPA.

General Information
The general information provided in this section does not constitute a certification condition(s).

The project proponent is responsible for obtaining all other permits, licenses, and certifications that may be required by federal, local, or state or Tribal authorities.

This document should be retained in your files with CWA section 404 permit as documentation of the EPA certification which is specifically associated, and expires concurrently with, the CWA section 404 permit.

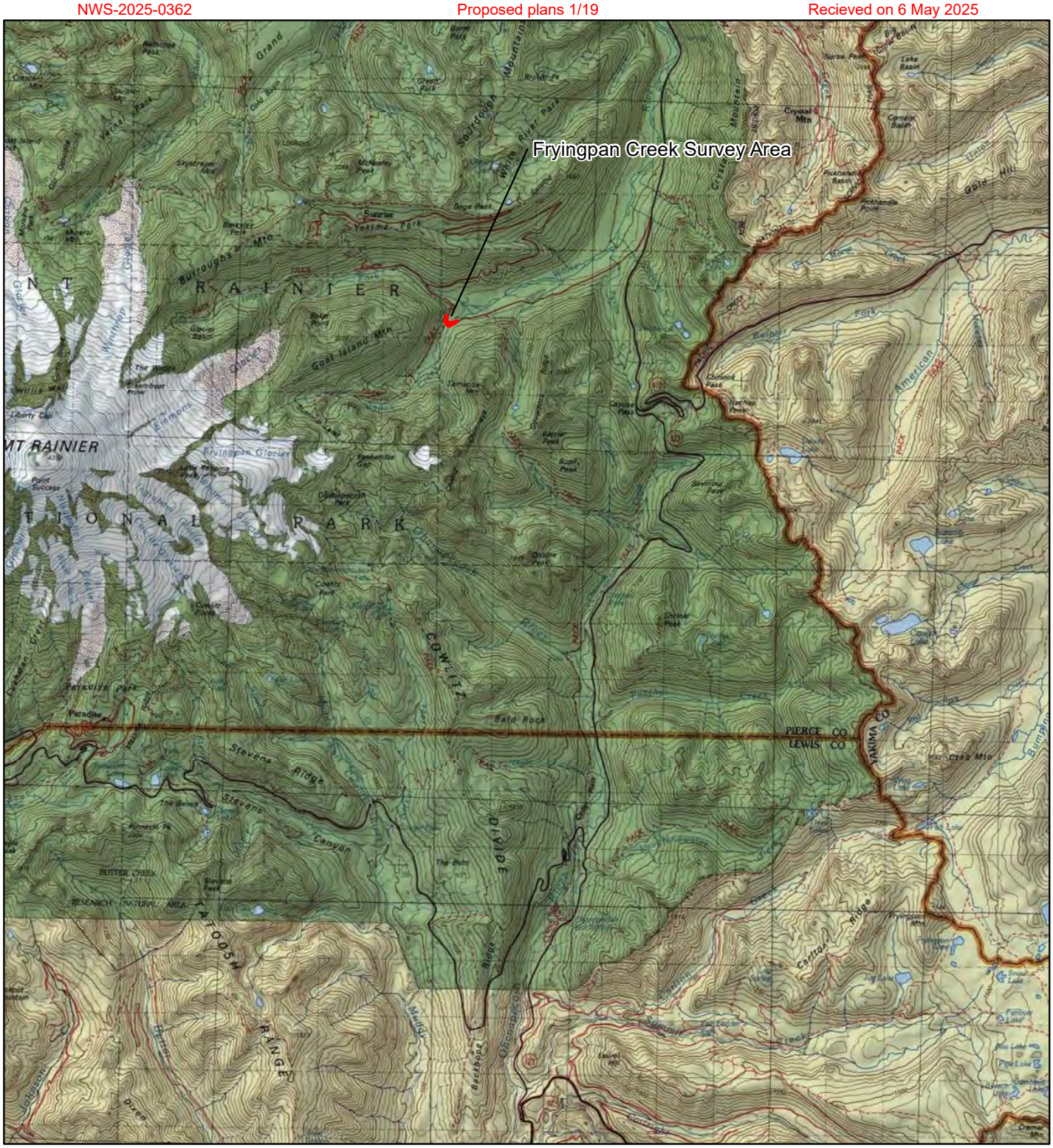
If you have any questions regarding this certification, please contact the EPA Region 10, Wetlands and Oceans Section, at R10-401-Certs@epa.gov.

Sincerely,

Hanh Shaw, Manager
Standards, Assessment and Watershed
Management Branch
Water Division

cc: Jordan Bunch, U.S. Army Corps of Engineers
Jennifer Corwin, FHWA-WFLHD
Wendy Schmidt, FHWA-WFLHD

NWS-2025-0362 Proposed plans 1/19 Recieved on 6 May 2025



Legend

Study Area

Figure 1 - Vicinity Map

Western Federal Lands
Fryingpan Creek Bridge Replacement Project
Mount Rainier National Park, Washington

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Miles

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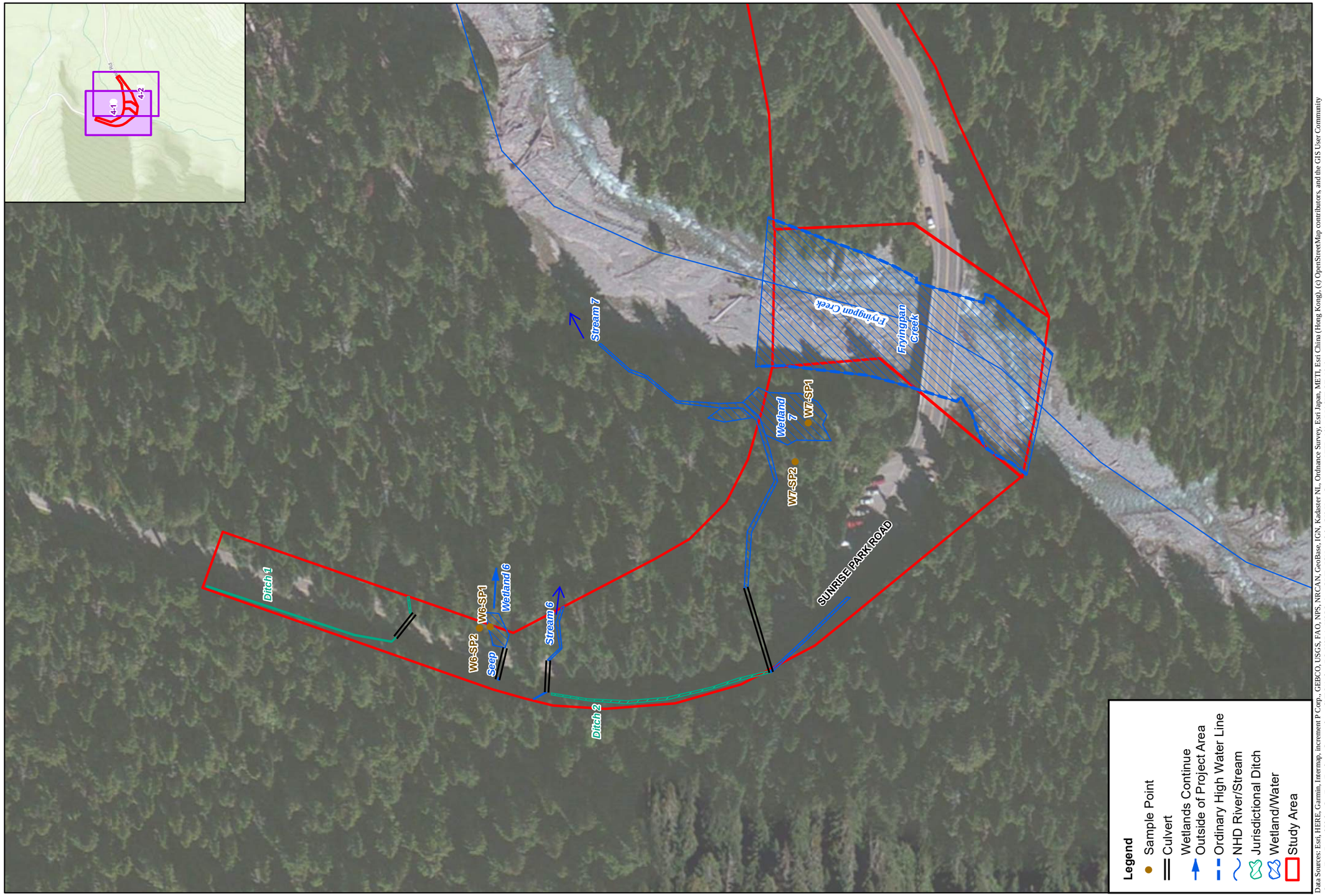
AECOM

Recieved on 6 May 2025

Proposed plans 2/19

NWS-2025-0362



Data Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User CommunityNHD, 2021, WASHDOT, 2019.

WETLAND MAP

WESTERN FEDERAL LANDS
FRYINGPAN CREEK BRIDGE REPLACEMENT PROJECT
MOUNT RAINIER NATIONAL PARK, WASHINGTON

AUGUST 2021
60652711

FIGURE 4-1

AECOM

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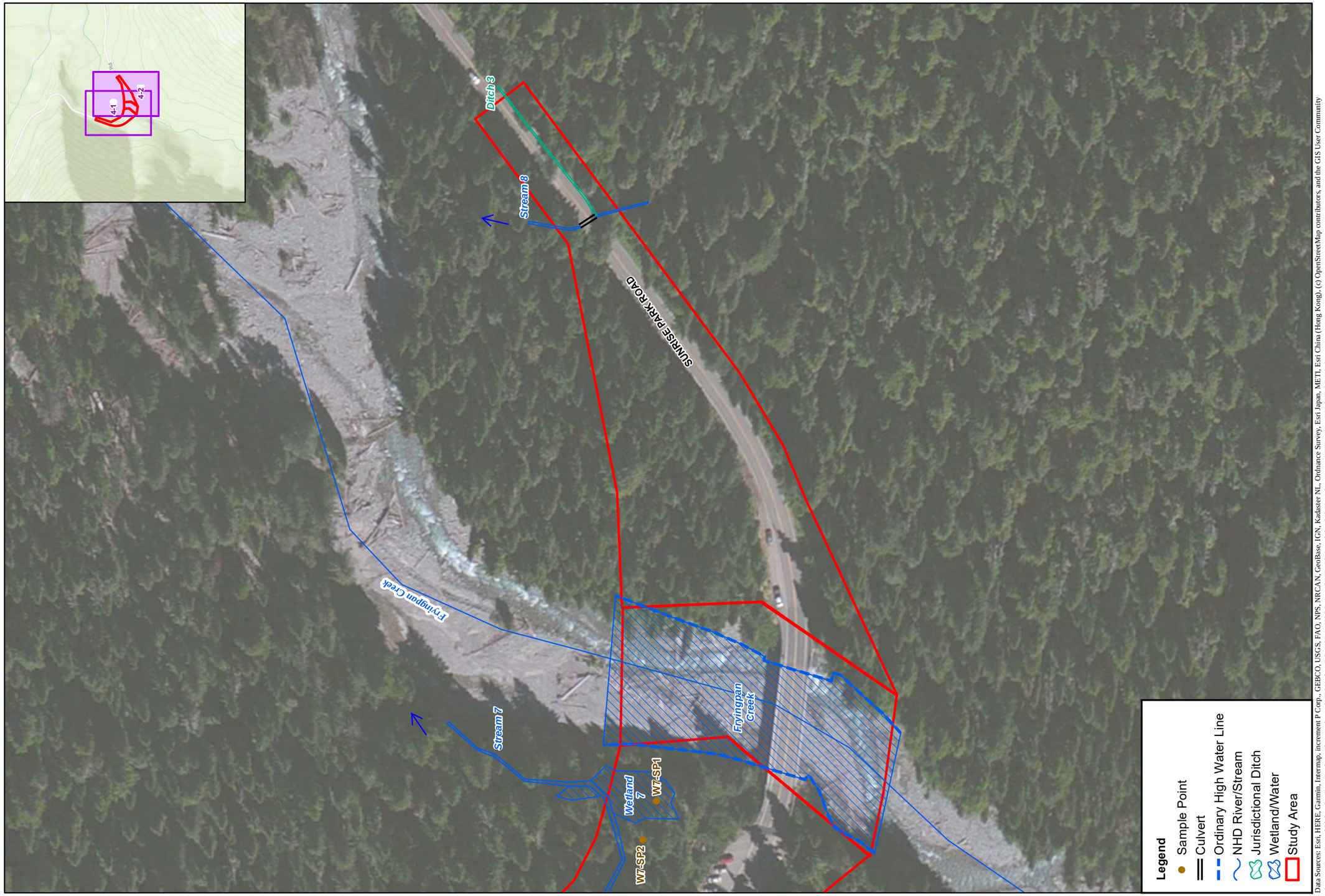
Recieved on 6 May 2025

Proposed plans 3/19

NWS-2025-0362



Data Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
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AECOM

WETLAND MAP

WESTERN FEDERAL LANDS
FRYINGPAN CREEK BRIDGE REPLACEMENT PROJECT
MOUNT RAINIER NATIONAL PARK, WASHINGTON

AUGUST 2021
60652711

FIGURE 4-2

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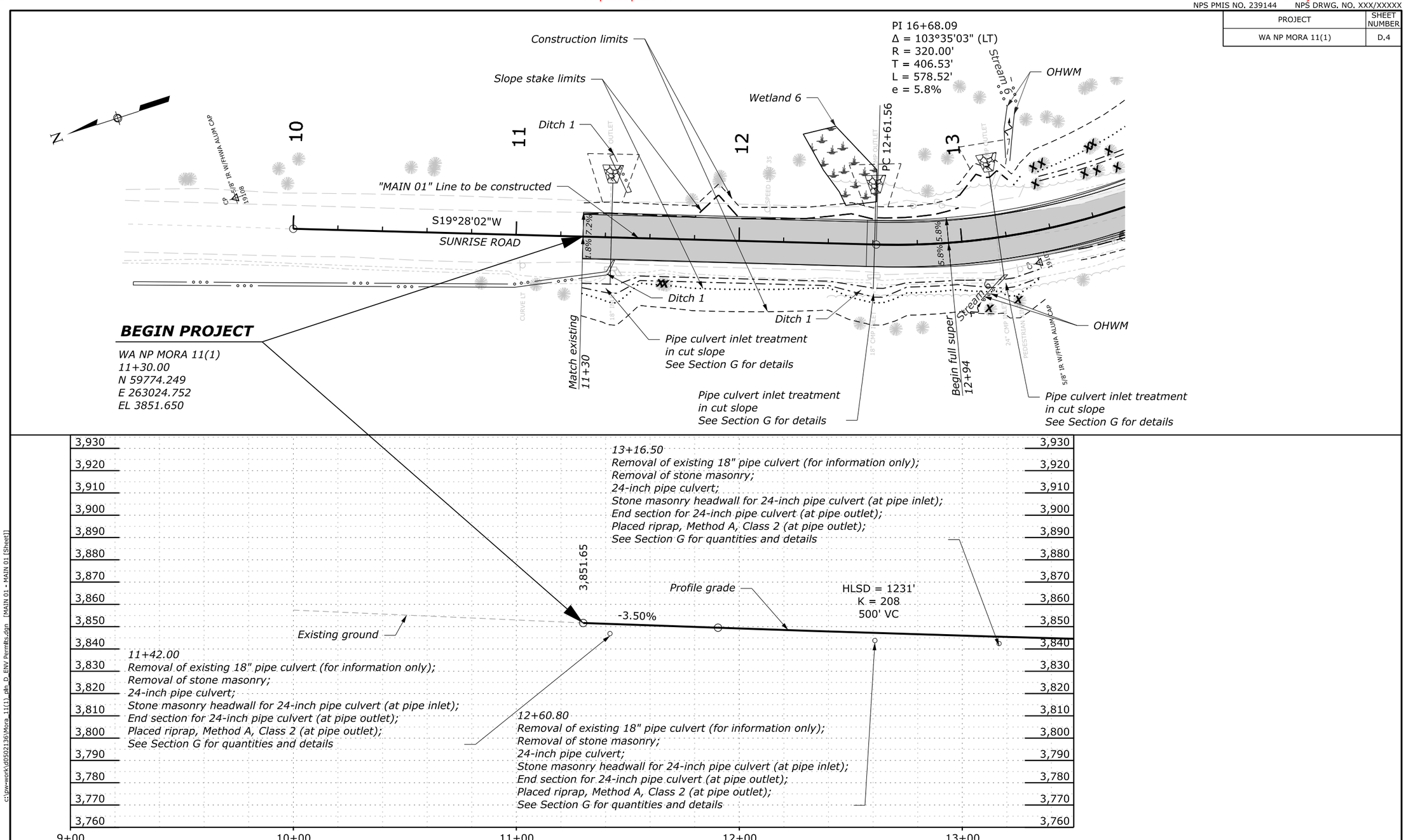
NWS-2025-0362
Recieved on 6 May 2025
NPS PMIS NO. 239144 NPS DRWG. NO. XXX/XXXXX

PROJECT	SHEET NUMBER
WA NP MORA 11(1)	D.4



LEGEND:

- Milling & overlay
- Full depth construction
- Roadway obliteration, method 1
- Sidewalk, exposed aggregate concrete
- X Trees to be removed (see Sheets F.6 to F.8 for tabulation)

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US Army Corps of Engineers ®
Seattle District

NATIONWIDE PERMIT 14
Terms and Conditions

2021 NWPs - Final 41; Effective Date: February 25, 2022
amended with RGCs 10-14 June 28, 2024

A. Description of Authorized Activities
B. U.S. Army Corps of Engineers (Corps) National General Conditions for All Final 41 NWPs
C. Seattle District Regional General Conditions
D. Seattle District Regional Specific Conditions for this Nationwide Permit (NWP)
E. 401 Water Quality Certification (401 WQC) for this NWP
F. Coastal Zone Management Consistency Response for this NWP

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

14. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, driveways, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge of dredged or fill material in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges of dredged or fill material for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL 2021 NWPs - FINAL 41

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

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

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

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

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

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

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

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

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the

Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

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

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

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

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

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation

Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

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

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

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

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

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

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the

designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

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

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

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

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

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

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

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

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

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

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

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

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

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

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

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United

States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

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

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

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

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

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

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

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:
(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1⁄3-acre.
(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

_____
(Transferee)

_____
(Date)

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

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

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

(c) The signature of the permittee certifying the completion of the activity and mitigation.

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

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

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

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

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

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

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

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

(2) Location of the proposed activity;

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

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

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

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

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

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

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

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

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

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

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

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

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

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

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

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

C. SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to the 2021 NWPs - Final 41 NWPs for the Seattle District in Washington State, as applicable.

RGC 1, Project Drawings
Drawings must be submitted with a pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the United States will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

RGC 2, Aquatic Resources Requiring Special Protection
A PCN is required for activities resulting in a loss of waters of the United States in wetlands in dunal systems along the Washington coast, mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, and wetlands in coastal lagoons.

RGC 3, New Bank Stabilization in Tidal Waters of Puget Sound
Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11, and 12 (within the areas identified on Figures 1a through 1e) cannot be authorized by NWP.

RGC 4, Commencement Bay

No permanent losses of wetlands or mudflats within the Commencement Bay Study Area may be authorized by any NWP (see Figure 2).

RGC 5, Bank Stabilization
All projects including new or maintenance bank stabilization activities in waters of the United States where salmonid species are present or could be present, requires PCN to the U.S. Army Corps of Engineers (Corps) (see NWP general condition 32).

For new bank stabilization projects only, the following must be submitted to the Corps:

a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.

b. The type and length of existing bank stabilization within 300 feet of the proposed project.

c. A description of current conditions and expected post-project conditions in the waterbody.

d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

RGC 6, Crossings of Waters of the United States
Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the U.S. Army Corps of Engineers (see NWP general condition 32).

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the Water Crossing Design Guidelines (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or could be present, the applicant must provide a rationale in the PCN sufficient to establish one of the following:

a. The existence of extraordinary site conditions.

b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

RGC 7, Stream Loss
A PCN is required for all activities that result in the loss of any linear feet of streams.

RGC 8, Construction Boundaries
Permittees must clearly mark all construction area boundaries within waters of the United States before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

RGC 9, ESA Reporting to NMFS

For any nationwide permit that may affect threatened or endangered species:

Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries, National Marine Fisheries Service (NMFS) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NMFS, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by the NMFS to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

RGC 10, Limitations on New Bank Stabilization Within the Salish Sea
The length of new bank stabilization within waters of the U.S., including new bank stabilization associated with maintenance activities that would expand previously authorized armoring length, cannot exceed 50 linear feet within the Salish Sea under any NWP.

RGC 11, Effects to Forage Fish Spawning Beaches, Drift Cells, and Feeder Bluffs)
No NWP activity can:

a. cause more than minimal adverse effects to forage fish spawning beaches or drift cells; or

b. prevent the functioning of feeder bluffs, including more than minimal adverse effects to sediment recruitment, transport, or deposition.

This regional general condition applies to all NWP activities within the Salish Sea. Information regarding the location of forage fish spawning beaches is available on the Washington Department of Fish and Wildlife's (WDFW) Forage Fish Spawning Map at https://wdfw.maps.arcgis.com/home/webmap/viewer.html?webmap=19b8f74e2d41470cbd80b1af8dedd6b3. Information regarding the location and movement of drift cells, shoreline stability, and coastal landforms, to include feeder bluffs, is available at the Washington State Department of Ecology's Coastal Atlas Map website: https://apps.ecology.wa.gov/coastalatlasmap. These maps are resources that can be used to help identify the location of forage fish spawning beaches, drift cells, and feeder bluffs; they are not a substitute for site-specific data. Information about forage fish, their spawning habitats, and spawning behavior are available through the WDFW. Additional information about the importance of these species as prey species for Endangered Species Act listed salmonids can be found on the National Marine Fisheries Service website.

RGC 12, Bank Stabilization Design Considerations
Bank stabilization activities, including maintenance activities, shall utilize living shorelines, vegetative stabilization, bioengineering, including but not limited to large woody material with intact root wads, and other soft bank stabilization approaches to the maximum practicable extent before considering hard bank stabilization methods such as bulkheads and rock revetments.

RGC 13, PCNs for Activities in Areas Where There May Be Treaty-Reserved Tribal Rights
To ensure compliance with General Condition 17, Tribal Rights, a pre-construction notification (PCN) is required for all NWPs associated with structures or fills in areas where Tribes have retained via treaty the right to fish in their usual and accustomed grounds and stations.

RGC 14, Maintenance of Existing Bank Stabilization Structures and Fills
(Applicable to NWP 3, Maintenance Activities) Maintenance of existing bank stabilization structures that expand the existing structure's footprint or dimensions either waterward, vertically, or linearly along the shoreline within the geographic jurisdiction of the U.S. Army Corps of Engineers are not eligible for NWP 3.

D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP:

NWP 14 Specific Regional Conditions:
1. A pre-construction notification must be submitted to the district engineer (see NWP general condition 32) for linear transportation project crossings in tidal waters.

E. 401 WATER QUALITY CERTIFICATION: Depending on the geographic region of the work authorized by this verification, the appropriate 401 certifying authority has made the following determinations:

Washington Department of Ecology (Ecology) (Projects in all areas except as described for the other certifying agencies listed below): General and Specific WQC Conditions

A. State General Conditions for all Nationwide Permits

In addition to all of the U.S. Army Corps of Engineers' (Corps) national and Seattle District'sregional permit conditions, the following state general Water Quality Certification (WQC) conditions **apply to all NWPs whether granted or granted with conditions** in Washington where Ecology is the certifying authority.

Due to the lack of site specific information on the discharge types, quantities, and specific locations, as well as the condition of receiving waters and the quantity of waters (including wetlands) that may be lost, Ecology may need to review the project if one of the following stategeneral conditions is triggered.

This case-by-case review may be required, and additional information regarding the project and associated discharges may be needed, to verify that the proposed project would comply with state water quality requirements and if an individual WQC is required or if the project meets this programmatic WQC.

1. **In-water construction activities**. Ecology WQC review is required for projects or activities authorized under NWPs where the project proponent has indicated on the Joint Aquatic Resource Permit Application (JARPA) question 9e that the project or activity will not meet State water quality standards, or has provided information indicating that the project or activity will cause, or may be likely to cause or contributeto an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC).

Note: In-water activities include any activity within a jurisdictional wetland and/orwaters.

2. **Projects or Activities Discharging to Impaired Waters**. Ecology WQC review is required for projects or activities that will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listedparameter to determine if the project meets this programmatic WQC or will require individual WQC.

To determine if your project or activity is in a 303(d) listed segment of a waterbody, visitEcology's Water Quality Assessment webpage for maps and search tools.

3. **Aquatic resources requiring special protection**. Certain aquatic resources are unique and difficult-to-replace components of the aquatic environment in Washington. Activities that would affect these resources must be avoided to the greatest extent practicable. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscapesettings.

Ecology WQC review is required for projects or activities in areas identified below to determine if the project meets this programmatic WQC or will require individual WQC.

a. Activities in or affecting the following aquatic resources:

i. Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):
   - Estuarine wetlands.
   - Wetlands of High Conservation Value.
   - Bogs.
   - Old-growth forested wetlands and mature forested wetlands.
   - Wetlands in coastal lagoons.
   - Wetlands in dunal systems along the Washington coast.
   - Vernal pools.
   - Alkali wetlands.

ii. Fens, aspen-dominated wetlands, camas prairie wetlands.

iii. Category I wetlands.

iv. Category II wetlands with a habitat score ≥ 8 points.

b. Activities in or resulting in a loss of eelgrass (Zostera marina) beds.

This state general condition does not apply to the following NWPs:
NWP 20 – Response Operations for Oil and Hazardous Substances
NWP 32 – Completed Enforcement Actions
NWP 48 – Commercial Shellfish Mariculture Activities

4. **Loss of More than 300 Linear Feet of Streambed.** For any project that results in the lossof more than 300 linear feet of streambed Ecology WQC review is required to determineif the project meets this programmatic WQC or will require individual WQC.

5. **Temporary Fills.** For any project or activity with temporary fill in wetlands or other waters for more than six months Ecology WQC review is required to determine if theproject meets this programmatic WQC or will require individual WQC.

6. **Mitigation.** Project proponents are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resourceswherever practicable. For projects requiring Ecology WQC review or an individual WQC with unavoidable impacts to aquatics resources, a mitigation plan must be provided.

   a. Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at aminimum, include the following:

      i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.

      ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).

      iii. The rationale for the mitigation site that was selected.

      iv. The goals and objectives of the compensatory mitigation project.

v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.

vi. How it will be maintained and monitored to assess progress toward goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.

vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans.

Ecology encourages the use of alternative mitigation approaches, includingcredit/debit methodology, advance mitigation, and other programmatic approaches such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

b. Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

7. **Stormwater Pollution Prevention**. All projects involving land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoiddischarge of pollutants in stormwater runoff to waters.

a. For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.

b. Following construction, prevention or treatment of on-going stormwater runofffrom impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permitinformation are available on Ecology's website.

8. **Application**. For projects or activities that will require Ecology WQC review, or anindividual WQC, project proponents must provide Ecology with a JARPA or the equivalent information, along with the documentation provided to the Corps, as described in national general condition 32, Pre-Construction Notification (PCN), including, where applicable:

a. A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project discharge(s) would cause, best management practices (BMPs), and proposed means to monitor the discharge(s).

b. List of all federal, state or local agency authorizations required to be used for anypart of the proposed project or any related activity.

c. Drawings indicating the OHWM, delineation of special aquatic sites, and other waters of

the state. Wetland delineations must be prepared in accordance with thecurrent method required by the Corps and shall include Ecology's Wetland Rating form. Wetland Rating forms are subject to review and verification by Ecology staff.

Guidance for determining the OHWM is available on Ecology's website.

d. A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See stategeneral condition 5.

e. Other applicable requirements of Corps NWP general condition 32, Corps regional conditions, or notification conditions of the applicable NWP.

Ecology **grants with conditions Water Quality Certification** (WQC) for this NWP provided that Ecology individual WQC review is not required per the state general conditions (see above) and the following conditions:

1. Ecology WQC review is required if the project or activity is in a known contaminatedor cleanup site to determine if an individual WQC is required or the project meets the programmatic WQC for this NWP.

2. Ecology individual WQC is required for projects or activities authorized under thisNWP if:
    a. The project or activity impacts more than 1/3 acre of waters; or

    b. This NWP is authorized in conjunction with any other NWP.

Environmental Protection Agency (EPA) (on Tribal Lands where Tribes Do Not Have Treatment in a Similar Manner as a State and Lands with Exclusive Federal Jurisdiction in Washington):

On behalf of the 28 tribes that do not have treatment in a similar manner as a state and for exclusive federal jurisdiction lands located within the state of Washington, EPA Region 10 has determined that CWA Section 401 WQC for the following proposed NWPs is granted with conditions. EPA Region 10 has determined that any discharge authorized under the following proposed NWPs will comply with water quality requirements, as defined at 40 C.F.R. § 121.1(n), subject to the following conditions pursuant to CWA Section 401(d).

General Conditions:

EPA General Condition 1 – Aquatic Resources of Special Concern

Activities resulting in a point source discharge in the following types of aquatic resources of special concern shall request an individual project-specific CWA Section 401 WQC: mature forested wetlands; bogs, fens and other peatlands; vernal pools; aspen-dominated wetlands; alkali wetlands; camas prairie wetlands; wetlands in dunal systems along the Oregon or Washington Coast; riffle-pool complexes of streams; marine or estuarine mud-flats; salt marshes; marine waters with native eelgrass or kelp beds; or marine nearshore forage fish habitat. To identify whether a project would occur in any of these aquatic resources of special concern, project proponents shall use existing and available information to identify the location and type of resources, including using the U.S. Fish and Wildlife Service's online digital National Wetland Inventory maps, identifying project location on topographical maps, and/or providing on-site determinations as required by the Corps. When a project requires a Pre-Construction Notification (PCN) to the Corps, project proponents shall work with the Corps to identify whether the project is in any of these specific aquatic resources of special concern.

EPA General Condition 2 – Soil Erosion and Sediment Controls

Turbidity shall not exceed background turbidity by more than 50 Nephelometric Turbidity Units (NTU) above background instantaneously or more than 25 NTU above background for more than ten consecutive days.[8] Projects or activities that are expected to exceed these levels require an individual project-specific CWA Section 401 WQC.

The turbidity standard shall be met at the following distances from the discharge:

Wetted Stream Width at Discharge Point	**Approximate Downstream Point to Sample to Determine Compliance**
Up to 30 feet	50 feet
>30 to 100 feet	100 feet
>100 feet to 200 feet	200 feet
>200 feet	300 feet
Lake, Pond, Reservoir	Lesser of 100 feet or maximum surface distance

For Marine Water	**Point of Compliance for Temporary Area of Mixing**
Estuaries or Marine Waters	Radius of 150 feet from the activity causing the turbidity exceedance

Measures to prevent and/or reduce turbidity shall be implemented and monitored prior to, during, and after construction. Turbidity monitoring shall be done at the point of compliance within 24 hours of a precipitation event of 0.25 inches or greater. During monitoring and maintenance, if turbidity limits are exceeded or if measures are identified as ineffective, then additional measures shall be taken to come into compliance and EPA shall be notified within 48 hours of the exceedance or measure failure.

EPA General Condition 3 - Compliance with Stormwater Pollution Prevention and the National Pollutant Discharge Elimination System Permit Provisions

For land disturbances during construction that 1) disturb one or more acres of land, or 2) will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land, the permittee shall obtain and implement Construction Stormwater General Permit requirements,[9] including:

1. The permittee shall develop a Stormwater Pollution Prevention Plan (SWPPP)[10] and submit it to EPA Region 10 and appropriate Corps District; and
2. Following construction, prevention or treatment of ongoing stormwater runoff from impervious surfaces that includes soil infiltration shall be implemented.

EPA General Condition 4 – Projects or Activities Discharging to Impaired Waters

Projects or activities are not authorized under the NWPs if the project will involve point source discharges into an active channel (e.g., flowing or open waters) of a water of the U.S. listed as impaired under CWA Section 303(d) and/or if the waterbody has an approved Total Maximum Daily Load (TMDL) and the discharge may result in further exceedance of a specific parameter (e.g., total suspended solids, dissolved oxygen, temperature) for which the waterbody is listed or has an approved TMDL. The current lists of impaired waters of the U.S. under CWA Section 303(d) and waters of the U.S. for which a TMDL has been approved are available on EPA Region 10's web site at: https://www.epa.gov/tmdl/impaired-waters-and-tmdls-region-10.

EPA General Condition 5 – Notice to EPA

All project proponents shall provide notice to EPA Region 10 prior to commencing construction activities authorized by a NWP. This will provide EPA Region 10 with the opportunity to inspect the activity for the purposes of determining whether any discharge from the proposed project will violate this CWA Section 401 WQC. Where the Corps requires a PCN for an applicable NWP, the project proponent shall also provide the PCN to EPA Region 10. EPA Region 10 will provide written notification to the project proponent if the proposed project will violate the water quality certification of the NWP.

EPA General Condition 6 – Unsuitable Materials

The project proponent shall not use wood products treated with leachable chemical components (e.g., copper, arsenic, zinc, creosote, chromium, chloride, fluoride, pentachlorophenol), which result in a discharge to waters of the U.S., unless the wood products meet the following criteria:

1. Wood preservatives and their application shall be in compliance with EPA label requirements and criteria of approved EPA Registration Documents under the Federal Insecticide, Fungicide, and Rodenticide Act;
2. Use of chemically treated wood products shall follow the Western Wood Preservatives Institute (WWPI) guidelines and BMPs to minimize the preservative migrating from treated wood into the aquatic environment;
3. For new or replacement wood structures, the wood shall be sealed with non-toxic products such as water-based silica or soy-based water repellants or sealers to prevent or limit leaching. Acceptable alternatives to chemically treated wood include untreated wood, steel (painted, unpainted or coated with epoxy petroleum compound or plastic), concrete and plastic lumber; and
4. All removal of chemically treated wood products (including pilings) shall follow the most recent "EPA Region 10 Best Management Practices for Piling Removal and Placement in Washington State."

EPA NWP Specific Conditions:

NWP 14 is conditionally certified, subject to the general conditions listed above, <u>except</u> that an individual project-specific WQC is required for projects authorized under one or more NWP by the Corps that result(s) in:

1. Greater than 1/10 acre of impacts to waters of the U.S.; or
2. Greater than 300 linear feet of impacts to waters of the U.S.

Specific Tribes with Certifying Authority (Projects in Specific Tribal Areas):
WQC was issued by the Swinomish Indian Tribal Community. WQC was waived by the Confederated Tribes of the Chehalis Reservation and Colville Indian Reservation, Kalispel Tribe of Indians, Port Gamble S'Klallam Tribe, Quinault Indian Nation, and the Spokane Tribe of Indians. WQC was denied by the Lummi Nation, Makah Tribe, Puyallup Tribe of Indians, and the Tulalip Tribes; therefore, individual WQC is required from these tribes.

F. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY RESPONSE FOR THIS NWP:

Ecology's determination is that they concur with conditions that this NWP is consistent with CZMA.

CZM Federal Consistency Response – Concur with Conditions.

1. A CZM Federal Consistency Decision is required for projects or activities under this NWP if a State 401 Water Quality Certification is required.

2. A CZM Federal Consistency Decision is required for projects or activities under this NWP if they are pre-empting local or state permit requirements necessary to demonstrate compliance with

the CZMP's enforceable policies.

US Army Corps of Engineers ®
Seattle District

NATIONWIDE PERMIT 46
Terms and Conditions

2021 NWPs - Final 41; Effective Date: February 25, 2022
amended with RGCs 10-14 June 28, 2024

A. Description of Authorized Activities
B. U.S. Army Corps of Engineers (Corps) National General Conditions for All Final 41 NWPs
C. Seattle District Regional General Conditions
D. Seattle District Regional Specific Conditions for this Nationwide Permit (NWP)
E. 401 Water Quality Certification (401 WQC) for this NWP
F. Coastal Zone Management Consistency Response for this NWP

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

46. Discharges in Ditches. Discharges of dredged or fill material into non-tidal ditches that are (1) constructed in uplands, (2) receive water from an area determined to be a water of the United States prior to the construction of the ditch, (3) divert water to an area determined to be a water of the United States prior to the construction of the ditch, and (4) determined to be waters of the United States. The discharge of dredged or fill material must not cause the loss of greater than one acre of waters of the United States.

This NWP does not authorize discharges of dredged or fill material into ditches constructed in streams or other waters of the United States, or in streams that have been relocated in uplands. This NWP does not authorize discharges of dredged or fill material that increase the capacity of the ditch and drain those areas determined to be waters of the United States prior to construction of the ditch.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authority: Section 404)

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL 2021 NWPs - FINAL 41

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

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause

unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated

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

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

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

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

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

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

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

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

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

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

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

tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

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

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

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

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

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

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

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

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

mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

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

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

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

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

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

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

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

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements)

may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

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

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

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

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

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

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

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

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual

coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

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

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:
(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1⁄3-acre.
(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

_____
(Transferee)

_____
(Date)

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

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to

satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

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

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

32. Pre-Construction Notification. (a) *Timing*. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

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

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

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

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

(2) Location of the proposed activity;

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

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

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

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

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

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

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

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

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

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

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

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

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

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

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

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

C. SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to the 2021 NWPs - Final 41 NWPs for the Seattle District in Washington State, as applicable.

RGC 1, Project Drawings
Drawings must be submitted with a pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the United States will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

RGC 2, Aquatic Resources Requiring Special Protection
A PCN is required for activities resulting in a loss of waters of the United States in wetlands in dunal systems along the Washington coast, mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, and wetlands in coastal lagoons.

RGC 3, New Bank Stabilization in Tidal Waters of Puget Sound
Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11, and 12 (within the areas identified on Figures 1a through 1e) cannot be authorized by NWP.

RGC 4, Commencement Bay
No permanent losses of wetlands or mudflats within the Commencement Bay Study Area may be authorized by any NWP (see Figure 2).

RGC 5, Bank Stabilization
All projects including new or maintenance bank stabilization activities in waters of the United States where salmonid species are present or could be present, requires PCN to the U.S. Army Corps of Engineers (Corps) (see NWP general condition 32).

For new bank stabilization projects only, the following must be submitted to the Corps:

a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.

b. The type and length of existing bank stabilization within 300 feet of the proposed project.

c. A description of current conditions and expected post-project conditions in the waterbody.

d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

RGC 6, Crossings of Waters of the United States
Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the U.S. Army Corps of Engineers (see NWP general condition 32).

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the Water Crossing Design Guidelines (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or

could be present, the applicant must provide a rationale in the PCN sufficient to establish one of the following:

a. The existence of extraordinary site conditions.

b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

RGC 7, Stream Loss
A PCN is required for all activities that result in the loss of any linear feet of streams.

RGC 8, Construction Boundaries
Permittees must clearly mark all construction area boundaries within waters of the United States before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

RGC 9, ESA Reporting to NMFS
For any nationwide permit that may affect threatened or endangered species:

Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries, National Marine Fisheries Service (NMFS) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NMFS, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by the NMFS to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

RGC 10, Limitations on New Bank Stabilization Within the Salish Sea
The length of new bank stabilization within waters of the U.S., including new bank stabilization associated with maintenance activities that would expand previously authorized armoring length, cannot exceed 50 linear feet within the Salish Sea under any NWP.

RGC 11, Effects to Forage Fish Spawning Beaches, Drift Cells, and Feeder Bluffs)
No NWP activity can:

a. cause more than minimal adverse effects to forage fish spawning beaches or drift cells; or

b. prevent the functioning of feeder bluffs, including more than minimal adverse effects to sediment recruitment, transport, or deposition.

This regional general condition applies to all NWP activities within the Salish Sea. Information regarding the location of forage fish spawning beaches is available on the Washington Department of Fish and Wildlife's (WDFW) Forage Fish Spawning Map at https://wdfw.maps.arcgis.com/home/webmap/viewer.html?webmap=19b8f74e2d41470cbd80b1af8dedd6b3. Information regarding the location and movement of drift cells, shoreline stability, and coastal landforms, to include feeder bluffs, is available at the Washington State Department of Ecology's

Coastal Atlas Map website: https://apps.ecology.wa.gov/coastalatlasmap. These maps are resources that can be used to help identify the location of forage fish spawning beaches, drift cells, and feeder bluffs; they are not a substitute for site-specific data. Information about forage fish, their spawning habitats, and spawning behavior are available through the WDFW. Additional information about the importance of these species as prey species for Endangered Species Act listed salmonids can be found on the National Marine Fisheries Service website.

RGC 12, Bank Stabilization Design Considerations
Bank stabilization activities, including maintenance activities, shall utilize living shorelines, vegetative stabilization, bioengineering, including but not limited to large woody material with intact root wads, and other soft bank stabilization approaches to the maximum practicable extent before considering hard bank stabilization methods such as bulkheads and rock revetments.

RGC 13, PCNs for Activities in Areas Where There May Be Treaty-Reserved Tribal Rights
To ensure compliance with General Condition 17, Tribal Rights, a pre-construction notification (PCN) is required for all NWPs associated with structures or fills in areas where Tribes have retained via treaty the right to fish in their usual and accustomed grounds and stations.

RGC 14, Maintenance of Existing Bank Stabilization Structures and Fills
(Applicable to NWP 3, Maintenance Activities) Maintenance of existing bank stabilization structures that expand the existing structure's footprint or dimensions either waterward, vertically, or linearly along the shoreline within the geographic jurisdiction of the U.S. Army Corps of Engineers are not eligible for NWP 3.

D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP: None

E. 401 WATER QUALITY CERTIFICATION: Depending on the geographic region of the work authorized by this verification, the appropriate 401 certifying authority has made the following determinations:

Washington Department of Ecology (Ecology) (Projects in all areas except as described for the other certifying agencies listed below): General and Specific WQC Conditions

A. State General Conditions for all Nationwide Permits

In addition to all of the U.S. Army Corps of Engineers' (Corps) national and Seattle District'sregional permit conditions, the following state general Water Quality Certification (WQC) conditions **apply to all NWPs whether granted or granted with conditions** in Washington where Ecology is the certifying authority.

Due to the lack of site specific information on the discharge types, quantities, and specific locations, as well as the condition of receiving waters and the quantity of waters (including wetlands) that may be lost, Ecology may need to review the project if one of the following stategeneral conditions is triggered.

This case-by-case review may be required, and additional information regarding the project and associated discharges may be needed, to verify that the proposed project would comply with state water quality requirements and if an individual WQC is required or if the project meets this programmatic WQC.

1. **In-water construction activities**. Ecology WQC review is required for projects or activities authorized under NWPs where the project proponent has indicated on the Joint Aquatic Resource Permit Application (JARPA) question 9e that the project or activity will not meet State water quality standards, or has provided information indicating that the project or activity will cause, or may be likely to cause or contributeto an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC).

Note: In-water activities include any activity within a jurisdictional wetland and/orwaters.

2. **Projects or Activities Discharging to Impaired Waters**. Ecology WQC review is required for projects or activities that will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listedparameter to determine if the project meets this programmatic WQC or will require individual WQC.

To determine if your project or activity is in a 303(d) listed segment of a waterbody, visitEcology's Water Quality Assessment webpage for maps and search tools.

3. **Aquatic resources requiring special protection**. Certain aquatic resources are unique and difficult-to-replace components of the aquatic environment in Washington. Activities that would affect these resources must be avoided to the greatest extent practicable. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscapesettings.

Ecology WQC review is required for projects or activities in areas identified below to determine if the project meets this programmatic WQC or will require individual WQC.

a. Activities in or affecting the following aquatic resources:
   i. Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):
      - Estuarine wetlands.
      - Wetlands of High Conservation Value.
      - Bogs.
      - Old-growth forested wetlands and mature forested wetlands.
      - Wetlands in coastal lagoons.
      - Wetlands in dunal systems along the Washington coast.
      - Vernal pools.
      - Alkali wetlands.

   ii. Fens, aspen-dominated wetlands, camas prairie wetlands.

   iii. Category I wetlands.

   iv. Category II wetlands with a habitat score ≥ 8 points.

b. Activities in or resulting in a loss of eelgrass (Zostera marina) beds.

This state general condition does not apply to the following NWPs:
NWP 20 – Response Operations for Oil and Hazardous Substances
NWP 32 – Completed Enforcement Actions
NWP 48 – Commercial Shellfish Mariculture Activities

4. **Loss of More than 300 Linear Feet of Streambed.** For any project that results in the lossof more than 300 linear feet of streambed Ecology WQC review is required to determineif the project meets this programmatic WQC or will require individual WQC.

5. **Temporary Fills.** For any project or activity with temporary fill in wetlands or other waters for more than six months Ecology WQC review is required to determine if theproject meets this programmatic WQC or will require individual WQC.

6. **Mitigation.** Project proponents are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resourceswherever practicable.

For projects requiring Ecology WQC review or an individual WQC with unavoidable impacts to aquatics resources, a mitigation plan must be provided.

a. Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at aminimum, include the following:

i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.

ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).

iii. The rationale for the mitigation site that was selected.

iv. The goals and objectives of the compensatory mitigation project.

v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.

vi. How it will be maintained and monitored to assess progress toward goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.

vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans.

Ecology encourages the use of alternative mitigation approaches, includingcredit/debit methodology, advance mitigation, and other programmatic approaches such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

b. Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

7. **Stormwater Pollution Prevention**. All projects involving land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoiddischarge of pollutants in stormwater runoff to waters.

a. For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.

b. Following construction, prevention or treatment of on-going stormwater runofffrom impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permitinformation are available on Ecology's website.

8. **Application**. For projects or activities that will require Ecology WQC review, or anindividual WQC, project proponents must provide Ecology with a JARPA or the equivalent information, along with the documentation provided to the Corps, as described in national general condition 32, Pre-Construction Notification (PCN), including, where applicable:

    a. A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project discharge(s) would cause, best management practices (BMPs), and proposed means to monitor the discharge(s).

    b. List of all federal, state or local agency authorizations required to be used for anypart of the proposed project or any related activity.

    c. Drawings indicating the OHWM, delineation of special aquatic sites, and other waters of the state. Wetland delineations must be prepared in accordance with thecurrent method required by the Corps and shall include Ecology's Wetland Rating form. Wetland Rating forms are subject to review and verification by Ecology staff.

    Guidance for determining the OHWM is available on Ecology's website.

    d. A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See stategeneral condition 5.

    e. Other applicable requirements of Corps NWP general condition 32, Corps regional conditions, or notification conditions of the applicable NWP.

Ecology **grants with conditions Water Quality Certification** (WQC) for this NWP provided that Ecology individual WQC review is not required per the state general conditions (see above) and the following conditions:

Ecology Section 401 Water Quality Certification – Granted with conditions. Ecologyindividual WQC is required for projects or activities authorized under this NWP if:

1. The project or activity involves impacts to waters greater than ½ acre.

Environmental Protection Agency (EPA) (on Tribal Lands where Tribes Do Not Have Treatment in a Similar Manner as a State and Lands with Exclusive Federal Jurisdiction in Washington):

On behalf of the 28 tribes that do not have treatment in a similar manner as a state and for exclusive federal jurisdiction lands located within the state of Washington, EPA Region 10 has determined that CWA Section 401 WQC for the following proposed NWPs is granted with conditions. EPA Region 10 has determined that any discharge authorized under the following proposed NWPs will comply with water quality requirements, as defined at 40 C.F.R. § 121.1(n), subject to the following conditions pursuant to CWA Section 401(d).

General Conditions:

EPA General Condition 1 – Aquatic Resources of Special Concern
Activities resulting in a point source discharge in the following types of aquatic resources of special concern shall request an individual project-specific CWA Section 401 WQC: mature forested wetlands; bogs, fens and other peatlands; vernal pools; aspen-dominated wetlands; alkali wetlands; camas

prairie wetlands; wetlands in dunal systems along the Oregon or Washington Coast; riffle-pool complexes of streams; marine or estuarine mud-flats; salt marshes; marine waters with native eelgrass or kelp beds; or marine nearshore forage fish habitat. To identify whether a project would occur in any of these aquatic resources of special concern, project proponents shall use existing and available information to identify the location and type of resources, including using the U.S. Fish and Wildlife Service's online digital National Wetland Inventory maps, identifying project location on topographical maps, and/or providing on-site determinations as required by the Corps. When a project requires a Pre-Construction Notification (PCN) to the Corps, project proponents shall work with the Corps to identify whether the project is in any of these specific aquatic resources of special concern.

EPA General Condition 2 – Soil Erosion and Sediment Controls

Turbidity shall not exceed background turbidity by more than 50 Nephelometric Turbidity Units (NTU) above background instantaneously or more than 25 NTU above background for more than ten consecutive days.[8] Projects or activities that are expected to exceed these levels require an individual project-specific CWA Section 401 WQC.

The turbidity standard shall be met at the following distances from the discharge:

Wetted Stream Width at Discharge Point	**Approximate Downstream Point to Sample to Determine Compliance**
Up to 30 feet	50 feet
>30 to 100 feet	100 feet
>100 feet to 200 feet	200 feet
>200 feet	300 feet
Lake, Pond, Reservoir	Lesser of 100 feet or maximum surface distance

For Marine Water	**Point of Compliance for Temporary Area of Mixing**
Estuaries or Marine Waters	Radius of 150 feet from the activity causing the turbidity exceedance

Measures to prevent and/or reduce turbidity shall be implemented and monitored prior to, during, and after construction. Turbidity monitoring shall be done at the point of compliance within 24 hours of a precipitation event of 0.25 inches or greater. During monitoring and maintenance, if turbidity limits are exceeded or if measures are identified as ineffective, then additional measures shall be taken to come into compliance and EPA shall be notified within 48 hours of the exceedance or measure failure.

EPA General Condition 3 - Compliance with Stormwater Pollution Prevention and the National Pollutant Discharge Elimination System Permit Provisions

For land disturbances during construction that 1) disturb one or more acres of land, or 2) will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land, the permittee shall obtain and implement Construction Stormwater General Permit requirements,[9] including:

1. The permittee shall develop a Stormwater Pollution Prevention Plan (SWPPP)[10] and submit it to EPA Region 10 and appropriate Corps District; and
2. Following construction, prevention or treatment of ongoing stormwater runoff from impervious surfaces that includes soil infiltration shall be implemented.

EPA General Condition 4 – Projects or Activities Discharging to Impaired Waters

Projects or activities are not authorized under the NWPs if the project will involve point source discharges into an active channel (e.g., flowing or open waters) of a water of the U.S. listed as impaired under CWA Section 303(d) and/or if the waterbody has an approved Total Maximum Daily Load (TMDL) and the discharge may result in further exceedance of a specific parameter (e.g., total suspended solids, dissolved oxygen, temperature) for which the waterbody is listed or has an approved TMDL. The current lists of impaired waters of the U.S. under CWA Section 303(d) and waters of the U.S. for which a TMDL has been approved are available on EPA Region 10's web site at: https://www.epa.gov/tmdl/impaired-waters-and-tmdls-region-10.

EPA General Condition 5 – Notice to EPA

All project proponents shall provide notice to EPA Region 10 prior to commencing construction activities authorized by a NWP. This will provide EPA Region 10 with the opportunity to inspect the activity for the purposes of determining whether any discharge from the proposed project will violate this CWA Section 401 WQC. Where the Corps requires a PCN for an applicable NWP, the project proponent shall also provide the PCN to EPA Region 10. EPA Region 10 will provide written notification to the project proponent if the proposed project will violate the water quality certification of the NWP.

EPA General Condition 6 – Unsuitable Materials

The project proponent shall not use wood products treated with leachable chemical components (e.g., copper, arsenic, zinc, creosote, chromium, chloride, fluoride, pentachlorophenol), which result in a discharge to waters of the U.S., unless the wood products meet the following criteria:

1. Wood preservatives and their application shall be in compliance with EPA label requirements and criteria of approved EPA Registration Documents under the Federal Insecticide, Fungicide, and Rodenticide Act;
2. Use of chemically treated wood products shall follow the Western Wood Preservatives Institute (WWPI) guidelines and BMPs to minimize the preservative migrating from treated wood into the aquatic environment;
3. For new or replacement wood structures, the wood shall be sealed with non-toxic products such as water-based silica or soy-based water repellants or sealers to prevent or limit leaching. Acceptable alternatives to chemically treated wood include untreated wood, steel (painted, unpainted or coated with epoxy petroleum compound or plastic), concrete and plastic lumber; and
4. All removal of chemically treated wood products (including pilings) shall follow the most recent "EPA Region 10 Best Management Practices for Piling Removal and Placement in Washington State."

EPA NWP Specific Conditions:

This NWP is conditionally certified, subject to the general conditions above, <u>except</u> that an individual project-specific WQC is required when the project will have:

1. Greater than 1/10 acre of impacts to waters of the U.S.; or
2. Greater than 300 linear feet of impacts to waters of the U.S.

Specific Tribes with Certifying Authority (Projects in Specific Tribal Areas):

WQC was issued by the Swinomish Indian Tribal Community. WQC was waived by the Confederated Tribes of the Chehalis Reservation and Colville Indian Reservation, Kalispel Tribe of Indians, Port Gamble S'Klallam Tribe, Quinault Indian Nation, and the Spokane Tribe of Indians. WQC was denied by the Lummi Nation, Makah Tribe, Puyallup Tribe of Indians, and the Tulalip Tribes; therefore, individual WQC is required from these tribes.

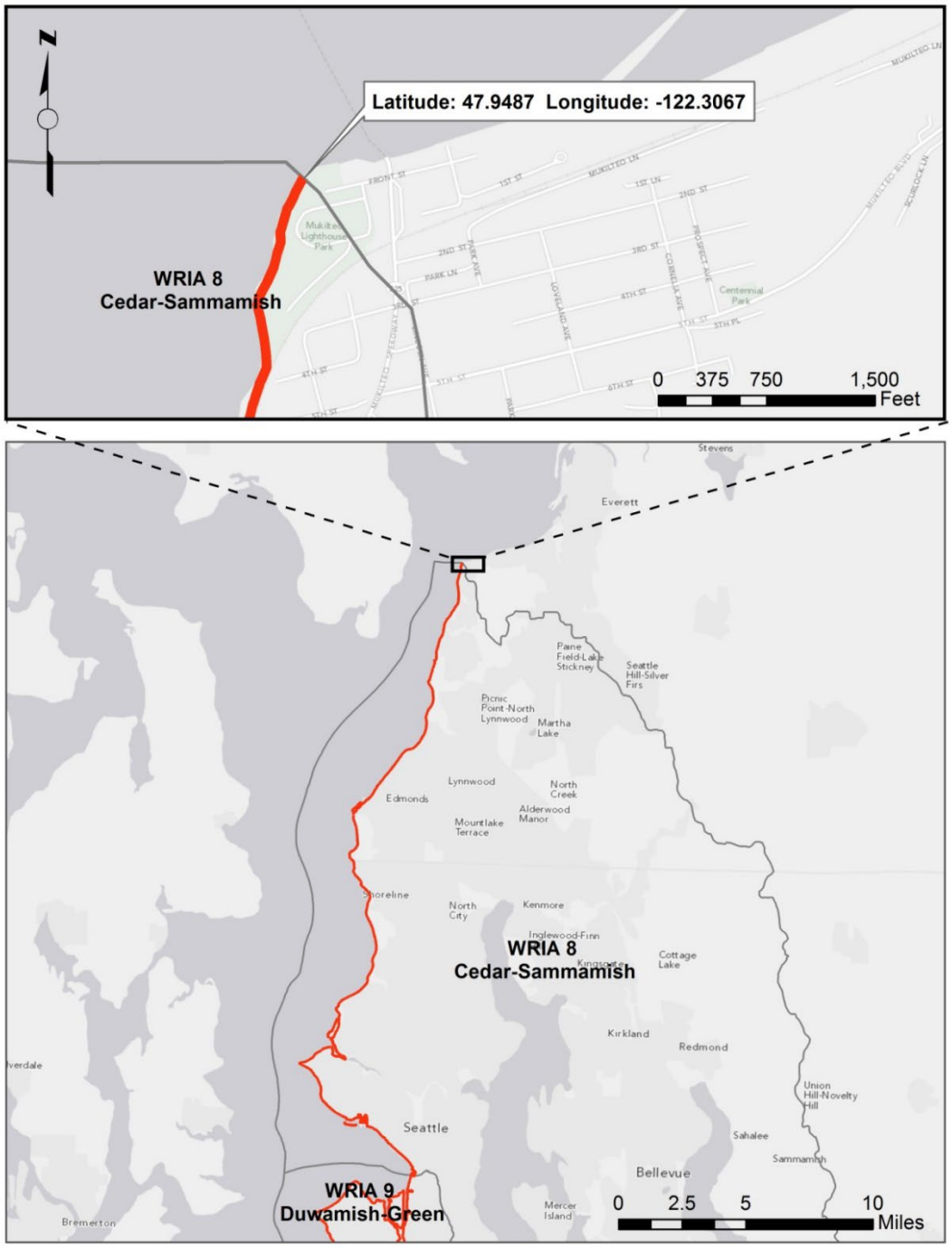
F. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY RESPONSE FOR THIS NWP:

Ecology's determination is that they concur with conditions that this NWP is consistent with CZMA.

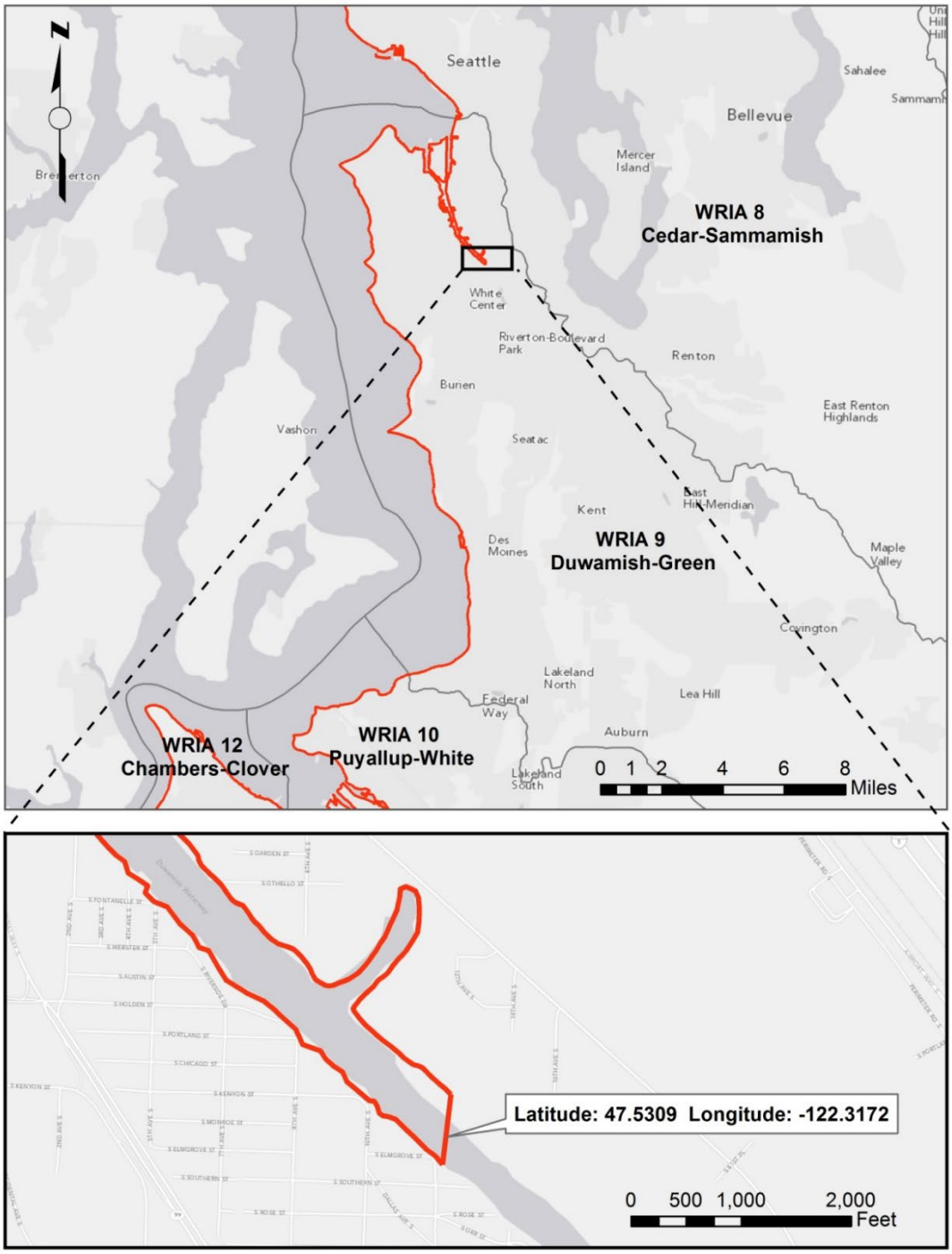
CZM Federal Consistency Response – Concur with Conditions.

1. A CZM Federal Consistency Decision is required for projects or activities under this NWP if a State 401 Water Quality Certification is required.

Seattle District Regional General Conditions - Figures
Figure 1: RGC 3 - WRIAs 8, 9, 10, 11, and 12
a. WRIA 8



b. WRIA 9


Seattle
Bellevue
Sahalee
Mercer Island
WRIA 8
Cedar-Sammamish
White Center
Riverton-Boulevard Park
Renton
Burien
East Renton Highlands
Vashon
Seatac
Kent
East Hill-Meridian
Des Moines
WRIA 9
Duwamish-Green
Maple Valley
Covington
Lakeland North
Lea Hill
Federal Way
Auburn
WRIA 12
Chambers-Clover
WRIA 10
Puyallup-White
Lakeland South
0 1 2 4 6 8
Miles
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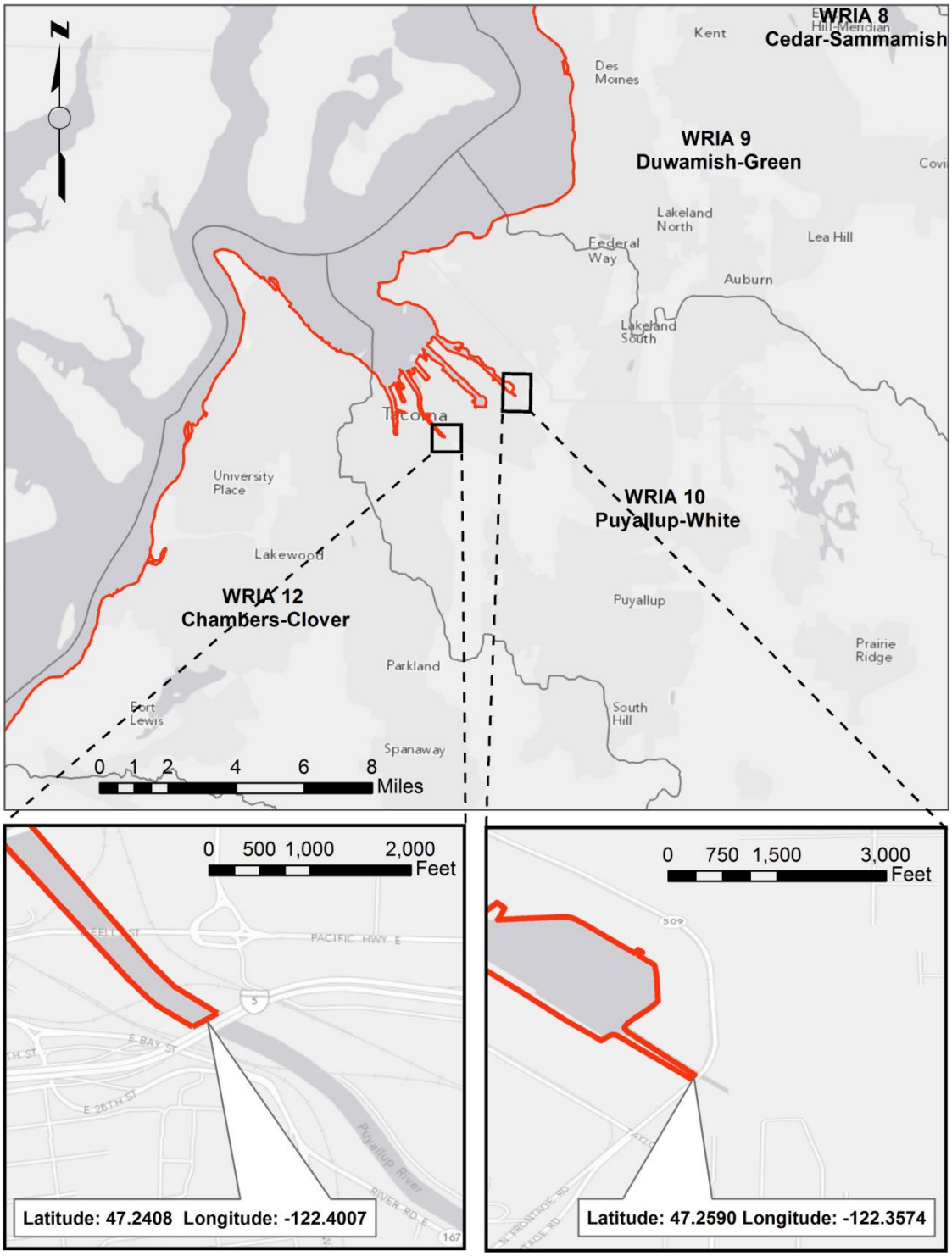
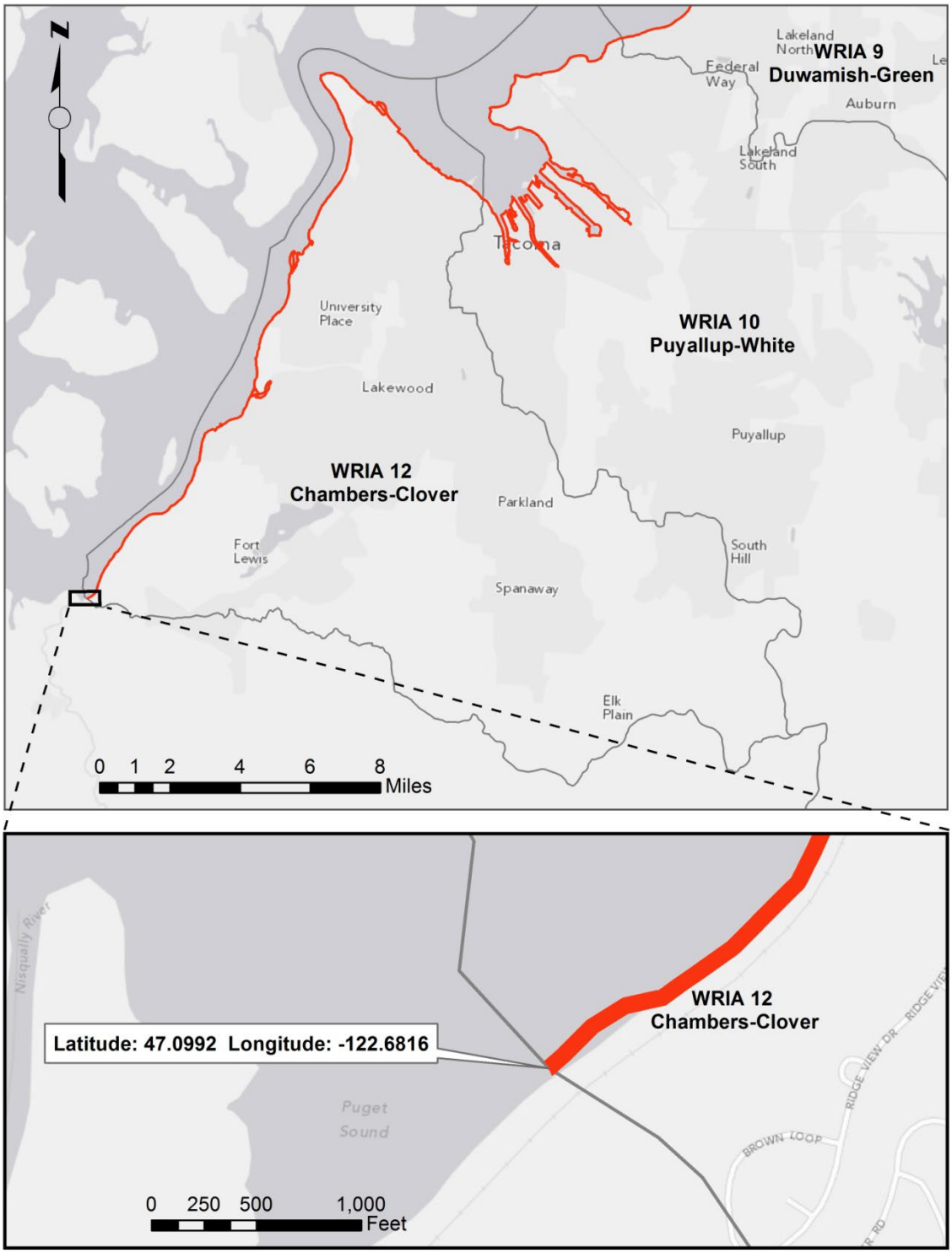
0 500 1,000 2,000
Feet

c. WRIA 10


WRIA 8
Cedar-Sammamish
Kent
Des Moines
WRIA 9
Duwamish-Green
Lakeland North
Lea Hill
Federal Way
Auburn
Lakeland South
Tacoma
University Place
WRIA 10
Puyallup-White
Lakewood
WRIA 12
Chambers-Clover
Puyallup
Prairie Ridge
Parkland
Fort Lewis
South Hill
Spanaway
0 1 2 4 6 8 Miles
0 500 1,000 2,000 Feet
Latitude: 47.2408 Longitude: -122.4007
0 750 1,500 3,000 Feet
Latitude: 47.2590 Longitude: -122.3574

d. WRIA 12


N
Lakeland North
WRIA 9
Duwamish-Green
Federal Way
Auburn
Lakeland South
Tacoma
University Place
WRIA 10
Puyallup-White
Lakewood
Puyallup
WRIA 12
Chambers-Clover
Parkland
Fort Lewis
South Hill
Spanaway
Elk Plain
0 1 2 4 6 8
Miles
Nisqually River
WRIA 12
Chambers-Clover
Latitude: 47.0992 Longitude: -122.6816
Puget Sound
BROWN LOOP
RIDGE VIEW DR
0 250 500 1,000
Feet

e. WRIA 11

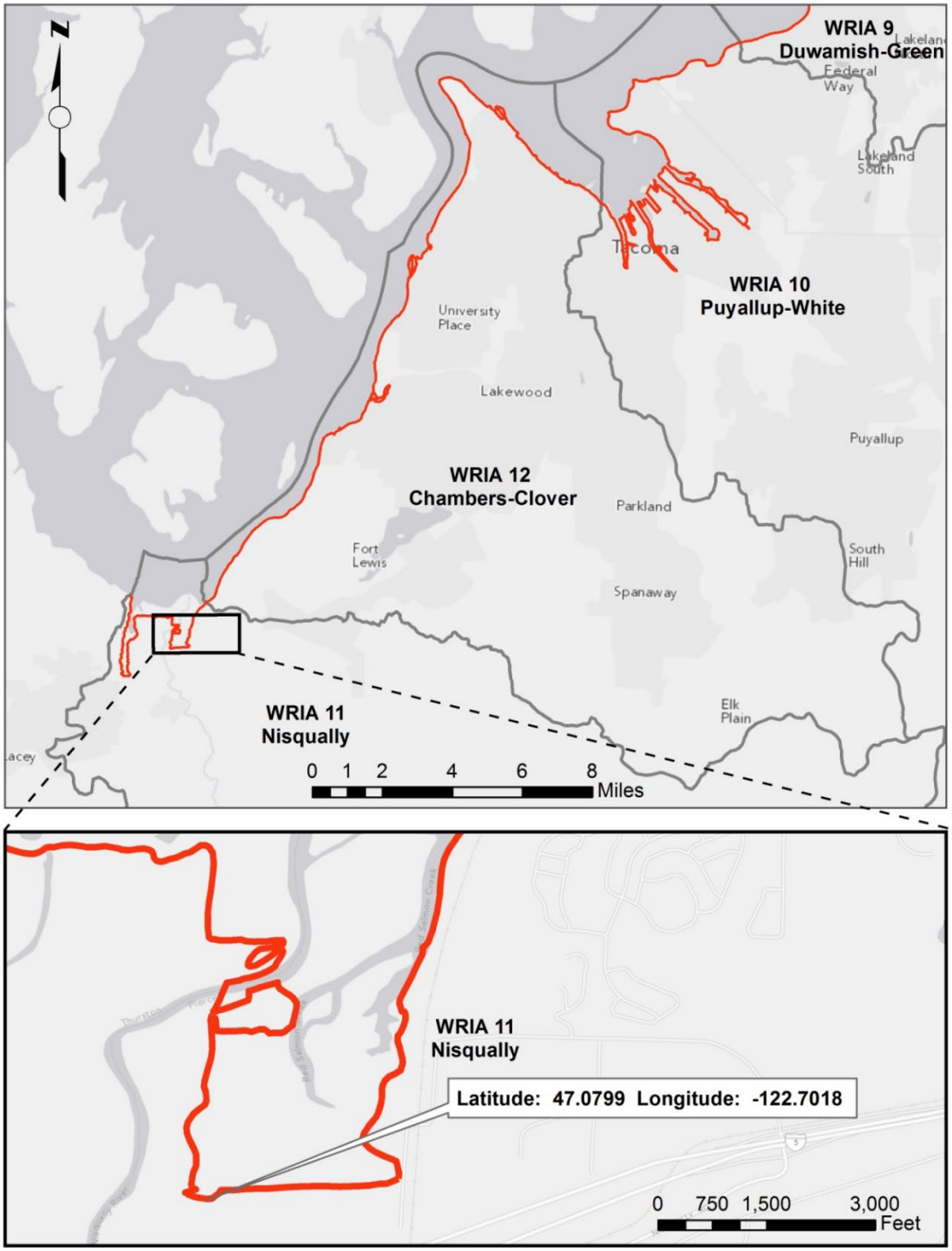
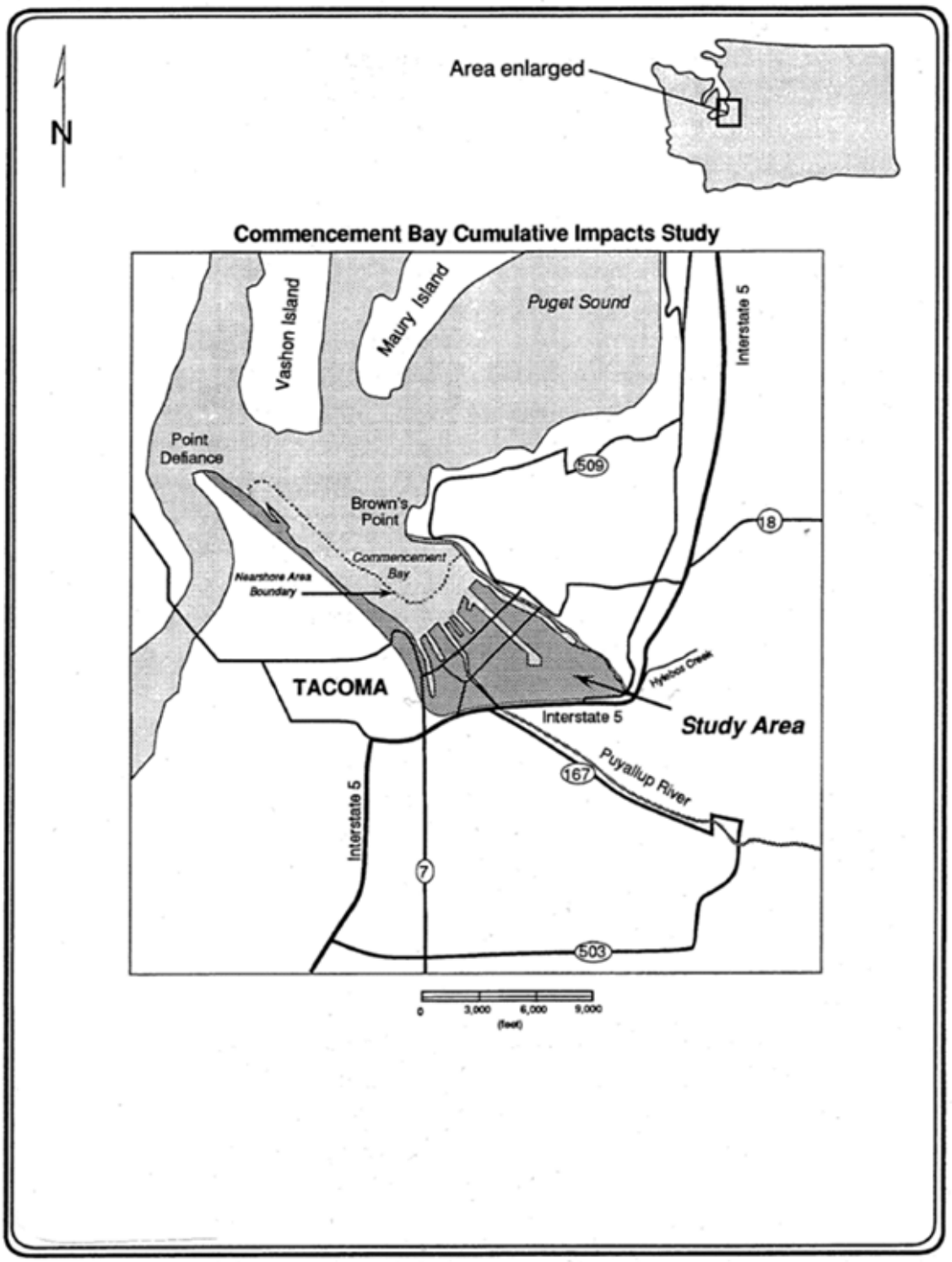

N
WRIA 9
Duwamish-Green
Federal Way
Lakeland South
Tacoma
WRIA 10
Puyallup-White
University Place
Lakewood
Puyallup
WRIA 12
Chambers-Clover
Parkland
Fort Lewis
South Hill
Spanaway
Elk Plain
WRIA 11
Nisqually
0 1 2 4 6 8
Miles
WRIA 11
Nisqually
Latitude: 47.0799 Longitude: -122.7018
0 750 1,500 3,000
Feet

Figure 2. RGC 4 - Commencement Bay Study Area



NPS PMIS NO. 239144 NPS DRWG. NO. XXX/XXXXX

PROJECT	SHEET NUMBER
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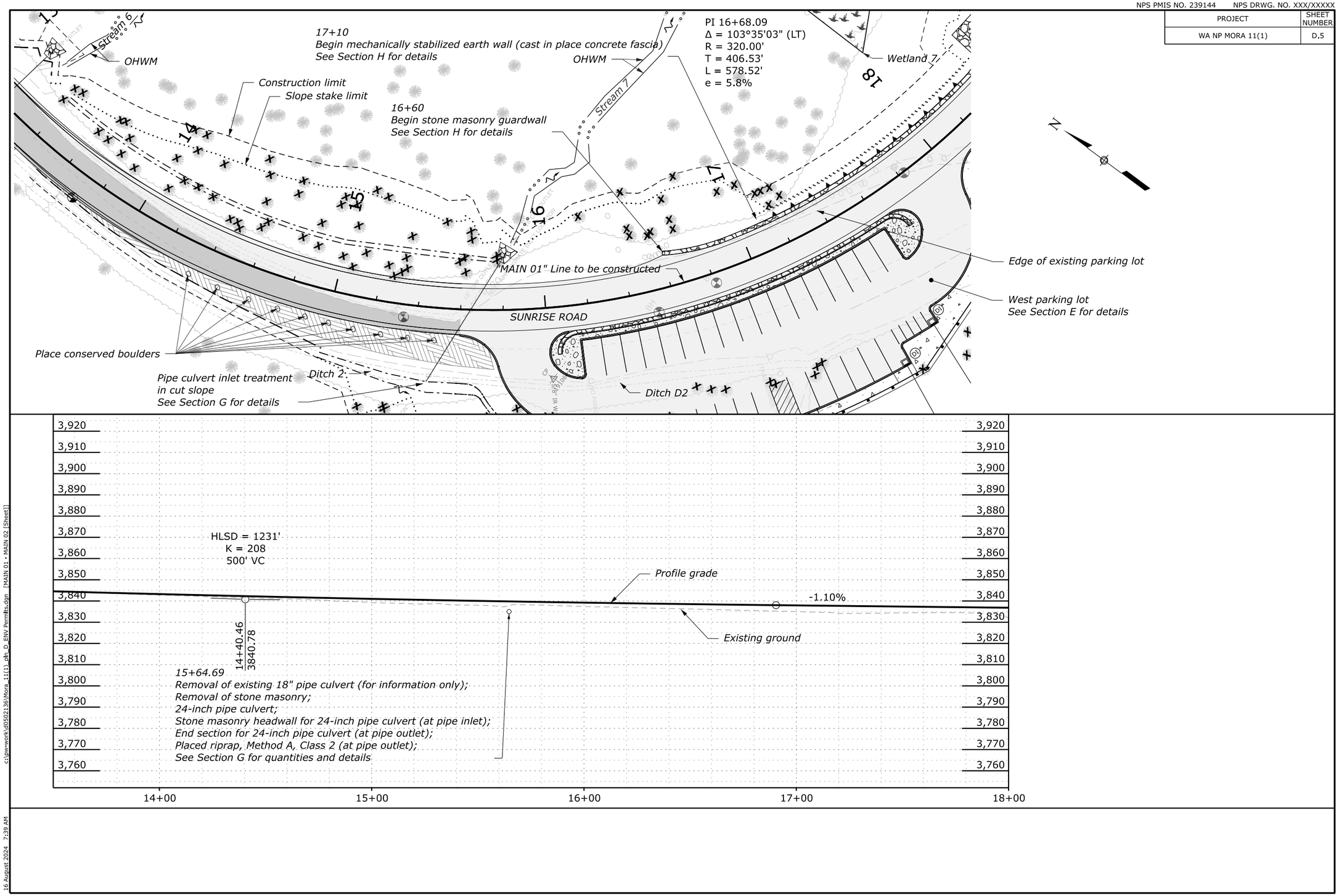

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PROJECT	SHEET NUMBER
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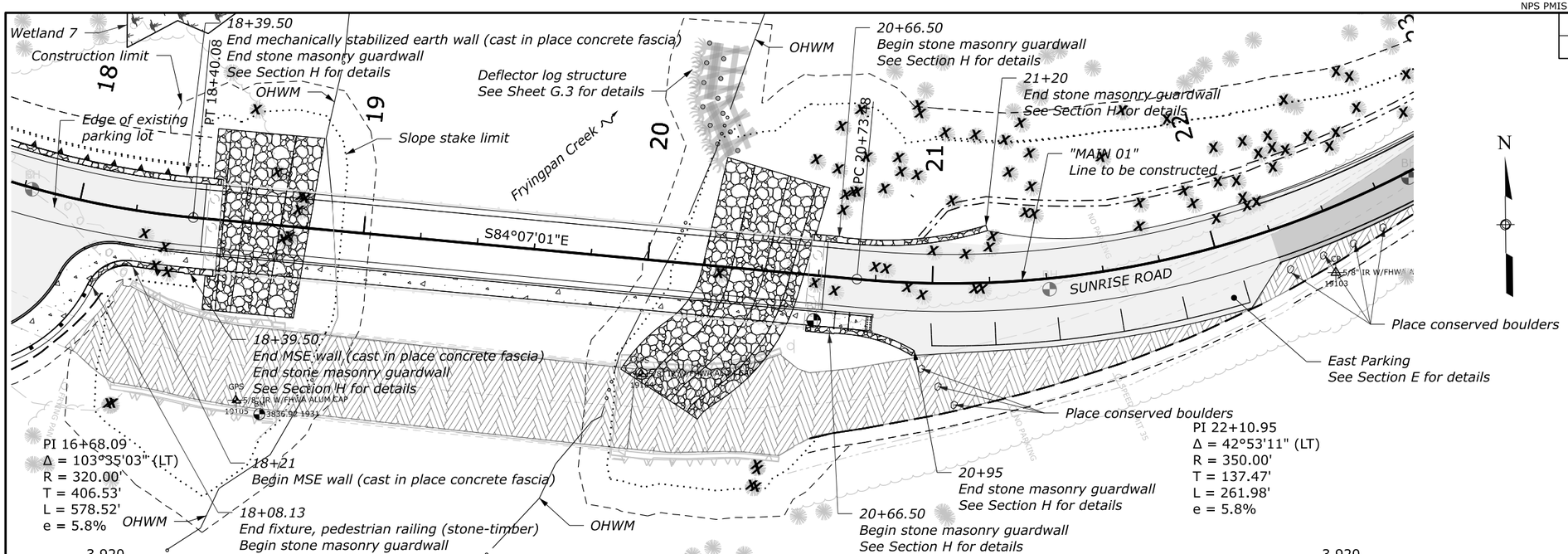

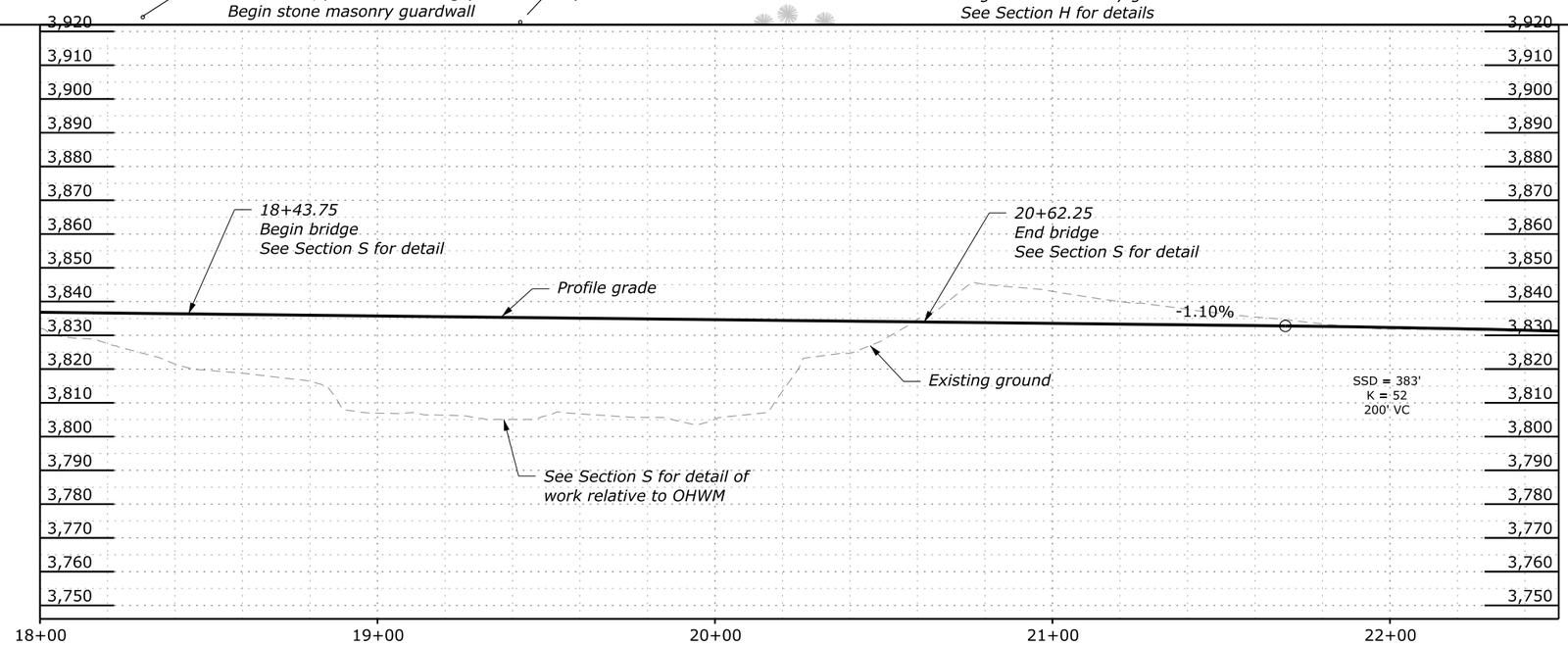

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16 August 2024 7:57 AM

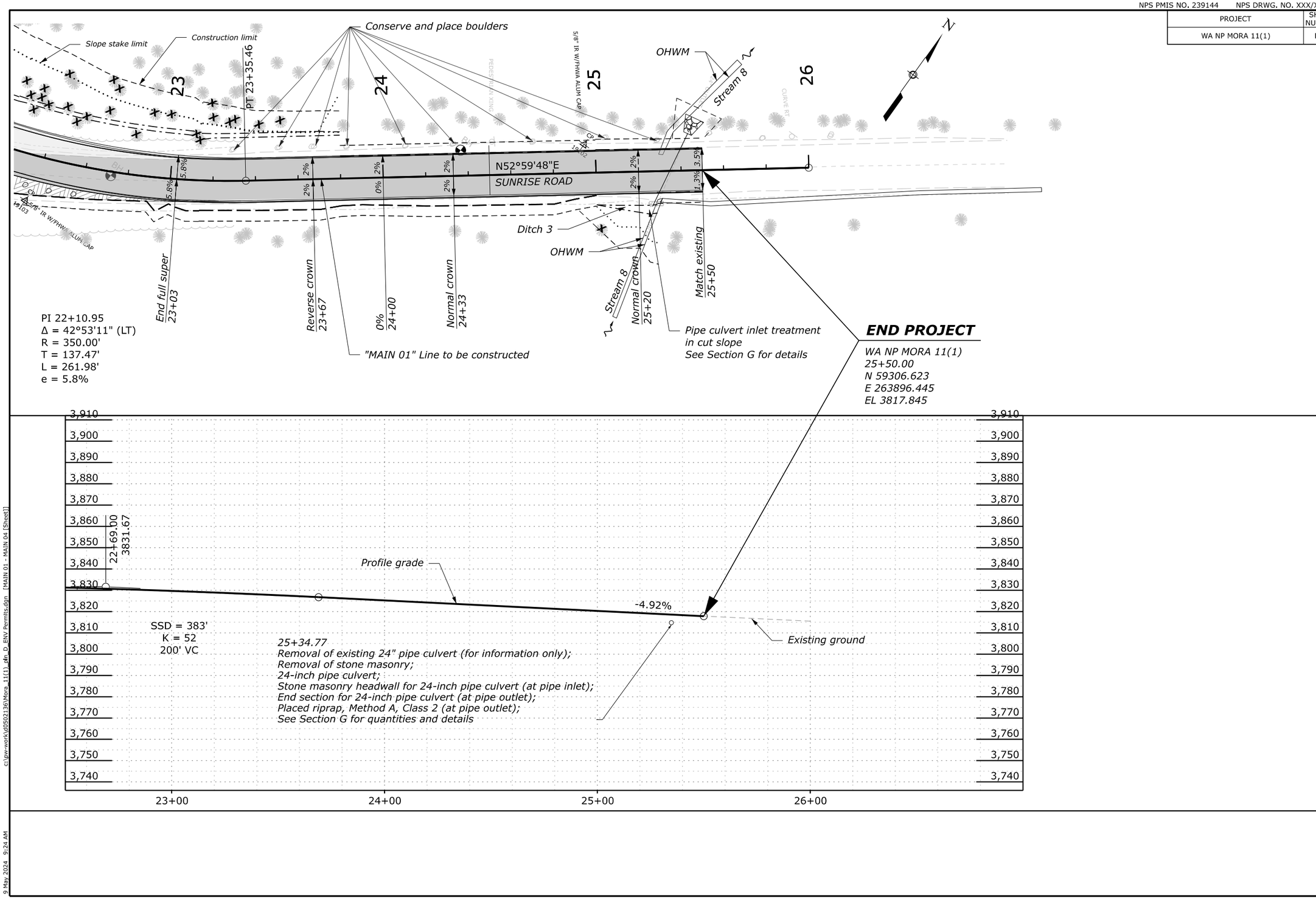
NWS-2025-0362

Proposed plans 7/19

Recieved on 6 May 2025

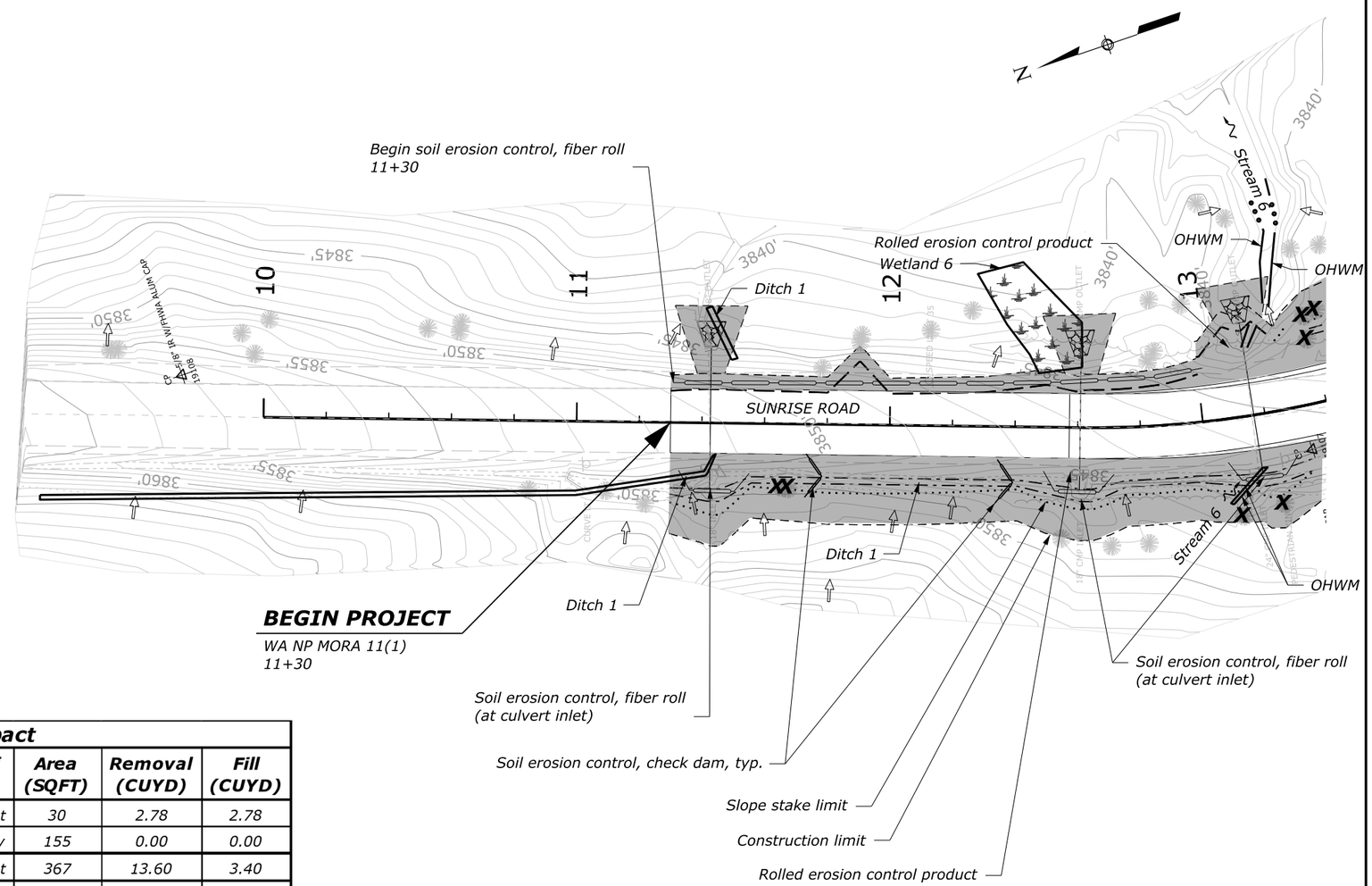
NPS PMIS NO. 239144 NPS DRWG. NO. XXX/X

PROJECT	SH NU
WA NP MORA 11(1)	I



NPS PMIS NO. 239144 NPS DRWG. NO. XXX/XXXXX

PROJECT	SHEET NUMBER
WA NP MORA 11(1)	F.2



In-water Work Impact

ID	Type of Work	Type of Impact	Area (SQFT)	Removal (CUYD)	Fill (CUYD)
Wetland 6	Pipe culvert replacement and riprap	Permanent	30	2.78	2.78
	Construction access for culvert work	Temporary	155	0.00	0.00
Ditch 1	Ditch regrade	Permanent	367	13.60	3.40
Stream 6	Pipe culvert replacement and riprap	Permanent	18	0.00	1.99
	Construction access for culvert work	Temporary	21	0.00	0.00

LEGEND:

- Install soil erosion control, silt fence
- Install soil erosion control, fiber rolls
- Install soil erosion control, check dams
- Rolled erosion control product
- X Trees to be removed (See Sheets F.6 to F.8 for tabulation)

SOIL EROSION AND SEDIMENT CONTROL 11+30 TO 13+20

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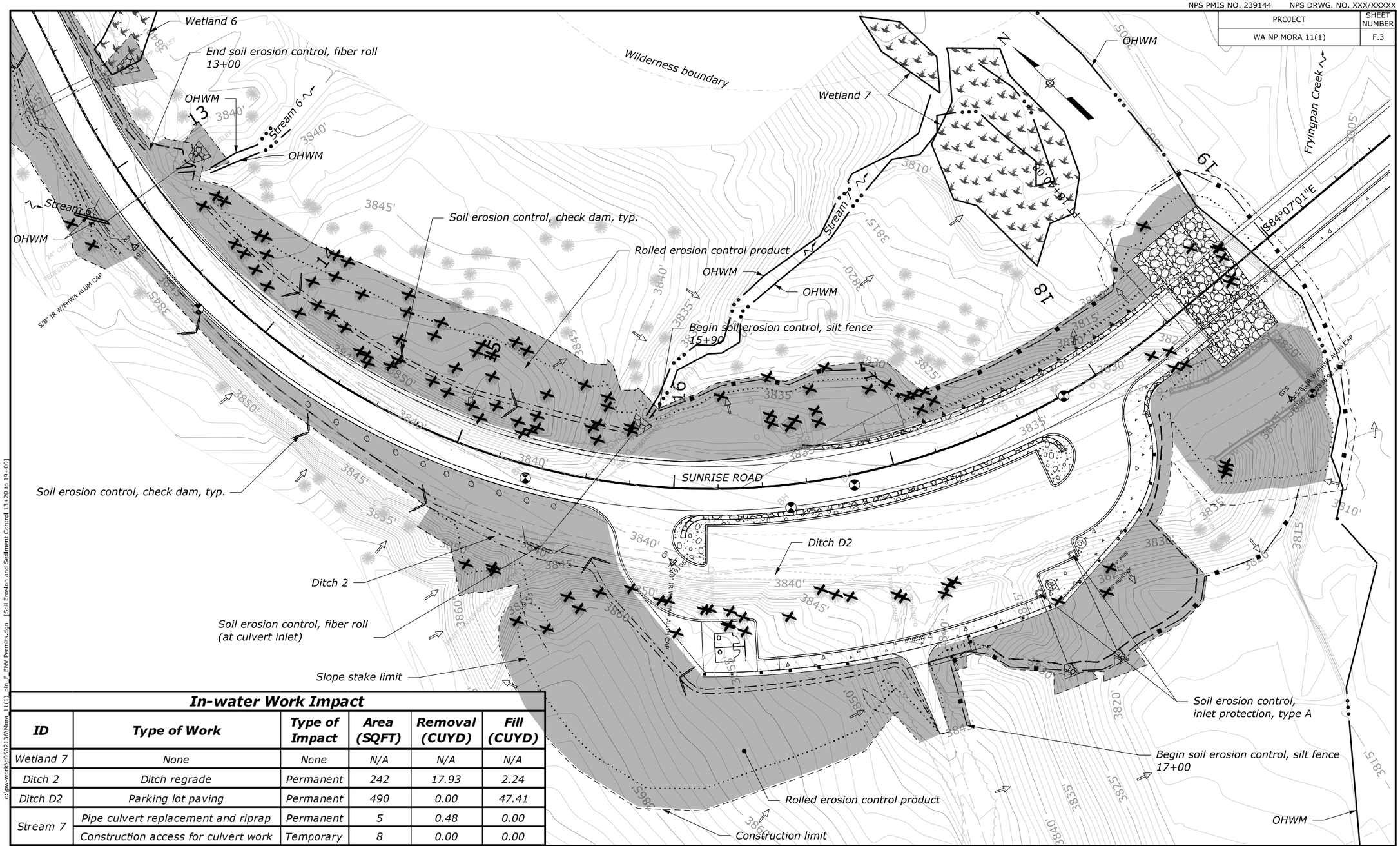

In-water Work Impact

ID	Type of Work	Type of Impact	Area (SQFT)	Removal (CUYD)	Fill (CUYD)
Wetland 7	None	None	N/A	N/A	N/A
Ditch 2	Ditch regrade	Permanent	242	17.93	2.24
Ditch D2	Parking lot paving	Permanent	490	0.00	47.41
Stream 7	Pipe culvert replacement and riprap	Permanent	5	0.48	0.00
	Construction access for culvert work	Temporary	8	0.00	0.00

LEGEND:

- Install soil erosion control, silt fence.
- Install soil erosion control, fiber rolls.
- Install soil erosion control, check dams.
- Rolled erosion control product
- X Trees to be removed (See Sheets F.6 to F.8 for tabulation)

SOIL EROSION AND SEDIMENT CONTROL 13+20 TO 19+00

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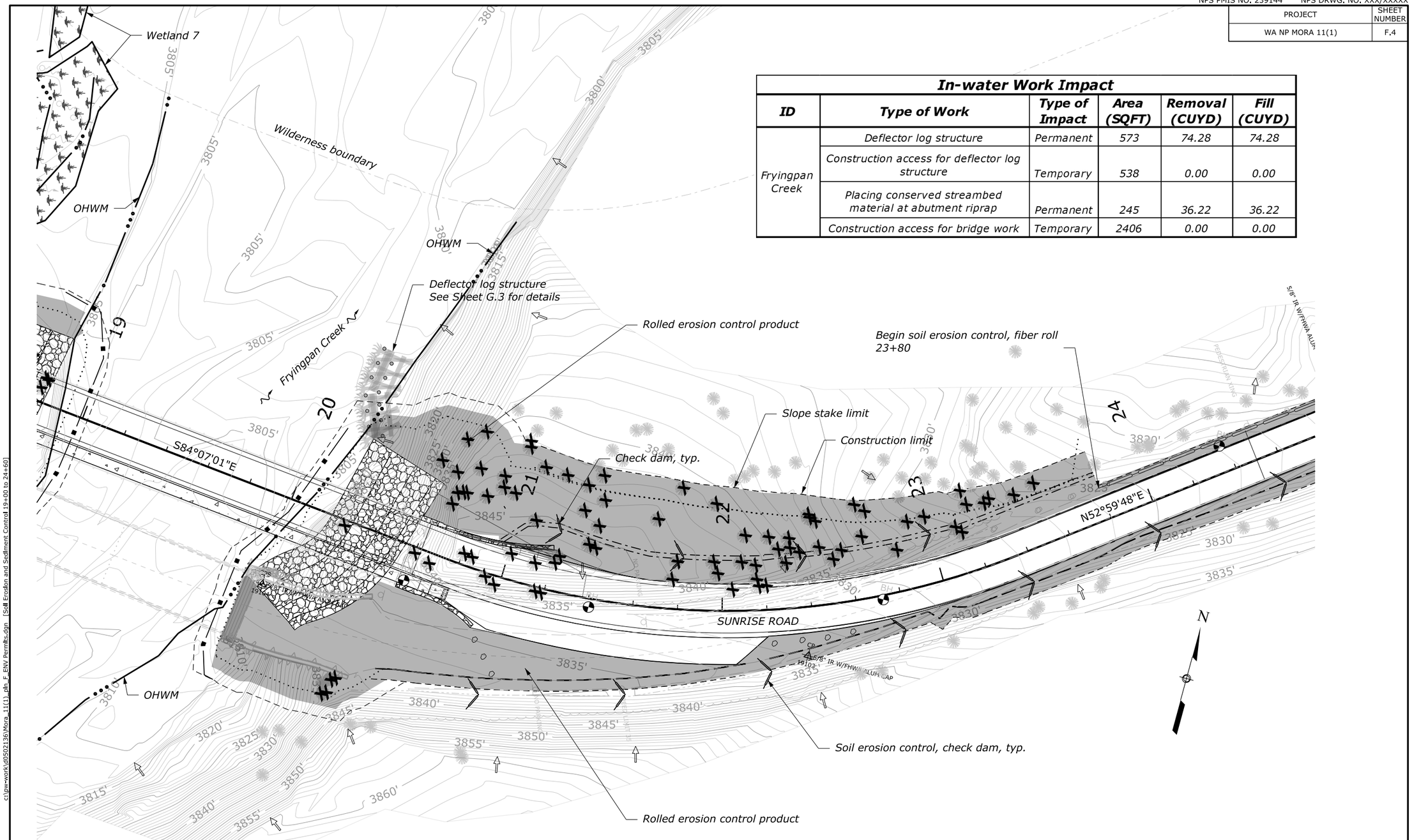
PROJECT	SHEET NUMBER
WA NP MORA 11(1)	F.4



In-water Work Impact

ID	Type of Work	Type of Impact	Area (SQFT)	Removal (CUYD)	Fill (CUYD)
Fryingpan Creek	Deflector log structure	Permanent	573	74.28	74.28
	Construction access for deflector log structure	Temporary	538	0.00	0.00
	Placing conserved streambed material at abutment riprap	Permanent	245	36.22	36.22
	Construction access for bridge work	Temporary	2406	0.00	0.00

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16 August 2024 8:34 AM

LEGEND:

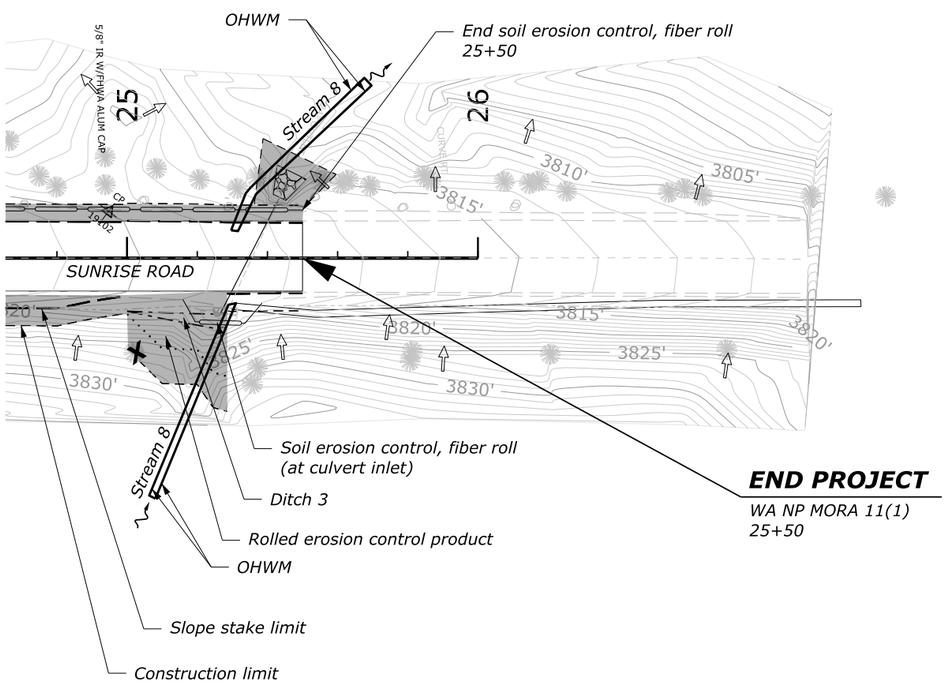
- Install soil erosion control, silt fence
- Install soil erosion control, fiber rolls
- Install soil erosion control, check dams
- Rolled erosion control product
- X Trees to be removed (See Sheets F.6 to F.8 for tabulation)

SOIL EROSION AND SEDIMENT CONTROL 19+00 TO 24+60

NWS-2025-0362
Proposed plans 11/19
Recieved on 6 May 2025

NPS PMIS NO. 239144 NPS DRWG. NO. XXX/XXXXX

PROJECT	SHEET NUMBER
WA NP MORA 11(1)	F.5



In-water Work Impact

ID	Type of Work	Type of Impact	Area (SQFT)	Removal (CUYD)	Fill (CUYD)
Ditch 3	Ditch regrade	Permanent	38	2.11	0.35
Stream 8	Pipe culvert replacement and riprap	Permanent	11	0.28	0.28
	Construction access for culvert work	Temporary	36	0.00	0.00

LEGEND:

Install soil erosion control, silt fence.

Install soil erosion control, fiber rolls.

Install soil erosion control, check dams.

Rolled erosion control product

X Trees to be removed (See Sheets F.6 to F.8 for tabulation)

SOIL EROSION AND SEDIMENT CONTROL 24+60 TO 25+50

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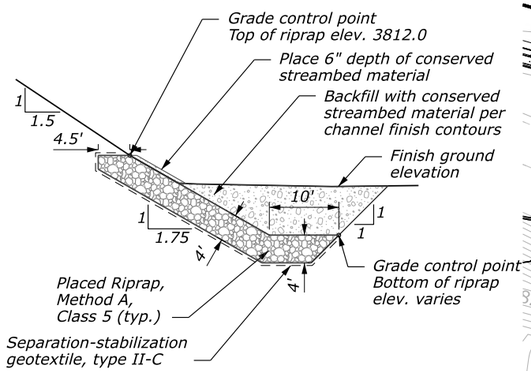
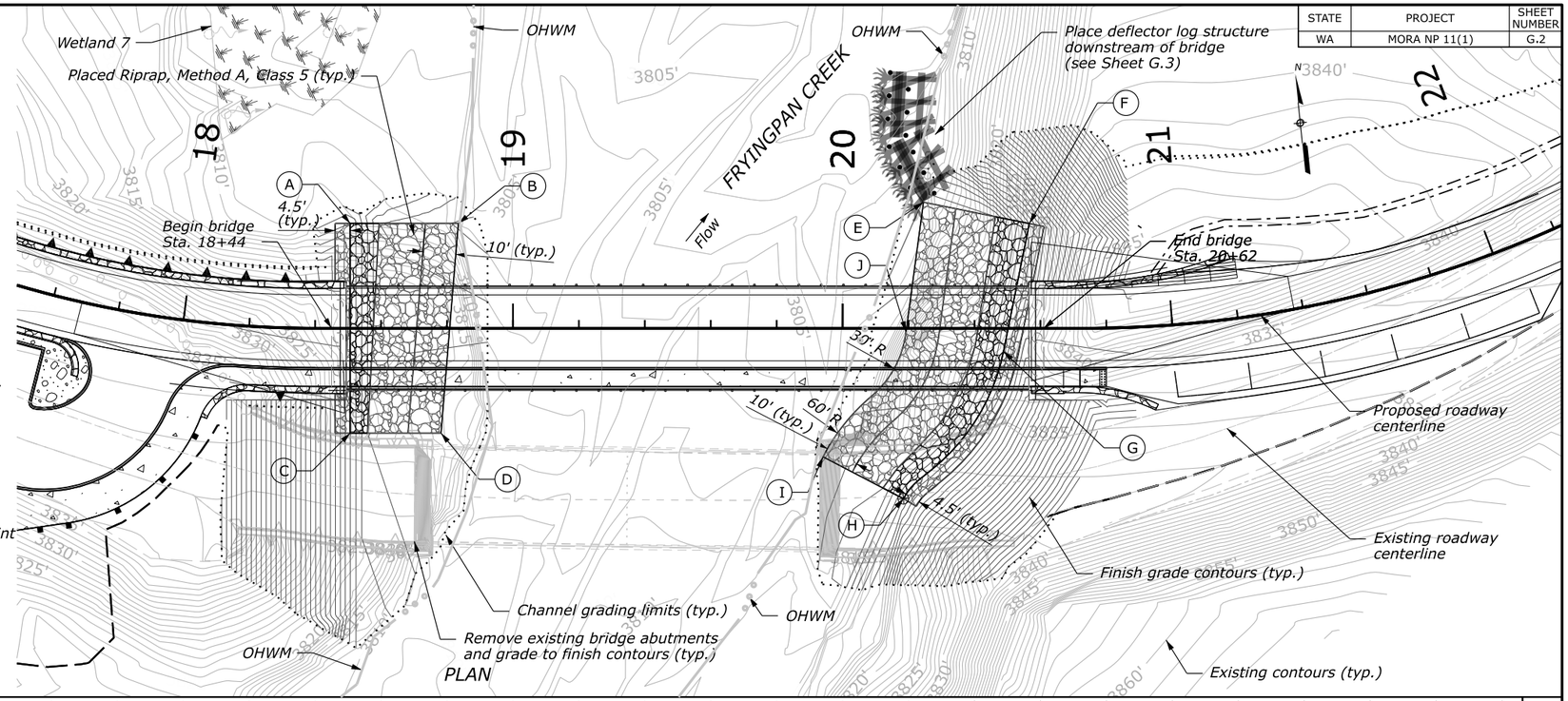
16 August 2024 8:33 AM

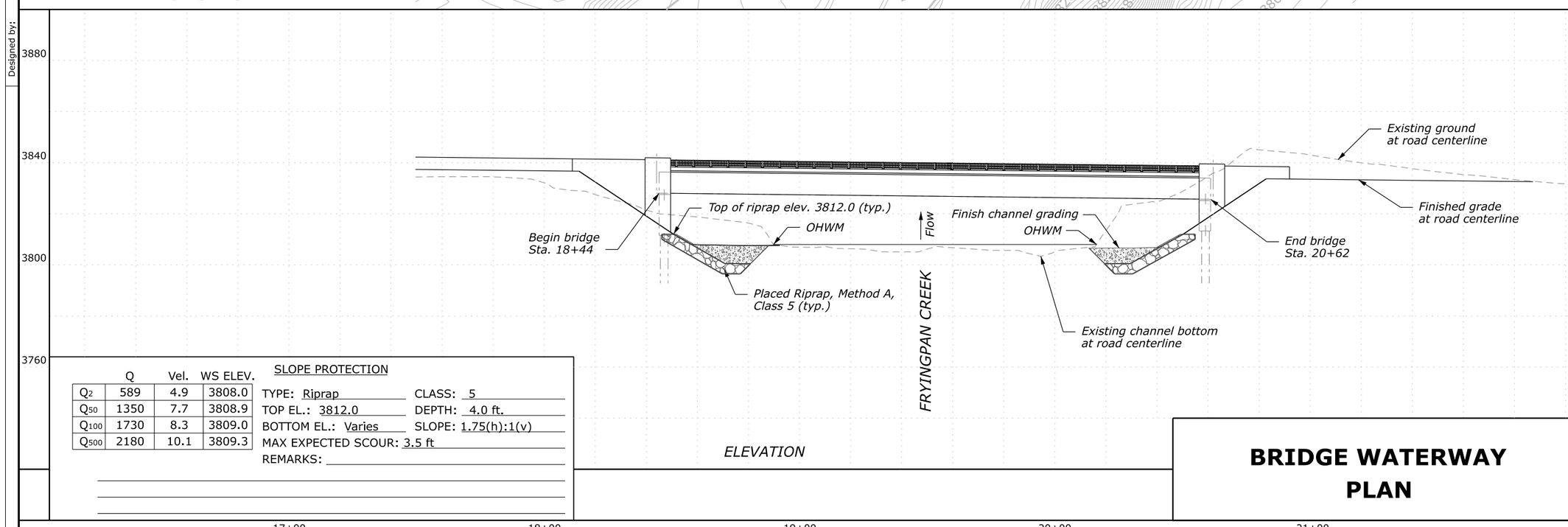
STATE	PROJECT	SHEET NUMBER
WA	MORA NP 11(1)	G.2

GRADING CONTROL POINTS				
POINT	NORTHING	EASTING	RIPRAP ELEV.	FINISH GROUND ELEV.
A	59133.22	263220.25	3812.0	3812.0
B	59129.86	263252.87	3799.0	3805.9
C	59069.96	263213.74	3802.0	3809.0
D	59067.14	263241.13	3812.0	3812.0
E	59121.83	263393.87	3799.0	3805.0
F	59112.09	263425.14	3812.0	3812.0
G	59074.30	263413.38	3812.0	3812.0
H	59032.97	263378.59	3812.0	3812.0
I	59048.10	263355.66	3802.0	3805.8
J	59083.23	263384.58	3800.5	3806.7



RIPRAP TYPICAL SECTION





	Q	Vel.	WS ELEV.
Q_2	589	4.9	3808.0
Q_{50}	1350	7.7	3808.9
Q_{100}	1730	8.3	3809.0
Q_{500}	2180	10.1	3809.3

SLOPE PROTECTION

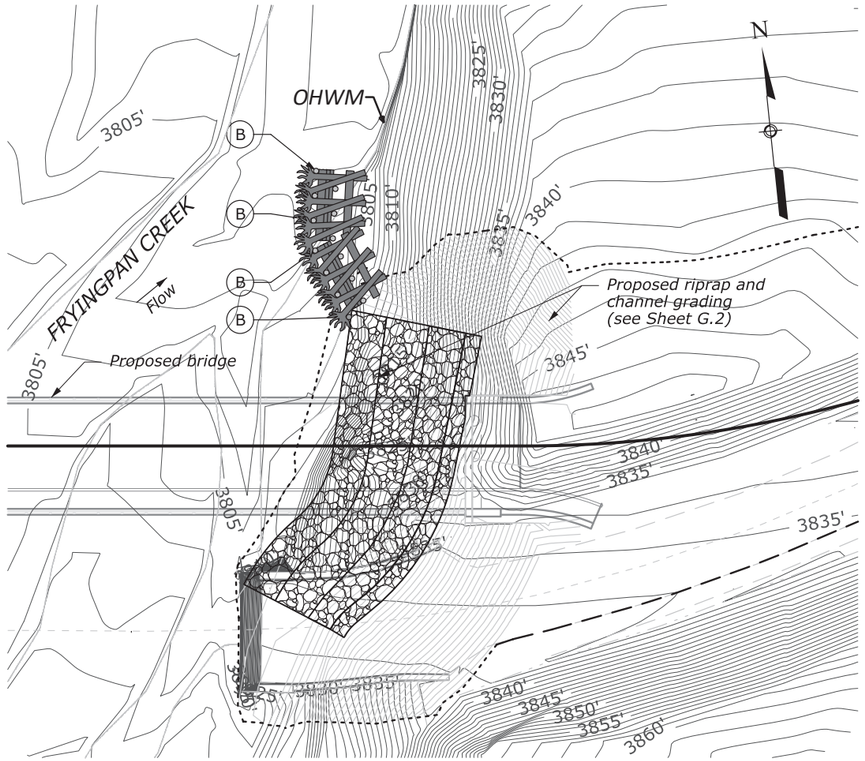
TYPE: Riprap CLASS: 5
TOP EL.: 3812.0 DEPTH: 4.0 ft.
BOTTOM EL.: Varies SLOPE: 1.75(h):1(v)
MAX EXPECTED SCOUR: 3.5 ft
REMARKS:

BRIDGE WATERWAY PLAN

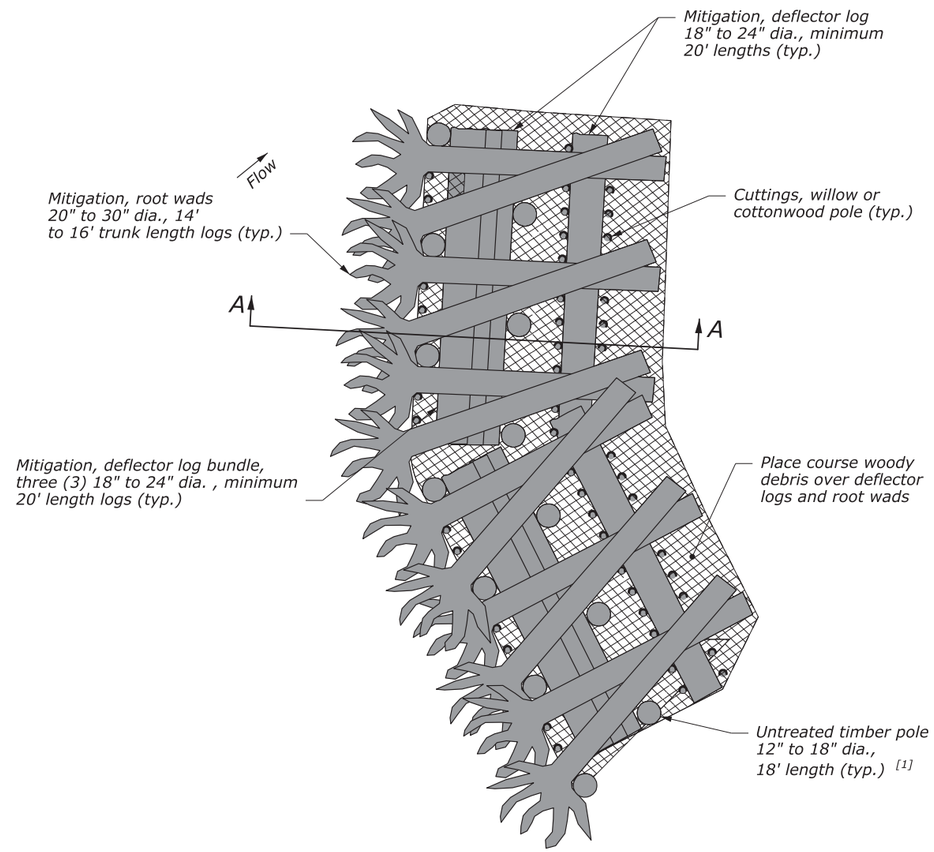
Designed by: J.Neighorn Checked by: --/---

STATE	PROJECT	SHEET NUMBER
WA	MORA NP 11(1)	G.3

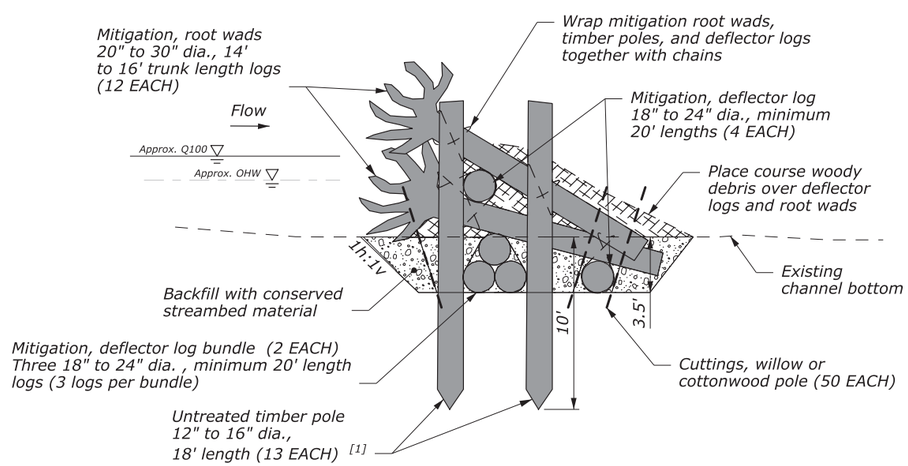
CONTROL POINTS (@ POLE CENTER)		
POINT	NORTHING	EASTING
A	59161.9	263387.9
B	59148.1	263385.7
C	59139.6	263385.3
D	59120.0	263392.8



DEFLECTOR LOG STRUCTURE PLAN



DEFLECTOR LOG STRUCTURE DETAIL



SECTION A-A

FOOTNOTE:

[1] Untreated timber pole: Cut conical pile shoe into log pole if required.

NO SCALE

BRIDGE WATERWAY DETAILS

Designed by: J. Neighorn 07/2023 Checked by:

ACTUAL FILE:S.01_MORA 11(1)_P&E.DGN

STATE	PROJECT	SHEET NUMBER
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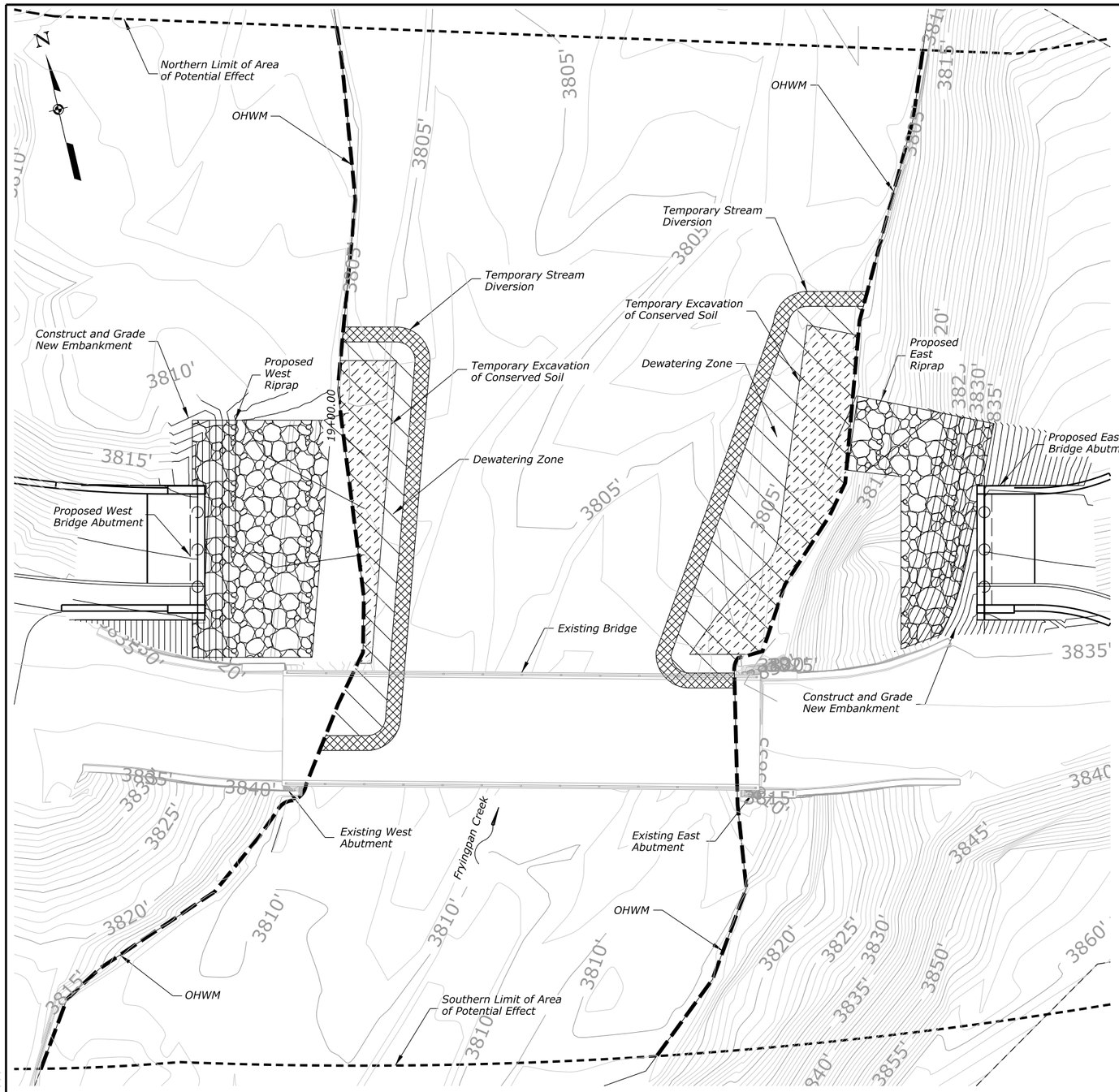

PLAN VIEW

LEGEND

- Excavation of Streambed Material
- Temporary Stream Diversion
- Dewatering Zone
- Riprap
- OHWM Limits
- Area of Potential Effect Limits

PRELIMINARY
NOT FOR CONSTRUCTION

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WESTERN FEDERAL LANDS HIGHWAY DIVISION

MOUNT RAINIER NATIONAL PARK

DESIGNATED DISTURBANCE AREAS @ FRYINGPAN CREEK BRIDGE

SEASON ONE

PLAN VIEW

PERMIT DRAWING	DATE	DRAWING NO.
1 of 2	January 2025	

$$$$DGN$$$$
$$$$DATE$$$$

ACTUAL FILE:S.01_MORA 11(1)_P&E.DGN

STATE	PROJECT	SHEET NUMBER
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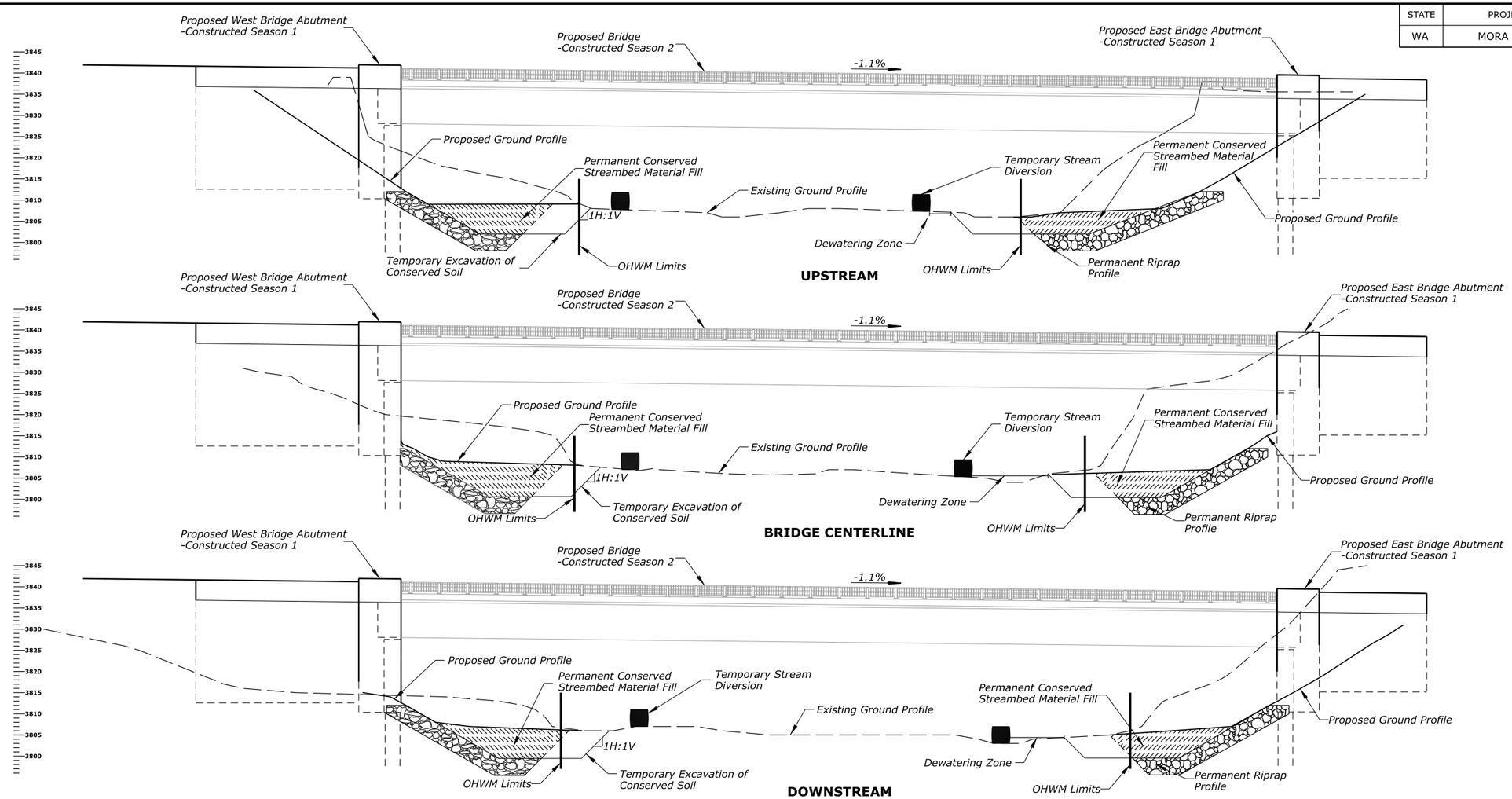


DESIGNATED DISTURBANCE AREAS			
Q2(OHW) = Elevation 3808.00 Area of Impact within OHW = 4988 SQFT			
IMPACTS WITHIN OHWM			
Activity	**Duration of Impact**	**Amount of Material (CUYD) to be Placed In or Removed from Waterbody**	**Area (SQFT) of Waterbody Directly Affected**
Impact from Stream Diversion Fill:	*Temporary*	*178 CUYD will be added then removed*	*1150 SQFT*
Excavation for Riprap Placement:	*Temporary*	*256 CUYD will be removed then replaced*	*1734 SQFT*
Placement of Conserved Streambed Material at Abutment Riprap:	*Permanent*	*37 CUYD will be removed and replaced*	*245 SQFT*

Sequence of Events

1. Place temporary stream diversion comprised of streambed material and geofabric. Assume both stream diversions will be in the water at the same time to provide the contractor maximum flexibility during construction.

2. Excavate streambed and upland area to prep for abutment and riprap installation.

3. Set up dewatering equipment (e.g., pumps) as needed to keep work area dry.

4. Construct abutments.

5. Place riprap around abutment per plan specifications. Riprap placement is expected to take multiple seasons as the existing bridge needs to be demolished to place all riprap.

6. Backfill remaining excavated area below OHWM with conserved streambed material to match profile set by plan specifications.

7. Remove temporary stream diversion.

PRELIMINARY NOT FOR CONSTRUCTION

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WESTERN FEDERAL LANDS HIGHWAY DIVISION

MOUNT RAINIER NATIONAL PARK

DESIGNATED DISTURBANCE AREAS @ FRYINGPAN CREEK BRIDGE

SEASON ONE

ELEVATION

PERMIT DRAWING	DATE	DRAWING NO.
2 of 2	January 2025	

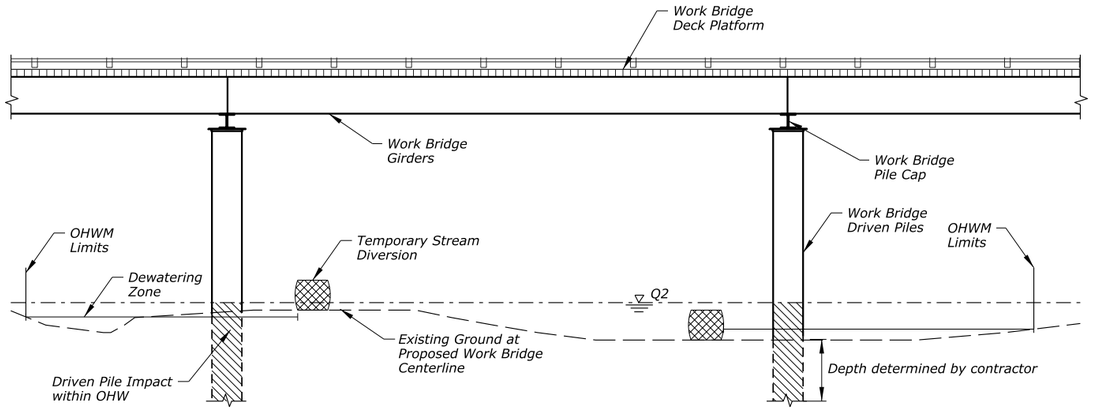
$$$$DATE$$$$ $$$$DGN$$$$

ACTUAL FILE:S.01_MORA 11(1)_P&E.DGN

$$$$DGN$$$$

ACTUAL FILE:S.01_MORA 11(1)_P&E.DGN

STATE	PROJECT	SHEET NUMBER
WA	MORA 11(1)	X.04



ELEVATION VIEW
TEMPORARY WORK BRIDGE

DESIGNATED DISTURBANCE AREAS

Q2(OHW) = Elevation 3808.00
Area of Impact within OHW = 7477 SQFT

IMPACTS WITHIN OHWM

Activity	Duration of Impact	Amount of Material (CUYD) to be Placed In or Removed from Waterbody	Area (SQFT) of Waterbody Directly Affected
Impact from Driven Piles of Work Bridge:	*Temporary*	*98 CUYD will be removed then refilled w/ streambed material**	*75 SQFT*
Impact from Driven Piles for Girder Erection:	*Temporary*	*33 CUYD will be removed then refilled w/ streambed material**	*25 SQFT*
Impact from Stream Diversion Fill:	*Temporary*	*165 CUYD will be added then removed*	*1112 SQFT*

** Assumed depth of 35 ft for driven piles*

Sequence of Events

1. Place temporary stream diversion comprised of streambed material and geofabric. Assume both stream diversions will be in the water at the same time to provide the contractor maximum flexibility during construction.

2. Drive piles of temporary work bridge foundation to design depth (contractor design) using vibe hammer or diesel pile hammer.

3. Second, install and weld pile cap to driven piles, then install and weld work bridge girders to pile caps.

4. Install and secure timber pads on work bridge girders creating work bridge platform.

5. Install timber rail onto work platform and construct safety rail around edges of work platform.

6. Move crane onto first section of work bridge platform to continue erection process of work bridge previous four steps.

7. Drive piles of temporary girder erection foundation to design depth (contractor design) using vibe hammer or diesel pile hammer.

8. Install and weld pile cap to driven piles. Place shims to match height from top of temporary foundation to bottom of proposed girder.

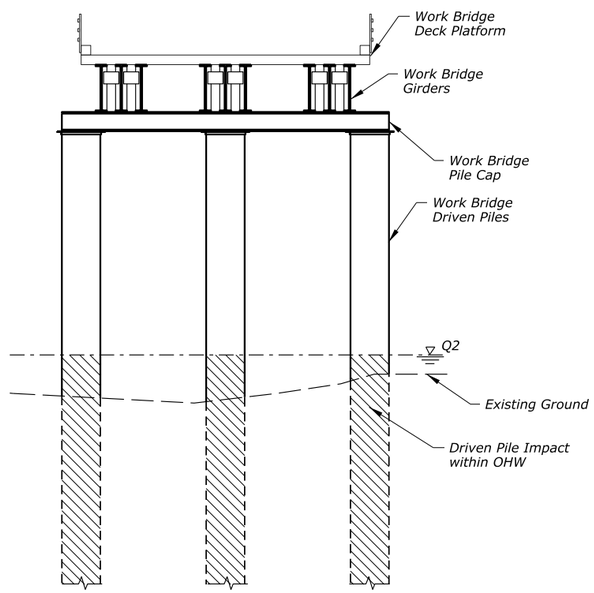
9. Install bearings and girders following contractor's girder erection plan. Place and secure girders per plan specifications.

10. Dismantle temporary girder erection bents once girder erection is complete.

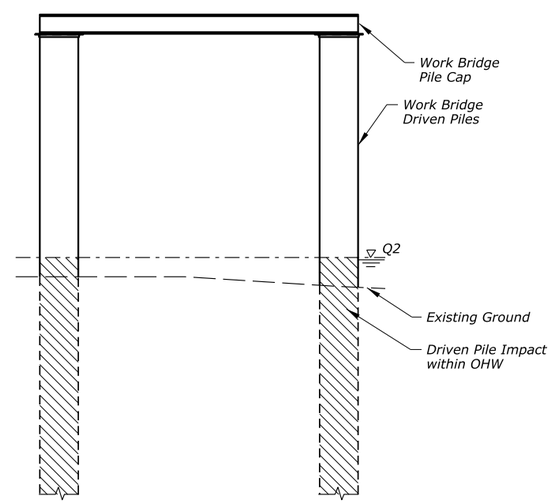
11. Construct deck and install rail of proposed bridge.

12. Dismantle temporary work bridge in reverse order of assembly once need for temporary work bridge is complete.

Note: Only the driven piles will be directly impacting OHW area.



SECTION VIEW
TEMPORARY WORK BRIDGE FOUNDATION



SECTION VIEW
TEMPORARY GIRDER ERECTION FOUNDATION

PRELIMINARY
NOT FOR CONSTRUCTION

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WESTERN FEDERAL LANDS HIGHWAY DIVISION

MOUNT RAINIER NATIONAL PARK

DESIGNATED DISTURBANCE AREAS @ FRYINGPAN CREEK BRIDGE

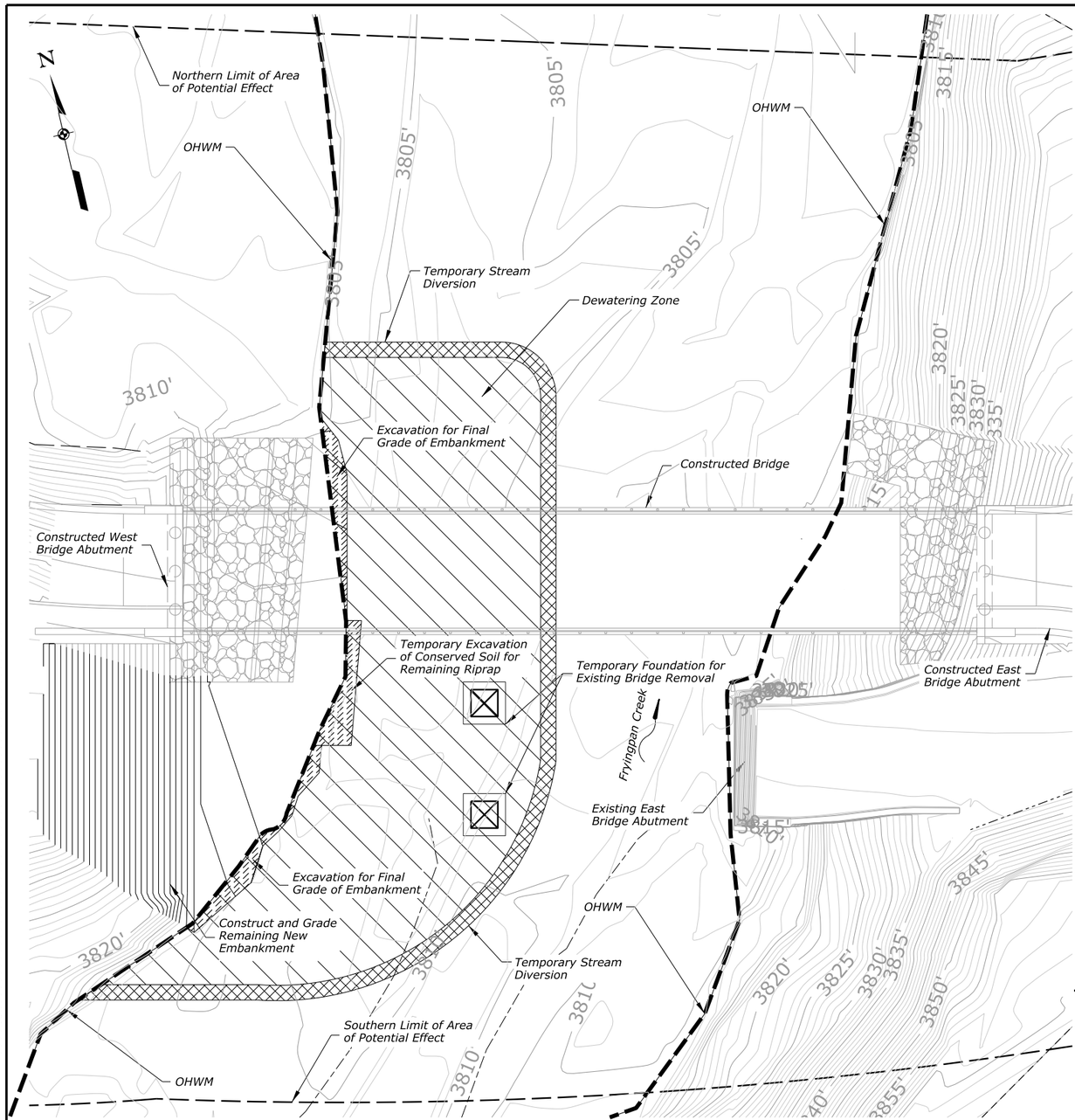
SEASON TWO

ELEVATION VIEWS

PERMIT DRAWING	DATE	DRAWING NO.
2 of 2	January 2025	

$$$$DGN$$$$

ACTUAL FILE:S.01_MORA 11(1)_P&E.DGN



PLAN VIEW

STATE	PROJECT	SHEET NUMBER
WA	MORA 11(1)	X.05

DESIGNATED DISTURBANCE AREAS			
Q2 (OHW) = Elevation 3808.00 Area of Impact within OHW = 10710 SQFT			
IMPACTS WITHIN OHWM			
Activity	**Duration of Impact**	**Amount of Material (CUYD) to be Placed in or Removed from Waterbody**	**Area (SQFT) of Waterbody Directly Affected**
Impact from Stream Diversion Fill:	Temporary	184 CUYD will be placed then removed	1242 SQFT
Excavation for Riprap Placement:	Temporary	36 CUYD will be removed then replaced	168 SQFT
Excavation for Embankment Grading:	Permanent	12 CUYD will be removed	316 SQFT
Impact from Timber Pads:	Temporary	45 CUYD will be placed then removed	242 SQFT

SEQUENCE OF EVENTS

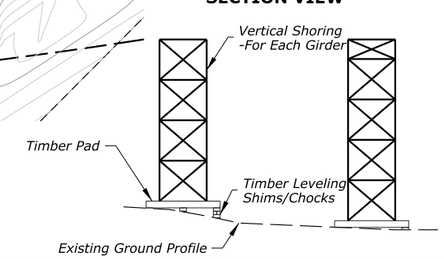
1. Place temporary stream diversion within Fryingpan Creek.
2. Place remaining riprap per plan specifications.
3. Install temporary foundation (driven piles or footing pads) to support one-half of the existing Fryingpan Creek Bridge during demolition.
4. Demolish the existing Fryingpan Creek Bridge abutment, creating access for remaining Riprap Placement.
5. Remove the temporary foundation (driven piles or footing pads) once bridge girder demolition is complete.
6. Excavate streambed and upland area for installation of remaining riprap per plan specifications.
7. Set up dewatering equipment (e.g., pumps as needed to keep work area dry.
8. Backfill remaining excavated area below OHWM with conserved streambed material atop riprap to match profile per plan specifications.
9. Excavate the existing embankment to match the new profile per plan specifications.
10. Remove temporary stream diversion.

LEGEND

- Excavation
- Stream Diversion
- Dewatering Zone
- Timber Pads
- Riprap
- OHWM Limits
- Area of Potential Effect Limits

PRELIMINARY
NOT FOR CONSTRUCTION

TIMBER PADS ALTERNATIVE SECTION VIEW



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WESTERN FEDERAL LANDS HIGHWAY DIVISION

MOUNT RAINIER NATIONAL PARK

DESIGNATED DISTURBANCE AREAS @ FRYINGPAN CREEK BRIDGE

SEASON THREE

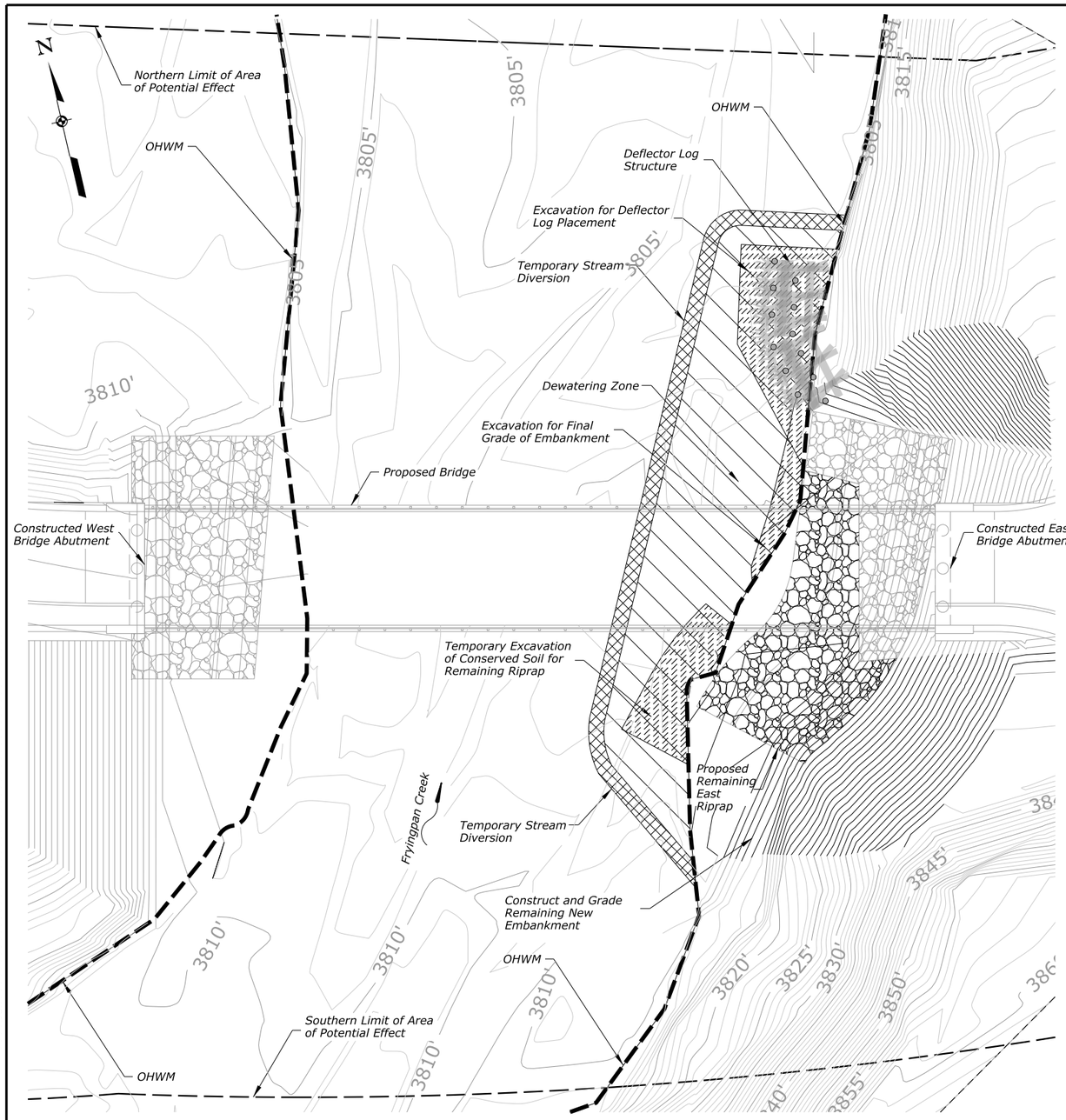
PHASE ONE PLAN VIEW

PERMIT DRAWING	DATE	DRAWING NO.
1 of 2	January 2025	

$$$$DATE$$$$ $$$$DGN$$$$

ACTUAL FILE:S.01_MORA 11(1)_P&E.DGN

STATE	PROJECT	SHEET NUMBER
WA	MORA 11(1)	X.06



PLAN VIEW

DESIGNATED DISTURBANCE AREAS

Q2 (OHW) = Elevation 3808.00
Area of Impact within OHW = 5365 SQFT

IMPACTS WITHIN OHWM

Activity	Duration of Impact	Amount of Material (CUYD) to be Placed In or Removed from Waterbody	Area (SQFT) of Waterbody Directly Affected
Impact from Stream Diversion Fill:	Temporary	128 CUYD will be placed then removed	865 SQFT
Excavation for Riprap Placement:	Temporary	58 CUYD will be removed then re-placed	500 SQFT
Excavation for Embankment Grading:	Permanent	8 CUYD will be removed	197 SQFT
Placement of Conserved Streambed Material at Abutment Riprap:	Permanent	2 CUYD will be removed then replaced	33 SQFT
Excavation for Log Deflector Placement:	Temporary	18 CUYD will be removed then refilled	279 SQFT
Placement of Conserved Streambed Material at Deflector Log Structure:	Permanent	75 CUYD will be removed then replaced	573 SQFT

SEQUENCE OF EVENTS

1. Place temporary stream diversion within Frying Pan Creek.
2. Demolish the remaining existing bridge abutments.
3. Excavate streambed and upland area for installation of remaining riprap per plan specifications.
4. Excavate streambed and upland area for installation of deflector log structure per plan specifications.
5. Set up dewatering equipement (e.g., pumps) as needed to keep work area dry.
6. Place remaining riprap per plan specifications.
7. Install deflector log structure per plan specifications.
8. Backfill remaining excavated are below OHWM with conserved streambed material atop riprap and deflector log structure to match profile per plan specifications.
9. Excavate the existing embankment to match the new profile per plan specifications.
10. Remove temporary stream diversion.

LEGEND

- Excavation
- Stream Diversion
- Dewatering Zone
- Timber Pads
- Riprap
- OHWM Limits
- Area of Potential Effect Limits

PRELIMINARY
NOT FOR CONSTRUCTION

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WESTERN FEDERAL LANDS HIGHWAY DIVISION

MOUNT RAINIER NATIONAL PARK

DESIGNATED DISTURBANCE AREAS @ FRYINGPAN CREEK BRIDGE

SEASON THREE

PHASE TWO PLAN VIEW

PERMIT DRAWING	DATE	DRAWING NO.
2 of 2	January 2025	

$$$$DGN$$$$

NPDES FORM 3510-9	EPA	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460 NOTICE OF INTENT (NOI) FOR THE 2022 NPDES CONSTRUCTION PERMIT	FORM Approved OMB No. 2040-0305 Expires on 02/28/2025

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0305). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations (40 CFR 122.28(b)(2)). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 1.1 to 19.6 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit Information

NPDES ID: WAR10F0AH

State/Territory to which your project/site is discharging: WA

Is your project/site located on federally recognized Indian Country lands? No

Are you requesting coverage under this NOI as a *"Federal Operator"* or a *"Federal Facility"* as defined in Appendix A (https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-a-definitions.pdf)?

Yes

Have stormwater discharges from your current construction site been covered previously under an NPDES permit? No

Will you use polymers, flocculants, or other treatment chemicals at your construction site? No

Has a Stormwater Pollution Prevention Plan (SWPPP) been prepared in advance of filling this NOI, as required? Yes

Are you able to demonstrate that you meet one of the criteria listed in Appendix D (https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-d-endangered-species-protection.pdf) with respect to protection of threatened or endangered species listed under the Endangered Species Act (ESA) and federally designated critical habitat?

Yes

Have you completed the screening process in Appendix E (https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf) relating to the protection of historic properties?

Yes

Indicating "Yes" below, I confirm that I understand that CGP only authorized the allowable stormwater discharges in Part 1.2.1 and the allowable non-stormwater discharges listed in Part 1.2.2. Any discharges not expressly authorized in this permit cannot become authorized or shielded from liability under CWA section 402(k) by disclosure to EPA, state or local authorities after issuance of this permit via any means, Including the Notice of Intent (NOI) to be covered by the permit, the Stormwater Pollution Prevention Plan (SWPPP), during an Inspection, etc. If any discharges requiring NPDES permit coverage other than the allowable stormwater and non-stormwater discharges listed in Parts 1.2.1 and 1.2.2 will be discharged, they must be covered under another NPDES permit.

Yes

Operator Information

Operator Information

Operator Name: FHWA, Western Federal Lands Highway Division

Operator Mailing Address:

Address Line 1: 610 East 5th Street

Address Line 2:

City: Vancouver

ZIP/Postal Code: 98661

State/Province: WA

County or Similar Division: Clark

Country: US

Operator Point of Contact Information

First Name Middle Initial Last Name: Jennifer Chariarse

Title: Environmental Manager

Phone: 360-619-7621

Ext.:

Email: jennifer.chariarse@dot.gov

NOI Preparer Information

☑ **This NOI is being prepared by someone other than the certifier.**

First Name Middle Initial Last Name: Jennifer A Corwin

Organization: FHWA, Western Federal Lands Highway Division

Phone: 360-619-7623

Ext.:

Email: jennifer.corwin@dot.gov

Project/Site Information

Project/Site Name: Mount Rainier ERFO Repairs 2022

Project/Site Address

Address Line 1: Mount Rainier National Park Carbon River Trailhead

Address Line 2:

City: Carbonado

ZIP/Postal Code: 98323

State: WA

County or Similar Division: Pierce

Latitude/Longitude: 46.995033°N, 121.916392°W

Latitude/Longitude Data Source: Google Earth

Horizontal Reference Datum: WGS 84

Project Start Date: 05/01/2025

Project End Date: 12/31/2025

Estimated Area to be Disturbed: 3

Types of Construction Sites:

- Highway or Road

Will there be demolition of any structure built or renovated before January 1, 1980? No

Will you be discharging dewatering water from your site? Yes

Was the pre-development land use used for agriculture? No

Are there other operators that are covered under this permit for the same project site? No

Have earth-disturbing activities commenced on your project/site? No

Is your project/site located on federally recognized Indian Country lands? No

Is your project/site located on a property of religious or cultural significance to an Indian tribe? No

Discharge Information

Does your project/site discharge stormwater into a Municipal Separate Storm Sewer System (MS4)? No

Are there any waters of the U.S. within 50 feet of your project's earth disturbances? Yes

Are any of the waters of the U.S. to which you discharge designated by the state or tribal authority under its antidegradation policy as a Tier 2 (or Tier 2.5) water (water quality exceeds levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water) or as a Tier 3 water (Outstanding National Resource Water)? See Resources, Tools and Templates (https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates)

No

ID: 001 Name: Carbon River Description: Finalize Bank Stabilization

Latitude/Longitude: 46.994993°N, 121.916562°W

Tier Designation: N/A

Is this receiving water impaired (on the CWA 303(d) list)? No

Has a TMDL been completed for this receiving waterbody? No

ID: 002 Name: June Creek Description: Wingwall repair

Latitude/Longitude: 46.994923°N, 121.917426°W

Tier Designation: N/A

Is this receiving water impaired (on the CWA 303(d) list)? No

Has a TMDL been completed for this receiving waterbody? No

Stormwater Pollution Prevention Plan (SWPPP)

Will all required personnel, including those conducting inspections at your site, meet the training requirements in Part 6 of this permit? Yes

First Name Middle Initial Last Name: Jennifer A Corwin

Title: Senior Environment Technical Specialist

Phone: 360-619-7623

Ext.:

Email: jennifer.corwin@dot.gov

Endangered Species Protection Worksheet: Criterion E

Determine ESA Eligibility Criterion

Are your discharges and discharge-related activities already addressed in another operator's valid certification of eligibility for your "action area" under the current 2022 CGP? No

Has consultation between you, a Federal Agency, and the USFWS and/or the NMFS under section 7 of the Endangered Species Act (ESA) concluded? Yes

The result of the consultation was:

Option i. A biological opinion currently in effect that determined that the action in question (taking into account the effects of your site's discharges and discharge-related activities) is likely to adversely affect, but is not likely to jeopardize the continued existence of listed species or result in the destruction or adverse modification of critical habitat. The biological opinion must have included the effects of your site's discharges and discharge-related activities on all the listed species and designated critical habitat in your action area under the jurisdiction of each Service, as appropriate. To be eligible under (i), any reasonable and prudent measures specified in the incidental take statement must be implemented;

The consultation does not warrant reinitiation under 50 CFR §402.16; or, if reinitiation of consultation is required (e.g., due to a new species listing, critical habitat designation, or new information), the federal action agency has reinitiated the consultation and the result of the consultation is consistent with the statements above. Include any reinitiation documentation from the Services or consulting federal agency with your NOI.

True

You are eligible under **Criterion E**.

Identify the federal action agency or agencies involved (i.e. the federal agencies seeking coverage):

Federal Highway Administration, National Park Service, U.S. Fish and Wildlife Service FWS), U.S. National Marine Fisheries Service (NMFS)

Identify the Service(s) field or regional offices providing the consultation:

NMFS - West Coast Region
FWS - Washington Fish and Wildlife Office

Identify any tracking numbers associated with the consultation (e.g., IPaC number, ECO number):

NMFS No: WCRO-2023-01955
FWS: 2023-0121762

Provide the date the consultation was completed: 2024-03-07

Attach correspondence with USFWS and/or NMFS documenting the Biological Opinion, conference opinion (IPaC or ECO tracking number) or concurrence.

Name	Uploaded Date	Size
FWS 2023-0121762- F-Carbon River Road Biological Opinion_Final_Signed.pdf (attachment/1977607)	01/27/2025	1.41 MB
NMFS WCRO-2023-01955_CarbonRoad_20240307.pdf (attachment/1977608)	01/27/2025	1.43 MB

Historic Preservation

Are you installing any stormwater controls as described in Appendix E (https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf) that require subsurface earth disturbances? (Appendix E (https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf), Step 1)

Yes

Have prior surveys or evaluations conducted on the site already determined historic properties do not exist, or that prior disturbances have precluded the existence of historic properties? (Appendix E (https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf), Step 2):

No

Have you determined that your installation of subsurface earth-disturbing stormwater controls will have no effect on historic properties? (Appendix E (https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf), Step 3)

Yes

Certification Information

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Signing an electronic document on behalf of another person is subject to criminal, civil, administrative, or other lawful action.

Certified By: Jennifer A. Chariarse

Certifier Title: Environmental Manager

Certifier Email: jennifer.chariarse@dot.gov

Certified On: 01/28/2025 12:57 PM ET

Corwin, Jennifer (FHWA)

From: no-reply@epacdx.net
Sent: Tuesday, February 11, 2025 10:00 AM
Subject: EPA NeT CGP Coverage Status: Active: Mount Rainier ERFO Repairs 2022, NPDES ID: WAR10F0AH

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

2025-02-11

Dear NeT User,

Coverage status has changed for a project / site under the CGP.

NPDES ID	Form Type	Coverage Status	Operator	Project/Site Name	EPA Comment
WAR10F0AH	NOI	Active	FHWA, Western Federal Lands Highway Division	Mount Rainier ERFO Repairs 2022	

Your Notice of Intent (NOI) requesting coverage under EPA's Construction General Permit (CGP) has been accepted and authorization to discharge under the CGP became effective on 02/11/2025 and will expire on 02/16/2027 .

Please note that this email does not represent a determination by EPA regarding the validity of the information you provided in your NOI or LEW. Your eligibility for coverage under this permit is based on the validity of the certification you provided. Your electronic signature on the NOI or LEW form certifies that you have read, understood, and are implementing all of the applicable requirements. An important aspect of this certification requires that you have correctly determined whether you are eligible for coverage under this permit.

The CGP requires you to have developed a Stormwater Pollution Prevention Plan (SWPPP) prior to submitting your NOI. The CGP also includes specific requirements for erosion and sediment controls, pollution prevention controls, conducting self-inspections, taking corrective actions, and conducting staff training. You must comply with any state, tribal, or territory-specific requirements in Part 9 (see https://www.epa.gov/npdes/stormwater-discharges-construction-activities#cgp).

A copy of the submission can be found here.

If you have questions about this email or about NeT CGP, please refer to NeT Support or e-mail NPDESereporting@epa.gov for assistance.

This is an automated notification; please do not reply to this email.

National Pollutant Discharge Elimination System (NPDES)
Construction General Permit (CGP) for Stormwater Discharges from Construction Activities

In compliance with the provisions of the Clean Water Act, 33 U.S.C. §1251 et. seq., (hereafter CWA), as amended by the Water Quality Act of 1987, P.L. 100-4, "operators" of construction activities (defined in Appendix A) that meet the requirements of Part 1.1 of this National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP), are authorized to discharge pollutants in accordance with the effluent limitations and conditions set forth herein. Permit coverage is required from the "commencement of construction activities" (see Appendix A) until one of the conditions for terminating CGP coverage has been met (see Part 8.2).

This permit becomes effective on 12:00 am, February 17, 2022.

This permit and the authorization to discharge expire at 11:59pm, February 16, 2027.

Signed and issued this 18 day of January 2022

DEBORAH SZARO

Digitally signed by DEBORAH SZARO
Date: 2022.01.18 08:31:14 -05'00'

Deborah Szaro,
Acting Regional Administrator, EPA Region 1.

Signed and issued this 18 day of January 2022

JAVIER LAUREANO

Digitally signed by JAVIER LAUREANO
Date: 2022.01.18 11:21:16 -05'00'

Javier Laureano,
Director, Water Division, EPA Region 2.

Signed and issued this 18 day of January 2022

CARMEN GUERRERO PEREZ

Digitally signed by CARMEN GUERRERO PEREZ
Date: 2022.01.18 10:19:51 -04'00'

Carmen Guerrero-Perez,
Director, Caribbean Environmental Protection Division, EPA Region 2.

Signed and issued this 18 day of January 2022

CATHERINE LIBERTZ

Digitally signed by CATHERINE LIBERTZ
Date: 2022.01.18 12:05:24 -05'00'

Catherine A. Libertz,
Director, Water Division, EPA Region 3.

Signed and issued this 18 day of January 2022

JEANEANNE GETTLE

Digitally signed by JEANEANNE GETTLE
Date: 2022.01.18 13:09:48 -05'00'

Jeaneanne Gettle,
Director, Water Division, EPA Region 4.

Signed and issued this 18 day of January 2022

Digitally signed by TERA FONG
Date: 2022.01.18 13:03:49 -06'00'

Tera Fong,
Director, Water Division, EPA Region 5.

Signed and issued this 18 day of January 2022

CHARLES MAGUIRE

Digitally signed by CHARLES MAGUIRE
DN: c=US, o=U.S. Government, ou=Environmental Protection Agency, cn=CHARLES MAGUIRE, 0.9.2342.19200300.100.1.1=68001003650036
Date: 2022.01.18 14:06:55 -06'00'

Charles W. Maguire,
Director, Water Division, EPA Region 6.

Signed and issued this 18 day of January 2022

JEFFERY ROBICHAUD

Digitally signed by JEFFERY ROBICHAUD
Date: 2022.01.18 14:41:37 -06'00'

Jeffery Robichaud,
Director, Water Division, EPA Region 7.

Signed and issued this 18 day of January 2022

DARCY OCONNOR

Digitally signed by DARCY OCONNOR
Date: 2022.01.18 14:00:05 -07'00'

Darcy O'Connor,
Director, Water Division, EPA Region 8.

Signed and issued this 18 day of January 2022

TOMAS TORRES

Digitally signed by TOMAS TORRES
Date: 2022.01.18 13:30:16 -08'00'

Tomás Torres,
Director, Water Division, EPA Region 9.

Signed and issued this 18 day of January 2022

DANIEL OPALSKI

Digitally signed by DANIEL OPALSKI
Date: 2022.01.18 15:10:20 -08'00'

Daniel D. Opalski,
Director, Water Division, EPA Region 10.

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1 HOW TO OBTAIN COVERAGE UNDER THE CONSTRUCTION GENERAL PERMIT (CGP)

To be covered under this permit, you must meet the eligibility conditions and follow the requirements for obtaining permit coverage in this Part.

1.1 ELIGIBILITY CONDITIONS

1.1.1 You are an "operator" of a construction site for which discharges will be covered under this permit. For the purposes of this permit and in the context of stormwater discharges associated with construction activity, an "operator" is any party associated with a construction project that meets either of the following two criteria:

a. The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or

b. The party has day-to-day operational control of those activities at a project that are necessary to ensure compliance with the permit conditions.

Where there are multiple operators associated with the same project, all operators must obtain permit coverage.[1] Subcontractors generally are not considered operators for the purposes of this permit.

1.1.2 Your site's construction activities:

a. Will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale (as defined in Appendix A) that will ultimately disturb one or more acres of land; or

b. Have been designated by EPA as needing permit coverage under 40 CFR § 122.26(a)(1)(v) or 40 CFR § 122.26(b)(15)(ii);

1.1.3 Your site is located in an area where EPA is the permitting authority and where coverage under this permit is available (see Appendix B);

1.1.4 Discharges from your site are not:

a. Already covered by a different NPDES permit for the same discharge; or

b. In the process of having coverage under a different NPDES permit for the same discharge denied, terminated, or revoked.[2, 3]

1.1.5 You can demonstrate you meet one of the criteria in the Endangered Species Protection section of the Notice of Intent (NOI) that you submit for coverage under this permit, per Part 1.4, with respect to the protection of Federally listed endangered or threatened species and Federally designated critical habitat under the Endangered Species Act

[1] If the operator of a "construction support activity" (see Part 1.2.1c) is different than the operator of the main site, that operator must also obtain permit coverage. See Part 7.1 for clarification on the sharing of permit-related functions between and among operators on the same site and for conditions that apply to developing a SWPPP for multiple operators associated with the same site.

[2] Parts 1.1.4a and 1.1.4b do not include sites currently covered under the 2017 CGP that are in the process of obtaining coverage under this permit, nor sites covered under this permit that are transferring coverage to a different operator.

[3] Notwithstanding a site being made ineligible for coverage under this permit because it falls under the description of Parts 1.1.4a or 1.1.4b, above, EPA may waive the applicable eligibility requirement after specific review if it determines that coverage under this permit is appropriate.

(ESA). If the EPA Regional Office grants you a waiver from electronic reporting per Part 1.4.2, you must complete the ESA worksheet in Appendix D to demonstrate you meet one of the criteria and submit it with your paper NOI (Appendix I).

1.1.6 You have completed the screening process in Appendix E relating to the protection of historic properties; and

1.1.7 You have complied with all requirements in Part 9 imposed by the applicable State, Indian Tribe, or Territory in which your construction activities and/or discharge will occur.

1.1.8 For "new sources" (as defined in Appendix A) only:

a. EPA has not, prior to authorization under this permit, determined that discharges from your site will not meet applicable water quality standards. Where such a determination is made prior to authorization, EPA may notify you that an individual permit application is necessary. However, EPA may authorize your coverage under this permit after you have included appropriate controls and implementation procedures designed to bring your discharge into compliance with this permit, specifically the requirement to meet water quality standards. In the absence of information demonstrating otherwise, EPA expects that compliance with the requirements of this permit, including the requirements applicable to such discharges in Part 3, will result in discharges that meet applicable water quality standards.

b. Discharges from your site to a Tier 2, Tier 2.5, or Tier 3 water[4] will not lower the water quality of the applicable water. In the absence of information demonstrating otherwise, EPA expects that compliance with the requirements of this permit, including the requirements applicable to such discharges in Part 3.2, will result in discharges that will not lower the water quality of such waters.

1.1.9 If you plan to add "cationic treatment chemicals" (as defined in Appendix A) to stormwater and/or authorized non-stormwater prior to discharge, you may not submit your NOI until you notify your applicable EPA Regional Office (see Appendix J) in advance and the EPA Regional Office authorizes coverage under this permit after you have included appropriate controls and implementation procedures designed to ensure that your use of cationic treatment chemicals will result in discharges that meet applicable water quality standards.

[4] Note: Your site will be considered to discharge to a Tier 2, Tier 2.5, or Tier 3 water if the first receiving water to which you discharge is identified by a State, Tribe, or EPA as a Tier 2, Tier 2.5, or Tier 3 water. For discharges that enter a storm sewer system prior to discharge, the first receiving water to which you discharge is the waterbody that receives the stormwater discharge from the storm sewer system. The current list of Tier 2, Tier 2.5, and Tier 3 waters located in the areas eligible for coverage under this permit can be found at https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates. You can also use EPA's Discharge Mapping Tool (https://www.epa.gov/npdes/epas-stormwater-discharge-mapping-tools) to assist you in identifying whether any receiving waters to which you discharge are listed as impaired (and the pollutant for which it is impaired) and whether an approved total maximum daily load (TMDL) exists for that waterbody.

1.2 TYPES OF DISCHARGES AUTHORIZED[5]

1.2.1 The following stormwater discharges are authorized under this permit provided that appropriate stormwater controls are designed, installed, and maintained (see Parts 2 and 3):

a. Stormwater discharges, including stormwater runoff, snowmelt runoff, and surface runoff and drainage, associated with construction activity under 40 CFR § 122.26(b)(14) or § 122.26(b)(15)(i);

b. Stormwater discharges designated by EPA as needing a permit under 40 CFR §122.26(a)(1)(v) or § 122.26(b)(15)(ii);

c. Stormwater discharges from on or off-site construction support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided that:

i. The support activity is directly related to the construction site required to have permit coverage for stormwater discharges;

ii. The support activity is not a commercial operation, nor does it serve multiple unrelated construction sites;

iii. The support activity does not continue to operate beyond the completion of the construction activity at the site it supports; and

iv. Stormwater controls are implemented in accordance with Part 2 and Part 3 for discharges from the support activity areas; and

d. Stormwater discharges from earth-disturbing activities associated with the construction of staging areas and the construction of access roads conducted prior to active mining.

1.2.2 The following non-stormwater discharges associated with your construction activity are authorized under this permit provided that, with the exception of water used to control dust and to irrigate vegetation in stabilized areas, these discharges are not routed to areas of exposed soil on your site and you comply with any applicable requirements for these discharges in Parts 2 and 3:

a. Discharges from emergency fire-fighting activities;

b. Fire hydrant flushings;

c. Landscape irrigation;

d. Water used to wash vehicles and equipment, provided that there is no discharge of soaps, solvents, or detergents used for such purposes;

e. Water used to control dust;

f. Potable water including uncontaminated water line flushings;

[5] See "Discharge" as defined in Appendix A. Note: Any discharges not expressly authorized in this permit cannot become authorized or shielded from liability under CWA Section 402(k) by disclosure to EPA, State, or local authorities after issuance of this permit via any means, including the Notice of Intent (NOI) to be covered by the permit, the SWPPP, or during an inspection.

g. External building washdown, provided soaps, solvents, and detergents are not used, and external surfaces do not contain hazardous substances (as defined in Appendix A) (e.g., paint or caulk containing polychlorinated biphenyls (PCBs));

h. Pavement wash waters, provided spills or leaks of toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used. You are prohibited from directing pavement wash waters directly into any receiving water, storm drain inlet, or constructed or natural site drainage features, unless the feature is connected to a sediment basin, sediment trap, or similarly effective control;

i. Uncontaminated air conditioning or compressor condensate;

j. Uncontaminated, non-turbid discharges of ground water or spring water;

k. Foundation or footing drains where flows are not contaminated with process materials such as solvents or contaminated ground water; and

l. Uncontaminated construction dewatering water[6] discharged in accordance with Part 2.4.

1.2.3 Also authorized under this permit are discharges of stormwater listed above in Part 1.2.1, or authorized non-stormwater discharges listed above in Part 1.2.2, commingled with a discharge authorized by a different NPDES permit and/or a discharge that does not require NPDES permit authorization.

1.3 PROHIBITED DISCHARGES[7]

The discharges listed in this Part are prohibited outright or authorized only under the identified conditions. To prevent the discharges in Parts 1.3.1 through 1.3.5, operators must comply with the applicable pollution prevention requirements in Part 2.3 or ensure the discharge is authorized by another NPDES permit consistent with Part 1.2.3 for commingled discharges.

1.3.1 Wastewater from washout of concrete, unless managed by an appropriate control as described in Part 2.3.4;

1.3.2 Wastewater from washout and/or cleanout of stucco, paint, form release oils, curing compounds, and other construction materials;

1.3.3 Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;

1.3.4 Soaps, solvents, or detergents used in vehicle and equipment washing or external building washdown; and

1.3.5 Toxic or hazardous substances from a spill or other release.

[6] EPA notes that operators may need to comply with additional procedures to verify that the dewatering discharge is uncontaminated. Operators should review Part 9 to determine if any of these requirements apply to their discharge and should ensure that they have complied with any State, Tribal, or local dewatering requirements that apply.

[7] EPA includes these prohibited non-stormwater discharges here as a reminder to the operator that the only non-stormwater discharges authorized by this permit are at Part 1.2.2. Any unauthorized non-stormwater discharges must be covered under an individual permit or alternative general permit.

1.4 SUBMITTING YOUR NOTICE OF INTENT (NOI)

All "operators" (as defined in Appendix A) associated with your construction site who meet the Part 1.1 eligibility conditions, and who seek coverage under this permit, must submit to EPA a complete and accurate NOI in accordance with the deadlines in Table 1 prior to commencement of construction activities (as defined in Appendix A).

Exception: If you are conducting construction activities in response to a public emergency (e.g., mud slides, earthquake, extreme flooding conditions, widespread disruption in essential public services), and the related work requires immediate authorization to avoid imminent endangerment to human health, public safety, or the environment, or to reestablish essential public services, you may discharge on the condition that a complete and accurate NOI is submitted within 30 calendar days after commencing construction activities (see Table 1) establishing that you are eligible for coverage under this permit. You must also provide documentation in your Stormwater Pollution Prevention Plan (SWPPP) to substantiate the occurrence of the public emergency pursuant to Part 7.2.3i.

1.4.1 Prerequisite for Submitting Your NOI

You must develop a SWPPP consistent with Part 7 before submitting your NOI for coverage under this permit.

1.4.2 How to Submit Your NOI

You must use EPA's NPDES eReporting Tool (NeT) to electronically prepare and submit your NOI for coverage under the 2022 CGP unless you received a waiver from your applicable EPA Regional Office.

To access NeT, go to https://cdx.epa.gov/cdx.

Waivers from electronic reporting may be granted based on one of the following conditions:

a. If your operational headquarters is physically located in a geographic area (i.e., ZIP code or census tract) that is identified as under-served for broadband Internet access in the most recent report from the Federal Communications Commission; or

b. If you have limitations regarding available computer access or computer capability.

If the EPA Regional Office grants you approval to use a paper NOI, and you elect to use it, you must complete the form in Appendix H.

1.4.3 Deadlines for Submitting Your NOI and Your Official Date of Permit Coverage

Table 1 provides the deadlines for submitting your NOI and the official start date of your permit coverage, which differ depending on when you commence construction activities.

Table 1 NOI Submittal Deadlines and Official Start Date for Permit Coverage.

Type of Operator	NOI Submittal Deadline[8]	Permit Authorization Date[9]
Operator of a new site (i.e., a site where construction activities commence on or after February 17, 2022)	At least 14 calendar days before commencing construction activities.	14 calendar days after EPA notifies you that it has received a complete NOI, unless EPA notifies you that your authorization is delayed or denied.
Operator of an existing site (i.e., a site with 2017 CGP coverage where construction activities commenced prior to February 17, 2022)	No later than May 18, 2022.	14 calendar days after EPA notifies you that it has received a complete NOI, unless EPA notifies you that your authorization is delayed or denied. Provided you submit your NOI no later than May 18, 2022, your authorization under the 2017 CGP is automatically continued until you have been granted coverage under this permit or an alternative NPDES permit, or coverage is otherwise terminated.
New operator of a permitted site (i.e., an operator that through transfer of ownership and/or operation replaces the operator of an already permitted construction site that is either a "new site" or an "existing site")	At least 14 calendar days before the date the transfer to the new operator will take place.	14 calendar days after EPA notifies you that it has received a complete NOI, unless EPA notifies you that your authorization is delayed or denied.
Operator of an "emergency-related project" (i.e., a project initiated in response to a public emergency (e.g., mud slides, earthquake, extreme flooding conditions, disruption in essential public services), for which the related work requires immediate authorization to avoid imminent endangerment to human health or the environment, or to reestablish essential public services)	No later than 30 calendar days after commencing construction activities.	You are considered provisionally covered under the terms and conditions of this permit immediately, and fully covered 14 calendar days after EPA notifies you that it has received a complete NOI, unless EPA notifies you that your authorization is delayed or denied.

[8] If you miss the deadline to submit your NOI, any and all discharges from your construction activities will continue to be unauthorized under the CWA until they are covered by this or a different NPDES permit. EPA may take enforcement action for any unpermitted discharges that occur between the commencement of construction activities and discharge authorization.

[9] Discharges are not authorized if your NOI is incomplete or inaccurate or if you are not eligible for permit coverage.

1.4.4 Modifying your NOI

If after submitting your NOI you need to correct or update any fields, you may do so by submitting a "Change NOI" form using NeT. Waivers from electronic reporting may be granted as specified in Part 1.4.2. If the EPA Regional Office has granted you approval to submit a paper NOI modification, you may indicate any NOI changes on the same NOI form in Appendix H.

When there is a change to the site's operator, the new operator must submit a new NOI, and the previous operator must submit a Notice of Termination (NOT) form as specified in Part 8.3.

The following modifications to an NOI form will result in a 14-day review process:

- Changes to the name of the operator;
- Changes to the project or site name;
- Changes to the estimated area to be disturbed;
- Changes to the name of the receiving water[10], or additions to the applicable receiving waters;
- Changes to eligibility information related to endangered species protection or historic preservation;
- Changes to information provided related to the use of chemical treatment at your site; and
- Changes to answers provided regarding the demolition of structures over 10,000 square feet of floor space built or renovated before January 1, 1980.

During the 14-day review process, you may continue to operate based on the information provided in your original NOI, but you must wait until the review period has ended before you may commence or continue activities on any portion of your site that would be affected by any of the above modifications, unless EPA notifies you that the authorization is delayed or denied.

1.4.5 Your Official End Date of Permit Coverage

Once covered under this permit, your coverage will last until the date that:

a. You terminate permit coverage consistent with Part 8; or

b. You receive permit coverage under a different NPDES permit or a reissued or replacement version of this permit after expiring on February 16, 2027; or

c. You fail to submit an NOI for coverage under a reissued or replacement version of this permit before the deadline for existing construction sites where construction activities continue after this permit has expired.

1.5 REQUIREMENT TO POST A NOTICE OF YOUR PERMIT COVERAGE

You must post a sign or other notice of your permit coverage at a safe, publicly accessible location in close proximity to the construction site. The notice must be located so it is visible from the public road that is nearest to the active part of the construction

[10] As defined in Appendix A, a "receiving water" is "a "Water of the United States" as defined in 40 CFR §122.2 into which the regulated stormwater discharges.

site, and it must use a font large enough to be readily viewed from a public right-of-way.[11] At a minimum, the notice must include:

a. The NPDES ID (i.e., permit tracking number assigned to your NOI and the EPA webpage where a copy of the NOI can be found (https://permitsearch.epa.gov/epermit-search/ui/search));

b. A contact name and phone number for obtaining additional construction site information;

c. The Uniform Resource Locator (URL) for the SWPPP (if available), or the following statement: "If you would like to obtain a copy of the Stormwater Pollution Prevention Plan (SWPPP) for this site, contact the EPA Regional Office at [*include the appropriate CGP Regional Office contact information found at* https://www.epa.gov/npdes/contact-us-stormwater#regional];" and

d. The following statement "If you observe indicators of stormwater pollutants in the discharge or in the receiving water, contact the EPA through the following website: https://www.epa.gov/enforcement/report-environmental-violations."

2 TECHNOLOGY-BASED EFFLUENT LIMITATIONS

You must comply with the following technology-based effluent limitations in this Part for all authorized discharges.[12]

2.1 GENERAL STORMWATER CONTROL DESIGN, INSTALLATION, AND MAINTENANCE REQUIREMENTS

You must design, install, and maintain stormwater controls required in Parts 2.2, 2.3, and 2.4 to minimize the discharge of pollutants in stormwater from construction activities.[13] To meet this requirement, you must:

2.1.1 Account for the following factors in designing your stormwater controls:

a. The expected amount, frequency, intensity, and duration of precipitation;[14]

b. The nature of stormwater runoff (i.e., flow) and run-on at the site, including factors such as expected flow from impervious surfaces, slopes, and site drainage features. You must design stormwater controls to control stormwater volume, velocity, and peak flow rates to minimize discharges of pollutants in stormwater and to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points; and

c. The soil type and range of soil particle sizes expected to be present on the site.

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[11] If the active part of the construction site is not visible from a public road, then place the notice of permit coverage in a position that is visible from the nearest public road and as close as possible to the construction site.

[12] For each of the effluent limits in Part 2, as applicable to your site, you must include in your SWPPP (1) a description of the specific control(s) to be implemented to meet the effluent limit; (2) any applicable design specifications; (3) routine maintenance specifications; and (4) the projected schedule for installation/implementation. See Part 7.2.6.

[13] The permit does not recommend or endorse specific products or vendors.

[14] Stormwater controls must be designed using the most recent data available to account for recent precipitation patterns and trends.

If your site is exposed to or has previously experienced major storms, such as hurricanes, storm surge, extreme/heavy precipitation, and flood events, you should also include consideration of and contingencies for whether implementing structural improvements, enhanced/resilient stormwater controls, and other mitigation measures may help minimize impacts from stormwater discharges from such major storm events.

2.1.2 Design and install all stormwater controls in accordance with good engineering practices, including applicable design specifications.[15]

2.1.3 Complete installation of stormwater controls by the time each phase of construction activities has begun.

a. By the time construction activity in any given portion of the site begins, install and make operational any downgradient sediment controls (e.g., buffers, perimeter controls, exit point controls, storm drain inlet protection) that control discharges from the initial site clearing, grading, excavating, and other earth-disturbing activities.[16]

b. Following the installation of these initial controls, install and make operational all stormwater controls needed to control discharges prior to subsequent earth-disturbing activities.

2.1.4 Ensure all stormwater controls are maintained and remain in effective operating condition during permit coverage and are protected from activities that would reduce their effectiveness.

a. Comply with any specific maintenance requirements for the stormwater controls listed in this permit, as well as any recommended by the manufacturer.[17]

b. If at any time you find that a stormwater control needs routine maintenance (i.e., minor repairs or other upkeep performed to ensure the site's stormwater controls remain in effective operating condition, not including significant repairs or the need to install a new or replacement control), you must immediately initiate the needed work, and complete such work by the close of the next business day. If it is infeasible to complete the routine maintenance by the close of the next business day, you must document why this is the case and why the repair or other upkeep to be performed should still be considered routine maintenance in your inspection report under Part 4.7.1c and complete such work no later than seven (7) calendar days from the time of discovery of the condition requiring maintenance.

c. If you must repeatedly (i.e., three (3) or more times) make the same routine maintenance fixes to the same control at the same location, even if the fix can be completed by the close of the next business day, you must either:

i. Complete work to fix any subsequent repeat occurrences of this same problem under the corrective action procedures in Part 5, including keeping any records

[15] Design specifications may be found in manufacturer specifications and/or in applicable erosion and sediment control manuals or ordinances. Any departures from such specifications must reflect good engineering practices and must be explained in your SWPPP. You must also comply with any additional design and installation requirements specified for the effluent limits in Parts 2.2, 2.3, and 2.4.

[16] Note that the requirement to install stormwater controls prior to each phase of construction activities for the site does not apply to the earth disturbance associated with the actual installation of these controls. Operators should take all reasonable actions to minimize the discharges of pollutants during the installation of stormwater controls.

[17] Any departures from such maintenance recommendations made by the manufacturer must reflect good engineering practices and must be explained in your SWPPP.

of the condition and how it was corrected under Part 5.4; or

ii. Document in your inspection report under Part 4.7.1c why the specific reoccurrence of this same problem should still be addressed as a routine maintenance fix under this Part.[18]

d. If at any time you find that a stormwater control needs a significant repair or that a new or replacement control is needed, you must comply with the corrective action deadlines for completing such work in in Part 5.2.1c.

2.2 EROSION AND SEDIMENT CONTROL REQUIREMENTS

You must implement erosion and sediment controls in accordance with the following requirements to minimize the discharge of pollutants in stormwater from construction activities.

2.2.1 Provide and maintain natural buffers and/or equivalent erosion and sediment controls for discharges to any receiving waters that is located within 50 feet of the site's earth disturbances.

a. Compliance Alternatives. For any discharges to receiving waters located within 50 feet of your site's earth disturbances, you must comply with one of the following alternatives:

i. Provide and maintain a 50-foot undisturbed natural buffer; or

ii. Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve, in combination, the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or

iii. If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.

See Appendix F, Part F.2 for additional conditions applicable to each compliance alternative.

b. Exceptions. See Appendix F, Part F.2 for exceptions to the compliance alternatives.

2.2.2 Direct stormwater to vegetated areas and maximize stormwater infiltration and filtering to reduce pollutant discharges, unless infiltration would be inadvisable due to the underlying geology (e.g., karst topography) and ground water contamination concerns, or infeasible due to site conditions.[19]

[18] Such documentation could include, for example, that minor repairs completed within the required timeframe are all that is necessary to ensure that the stormwater control continues to operate as designed and installed and that the stormwater control remains appropriate for the flow reaching it.

[19] Operators should consider whether factors such as specific contaminant concerns from the construction site, the underlying soils or geology, hydrology, depth to the ground water table, or proximity to source water or wellhead protection area(s) make the site unsuitable for infiltrating construction stormwater. Site conditions that may be of particular concern include proximity to: a current or future drinking water aquifer; a drinking water well or spring (including private/household wells); highly conductive geology such as karst; known pollutant hot spots, such as hazardous waste sites, landfills, gas stations, brownfields; an on-site sewage system or underground storage tank; or soils that do not allow for infiltration. Operators may find it helpful to consult EPA's Drinking Water Mapping Application to Protect Source Waters (DWMAPS). DWMAPS is an online mapping tool that can be used to locate drinking water providers, potential sources of contamination, polluted waterways, and information on protection initiatives in the site area.

2.2.3 Install sediment controls along any perimeter areas of the site that are downslope from any exposed soil or other disturbed areas.[20]

a. The perimeter control must be installed upgradient of any natural buffers established under Part 2.2.1, unless the control is being implemented pursuant to Part 2.2.1a.ii-iii;

b. To prevent stormwater from circumventing the edge of the perimeter control, install the perimeter control on the contour of the slope and extend both ends of the control up slope (e.g., at 45 degrees) forming a crescent rather than a straight line;

c. After installation, to ensure that perimeter controls continue to work effectively:

i. Remove sediment before it has accumulated to one-half of the above-ground height of any perimeter control; and

ii. After a storm event, if there is evidence of stormwater circumventing or undercutting the perimeter control, extend controls and/or repair undercut areas to fix the problem.

d. **Exception**. For areas at "linear construction sites" (as defined in Appendix A) where perimeter controls are infeasible (e.g., due to a limited or restricted right-of-way), implement other practices as necessary to minimize pollutant discharges to perimeter areas of the site.

2.2.4 Minimize sediment track-out.

a. Restrict vehicle use to properly designated exit points;

b. Use appropriate stabilization techniques[21] at all points that exit onto paved roads;

i. **Exception**: Stabilization is not required for exit points at linear utility construction sites that are used only episodically and for very short durations over the life of the project, provided other exit point controls[22] are implemented to minimize sediment track-out;

c. Implement additional track-out controls[23] as necessary to ensure that sediment removal occurs prior to vehicle exit; and

d. Where sediment has been tracked-out from your site onto paved roads, sidewalks, or other paved areas outside of your site, remove the deposited sediment by the end of the same business day in which the track-out occurs or by the end of the next business day if track-out occurs on a non-business day. Remove the track-out by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal. You are prohibited from hosing or sweeping tracked-out

[20] Examples of perimeter controls include filter berms; different types of silt fence such as wire-backed silt fence, super silt fence, or multi-layer geotextile silt fence; compost filter socks; gravel barriers; and temporary diversion dikes.

[21] Examples of appropriate stabilization techniques include the use of aggregate stone with an underlying geotextile or non-woven filter fabric, and turf mats.

[22] Examples of other exit point controls include preventing the use of exit points during wet periods; minimizing exit point use by keeping vehicles on site to the extent possible; limiting exit point size to the width needed for vehicle and equipment usage; using scarifying and compaction techniques on the soil; and avoiding establishing exit points in environmentally sensitive areas (e.g., *karst areas; steep slopes)*.

[23] Examples of additional track-out controls include the use of wheel washing, rumble strips, and rattle plates.

sediment into any constructed or natural site drainage feature, storm drain inlet, or receiving water.[24]

2.2.5 Manage stockpiles or land clearing debris piles composed, in whole or in part, of sediment and/or soil:[25]

a. Locate the piles outside of any natural buffers established under Part 2.2.1 and away from any constructed or natural site drainage features, storm drain inlets, and areas where stormwater flow is concentrated;

b. Install a sediment barrier along all downgradient perimeter areas of stockpiled soil or land clearing debris piles;[26]

c. For piles that will be unused for 14 or more days, provide cover[27] or appropriate temporary stabilization (consistent with Part 2.2.14);

d. You are prohibited from hosing down or sweeping soil or sediment accumulated on pavement or other impervious surfaces into any constructed or natural site drainage feature, storm drain inlet, or receiving water.

2.2.6 Minimize dust. On areas of exposed soil, minimize dust through the appropriate application of water or other dust suppression techniques to control the generation of pollutants that could be discharged in stormwater from the site.

2.2.7 Minimize steep slope disturbances. Minimize the disturbance of "steep slopes" (as defined in Appendix A).[28]

2.2.8 Preserve native topsoil, unless infeasible.[29]

2.2.9 Minimize soil compaction.[30] In areas of your site where final vegetative stabilization will occur or where infiltration practices will be installed:

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[24] Fine grains that remain visible (e.g., staining) on the surfaces of off-site streets, other paved areas, and sidewalks after you have implemented sediment removal practices are not a violation of Part 2.2.4.

[25] The requirements in Part 2.2.5 do not apply to the storage of rock, such as rip rap, landscape rock, pipe bedding gravel, and boulders. Refer to Part 2.3.3a for the requirements that apply to these types of materials.

[26] Examples of sediment barriers include berms, dikes, fiber rolls, silt fences, sandbags, gravel bags, or straw bale.

[27] Examples of cover include tarps, blown straw and hydroseeding.

[28] Where disturbance to steep slopes cannot be avoided, operators should consider implementing controls suitable for steep slope disturbances that are effective at minimizing erosion and sediment discharge (e.g., preservation of existing vegetation, hydraulic mulch, geotextiles and mats, compost blankets, earth dikes or drainage swales, terraces, velocity dissipation devices). To identify slopes and soil types that are of comparatively higher risk for sediment discharge in areas of the country where the CGP is in effect, operators can use the tables in Appendix F (see Tables F-2 thru F-6).

[29] Stockpiling topsoil at off-site locations, or transferring topsoil to other locations, is an example of a practice that is consistent with the requirements in Part 2.2.8. Preserving native topsoil is not required where the intended function of a specific area of the site dictates that the topsoil be disturbed or removed. For example, some sites may be designed to be highly impervious after construction, and therefore little or no vegetation is intended to remain, or may not have space to stockpile native topsoil on site for later use, in which case it may not be feasible to preserve topsoil.

[30] Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it be compacted.

a. Restrict vehicle and equipment use in these locations to avoid soil compaction; and

b. Before seeding or planting areas of exposed soil that have been compacted, use techniques that rehabilitate and condition the soils as necessary to support vegetative growth.

2.2.10 Protect storm drain inlets.

a. Install inlet protection measures that remove sediment from discharges prior to entry into any storm drain inlet that carries stormwater from your site to a receiving water, provided you have authority to access the storm drain inlet.[31] Inlet protection measures are not required for storm drain inlets that are conveyed to a sediment basin, sediment trap, or similarly effective control; and

b. Clean, or remove and replace, the inlet protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same business day in which it is found or by the end of the following business day if removal by the same business day is not feasible.

2.2.11 Control stormwater discharges, including both peak flowrates and total stormwater volume, to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points.[32]

2.2.12 If you install a sediment basin or similar impoundment:

a. Situate the basin or impoundment outside of any receiving water. and any natural buffers established under Part 2.2.1;

b. Design the basin or impoundment to avoid collecting water from wetlands;

c. Design the basin or impoundment to provide storage for either:

i. The calculated volume of runoff from a 2-year, 24-hour storm;[33] or

ii. 3,600 cubic feet per acre drained.

d. Utilize outlet structures that withdraw water from the surface of the sediment basin or similar impoundment, unless infeasible;[34]

e. Use erosion controls and velocity dissipation devices to prevent erosion at inlets and outlets; and

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[31] Inlet protection measures can be removed in the event of flood conditions or to prevent erosion.

[32] Examples of stormwater controls that can be used to comply with this requirement include the use of erosion controls and/or velocity dissipation devices (e.g., check dams, sediment traps), within and along the length of a constructed site drainage feature and at the outfall to slow down stormwater.

[33] Operators may refer to https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates for guidance on determining the volume of precipitation associated with their site's local 2-year, 24-hour storm event.

[34] The circumstances in which it is infeasible to design outlet structures in this manner are rare. Exceptions may include areas with extended cold weather, where using surface outlets may not be feasible during certain time periods (although they must be used during other periods). If you determine that it is infeasible to meet this requirement, you must provide documentation in your SWPPP to support your determination, including the specific conditions or time periods when this exception will apply.

f. Remove accumulated sediment to maintain at least one-half of the design capacity and conduct all other appropriate maintenance to ensure the basin or impoundment remains in effective operating condition.

2.2.13 If using treatment chemicals (e.g., *polymers, flocculants, coagulants*):

a. Use conventional erosion and sediment controls before and after the application of treatment chemicals. Chemicals may only be applied where treated stormwater is directed to a sediment control *(*e.g., *sediment basin, perimeter control)* before discharge.

b. Select appropriate treatment chemicals*.* Chemicals must be appropriately suited to the types of soils likely to be exposed during construction and present in the discharges being treated *(*i.e., *the expected turbidity, pH, and flow rate of stormwater flowing into the chemical treatment system or area)*.

c. Minimize discharge risk from stored chemicals. Store all treatment chemicals in leak-proof containers that are kept under storm-resistant cover and surrounded by secondary containment structures *(*e.g., *spill berms, dikes, spill containment pallets)*, or provide equivalent measures designed and maintained to minimize the potential discharge of treatment chemicals in stormwater or by any other means *(*e.g., *storing chemicals in a covered area, having a spill kit available on site and ensuring personnel are available to respond expeditiously in the event of a leak or spill)*.

d. Comply with State/local requirements. Comply with applicable State and local requirements regarding the use of treatment chemicals.

e. Use chemicals in accordance with good engineering practices and specifications of the chemical provider/supplier. Use treatment chemicals and chemical treatment systems in accordance with good engineering practices, and with dosing specifications and sediment removal design specifications provided by the provider/supplier of the applicable chemicals, or document in your SWPPP specific departures from these specifications and how they reflect good engineering practice.

f. Ensure proper training. Ensure all persons who handle and use treatment chemicals at the construction site are provided with appropriate, product-specific training prior to beginning application of treatment chemicals. Among other things, the training must cover proper dosing requirements.

g. Perform additional measures specified by the EPA Regional Office for the authorized use of cationic chemicals. If you have been authorized to use cationic chemicals at your site pursuant to Part 1.1.9, you must perform all additional measures as conditioned by your authorization to ensure the use of such chemicals will not result in discharges that do not meet water quality standards.

2.2.14 Stabilize exposed portions of the site. Implement and maintain stabilization measures (*e.g., seeding protected by erosion controls until vegetation is established,*[35] *sodding, mulching, erosion control blankets, hydromulch, gravel*) that minimize erosion from any areas of exposed soil on the site in accordance with Part.

[35] If you will be evaluating the use of some type of erosion control netting to the site as part of your site stabilization, EPA encourages you to consider employing products that have been shown to minimize

a. Stabilization Deadlines:[36]

Table 2 Deadlines for Initiating and Completing Site Stabilization.

Total Amount of Land Disturbance Occurring At Any One Time[37]	Deadline
i. Five acres or less (≤5.0) **Note: this includes sites disturbing more than five acres (>5.0) total over the course of a project, but that limit disturbance at any one time *(i.e., phase the disturbance)* to five acres or less (≤5.0)**	• Initiate the installation of stabilization measures immediately[38] in any areas of exposed soil where construction activities have permanently ceased or will be temporarily inactive for 14 or more calendar days;[39] and • Complete the installation of stabilization measures as soon as practicable, but no later than 14 calendar days

impacts on wildlife. For instance, the U.S. Fish & Wildlife Service provides recommendations on the type of netting practices that are considered "wildlife friendly," including those that use natural fiber or 100 percent biodegradable materials and that use a loose weave with a non-welded, movable jointed netting, as well as those products that are not wildlife friendly including square plastic netting that are degradable (e.g., photodegradable, UV-degradable, oxo-degradable), netting made from polypropylene, nylon, polyethylene, or polyester. Other recommendations include removing the netting product when it is no longer needed. See https://www.fws.gov/midwest/eastlansing/library/pdf/WildlifeFriendlyErosionControlProducts_revised.pdf for further information. There also may be State, Tribal, or local requirements about using wildlife friendly erosion control products.

[36] EPA may determine, based on an inspection carried out under Part 4.8 and corrective actions required under Part 5.3, that the level of sediment discharge on the site makes it necessary to require a faster schedule for completing stabilization. For instance, if sediment discharges from an area of exposed soil that is required to be stabilized are compromising the performance of existing stormwater controls, EPA may require stabilization to correct this problem.

[37] Limiting disturbances to five (5) acres or less at any one time means that at no time during the project do the cumulative earth disturbances exceed five (5) acres. The following examples would qualify as limiting disturbances at any one time to five (5) acres or less:

1. The total area of disturbance for a project is five (5) acres or less.
2. The total area of disturbance for a project will exceed five (5) acres, but the operator ensures that no more than five (5) acres will be disturbed at any one time through implementation of stabilization measures. In this way, site stabilization can be used to "free up" land that can be disturbed without exceeding the five (5)-acre cap to qualify for the 14-day stabilization deadline. For instance, if an operator completes stabilization of two (2) acres of land on a five (5)-acre disturbance, then two (2) additional acres could be disturbed while still qualifying for the longer 14-day stabilization deadline.

[38] The following are examples of activities that would constitute the immediate initiation of stabilization:

1. Prepping the soil for vegetative or non-vegetative stabilization as long as seeding, planting, and/or installation of non-vegetative stabilization products takes place as soon as practicable, but no later than one (1) calendar day of completing soil preparation;
2. Applying mulch or other non-vegetative product to the exposed area;
3. Seeding or planting the exposed area;
4. Starting any of the activities in # 1 – 3 on a portion of the entire area that will be stabilized; and
5. Finalizing arrangements to have stabilization product fully installed in compliance with the deadlines for completing stabilization.

[39] The requirement to initiate stabilization immediately is triggered as soon as you know that construction work on a portion of the site is temporarily ceased and will not resume for 14 or more days, or as soon as you know that construction work is permanently ceased. In the context of this provision, "immediately" means as soon as practicable, but no later than the end of the next business day, following the day when the construction activities have temporarily or permanently ceased.

Total Amount of Land Disturbance Occurring At Any One Time[37]	Deadline
	after stabilization has been initiated.[40]
ii. More than five acres (>5.0)	• Initiate the installation of stabilization measures immediately[41] in any areas of exposed soil where construction activities have permanently ceased or will be temporarily inactive for 14 or more calendar days;[42] and • Complete the installation of stabilization measures as soon as practicable, but no later than seven (7) calendar days after stabilization has been initiated.[43]

b. Exceptions:

i. Arid, semi-arid, and drought-stricken areas (as defined in Appendix A)**.** If it is the seasonally dry period (as defined in Appendix A)[44] or a period in which drought is occurring, and vegetative stabilization measures are being used:

(a) Immediately initiate and, within 14 calendar days of temporary or permanent cessation of work in any portion of your site, complete the installation of temporary non-vegetative stabilization measures to the extent necessary to prevent erosion;

(b) As soon as practicable, given conditions or circumstances on the site, complete all activities necessary to seed or plant the area to be stabilized; and

(c) If construction is occurring during the seasonally dry period, indicate in your SWPPP the beginning and ending dates of the seasonally dry period and your site conditions. Also include the schedule you will follow for initiating and completing vegetative stabilization.

ii. Unforeseen circumstances. Operators that are affected by unforeseen circumstances[45] that delay the initiation and/or completion of vegetative stabilization:

[40] If vegetative stabilization measures are being implemented, stabilization is considered "installed" when all activities necessary to seed or plant the area are completed, including the application of any non-vegetative protective cover (e.g., mulch, erosion control blanket), if applicable. If non-vegetative stabilization measures are being implemented, stabilization is considered "installed" when all such measures are implemented or applied.

[41] See footnote 38.

[42] See footnote 39.

[43] See footnote 40.

[44] The term "seasonally dry period" as defined in Appendix A refers to a month in which the long-term average total precipitation is less than or equal to 0.5 inches. Refer to EPA's Seasonally Dry Period Locator Tool at https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates and supporting maps for assistance in determining whether a site is operating during a seasonally dry period for the area.

[45] Examples include problems with the supply of seed stock or with the availability of specialized equipment and unsuitability of soil conditions due to excessive precipitation and/or flooding.

(a) Immediately initiate and, within 14 calendar days, complete the installation of temporary non-vegetative stabilization measures to prevent erosion;

(b) Complete all soil conditioning, seeding, watering or irrigation installation, mulching, and other required activities related to the planting and initial establishment of vegetation as soon as conditions or circumstances allow it on your site; and

(c) Document in the SWPPP the circumstances that prevent you from meeting the deadlines in Part 2.2.14a and the schedule you will follow for initiating and completing stabilization.

iii. Discharges to a sediment- or nutrient-impaired water or to a water that is identified by your State, Tribe, or EPA as Tier 2, Tier 2.5, or Tier 3 for antidegradation purposes. Complete stabilization as soon as practicable, but no later than seven (7) calendar days after stabilization has been initiated.

c. Final Stabilization Criteria (for any areas not covered by permanent structures)**:**

i. Establish uniform, perennial vegetation *(*i.e.*, evenly distributed, without large bare areas)* to provide 70 percent or more of the vegetative cover native to local undisturbed areas; and/or

ii. Implement permanent non-vegetative stabilization measures[46] to provide effective cover of any areas of exposed soil.

iii. Exceptions:

(a) **Arid, semi-arid, and drought-stricken areas** (as defined in Appendix A). Final stabilization is met if the area has been seeded or planted to establish vegetation that provides 70 percent or more of the vegetative cover native to local undisturbed areas within three (3) years and, to the extent necessary to prevent erosion on the seeded or planted area, non-vegetative erosion controls have been applied to provide cover for at least three years without active maintenance.

(b) **Disturbed areas on agricultural land that are restored to their preconstruction agricultural use.** The Part 2.2.14c final stabilization criteria do not apply.

(c) **Areas that need to remain disturbed.** In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remain disturbed, and only the minimum area needed remains disturbed *(*e.g.*, dirt access roads, utility pole pads, areas being used for storage of vehicles, equipment, materials)*.

2.3 POLLUTION PREVENTION REQUIREMENTS[47]

You must implement pollution prevention controls in accordance with the following requirements to minimize the discharge of pollutants in stormwater and to prevent the discharge of pollutants from spilled or leaked materials from construction activities.

[46] Examples of permanent non-vegetative stabilization measures include riprap, gravel, gabions, and geotextiles.

[47] Under this permit, you are not required to minimize exposure for any products or materials where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use).

2.3.1 For equipment and vehicle fueling and maintenance:

a. Provide an effective means of eliminating the discharge of spilled or leaked chemicals, including fuels and oils, from these activities;[48]

b. If applicable, comply with the Spill Prevention Control and Countermeasures (SPCC) requirements in 40 CFR part 112 and Section 311 of the CWA;

c. Ensure adequate supplies are available at all times to handle spills, leaks, and disposal of used liquids;

d. Use drip pans and absorbents under or around leaky vehicles;

e. Dispose of or recycle oil and oily wastes in accordance with other Federal, State, Tribal, or local requirements; and

f. Clean up spills or contaminated surfaces immediately, using dry clean up measures (do not clean contaminated surfaces by hosing the area down), and eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.

2.3.2 For equipment and vehicle washing:

a. Provide an effective means of minimizing the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other types of wash waters;[49]

b. Ensure there is no discharge of soaps, solvents, or detergents in equipment and vehicle wash water; and

c. For storage of soaps, detergents, or solvents, provide either (1) cover *(*e.g., *plastic sheeting, temporary roofs)* to minimize the exposure of these detergents to precipitation and to stormwater, or (2) a similarly effective means designed to minimize the discharge of pollutants from these areas.

2.3.3 For storage, handling, and disposal of building products, materials, and wastes:[50]

a. *For building materials and building products*,[51] provide either (1) cover (e.g., *plastic sheeting, temporary roofs*) to minimize the exposure of these products to

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[48] Examples of effective means include:

- Locating activities away from receiving waters, storm drain inlets, and constructed or natural site drainage feature so that stormwater coming into contact with these activities cannot reach waters of the U.S.;
- Providing secondary containment (e.g., *spill berms, dikes, spill containment pallets*) and cover where appropriate; and
- Having a spill kit available on site and ensuring personnel are available to respond expeditiously in the event of a leak or spill.

[49] Examples of effective means include locating activities away from receiving waters and storm drain inlets or constructed or natural site drainage features and directing wash waters to a sediment basin or sediment trap, using filtration devices, such as filter bags or sand filters, or using other similarly effective controls.

[50] Compliance with the requirements of this permit does not relieve compliance requirements with respect to Federal, State, or local laws and regulations governing the storage, handling, and disposal of solid, hazardous, or toxic wastes and materials.

[51] Examples of building materials and building products typically present at construction sites include asphalt sealants, copper flashing, roofing materials, adhesives, concrete admixtures, and gravel and mulch stockpiles.

precipitation and to stormwater, or (2) a similarly effective means designed to minimize the discharge of pollutants from these areas.

Exception: Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use).

b. *For pesticides, herbicides, insecticides, fertilizers, and landscape materials:*

i. In storage areas, provide either (1) cover (e.g., *plastic sheeting, temporary roofs*) to minimize the exposure of these chemicals to precipitation and to stormwater, or (2) a similarly effective means designed to minimize the discharge of pollutants from these areas; and

ii. Comply with all application and disposal requirements included on the registered pesticide, herbicide, insecticide, and fertilizer label (see also Part 2.3.5).

c. *For diesel fuel, oil, hydraulic fluids, other petroleum products, and other chemicals:* The following requirements apply to the storage and handling of chemicals on your site. If you are already implementing controls as part of an SPCC or other spill prevention plan that meet or exceed the requirements of this Part, you may continue to do so and be considered in compliance with these provisions provided you reference the applicable parts of the SPCC or other plans in your SWPPP as required in Part 7.2.6b.viii.

i. If any chemical container has a storage capacity of less than 55 gallons:

(a) The containers must be water-tight, and must be kept closed, sealed, and secured when not being actively used;

(b) If stored outside, use a spill containment pallet or similar device to capture small leaks or spills; and

(c) Have a spill kit available on site that is in good working condition (i.e., not damaged, expired, or used up) and ensure personnel are available to respond immediately in the event of a leak or spill.

ii. If any chemical container has a storage capacity of 55 gallons or more:

(a) The containers must be water-tight, and must be kept closed, sealed, and secured when not being actively used;

(b) Store containers a minimum of 50 feet from receiving waters, constructed or natural site drainage features, and storm drain inlets. If infeasible due to site constraints, store containers as far away from these features as the site permits. If site constraints prevent you from storing containers 50 feet away from receiving waters or the other features identified, you must document in your SWPPP the specific reasons why the 50-foot setback is infeasible, and how you will store containers as far away as the site permits;

(c) Provide either (1) cover (e.g., temporary roofs) to minimize the exposure of these containers to precipitation and to stormwater, or (2) secondary containment (e.g., curbing, spill berms, dikes, spill containment pallets, double-wall, above-ground storage tank); and

(d) Have a spill kit available on site that is in good working condition (i.e., not

damaged, expired, or used up) and ensure personnel are available to respond immediately in the event of a leak or spill. Additional secondary containment measures are listed at 40 CFR § 112.7(c)(1).

iii. Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly. You are prohibited from hosing the area down to clean surfaces or spills. Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.

d. *For hazardous or toxic wastes:*[52]

i. Separate hazardous or toxic waste from construction and domestic waste;

ii. Store waste in sealed containers, constructed of suitable materials to prevent leakage and corrosion, and labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable Federal, State, Tribal, or local requirements;

iii. Store all outside containers within appropriately-sized secondary containment (e.g., *spill berms, dikes, spill containment pallets*) to prevent spills from being discharged, or provide a similarly effective means designed to prevent the discharge of pollutants from these areas *(e.g., storing chemicals in a covered area, having a spill kit available on site);*

iv. Dispose of hazardous or toxic waste in accordance with the manufacturer's recommended method of disposal and in compliance with Federal, State, Tribal, and local requirements;

v. Clean up spills immediately, using dry clean-up methods, and dispose of used materials properly. You are prohibited from hosing the area down to clean surfaces or spills. Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge; and

vi. Follow all other Federal, State, Tribal, and local requirements regarding hazardous or toxic waste.

e. *For construction and domestic wastes:*[53]

i. Provide waste containers *(e.g., dumpster, trash receptacle)* of sufficient size and number to contain construction and domestic wastes;

(a) For waste containers with lids, keep waste container lids closed when not in use, and close lids at the end of the business day and during storm events. For waste containers without lids, provide either (1) cover *(e.g., a tarp, plastic sheeting, temporary roof)* to minimize exposure of wastes to precipitation, or (2) a similarly effective means designed to minimize the discharge of pollutants *(e.g., secondary containment)*;

(b) On business days, clean up and dispose of waste in designated waste

[52] Examples of hazardous or toxic waste that may be present at construction sites include paints, caulks, sealants, fluorescent light ballasts, solvents, petroleum-based products, wood preservatives, additives, curing compounds, and acids.

[53] Examples of construction and domestic wastes include packaging materials, scrap construction materials, masonry products, timber, pipe and electrical cuttings, plastics, styrofoam, concrete, demolition debris; and other trash or discarded materials.

containers; and

(c) Clean up immediately if containers overflow, and if there is litter elsewhere on the site from escaped trash.

ii. Waste containers are not required for the waste remnant or unused portions of construction materials or final products that are covered by the exception in Part 2.2.3a provided that:

(a) These wastes are stored separately from other construction or domestic wastes addressed by Part 2.3.3e.i (i.e., wastes not covered by the exception in Part 2.3.3a). If the wastes are mixed, they must be stored in waste containers as required in Part 2.3.3e.i; and

(b) These wastes are stored in designated areas of the site, the wastes are described in the SWPPP (see Part 7.2.6b.ix), and identified in the site plan (see Part 7.2.4i).

f. *For sanitary waste*, position portable toilets so they are secure and will not be tipped or knocked over, and are located away from receiving waters, storm drain inlets, and constructed or natural site drainage features.

2.3.4 For washing applicators and containers used for stucco, paint, concrete, form release oils, curing compounds, or other materials:

a. Direct wash water into a leak-proof container or leak-proof and lined pit designed so no overflows can occur due to inadequate sizing or precipitation;

b. Handle washout or cleanout wastes as follows:

i. For liquid wastes:

(a) Do not dump liquid wastes or allow them to enter into constructed or natural site drainage features, storm inlets, or receiving waters;

(b) Do not allow liquid wastes to be disposed of through infiltration or to otherwise be disposed of on the ground;

(c) Comply with applicable State, Tribal, or local requirements for disposal

ii. Remove and dispose of hardened concrete waste consistent with your handling of other construction wastes in Part 2.3.3e; and

c. Locate any washout or cleanout activities as far away as possible from receiving waters, constructed or natural site drainage features, and storm drain inlets, and, to the extent feasible, designate areas to be used for these activities and conduct such activities only in these areas.

2.3.5 For the application of fertilizers:

a. Apply at a rate and in amounts consistent with manufacturer's specifications, or document in the SWPPP departures from the manufacturer specifications where appropriate in accordance with Part 7.2.6b.x;

b. Apply at the appropriate time of year for your location, and preferably timed to coincide as closely as possible to the period of maximum vegetation uptake and growth;

c. Avoid applying before heavy rains that could cause excess nutrients to be discharged;

d. Never apply to frozen ground;

e. Never apply to constructed or natural site drainage features; and

f. Follow all other Federal, State, Tribal, and local requirements regarding fertilizer application.

2.3.6 Emergency Spill Notification Requirements

Discharges of toxic or hazardous substances from a spill or other release are prohibited, consistent with Part 1.3.5. Where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR part 110, 40 CFR part 117, or 40 CFR part 302 occurs during a 24-hour period, you must notify the National Response Center (NRC) at (800) 424-8802 or, in the Washington, DC metropolitan area, call (202) 267-2675 in accordance with the requirements of 40 CFR part 110, 40 CFR part 117, and 40 CFR part 302 as soon as you have knowledge of the release. You must also, within seven (7) calendar days of knowledge of the release, provide a description of the release, the circumstances leading to the release, and the date of the release. State, Tribal, or local requirements may necessitate additional reporting of spills or discharges to local emergency response, public health, or drinking water supply agencies.

2.4 CONSTRUCTION DEWATERING REQUIREMENTS

Comply with the following requirements to minimize the discharge of pollutants from dewatering[54] operations.

2.4.1 Route dewatering water through a sediment control (e.g., sediment trap or basin, pumped water filter bag) designed to prevent discharges with visual turbidity; [55]

2.4.2 Do not discharge visible floating solids or foam;

2.4.3 The discharge must not cause the formation of a visible sheen on the water surface, or visible oily deposits on the bottom or shoreline of the receiving water. Use an oil-water separator or suitable filtration device (such as a cartridge filter) designed to remove oil, grease, or other products if dewatering water is found to or expected to contain these materials;

2.4.4 To the extent feasible, use well-vegetated (e.g., grassy or wooded), upland areas of the site to infiltrate dewatering water before discharge.[56] You are prohibited from using receiving waters as part of the treatment area;

2.4.5 To prevent dewatering-related erosion and related sediment discharges:

a. Use stable, erosion-resistant surfaces (e.g., well-vegetated grassy areas, clean filter stone, geotextile underlayment) to discharge from dewatering controls;

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[54] "Dewatering" is defined in Appendix A as "the act of draining accumulated stormwater and/or ground water from building foundations, vaults, and trenches, or other similar points of accumulation."

[55] For the purposes of this permit, visual turbidity is present where there is a sediment plume in the discharge or the discharge appears cloudy, or opaque, or has a visible contrast that can be identified by an observer.

[56] See footnote 19.

b. Do not place dewatering controls, such as pumped water filter bags, on steep slopes (as defined in Appendix A); and

c. At all points where dewatering water is discharged, comply with the velocity dissipation requirements of Part 2.2.11.

2.4.6 For backwash water, either haul it away for disposal or return it to the beginning of the treatment process;

2.4.7 Replace and clean the filter media used in dewatering devices when the pressure differential equals or exceeds the manufacturer's specifications; and

2.4.8 Comply with dewatering-specific inspection requirements in Part 4.

3 WATER QUALITY-BASED EFFLUENT LIMITATIONS

3.1 GENERAL EFFLUENT LIMITATION TO MEET APPLICABLE WATER QUALITY STANDARDS

Discharges must be controlled as necessary to meet applicable water quality standards. Discharges must also comply with any additional State or Tribal requirements that are in Part 9.

In the absence of information demonstrating otherwise, EPA expects that compliance with the conditions in this permit will result in stormwater discharges being controlled as necessary to meet applicable water quality standards. If at any time you become aware, or EPA determines, that discharges are not being controlled as necessary to meet applicable water quality standards, you must take corrective action as required in Parts 5.1 and 5.2, and document the corrective actions as required in Part 5.4.

EPA may insist that you install additional controls (to meet the narrative water quality-based effluent limit above) on a site-specific basis, or require you to obtain coverage under an individual permit, if information in your NOI or from other sources indicates that your discharges are not controlled as necessary to meet applicable water quality standards. This includes situations where additional controls are necessary to comply with a wasteload allocation in an EPA-established or approved TMDL.

If during your coverage under a previous permit, you were required to install and maintain stormwater controls specifically to meet the assumptions and requirements of an EPA-approved or established TMDL (for any parameter) or to otherwise control your discharge to meet water quality standards, you must continue to implement such controls as part of your coverage under this permit.

3.2 WATER QUALITY-BASED CONDITIONS FOR SITES DISCHARGING TO CERTAIN IMPAIRED AND HIGH QUALITY RECEIVING WATERS

For any portion of the site that discharges to a sediment or nutrient-impaired water or to a water that is identified by your State, Tribe, or EPA as Tier 2, Tier 2.5, or Tier 3 for antidegradation purposes,[57] you must comply with the inspection frequency specified in Part 4.3 and you must comply with the stabilization deadline specified in Part 2.2.14b.iii.[58]

[57] Refer to Appendix A for definitions of "impaired water" and "Tier 2," "Tier 2.5," and "Tier 3" waters. For assistance in determining whether your site discharges to impaired waters, EPA has developed a tool that is available at https://www.epa.gov/npdes/epas-stormwater-discharge-mapping-tools. For assistance in determining whether your site discharges to a Tier 2, 2.5, or 3 water, refer to the list of such waters at https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates.

[58] If you qualify for any of the reduced inspection frequencies in Part 4.4, you may conduct inspections in

If you discharge to a water that is impaired for a parameter other than a sediment-related parameter or nutrients, EPA will inform you if any additional controls are necessary for your discharge to be controlled as necessary to meet water quality standards. These controls might include those necessary for your discharge to be consistent with the assumptions of any available wasteload allocation in any applicable TMDL. In addition, EPA may require you to apply for and obtain coverage under an individual NPDES permit.

In addition, on a case-by-case basis, EPA may notify operators of new sites or operators of existing sites with increased discharges that additional analyses, stormwater controls, and/or other measures are necessary to comply with the applicable antidegradation requirements, or notify you that an individual permit application is necessary.

If you discharge to a water that is impaired for polychlorinated biphenyls (PCBs) and are engaging in demolition of any structure with at least 10,000 square feet of floor space built or renovated before January 1, 1980, you must:

a. Implement controls[59] to minimize the exposure of PCB-containing building materials, including paint, caulk, and pre-1980 fluorescent lighting fixtures, to precipitation and to stormwater; and

b. Ensure that disposal of such materials is performed in compliance with applicable State, Federal, and local laws.

3.3 TURBIDITY BENCHMARK MONITORING FOR SITES DISCHARGING DEWATERING WATER TO PROTECT THE WATER QUALITY OF SENSITIVE WATERS

For sites discharging dewatering water to "sensitive waters" (i.e., receiving waters listed as impaired for sediment or a sediment-related parameter (as defined in Appendix A), or receiving waters designated as a Tier 2, Tier 2.5, or Tier 3 for antidegradation purposes) you are required to comply with the benchmark monitoring requirements in this Part and document the procedures you will use at your site in your SWPPP pursuant to Part 7.2.8. A summary of these requirements is included in Table 1.

EPA notes that the benchmark threshold is not an effluent limitation, rather it is an indicator that the dewatering controls may not be working to protect water quality, which the operator must investigate and correct as appropriate. A benchmark exceedance is not a permit violation. However, if a benchmark exceedance triggers corrective action in Part 5.1.5a, failure to conduct any required action is a permit violation.

Where there are multiple operators associated with the same site, the operators may coordinate with one another to carry out the monitoring requirements of this Part in order to avoid duplicating efforts. Such coordinating arrangements must be described in the SWPPP consistent with Part 7.2.8. Regardless of how the operators divide the

accordance with Part 4.4 for any portion of your site that discharges to a sensitive water.

[59] Examples of controls to minimize exposure of PCBs to precipitation and stormwater include separating work areas from non-work areas and selecting appropriate personal protective equipment and tools, constructing a containment area so that all dust or debris generated by the work remains within the protected area, and using tools that minimize dust and heat (<212°F). For additional information, refer to Part 2.3.3 of the CGP Fact Sheet.

responsibilities for monitoring and reporting, each operator remains responsible for compliance with these requirements.[60]

3.3.1 Turbidity monitoring requirements[61]

a. **Sampling frequency.** You must collect at least one turbidity sample from your dewatering discharge each day a discharge occurs.

b. **Sampling location.** Samples must be taken at all points where dewatering water is discharged. Samples must be taken after the dewatering water has been treated by installed treatment devices pursuant to Parts 2.4.1 and 2.4.3 and prior to its discharge off site into a receiving water, constructed or natural site drainage feature, or storm drain inlet.

c. **Representative samples.** Samples taken must be representative of the dewatering discharge for any given day as required in Appendix G (standard permit conditions), Part G.10.2.

d. **Test methods.** Samples must be measured using a turbidity meter that reports results in nephelometric turbidity units (NTUs) and conforms with a Part 136-approved method (e.g., methods 180.1 and 2130). You are required to use the meter, and conduct a calibration verification prior to each day's use, consistent with the manufacturer's instructions.

3.3.2 Turbidity benchmark

a. The benchmark threshold for turbidity for this permit is 50 NTUs (referred to elsewhere in this permit as the "standard 50 NTU benchmark") unless EPA has authorized the use of an alternate benchmark in accordance with Part 3.3.2b.

b. **Request for alternate benchmark threshold.**

i. At any time prior to or during your coverage under this permit, you may request that EPA approve a benchmark for your site that is higher than 50 NTUs if you have information demonstrating the higher number is the same as your receiving water's water quality standard for turbidity. Unless EPA approves an alternate benchmark, you will be required to use the standard 50 NTU benchmark. To request approval of an alternate benchmark, you must submit the following information to your applicable EPA Regional Office (see Appendix K):
(a) The current turbidity water quality standard that applies to your receiving

[60] For instance, if Operator A relies on Operator B to meet the Part 3.3.1 turbidity monitoring requirements, the Part 3.3.4 reporting and recordkeeping requirements, and the Part 5.2.2 corrective action provisions when applicable, Operator A does not have to duplicate these same functions if Operator B is implementing them for both operators to be in compliance with the permit. However, Operator A remains responsible for complying with these permit requirements if Operator B fails to take actions that were necessary for Operator A to comply with the permit. See also footnote 83. EPA notes that both Operator A and B are required to submit turbidity monitoring reports as required under Part 3.3.4, however, Operator A's report does not need to include the data collected by Operator B as long as Operator B submits the required data and Operator A's report indicates that it is relying on Operator B to report the data. See Part 3.3.4a.

[61] Operators may find it useful to consult EPA's *Monitoring and Inspection Guide for Construction Dewatering*, available at https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates, which provides guidelines on how to correctly monitor for turbidity, determine if the weekly average exceeds the benchmark, and, if so, how to proceed with corrective action.

water and the source/citation.[62]

(b) If the applicable turbidity water quality standard requires information on natural or background turbidity levels (e.g., "no more than 10 NTU above natural turbidity levels") to determine the specific standard for the receiving water, include available data that can be used to establish the natural turbidity levels of your receiving water (including literature studies or Federal, State, Tribal, or local government data). Data must be representative of the natural turbidity levels of your specific receiving water. Identify the source(s) of all data provided, including if the data are from samples you collected of the receiving water.

ii. EPA will inform you of its decision on whether to approve the requested alternate benchmark within 30 days. EPA may approve your request, request additional time (e.g., if additional information is needed to substantiate the data you provided), or deny your request. Unless and until EPA approves your request to use an alternate benchmark, you are required to use the standard benchmark of 50 NTUs and take any required corrective actions if an exceedance occurs.

3.3.3 Comparison of turbidity samples to benchmark. Compare the weekly average[63] of your turbidity monitoring results to the standard 50 NTU benchmark, or alternate benchmark if approved by EPA.

a. If the weekly average of your turbidity monitoring results exceeds the standard benchmark (or your approved alternate benchmark), you are required to conduct follow-up corrective action in accordance with Part 5.2.2 and document any corrective action taken in your corrective action log in accordance with Part 5.4.

b. For averaging purposes, a "monitoring week" starts with a Monday and ends on Sunday. Once a new monitoring week starts, you will need to calculate a new average for that week of turbidity monitoring results.[64] A weekly average may consist of one or more turbidity monitoring results.

c. Although you are not required to collect and analyze more than one turbidity sample per day from your dewatering discharge, if you do collect and analyze more than one sample on any given day, you must include any additional results in the

[62] For instance, if your site is located in Washington, DC, and you are discharging to a Class B water, for which the water quality standard is that turbidity may not increase above ambient levels by more than 20 percent, you would reference "Water Quality Standards for the District of Columbia, Chapter 11, Section 1104.8."

[63] A "weekly average" is defined as the sum of all of the turbidity samples taken during a "monitoring week" divided by the number of samples measured during that week. Average values should be calculated to the nearest whole number.

[64] For example, if turbidity samples from your dewatering discharge in week 1 result in values of 30 NTU on Tuesday, 40 NTU on Wednesday, and 45 NTU on Thursday, your weekly average turbidity value would be 38.33 NTU ((30+40+45) ÷ 3 = 38 NTU). If in week 2, your turbidity samples resulted in values of 45 NTU on Monday, 30 NTU on Tuesday, 25 NTU on Wednesday, and 15 NTU on Thursday, you would calculate a new average for that week, which would yield an average turbidity value of 28.75 NTU ((45+30+25+15) ÷ 4 = 29 NTU). By comparison, if your samples on consecutive days from Friday to Monday were 60 NTU, 45 NTU, 40 NTU, and 43 NTU, respectively, and there are no other dewatering discharges for the remainder of the week, you would calculate one weekly average for the Friday to Sunday to be 48 NTU ((60+45+40) ÷ 3 = 48 NTU), and a separate weekly average for the one Monday to be 43 NTU (43 ÷ 1 = 43 NTU).

calculation of your weekly average (i.e., add all individual results for that monitoring week and divide by the total number of samples).[65]

d. If you are conducting turbidity monitoring for more than one dewatering discharge point, you must calculate a weekly average turbidity value for each discharge point and compare each to the turbidity benchmark.

3.3.4 Reporting and recordkeeping.

a. You must submit reports of your weekly average turbidity data to EPA no later than 30 days following the end of each monitoring quarter. If there are monitoring weeks in which there was no dewatering discharge, or if there is a monitoring quarter with no dewatering discharge, indicate this in your turbidity monitoring report. If another operator associated with your same site is conducting turbidity monitoring on your behalf pursuant to Part 3.3, indicate this in your turbidity monitoring report.

b. For the purposes of this permit, the following monitoring quarters and reporting deadlines apply:

Table 3. Monitoring Quarters and Deadlines for Reporting Turbidity Benchmark Monitoring Data.

Monitoring Quarter #	**Months**	**Reporting Deadline** (no later than 30 days after end of the monitoring quarter)
1	January 1 – March 31	April 30
2	April 1 – June 30	July 30
3	July 1 – September 30	October 30
4	October 1 – December 31	January 30

c. You must use EPA's NPDES eReporting Tool (NeT) to electronically submit your quarterly turbidity data, unless, consistent with Part 1.4.2, you received a waiver from your applicable EPA Regional Office. If the EPA Regional Office grants you approval to use a paper turbidity monitoring report form, and you elect to use it, you must complete the form in Appendix K. If EPA approves of your request to use an alternate turbidity benchmark pursuant to Part 3.3.2b, EPA will substitute the alternate benchmark in your NeT account.

d. For each day in which you are required to monitor, you must record the monitoring information required by Appendix G, Parts G.10.2 and G.10.3 and retain all such information for a period of at least three years from the date this permit expires or from the date your authorization is terminated.

[65] For example, if during a monitoring week you take two turbidity samples on Tuesday with a value of 30 NTU and 35 NTU, three samples on Wednesday with a value of 40 NTU, 45 NTU, and 48 NTU, and one sample on Thursday with a value of 45 NTU, your weekly average turbidity value for this week would be 41 NTU ((30+35+40+45+48+45) ÷ 6 = 41 NTU).

Table 4. Summary of Turbidity Benchmark Monitoring Requirements.

Applicability	Sampling Requirement	Turbidity Benchmark	Corrective Action	Reporting
Sites discharging dewatering water to a sediment-impaired water or to a water designated as a Tier 2, Tier 2.5, or Tier 3 for antidegradation purposes.	Collect at least one turbidity sample per day, from each discharge point, on any day there is a dewatering discharge. Use turbidity sampling procedures specified in Part 3.3.1.	Compare the weekly average of your turbidity monitoring results to the 50 NTU benchmark (or alternate benchmark if approved by EPA).	If the weekly average of turbidity monitoring results exceeds the 50 NTU turbidity benchmark (or alternate benchmark if approved by EPA), you are required to take follow-up corrective action in accordance with Part 5.2.2.	Report all weekly average turbidity monitoring results on a quarterly basis via NeT-CGP (unless use of the paper monitoring form in Appendix K is approved by EPA) no later than 30 days following the end of each monitoring quarter.

4 INSPECTION REQUIREMENTS

4.1 PERSON(S) RESPONSIBLE FOR CONDUCTING SITE AND DEWATERING INSPECTIONS

The person(s) inspecting your site may be a person on your staff or a third party you hire to conduct such inspections. You are responsible for ensuring that any person conducting inspections pursuant to this Part is a "qualified person." A qualified person is someone who has completed the training required by Part 6.3.

4.2 FREQUENCY OF INSPECTIONS.[66]

At a minimum, you must conduct a site inspection in accordance with one of the two schedules listed below, unless you are subject to the Part 4.3 site inspection frequency for discharges to sediment or nutrient-impaired or high quality waters, or qualify for a Part 4.4 reduction in the inspection frequency:

4.2.1 At least once every seven (7) calendar days; *or*

4.2.2 Once every 14 calendar days *and* within 24 hours[67] of the occurrence of:

a. A storm event that produces 0.25 inches or more of rain within a 24-hour period.

i. If a storm event produces 0.25 inches or more of rain within a 24-hour period (including when there are multiple, smaller storms that alone produce less than 0.25 inches but together produce 0.25 inches or more in 24 hours), you are required to conduct one inspection within 24 hours of when 0.25 inches of rain or more has fallen.

[66] Inspections are only required during the site's normal working hours.

[67] For the purposes of the inspection requirements in this Part, conducting an inspection "within 24 hours" means that once either of the two conditions in Parts 4.2.2a or 4.2.2b are met you have 24 hours from that time to conduct an inspection. For clarification, the 24 hours is counted as a continuous passage of time, and not counted by business hours (e.g., 3 business days of 8 hours each). When the 24-hour inspection time frame occurs entirely outside of normal working hours, you must conduct an inspection by no later than the end of the next business day.

ii. If a storm event produces 0.25 inches or more of rain within a 24-hour period on the first day of a storm and continues to produce 0.25 inches or more of rain on subsequent days, you must conduct an inspection within 24 hours of the first day of the storm and within 24 hours after the last day of the storm that produces 0.25 inches or more of rain (i.e., only two inspections would be required for such a storm event).[68]

b. A discharge caused by snowmelt from a storm event that produces 3.25 inches[69] or more of snow within a 24-hour period. You are required to conduct one inspection once the discharge of snowmelt from a 3.25-inch or more snow accumulation occurs. Additional snowmelt inspections are only required if following the discharge from the first snowmelt, there is a discharge from a separate storm event that produces 3.25 inches or more of snow.

4.2.3 To determine whether a storm event meets either of the thresholds in Parts 4.2.2a or 4.2.2b:

a. For rain, you must either keep a properly maintained rain gauge on your site, or obtain the storm event information from a weather station that is representative of your location. For any 24-hour period during which there is 0.25 inches or more of rainfall, you must record the total rainfall measured for that day in accordance with Part 4.7.1d.

b. For snow, you must either take measurements of snowfall at your site,[70] or rely on similar information from a local weather forecasting provider that is representative of your location.

4.3 INCREASE IN INSPECTION FREQUENCY FOR CERTAIN SITES.

The increased inspection frequencies established in this Part take the place of the Part 4.2 inspection frequencies for the portion of the site affected.

4.3.1 For any portion of the site that discharges to a sediment or nutrient-impaired water or to a water that is identified by your State, Tribe, or EPA as Tier 2, Tier 2.5, or Tier 3 for antidegradation purposes (see Part 3.2), you must conduct an once every seven (7) calendar days *and* within 24 hours of the occurrence of a storm event that produces 0.25 inches or more of rain within a 24-hour period, or within 24 hours of a snowmelt discharge from a storm event that produces 3.25 inches or more of snow within a 24-hour period.

[68] For example, if 0.30 inches of rain falls on Day 1, 0.25 inches of rain falls on Day 2, and 0.10 inches of rain fall on Day 3, you would be required to conduct a first inspection within 24 hours of the Day 1 rainfall and a second inspection within 24 hours of the Day 2 rainfall, but a third inspection would not be required within 24 hours of the Day 3 rainfall.

[69] This is the amount of snow that is equivalent to 0.25 inches of rain, based on information from the National Oceanic and Atmospheric Administration (NOAA) indicating that 13 inches of snow is, on average, equivalent to 1 inch of rain. See https://www.nssl.noaa.gov/education/svrwx101/winter/faq/.

[70] For snowfall measurements, EPA suggests use of NOAA's National Weather Service guidelines at https://www.weather.gov/jkl/snow_measurement. These guidelines recommend use of a "snowboard" (a piece of wood about 16 inches by 16 inches) that is placed in an unobstructed part of the site on a hard surface.

Refer to Parts 4.2.3a and 4.2.3b for the requirements to determine if a storm event produces enough rain or snow to trigger the inspection requirement.

4.3.2 **For sites discharging dewatering water,** you must conduct an inspection in accordance with Part 4.6.3 during the discharge once per day on which the discharge occurs. The Part 4.2 inspection frequency still applies to all other portions of the site, unless the site is affected by either the increased frequency in Part 4.3.1 or the reduced frequency in Part 4.4.

4.4 REDUCTIONS IN INSPECTION FREQUENCY

4.4.1 Stabilized areas.

a. You may reduce the frequency of inspections to twice per month for the first month, no more than 14 calendar days apart, then once per month until permit coverage is terminated consistent with Part 8 in any area of your site where the stabilization steps in Part 2.2.14a have been completed. If construction activity resumes in this portion of the site at a later date, the inspection frequency immediately increases to that required in Parts 4.2 and 4.3, as applicable. You must document the beginning and ending dates of this period in your SWPPP.

b. **Exception.** For "linear construction sites" (as defined in Appendix A) where disturbed portions have undergone final stabilization at the same time active construction continues on others, you may reduce the frequency of inspections to twice per month for the first month, no more than 14 calendar days apart, in any area of your site where the stabilization steps in Part 2.2.14a have been completed. After the first month, inspect once more within 24 hours of the occurrence of a storm event that produces 0.25 inches of rain or more within a 24-hour period, or within 24 hours of a snowmelt discharge from a storm event that produces 3.25 inches or more of snow within a 24-hour period. If there are no issues or evidence of stabilization problems, you may suspend further inspections. If "wash-out" of stabilization materials and/or sediment is observed, following re-stabilization, inspections must resume at the inspection frequency required in Part 4.4.1a. Inspections must continue until final stabilization is visually confirmed following a storm event that produces 0.25 inches of rain or more within a 24-hour period.

4.4.2 **Arid, semi-arid, or drought-stricken areas** (as defined in Appendix A). If it is the seasonally dry period[71] or a period in which drought is occurring, you may reduce the frequency of inspections to once per month and within 24 hours of the occurrence of a storm event that produces 0.25 inches of rain or more within a 24-hour period, or within 24 hours of a snowmelt discharge from a storm event that produces 3.25 inches or more of snow within a 24-hour period. You must document that you are using this reduced schedule and the beginning and ending dates of the seasonally dry period in your SWPPP. Follow the procedures in Part 4.2.3a and 4.2.3b, accordingly, to determine if a storm event occurs that produces 0.25 inches or more of rain or 3.25 inches or more of snow within a 24-hour period. For any 24-hour period during which there is 0.25 inches or more of rainfall, or 3.25 inches or more of snow, you must record the total rainfall or snow measured for that day in accordance with Part 4.7.1d.

[71] See footnote 44.

4.4.3 Frozen conditions:

a. If you are suspending construction activities due to frozen conditions, you may temporarily suspend inspections on your site until thawing conditions (as defined in Appendix A) begin to occur if:

i. Discharges are unlikely due to continuous frozen conditions that are likely to continue at your site for at least three (3) months based on historic seasonal averages.[72] If unexpected weather conditions (such as above freezing temperatures or rain events) make discharges likely, you must immediately resume your regular inspection frequency as described in Parts 4.2 and 4.3, as applicable;

ii. Land disturbances have been suspended; and

iii. All disturbed areas of the site have been stabilized in accordance with Part 2.2.14a.

b. If you are still conducting construction activities during frozen conditions, you may reduce your inspection frequency to once per month if:

i. Discharges are unlikely due to continuous frozen conditions that are likely to continue at your site for at least three (3) months based on historic seasonal averages. If unexpected weather conditions (such as above freezing temperatures or rain events) make discharges likely, you must immediately resume your regular inspection frequency as described in Parts 4.2 and 4.3, as applicable; and

ii. Except for areas in which you are actively conducting construction activities, disturbed areas of the site have been stabilized in accordance with Part 2.2.14a.

You must document the beginning and ending dates of this period in your SWPPP.

4.5 AREAS THAT MUST BE INSPECTED

During your site inspection, you must at a minimum inspect the following areas of your site:

4.5.1 All areas that have been cleared, graded, or excavated and that have not yet completed stabilization consistent with Part 2.2.14a;

4.5.2 All stormwater controls, including pollution prevention controls, installed at the site to comply with this permit;[73]

4.5.3 Material, waste, borrow, and equipment storage and maintenance areas that are covered by this permit;

4.5.4 All areas where stormwater typically flows within the site, including constructed or natural site drainage features designed to divert, convey, and/or treat stormwater;

4.5.5 All areas where construction dewatering is taking place, including controls to treat the dewatering discharge and any channelized flow of water to and from those controls;

[72] Use data sets that include the most recent data available to account for recent precipitation patterns and trends.

[73] This includes the requirement to inspect for sediment that has been tracked out from the site onto paved roads, sidewalks, or other paved areas consistent with Part 2.2.4.

4.5.6 All points of discharge from the site; and

4.5.7 All locations where stabilization measures have been implemented.

You are not required to inspect areas that, at the time of the inspection, are considered unsafe to your inspection personnel.

4.6 REQUIREMENTS FOR INSPECTIONS

4.6.1 During each site inspection, you must at a minimum:

a. Check whether all stormwater controls *(i.e., erosion and sediment controls and pollution prevention controls)* are properly installed, appear to be operational, and are working as intended to minimize pollutant discharges.

b. Check for the presence of conditions that could lead to spills, leaks, or other accumulations of pollutants on the site.

c. Identify any locations where new or modified stormwater controls are necessary to meet the requirements of Parts 2 and/or 3.

d. Check for signs of visible erosion and sedimentation *(i.e., sediment deposits)* that have occurred and are attributable to your discharge at points of discharge and, if applicable, on the banks of any receiving waters flowing within or immediately adjacent to the site;

e. Check for signs of sediment deposition that are visible from your site and attributable to your discharge (e.g., sand bars with no vegetation growing on top in receiving waters or in other constructed or natural site drainage features, or the buildup of sediment deposits on nearby streets, curbs, or open conveyance channels).

f. Identify any incidents of noncompliance observed.

4.6.2 If a discharge is occurring during your inspection:

a. Identify all discharge points at the site; and

b. Observe and document the visual quality of the discharge, and take note of the characteristics of the stormwater discharge, including color; odor; floating, settled, or suspended solids; foam; oil sheen; and other indicators of stormwater pollutants. Check also for signs of these same pollutant characteristics that are visible from your site and attributable to your discharge in receiving waters or in other constructed or natural site drainage features.

4.6.3 For dewatering inspections conducted pursuant to Parts 4.3.2, record the following in a report within 24 hours of completing the inspection:

a. The inspection date;

b. Names and titles of personnel making the inspection;

c. Approximate times that the dewatering discharge began and ended on the day of inspection;[74]

d. Estimates of the rate (in gallons per day) of discharge on the day of inspection;

[74] If the dewatering discharge is a continuous discharge that continues after normal business hours, indicate that the discharge is continuous.

e. Whether or not any of the following indications of pollutant discharge were observed at the point of discharge to any receiving waters flowing through or immediately adjacent to the site and/or to constructed or natural site drainage features or storm drain inlets:[75]

i. a sediment plume, suspended solids, unusual color, presence of odor, decreased clarity, or presence of foam; and/or

ii. a visible sheen on the water surface or visible oily deposits on the bottom or shoreline of the receiving water; and

f. Photographs of (1) the dewatering water prior to treatment by a dewatering control(s) and the final discharge after treatment; (2) the dewatering control(s); and (3) the point of discharge to any receiving waters flowing through or immediately adjacent to the site and/or to constructed or natural site drainage features, storm drain inlets, and other conveyances to receiving waters.

You must also comply with the Part 4.7.2, 4.7.3, and 4.7.4 requirements for signing the reports, keeping them available on site, and retaining copies.

4.6.4 Based on the results of your inspection:

a. Complete any necessary maintenance repairs or replacements under Part 2.1.4 or under Part 5, whichever applies; and

b. Modify your SWPPP site map in accordance with Part 7.4.1 to reflect changes to your stormwater controls that are no longer accurately reflected on the current site map.

4.7 INSPECTION REPORT

4.7.1 You must complete an inspection report within 24 hours of completing any site inspection. Each inspection report (except for dewatering inspection reports, which are covered in Part 4.6.3) must include the following:

a. The inspection date;

b. Names and titles of personnel making the inspection;

c. A summary of your inspection findings, covering at a minimum the observations you made in accordance with Part 4.6, including any problems found during your inspection that make it necessary to perform routine maintenance pursuant to Part 2.1.4b or corrective action pursuant to Part 5. Include also any documentation as to why the corrective action procedures under Part 5 are unnecessary to fix a problem that repeatedly occurs as described in Part 2.1.4c;

d. If you are inspecting your site at the frequency specified in Part 4.2.2, Part 4.3, or Part 4.4.1b, and you conducted an inspection because of a storm event that produced rainfall measuring 0.25 inches or more within a 24-hour period, you must include the applicable rain gauge or weather station readings that triggered the inspection. Similarly, if you conducted an inspection because of a snowmelt discharge from a storm event that produced 3.25 inches or more of snow within a 24-hour period, you must include any measurements taken of snowfall at your site, or weather station information you relied on; and

[75] If the operator observes any of these indicators of pollutant discharge, corrective action is required consistent with Parts 5.1.5b and 5.2.2.

e. If you determined that it is unsafe to inspect a portion of your site, you must describe the reason you found it to be unsafe and specify the locations to which this condition applies.

4.7.2 Each inspection report must be signed by the operator's signatory in accordance with Appendix G, Part G.11 of this permit.

4.7.3 You must keep a copy of all inspection reports at the site or at an easily accessible location, so that it can be made immediately available at the time of an on-site inspection or upon request by EPA.[76]

4.7.4 You must retain all inspection reports completed for this Part for at least three (3) years from the date that your permit coverage expires or is terminated.

4.8 INSPECTIONS BY EPA

You must allow EPA, or an authorized representative of EPA, to conduct the following activities at reasonable times. To the extent that you are utilizing shared controls, that are not on site, to comply with this permit, you must make arrangements for EPA to have access at all reasonable times to those areas where the shared controls are located.

4.8.1 Enter onto all areas of the site, including any construction support activity areas covered by this permit, any off-site areas where shared controls are utilized to comply with this permit, discharge locations, adjoining waterbodies, and locations where records are kept under the conditions of this permit;

4.8.2 Access and copy any records that must be kept under the conditions of this permit;

4.8.3 Inspect your construction site, including any construction support activity areas covered by this permit (see Part 1.2.1c), any stormwater controls installed and maintained at the site, and any off-site shared controls utilized to comply with this permit; and

4.8.4 Sample or monitor for the purpose of ensuring compliance.

5 CORRECTIVE ACTIONS

5.1 CONDITIONS TRIGGERING CORRECTIVE ACTION.

You must take corrective action to address any of the following conditions identified at your site:

5.1.1 A stormwater control needs a significant repair or a new or replacement control is needed, or, in accordance with Part 2.1.4c, you find it necessary to repeatedly (i.e., three (3) or more times) conduct the same routine maintenance fix to the same control at the same location (unless you document in your inspection report under Part 4.7.1c that the specific reoccurrence of this same problem should still be addressed as a routine maintenance fix under Part 2.1.4); or

5.1.2 A stormwater control necessary to comply with the requirements of this permit was never installed, or was installed incorrectly; or

[76] Inspection reports may be prepared, signed, and kept electronically, rather than in paper form, if the records are: (a) in a format that can be read in a similar manner as a paper record; (b) legally dependable with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be, if the records were stored in paper form. For additional guidance on the proper practices to follow for the electronic retention of inspection report records, refer to the Fact Sheet discussion related to Part 4.7.3.

5.1.3 Your discharges are not meeting applicable water quality standards;

5.1.4 A prohibited discharge has occurred (see Part 1.3); or

5.1.5 During discharge from site dewatering activities:

a. The weekly average of your turbidity monitoring results exceeds the 50 NTU benchmark (or alternate benchmark if approved by EPA pursuant to Part 3.3.2b); or

b. You observe or you are informed by EPA, State, or local authorities of the presence of the conditions specified in Part 4.6.3e.

5.2 CORRECTIVE ACTION DEADLINES

5.2.1 If responding to any of the Part 5.1.1, 5.1.2, 5.1.3, or 5.1.4 triggering conditions, you must:

a. Immediately take all reasonable steps to address the condition, including cleaning up any contaminated surfaces so the material will not discharge in subsequent storm events; and

b. When the problem does not require a new or replacement control or significant repair, the corrective action must be completed by the close of the next business day; or

c. When the problem requires a new or replacement control or significant repair, install the new or modified control and make it operational, or complete the repair, by no later than seven (7) calendar days from the time of discovery. If it is infeasible to complete the installation or repair within seven (7) calendar days, you must document in your records why it is infeasible to complete the installation or repair within the 7-day timeframe and document your schedule for installing the stormwater control(s) and making it operational as soon as feasible after the 7-day timeframe. Where these actions result in changes to any of the stormwater controls or procedures documented in your SWPPP, you must modify your SWPPP accordingly within seven (7) calendar days of completing this work.

5.2.2 If responding to either of the Part 5.1.5 triggering conditions related to site dewatering activities, you must:

a. Immediately take all reasonable steps to minimize or prevent the discharge of pollutants until you can implement a solution, including shutting off the dewatering discharge as soon as possible depending on the severity of the condition[77] taking safety considerations into account;

b. Determine whether the dewatering controls are operating effectively and whether they are causing the conditions; and

c. Make any necessary adjustments, repairs, or replacements to the dewatering controls to lower the turbidity levels below the benchmark or remove the visible plume or sheen.

[77] For instance, if the weekly average of your turbidity monitoring results or a single sample is extremely high (e.g., a single turbidity sample results in 355 NTUs or higher), you should take action to safely shut off the discharge so that you can evaluate the cause of the high turbidity. Note: A single turbidity sample of 355 NTUs or higher means that the weekly average turbidity value will exceed 50 NTU regardless of the turbidity values the other days during the week.

When you have completed these steps and made any changes deemed necessary, you may resume discharging from your dewatering activities.

5.3 CORRECTIVE ACTION REQUIRED BY EPA

You must comply with any corrective actions required by EPA as a result of permit violations found during an inspection carried out under Part 4.8.

5.4 CORRECTIVE ACTION LOG

5.4.1 For each corrective action taken in accordance with this Part, you must record the following in a corrective action log:

a. Within 24 hours of identifying the corrective action condition, document the specific condition and the date and time it was identified.

b. Within 24 hours of completing the corrective action (in accordance with the deadlines in Part 5.2), document the actions taken to address the condition, including whether any SWPPP modifications are required.

5.4.2 Each entry into the corrective action log, consisting of the information required by both Parts 5.4.1a and 5.4.1b, must be signed by the operator's signatory in accordance with Appendix G, Part G.11.2 of this permit.

5.4.3 You must keep a copy of the corrective action log at the site or at an easily accessible location, so that it can be made immediately available at the time of an on-site inspection or upon request by EPA.[78]

5.4.4 You must retain the corrective action log for at least three (3) years from the date that your permit coverage expires or is terminated.

6 STORMWATER TEAM FORMATION/STAFF TRAINING REQUIREMENTS

6.1 STORMWATER TEAM

Each operator, or group of multiple operators, must assemble a "stormwater team" that will be responsible for carrying out activities necessary to comply with this permit. The stormwater team must include the following people:

a. Personnel who are responsible for the design, installation, maintenance, and/or repair of stormwater controls (including pollution prevention controls);

b. Personnel responsible for the application and storage of treatment chemicals (if applicable);

c. Personnel who are responsible for conducting inspections as required in Part 4.1; and

d. Personnel who are responsible for taking corrective actions as required in Part 5.

Members of the stormwater team must be identified in the SWPPP pursuant to Part 7.2.2.

[78] The corrective action log may be prepared, signed, and kept electronically, rather than in paper form, if the records are: (a) in a format that can be read in a similar manner as a paper record; (b) legally dependable with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be, if the records were stored in paper form. For additional guidance on the proper practices to follow for the electronic retention of corrective action log records, refer to the Fact Sheet discussion related to Part 4.7.3.

6.2 GENERAL TRAINING REQUIREMENTS FOR STORMWATER TEAM MEMBERS

Prior to the commencement of construction activities, you must ensure that all persons[79] assigned to the stormwater team understand the requirements of this permit and their specific responsibilities with respect to those requirements, including the following related to the scope of their job duties:

a. The permit requirements and deadlines associated with installation, maintenance, and removal of stormwater controls, as well as site stabilization;

b. The location of all stormwater controls on the site required by this permit and how they are to be maintained;

c. The proper procedures to follow with respect to the permit's pollution prevention requirements; and

d. When and how to conduct inspections, record applicable findings, and take corrective actions. Specific training requirements for persons conducting site inspections are included in Part 6.3.

You are responsible for ensuring that all activities on the site comply with the requirements of this permit. You are not required to provide or document formal training for subcontractors or other outside service providers (unless the subcontractors or outside service providers are responsible for conducting the inspections required in Part 4, in which case you must provide such documentation consistent with Part 7.2.2), but you must ensure that such personnel understand any requirements of this permit that may be affected by the work they are subcontracted to perform.

6.3 TRAINING REQUIREMENTS FOR PERSONS CONDUCTING INSPECTIONS

For projects that receive coverage under this permit on or after February 17, 2023, to be considered a qualified person under Part 4.1 for conducting inspections under Part 4, you must, at a minimum, either:

a. Have completed the EPA construction inspection course developed for this permit and have passed the exam; or

b. Hold a current valid construction inspection certification or license from a program that, at a minimum, covers the following:[80]

- **i.** Principles and practices of erosion and sediment control and pollution prevention practices at construction sites;
- **ii.** Proper installation and maintenance of erosion and sediment controls and pollution prevention practices used at construction sites; and
- **iii.** Performance of inspections, including the proper completion of required reports and documentation, consistent with the requirements of Part 4.

[79] If the person requiring training is a new employee who starts after you commence construction activities, you must ensure that this person has the proper understanding as required above prior to assuming particular responsibilities related to compliance with this permit. For emergency-related projects, the requirement to train personnel prior to commencement of construction activities does not apply, however, such personnel must have the required training prior to NOI submission.

[80] If one of the following topics (e.g., installation and maintenance of pollution prevention practices) is not covered by the non-EPA training program, you may consider supplementing the training with the analogous module of the EPA course (e.g., Module 4) that covers the missing topic.

For projects that receive coverage under this permit prior to February 17, 2023, any personnel conducting site inspections pursuant to Part 4 on your site must, at a minimum, be a person knowledgeable in the principles and practice of erosion and sediment controls and pollution prevention, who possesses the appropriate skills and training to assess conditions at the construction site that could impact stormwater quality, and the appropriate skills and training to assess the effectiveness of any stormwater controls selected and installed to meet the requirements of this permit.[81]

6.4 STORMWATER TEAM'S ACCESS TO PERMIT DOCUMENTS

Each member of the stormwater team must have easy access to an electronic or paper copy of applicable portions of this permit, the most updated copy of your SWPPP, and other relevant documents or information that must be kept with the SWPPP.

7 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

7.1 GENERAL REQUIREMENTS

All operators associated with a construction site under this permit must develop a SWPPP consistent with the requirements in Part 7 prior to their submittal of the NOI.[82, 83, 84] The SWPPP must be kept up-to-date throughout coverage under this permit.

If a SWPPP was prepared under a previous version of this permit, the operator must review and update the SWPPP to ensure that this permit's requirements are addressed prior to submitting an NOI for coverage under this permit.

7.2 SWPPP CONTENTS

At a minimum, the SWPPP must include the information specified in this Part and as specified in other parts of this permit.

7.2.1 All Site Operators. Include a list of all other operators who will be engaged in construction activities at the site, and the areas of the site over which each operator has control.

[81] If you receive coverage for a project prior to February 17, 2023, and construction activities for the same project will continue after February 17, 2023, the personnel conducting inspections do not need to take the additional training specified in Parts 6.3a and 6.3b for inspections conducted on the project site. If the same operator obtains coverage for a different project on or after February 17, 2023, personnel conducting inspections would be required to meet the requirements for a qualified person by completing the training in either Part 6.3a or Part 6.3b.

[82] The SWPPP does not establish the effluent limits and/or other permit terms and conditions that apply to your site's discharges; these limits, terms, and conditions are established in this permit.

[83] Where there are multiple operators associated with the same site, they may develop a group SWPPP instead of multiple individual SWPPPs. Regardless of whether there is a group SWPPP or multiple individual SWPPPs, each operator is responsible for compliance with the permit's terms and conditions. In other words, if Operator A relies on Operator B to satisfy its permit obligations, Operator A does not have to duplicate those permit-related functions if Operator B is implementing them such that both operators are in compliance with the permit. However, Operator A remains responsible for permit compliance if Operator B fails to take actions necessary for Operator A to comply with the permit. In addition, all operators must ensure, either directly or through coordination with other operators, that their activities do not cause a violation or compromise any other operators' controls and/or any shared controls. See also footnote 60.

[84] There are a number of commercially available products to assist operators in developing the SWPPP, as well as companies that can be hired to help develop a site-specific SWPPP. The permit does not state which are recommended, nor does EPA endorse any specific products or vendors. Where operators choose to rely on these products or services, the choice of which ones to use to comply with the requirements of this Part is a decision for the operator alone.

7.2.2 Stormwater Team. Identify the personnel (by name and position) that you have made part of the stormwater team pursuant to Part 6.1, as well as their individual responsibilities, including which members are responsible for conducting inspections.

Include verification that each member of the stormwater team has received the training required by Part 6.2. Include documentation that members of the stormwater team responsible for conducting inspections pursuant to Part 4 have received the training required by Part 6.3. If personnel on your team elect to complete the EPA inspector training program pursuant to Part 6.3a, you must include copies of the certificate showing that the relevant personnel have completed the training and passed the exam. If personnel on your team elect to complete a non-EPA inspector training program pursuant to Part 6.3b, you must include documentation showing that these persons have successfully completed the program and their certification or license is still current. You must also confirm that the non-EPA inspector training program satisfies the minimum elements for such programs in Part 6.3b.

7.2.3 Nature of Construction Activities. Include the following:

a. A description of the nature of your construction activities, including the age or dates of past renovations for structures that are undergoing demolition;

b. The size of the property (in acres or length in miles if a linear construction site);

c. The total area expected to be disturbed by the construction activities (to the nearest quarter acre or nearest quarter mile if a linear construction site);

d. A description of any on-site and off-site construction support activity areas covered by this permit (see Part 1.2.1c);

e. The maximum area expected to be disturbed at any one time, including on-site and off-site construction support activity areas;

f. A description and projected schedule for the following:[85]

- **i.** Commencement of construction activities in each portion of the site, including clearing and grubbing, mass grading, demolition activities, site preparation (i.e., excavating, cutting and filling), final grading, and creation of soil and vegetation stockpiles requiring stabilization;
- **ii.** Temporary or permanent cessation of construction activities in each portion of the site;
- **iii.** Temporary or final stabilization of exposed areas for each portion of the site; and
- **iv.** Removal of temporary stormwater controls and construction equipment or vehicles, and the cessation of construction-related pollutant-generating activities.

[85] If plans change due to unforeseen circumstances or for other reasons, the requirement to describe the sequence and estimated dates of construction activities is not meant to "lock in" the operator to meeting these dates. When departures from initial projections are necessary, this should be documented in the SWPPP itself, or in associated records, as appropriate.

g. A list and description of all pollutant-generating activities[86] on the site. For each pollutant-generating activity, include an inventory of pollutants or pollutant constituents (e.g., *sediment, fertilizers, pesticides, paints, caulks, sealants, fluorescent light ballasts, contaminated substrates, solvents, fuels*) associated with that activity, which could be discharged in stormwater from your construction site. You must take into account where potential spills and leaks could occur that contribute pollutants to stormwater discharges, and any known hazardous or toxic substances, such as PCBs and asbestos, that will be disturbed or removed during construction;

h. Business days and hours for the project;

i. If you are conducting construction activities in response to a public emergency (see Part 1.4), a description of the cause of the public emergency *(e.g., mud slides, earthquake, extreme flooding conditions, widespread disruption in essential public services)*, information substantiating its occurrence *(e.g., State disaster declaration or similar State or local declaration)*, and a description of the construction necessary to reestablish affected public services.

7.2.4 Site Map. Include a legible map, or series of maps, showing the following features of the site:

a. Boundaries of the property;

b. Locations where construction activities will occur, including:

- **i.** Locations where earth-disturbing activities will occur (note any phasing), including any demolition activities;
- **ii.** Approximate slopes before and after major grading activities (note any steep slopes (as defined in Appendix A));
- **iii.** Locations where sediment, soil, or other construction materials will be stockpiled;
- **iv.** Any receiving water crossings;
- **v.** Designated points where vehicles will exit onto paved roads;
- **vi.** Locations of structures and other impervious surfaces upon completion of construction; and
- **vii.** Locations of on-site and off-site construction support activity areas covered by this permit (see Part 1.2.1c).

c. Locations of any receiving waters within the site and all receiving waters within one mile downstream of the site's discharge point(s). Also identify if any of these receiving waters are listed as impaired or are identified as a Tier 2, Tier 2.5, or Tier 3 water;

d. Any areas of Federally listed critical habitat within the action area of the site as defined in Appendix A;

e. Type and extent of pre-construction cover on the site (e.g., vegetative cover, forest, pasture, pavement, structures);

f. Drainage patterns of stormwater and authorized non-stormwater before and after major grading activities;

[86] Examples of pollutant-generating activities include paving operations; concrete, paint, and stucco washout and waste disposal; solid waste storage and disposal; and dewatering activities.

g. Stormwater and authorized non-stormwater discharge locations, including:

i. Locations where stormwater and/or authorized non-stormwater will be discharged to storm drain inlets, including a notation of whether the inlet conveys stormwater to a sediment basin, sediment trap, or similarly effective control;[87]

ii. Locations where stormwater or authorized non-stormwater will be discharged directly to receiving waters (i.e., not via a storm drain inlet); and

iii. Locations where turbidity benchmark monitoring will take place to comply with Part 3.3, if applicable to your site.

h. Locations of all potential pollutant-generating activities identified in Part 7.2.3g;

i. Designated areas where construction wastes that are covered by the exception in Part 2.3.3e.ii because they are not pollutant-generating will be stored;

j. Locations of stormwater controls, including natural buffer areas and any shared controls utilized to comply with this permit; and

k. Locations where polymers, flocculants, or other treatment chemicals will be used and stored.

7.2.5 Non-Stormwater Discharges. Identify all authorized non-stormwater discharges in Part 1.2.2 that will or may occur.

7.2.6 Description of Stormwater Controls.

a. For each of the Part 2.2 erosion and sediment control requirements, Part 2.3 pollution prevention requirements, and Part 2.4 construction dewatering requirements, as applicable to your site, you must include the following:

i. A description of the specific control(s) to be implemented to meet these requirements;

ii. The design specifications for controls described in Part 7.2.6a.i (including references to any manufacturer specifications and/or erosion and sediment control manuals/ordinances relied upon);[88]

iii. Routine stormwater control maintenance specifications; and

iv. The projected schedule for stormwater control installation/implementation.

b. You must also include any of the following additional information as applicable.

i. **Natural buffers and/or equivalent sediment controls** (see Part 2.2.1 and Appendix F). You must include the following:

(a) The compliance alternative to be implemented;

(b) If complying with alternative 2, the width of natural buffer retained;

[87] The requirement to show storm drain inlets in the immediate vicinity of the site on your site map only applies to those inlets that are easily identifiable from your site or from a publicly accessible area immediately adjacent to your site.

[88] Design specifications may be found in manufacturer specifications and/or in applicable erosion and sediment control manuals or ordinances. Any departures from such specifications must reflect good engineering practice and must be explained in the SWPPP.

(c) If complying with alternative 2 or 3, the erosion and sediment control(s) you will use to achieve an equivalent sediment reduction, and any information you relied upon to demonstrate the equivalency;

(d) If complying with alternative 3, a description of why it is infeasible for you to provide and maintain an undisturbed natural buffer of any size;

(e) For "linear construction sites" where it is infeasible to implement compliance alternative 1, 2, or 3, a rationale for this determination, and a description of any buffer width retained and/or supplemental erosion and sediment controls installed; and

(f) A description of any disturbances that are exempt under Part 2.2.1 that occur within 50 feet of a receiving water.

ii. Perimeter controls for a "linear construction site" (see Part 2.2.3d). For areas where perimeter controls are not feasible, include documentation to support this determination and a description of the other practices that will be implemented to minimize discharges of pollutants in stormwater associated with construction activities.

Note: Routine maintenance specifications for perimeter controls documented in the SWPPP must include the Part 2.2.3c.i requirement that sediment be removed before it has accumulated to one-half of the above-ground height of any perimeter control.

iii. Sediment track-out controls (see Parts 2.2.4b and 2.2.4c). Document the specific stabilization techniques and/or controls that will be implemented to remove sediment prior to vehicle exit.

iv. Inlet protection measures (see Part 2.2.10a). Where inlet protection measures are not required because the storm drain inlets to which your site discharges are conveyed to a sediment basin, sediment trap, or similarly effective control, include a short description of the control that receives the stormwater flow from the site.

v. Sediment basins (see Part 2.2.12). In circumstances where it is infeasible to utilize outlet structures that withdraw water from the surface, include documentation to support this determination, including the specific conditions or time periods when this exception will apply.

vi. Treatment chemicals (see Part 2.2.13), you must include the following:

(a) A listing of the soil types that are expected to be exposed during construction in areas of the project that will drain to chemical treatment systems. Also include a listing of soil types expected to be found in fill material to be used in these same areas, to the extent you have this information prior to construction;

(b) A listing of all treatment chemicals to be used at the site and why the selection of these chemicals is suited to the soil characteristics of your site;

(c) If the applicable EPA Regional Office authorized you to use cationic treatment chemicals for sediment control, include the specific controls and implementation procedures designed to ensure that your use of cationic

treatment chemicals will not lead to a discharge that does not meet water quality standards;

(d) The dosage of all treatment chemicals to be used at the site or the methodology to be used to determine dosage;

(e) Information from any applicable Safety Data Sheet (SDS);

(f) Schematic drawings of any chemically enhanced stormwater controls or chemical treatment systems to be used for application of the treatment chemicals;

(g) A description of how chemicals will be stored consistent with Part 2.2.13c;

(h) References to applicable State or local requirements affecting the use of treatment chemicals, and copies of applicable manufacturer's specifications regarding the use of your specific treatment chemicals and/or chemical treatment systems; and

(i) A description of the training that personnel who handle and apply chemicals have received prior to permit coverage, or will receive prior to use of the treatment chemicals at your site.

vii. Stabilization measures (see Part 2.2.14). You must include the following:

(a) The specific vegetative and/or non-vegetative practices that will be used;

(b) The stabilization deadline that will be met in accordance with Part 2.2.14;

(c) If complying with the deadlines for sites in arid, semi-arid, or drought-stricken areas, the beginning and ending dates of the seasonally dry period (as defined in Appendix A)[89] and the schedule you will follow for initiating and completing vegetative stabilization; and

(d) If complying with deadlines for sites affected by unforeseen circumstances that delay the initiation and/or completion of vegetative stabilization, document the circumstances and the schedule for initiating and completing stabilization.

viii. Spill prevention and response procedures (see Parts 1.3.5, 2.3.3c, 2.3.3d, and 2.3.6). You must include the following:

(a) Procedures for expeditiously stopping, containing, and cleaning up spills, leaks, and other releases. Identify the name or position of the employee(s) responsible for detection and response of spills or leaks; and

(b) Procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity consistent with Part 2.3.6 and established under either 40 CFR part 110, 40 CFR part 117, or 40 CFR part 302, occurs

[89] See footnote 44.

during a 24-hour period. Contact information must be in locations that are readily accessible and available to all employees.

You may also reference the existence of SPCC plans developed for the construction activity under Section 311 of the CWA, or spill control programs otherwise required by an NPDES permit for the construction activity, provided that you keep a copy of that other plan on site.[90]

ix. Waste management procedures (see Part 2.3.3). Describe the procedures you will follow for handling, storing, and disposing of all wastes generated at your site consistent with all applicable Federal, State, Tribal, and local requirements, including clearing and demolition debris, sediment removed from the site, construction and domestic waste, hazardous or toxic waste, and sanitary waste. You must also include the following additional information:

(a) If site constraints prevent you from storing chemical containers 50 feet away from receiving waters or the other site drainage features as required in Part 2.3.3c.ii(b), document in your SWPPP the specific reasons why the 50-foot setback is not feasible, and how you will store containers as far away as the site permits; and

(b) If there are construction wastes that are subject to the exception in Part 2.3.3e.ii, describe the specific wastes that will be stored on your site.

x. Application of fertilizers (see Part 2.3.5). Document any departures from the manufacturer specifications where appropriate.

7.2.7 Procedures for Inspection, Maintenance, and Corrective Action. Describe the procedures you will follow for maintaining your stormwater controls, conducting site inspections, and, where necessary, taking corrective actions, in accordance with Part 2.1.4, Part 4, and Part 5 of this permit, accordingly. Also include:

a. The inspection schedule you will follow, which is based on whether your site is subject to Part 4.2 or Part 4.3, or whether your site qualifies for any of the reduced inspection frequencies in Part 4.4;

b. If you will be conducting inspections in accordance with the inspection schedule in Part 4.2.2, Part 4.3, or Part 4.4.1b, the location of the rain gauge or the address of the weather station you will be using to obtain rainfall data;

c. If you will be reducing your inspection frequency in accordance with Part 4.4.1b, the beginning and ending dates of the seasonally defined arid period for your area or the valid period of drought;

d. If you will be reducing your inspection frequency in accordance with Part 4.4.3, the beginning and ending dates of frozen conditions on your site; and

e. Any maintenance or inspection checklists or other forms that will be used.

7.2.8 Procedures for Turbidity Benchmark Monitoring from Dewatering Discharges (if applicable). If you are required to comply with the Part 3.3 turbidity benchmark

[90] Even if you already have an SPCC or other spill prevention plan in existence, your plans will only be considered adequate if they meet all of the requirements of this Part, either as part of your existing plan or supplemented as part of the SWPPP.

monitoring requirements, describe the procedures you will follow to collect and evaluate samples, report results to EPA and keep records of monitoring information, and take corrective action when necessary. Include the specific type of turbidity meter you will use for monitoring, as well as any manuals or manufacturer instructions on how to operate and calibrate the meter. Describe any coordinating arrangement you may have with any other permitted operators on the same site with respect to compliance with the turbidity monitoring requirements, including which parties are tasked with specific responsibilities. If EPA has approved of an alternate turbidity benchmark pursuant to Part 3.3.2b, include any data and other documentation you relied on to request use of the specific alternative benchmark.

7.2.9 Compliance with Other Requirements.

a. **Threatened and Endangered Species Protection.** Include documentation required in the Endangered Species Protection section of the NOI in NeT, or the ESA worksheet in Appendix D, supporting your eligibility with regard to the protection of threatened and endangered species and designated critical habitat.

b. **Historic Properties.** Include documentation required in Appendix E supporting your eligibility with regard to the protection of historic properties.

c. **Safe Drinking Water Act Underground Injection Control (UIC) Requirements for Certain Subsurface Stormwater Controls.** If you are using any of the following stormwater controls at your site, document any contact you have had with the applicable State agency[91] or EPA Regional Office responsible for implementing the requirements for underground injection wells in the Safe Drinking Water Act and EPA's implementing regulations at 40 CFR § 144 -147. Such controls would generally be considered Class V UIC wells:

   i. Infiltration trenches (if stormwater is directed to any bored, drilled, driven shaft or dug hole that is deeper than its widest surface dimension, or has a subsurface fluid distribution system);

   ii. Commercially manufactured pre-cast or pre-built proprietary subsurface detention vaults, chambers, or other devices designed to capture and infiltrate stormwater flow; and

   iii. Drywells, seepage pits, or improved sinkholes (if stormwater is directed to any bored, drilled, driven shaft or dug hole that is deeper than its widest surface dimension, or has a subsurface fluid distribution system).

7.2.10 SWPPP Certification. Your signatory must sign and date your SWPPP in accordance with Appendix G, Part G.11.

7.2.11 Post-Authorization Additions to the SWPPP. Once you are authorized for coverage under this permit, you must include the following documents as part of your SWPPP:

a. A copy of your NOI submitted to EPA along with any correspondence exchanged between you and EPA related to coverage under this permit;

b. A copy of the acknowledgment letter you receive from NeT assigning your NPDES ID (i.e., *permit tracking number*);

[91] For State UIC program contacts, refer to the following EPA website: https://www.epa.gov/uic.

c. A copy of this permit (an electronic copy easily available to the stormwater team is also acceptable).

7.3 ON-SITE AVAILABILITY OF YOUR SWPPP

You must keep a current copy of your SWPPP at the site or at an easily accessible location so that it can be made available at the time of an on-site inspection or upon request by EPA; a State, Tribal, or local agency approving stormwater management plans; the operator of a storm sewer system receiving discharges from the site; or representatives of the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS).[92]

EPA may provide access to portions of your SWPPP to a member of the public upon request. Confidential Business Information (CBI) will be withheld from the public, but may not be withheld from EPA, USFWS, or NMFS.[93]

If an on-site location is unavailable to keep the SWPPP when no personnel are present, notice of the plan's location must be posted near the main entrance of your construction site.

7.4 SWPPP MODIFICATIONS

7.4.1 You must modify your SWPPP, including the site map(s), within seven (7) days of any of the following conditions:

a. Whenever new operators become active in construction activities on your site, or you make changes to your construction plans, stormwater controls, or other activities at your site that are no longer accurately reflected in your SWPPP. This includes changes made in response to corrective actions triggered under Part 5. You do not need to modify your SWPPP if the estimated dates in Part 7.2.3f change during the course of construction;

b. To reflect areas on your site map where operational control has been transferred (and the date of transfer) since initiating permit coverage;

c. If inspections or investigations by EPA or its authorized representatives determine that SWPPP modifications are necessary for compliance with this permit;

d. Where EPA determines it is necessary to install and/or implement additional controls at your site in order to meet the requirements of this permit, the following must be included in your SWPPP:

i. A copy of any correspondence describing such measures and requirements; and

[92] The SWPPP may be prepared, signed, and kept electronically, rather than in paper form, if the records are: (a) in a format that can be read in a similar manner as a paper record; (b) legally dependable with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be, if the records were stored in paper form. For additional guidance on the proper practices to follow for the electronic retention of the SWPPP, refer to the Fact Sheet discussion related to Part 4.7.3.

[93] Information covered by a claim of confidentiality will be disclosed by EPA only to the extent of, and by means of, the procedures set forth in 40 CFR part 2, Subpart B. In general, submitted information protected by a business confidentiality claim may be disclosed to other employees, officers, or authorized representatives of the United States concerned with implementing the CWA. The authorized representatives, including employees of other executive branch agencies, may review CBI during the course of reviewing draft regulations.

ii. A description of the controls that will be used to meet such requirements.

e. To reflect any revisions to applicable Federal, State, Tribal, or local requirements that affect the stormwater controls implemented at the site; and

f. If applicable, if a change in chemical treatment systems or chemically enhanced stormwater control is made, including use of a different treatment chemical, different dosage rate, or different area of application.

7.4.2 You must maintain records showing the dates of all SWPPP modifications. The records must include the name of the person authorizing each change (see Part 7.2.9 above) and a brief summary of all changes.

7.4.3 All modifications made to the SWPPP consistent with Part 7.4 must be authorized by a person identified in Appendix G, Part G.11.b.

7.4.4 Upon determining that a modification to your SWPPP is required, if there are multiple operators covered under this permit, you must immediately notify any operators who may be impacted by the change to the SWPPP.

8 HOW TO TERMINATE COVERAGE

Until you terminate coverage under this permit, you must comply with all conditions and effluent limitations in the permit. To terminate permit coverage, you must submit to EPA a complete and accurate Notice of Termination (NOT), which certifies that you have met the requirements for terminating in Part 8.

8.1 MINIMUM INFORMATION REQUIRED IN NOT

8.1.1 NPDES ID (i.e*., permit tracking number)* provided by EPA when you received coverage under this permit;

8.1.2 Basis for submission of the NOT (see Part 8.2);

8.1.3 Operator contact information;

8.1.4 Name of site and address (or a description of location if no street address is available); and

8.1.5 NOT certification.

8.2 CONDITIONS FOR TERMINATING CGP COVERAGE

You may terminate CGP coverage only if one or more of the conditions in Parts 8.2.1, 8.2.2, or 8.2.3 has occurred. Until your termination is effective consistent with Part 8.5, you must continue to comply with the conditions of this permit.

8.2.1 You have completed all construction activities at your site and, if applicable, construction support activities covered by this permit (see Part 1.2.1c), and you have met all of the following requirements:

a. For any areas that (1) were disturbed during construction, (2) are not covered by permanent structures, and (3) over which you had control during the construction activities, you have met the requirements for final vegetative or non-vegetative stabilization in Part 2.2.14c.

To document that you have met these stabilization requirements, you must take either ground or aerial photographs that show your site's compliance with the Part 2.2.14 stabilization requirements and submit them with your NOT. If any portion of your

site is covered by one of the exceptions in Part 2.2.14c.iii, indicate which exception applies and include a supplementary explanation with your photographs that provides the necessary context for why this portion of the site is in compliance with the final stabilization criteria even though it appears to be unstabilized. You are not required to take photographs of every distinct part of your site that is being stabilized, however, the conditions of the site portrayed in any photographs that are submitted must be substantially similar[94] to those of the areas that are not photographed. You must also comply with the following related to these photographs:

i. Take photographs both before and after the site has met the final stabilization criteria in Part 2.2.14c;

ii. All photographs must be clear and in focus, and in the original format and resolution; and

iii. Include the date each photograph was taken, and a brief description of the area of the site captured by the photograph (e.g., photo shows application of seed and erosion control mats to remaining exposed surfaces on northeast corner of site).

b. You have removed and properly disposed of all construction materials, waste and waste handling devices, and have removed all equipment and vehicles that were used during construction, unless intended for long-term use following your termination of permit coverage;

c. You have removed all stormwater controls that were installed and maintained during construction, except those that are intended for long-term use following your termination of permit coverage or those that are biodegradable (as defined in Appendix A); and

d. You have removed all potential pollutants and pollutant-generating activities associated with construction, unless needed for long-term use following your termination of permit coverage; or

8.2.2 You have transferred control of all areas of the site for which you are responsible under this permit to another operator, and that operator has submitted an NOI and obtained coverage under this permit; or

8.2.3 Coverage under an individual or alternative general NPDES permit has been obtained.

8.3 HOW TO SUBMIT YOUR NOT

You must use EPA's NPDES eReporting Tool (NeT) to electronically prepare and submit an NOT for the 2022 CGP.

To access NeT, go to https://cdx.epa.gov/cdx.

Waivers from electronic reporting may be granted as specified in Part 1.4.2. If the EPA Regional Office grants you approval to use a paper NOT, and you elect to use it, you must complete the form in Appendix I.

[94] Stabilization conditions that are substantially similar would include areas that are using the same type of stabilization measures and that have similar slopes, soils, and topography, and have achieved the same level of stabilization.

8.4 DEADLINE FOR SUBMITTING THE NOT

You must submit an NOT within 30 calendar days after any one of the conditions in Part 8.2 occurs.

8.5 EFFECTIVE DATE OF TERMINATION OF COVERAGE

Your authorization to discharge under this permit terminates at midnight of the calendar day that a complete NOT is submitted to EPA.

9 PERMIT CONDITIONS APPLICABLE TO SPECIFIC STATES, INDIAN COUNTRY LANDS, OR TERRITORIES

The provisions in this Part provide additions to the applicable conditions of this permit to reflect specific additional conditions required as part of the State or Tribal CWA Section 401 certification process, or the Coastal Zone Management Act (CZMA) certification process, or as otherwise established by the permitting authority. The specific additional revisions and requirements only apply to activities in those specific States, Indian country, and areas in certain States with Federal Facilities or areas subject to construction projects by Federal Operators. States, Indian country, and other areas not included in this Part do not have any additions to the applicable conditions of this permit.

9.1 EPA REGION 1

9.1.1 NHR100000 State of New Hampshire

a. Should the permit coverage for an individual applicant be insufficient to achieve water quality standards, the New Hampshire Department of Environmental Services (NHDES) may prepare additional 401 certification conditions for that applicant. Any additional 401 certification conditions will follow all required NHDES public participation requirements.

b. If you disturb 100,000 square feet or more of contiguous area, you must also comply with RSA 485-A:17 and Env-Wq 1500, and, unless exempt, apply for an Alteration of Terrain (AoT) permit from NHDES. This requirement also applies to a lower disturbance threshold of 50,000 square feet or more when construction occurs within the protected shoreline under the Shoreland Water Quality Protection Act (see RSA 483-B and Env-Wq 1400). A permit application must also be filed if your project disturbs an area of greater than 2,500 square feet, is within 50 feet of any surface water, and has a flow path of 50 feet or longer disturbing a grade of 25 percent or greater. Project sites with disturbances smaller than those discussed above, that have the potential to adversely affect state surface waters, are subject to the conditions of an AoT General Permit by Rule (Env-Wq 1503.03).

c. You must determine that any excavation dewatering discharges are not contaminated before they will be authorized as an allowable non-stormwater discharge under this permit (see Part 1.2.2 of the Construction General Permit or CGP). In the absence of information demonstrating otherwise, the water is considered uncontaminated if there is no groundwater contamination within 1,000 feet of the groundwater dewatering location. Information on groundwater contamination can be generated over the Internet via the NHDES web site http:// des.nh.gov/ by using the One Stop Data Mapper. For a toxic substance included in the New Hampshire surface water quality standards, see Env-Wq 1703.21 (see https://www.des.nh.gov/sites/g/fi1es/ehbemt 341/files/documents/2020-01/Env-Wg

1700.pdf). If it is determined that the groundwater to be dewatered is near a remediation or other waste site, you must apply for the Remediation General Permit (see https://www3.epa.gov/region1/npdes/rgp.html)

d. As a minimum, you must treat any uncontaminated excavation "dewatering" discharges and "stormwater" discharges, as those terms are defined in Appendix A of the CGP, as necessary, to remove suspended solids and turbidity so that the surface waters receiving the construction discharges[95] meet New Hampshire surface water quality standards for turbidity (Env-Wq 1703.11 and Env-Wq 1703.03(c)(1)c), benthic deposits (Env-Wq 1703.03(c)(1)a), and Env-Wq 1703.08) and foam, debris, scum or other visible substances (i.e., plumes or visual turbidity)[96] (Env-Wq 1703.03(c)(1)b).

i. For all Construction Activities covered under this CGP, the following shall apply to ensure compliance with the aforementioned regulations for turbidity, benthic deposits and visible substances:

Unless otherwise specified, site inspection requirements shall comply with Part 4 of the CGP. As a minimum site inspection frequency shall be in accordance with Part 4.2.2 of the CGP (and Part 4.3.2 of the CGP for sites discharging dewatering water). Site inspection frequency may be reduced in accordance with Part 4.4 of the CGP (Reductions in Inspection Frequency). Monitoring of the receiving water for visible turbidity and benthic sediment deposits shall be conducted each site inspection and results reported in the Inspection Report required in Part 4.7 of the CGP. Should visible turbidity or benthic sediment deposits attributable or partly attributable to your construction activities be present in the receiving water, the "Corrective Actions" specified in Part 5 shall be immediately implemented to correct the water quality standard violations. In addition, daily monitoring (including photographs) of the receiving water shall be conducted until there is no visible turbidity or benthic deposits. Inspection Reports required in Part 4.7 of the CGP shall include, but not be limited to, the distance downstream and the percent of the river width[97] where visible turbidity was observed, and the period of time that the visible turbidity persisted. A copy of the Inspection Report(s) shall be made available to NHDES within 24 hours of receiving a written request from NHDES.

ii. For Construction Activities, disturbing 5 acres or more of land at any one time (excluding areas that have been completely stabilized in accordance with the final stabilization criteria specified in Part 2.2.14.c of the CGP), the following shall

[95] Construction Discharges include uncontaminated "dewatering" and "stormwater" discharges as those terms are defined in Appendix A of the CGP. Controlled construction discharges are construction discharges where the rate of flow can be regulated such as from a construction settling basin or NHDES approved flocculation system.

[96] For the definition of visual turbidity, see the definition for "Non-Turbid" in Appendix A of the CGP, which states the following:" "Non-Turbid" - a discharge that is free from visual turbidity. For the purposes of this permit, visual turbidity refers to a sediment plume or other cloudiness in the water caused by sediment that can be identified by an observer." *[EPA interprets the text of this footnote as intending to reference the Appendix A definitions of "visual turbidity" and "non-turbid" in the final permit.]*

[97] The distance downstream and the percent of river width where visible turbidity (i.e., plume) is observed is required to determine the extent of the river affected and to determine if there was a "zone of passage" (i.e., a portion of the receiving water where there was no visible turbidity where mobile organisms could pass without being adversely impacted). The percent of river width affected is equal 100 multiplied by the width of the plume (in feet) divided by the width of the receiving water (in feet).

apply to ensure compliance with the aforementioned regulations for turbidity, benthic deposits and visible substances.

Item 9.1.1.d.i) above shall apply to all construction discharges and the minimum site inspection frequency shall comply with Part 4.3.1 of the CGP (and Part 4.3.2 of the CGP for sites discharging dewatering water). Site inspection frequency may be reduced in accordance with Part 4.4 of the CGP (Reductions in Inspection Frequency).

With regards to controlled construction discharges, if there is no visible turbidity (i.e., plumes) or benthic deposits, and, in the absence of information demonstrating otherwise, turbidity measurements of less than or equal to 50 nephelometric turbidity units (NTU) in the controlled construction discharges at the outlet prior to mixing with the receiving surface waters, shall be presumed to meet New Hampshire surface water quality standards for the parameters listed above. As a minimum, the controlled construction discharges must be sampled at each site inspection.

If any controlled construction discharge exceeds 50 NTU, or if visible turbidity or benthic sediment deposits attributable or partly attributable to any construction discharge are observed in the receiving water, then the "Corrective Actions" specified in Part 5 of the CGP shall be immediately implemented.

In addition, should such violation occur, and, in order to determine compliance with surface water quality standards for turbidity (Env-Wq 1703.11 and Env-Wq 1703.03(c)(1)c), benthic deposits (Env-Wq 1703.03(c)(1)a), and Env-Wq 1703.08) and foam, debris, scum or other visible substances (Env-Wq 1703.03(c)(1)b)), turbidity monitoring shall be immediately implemented as specified below:

Turbidity samples of the receiving water shall be immediately taken in the receiving water upstream and beyond the influence of the construction activity, and, unless a mixing zone[98] is approved by NHDES, no more than 75 feet downstream of each controlled construction discharge that exceeded 50 NTU and no more than 75 feet downstream of each construction discharge that caused visible turbidity.

Downstream samples shall be taken at locations in the receiving water that are most likely influenced by the discharge (e.g., if visible turbidity (i.e., a plume) is present, the sample shall be taken in the plume). Samples shall be collected a minimum of 2 times per day during the daylight hours at times when construction activities are most likely to cause turbidity in the receiving water and shall continue until the turbidity water quality standards are met in the receiving water (i.e., the difference between the upstream and downstream turbidity level is no greater than 10 NTU).

[98] Permittees may request a distance greater than 75 feet downstream of a construction discharge for determining compliance with turbidity standards in Class B surface waters, by submitting a mixing zone request to NHDES that complies with Env-Wq 1707.02. If a mixing zone is approved, NHDES is required to include conditions to ensure that the criteria on which the approval is based are met (Env-Wq 1707.03).

If water quality standards are not met during daylight hours on any day, sampling shall resume the next day and continue no fewer than 2 times per day until water quality standards are met. The date, time, location and results of turbidity measurements, as well as a summary identifying the cause of the violations, corrective actions that were implemented, the period of time that the receiving water exceeded turbidity standards and the distance downstream and the percent of the river width where visible turbidity was observed, and the period of time that the visible turbidity persisted, shall be recorded and included in the Inspection Report required in Part 4.7 of the CGP. Turbidity measurements shall be conducted via a field meter in accordance with the requirements for turbidity specified in Table 1B in 40 CFR 136.3 (see 40 CFR §136.3 Identification of test procedures - Code of Federal Regulations ecfr.io). Field meters shall be calibrated every day sampling is conducted and prior to the first sample.

e. Construction site owners and operators are encouraged to consider opportunities for post- construction groundwater recharge using infiltration best management practices (BMPs) during site design and preparation of the SWPPP in order to assure compliance with Env-Wq 1703.03 and Env-Wq 1703.11. If your construction site is in a town that is required to obtain coverage under the NPDES General Permit for discharges from Municipal Separate Storm Sewer Systems (MS4) you may be required to use such practices. The SWPPP must include a description of any on-site infiltration that will be installed as a post-construction stormwater management measure or reasons for not employing such measures such as 1) The facility is located in a wellhead protection area as defined in RSA 485- C:2; or 2) The facility is located in an area where groundwater has been reclassified to GAA, GA1 or GA2 pursuant to RSA 485-C and Env-DW 901; or 3) Any areas that would be exempt from the groundwater recharge requirements contained in Env-Wq 1507.04, including all land uses or activities considered to be a "High-load Area" (see Env-Wq 1502.30). For design considerations for infiltration measures see Env-Wq 1508.06. Note that there may be additional local requirements that fall under the NH MS4 permittee's Authorization to Discharge Permit for those regulated areas.

f. Appendix F of the CGP contains information regarding Tier 2, or high quality waters in the various states. ***[EPA notes that this information has now been moved to https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates]*** Although there is no official list of tier 2 waters for New Hampshire, it can be assumed that all New Hampshire surface waters are tier 2 for turbidity unless 1) the surface water that you are proposing to discharge into is listed as impaired for turbidity in the states listing of impaired waters (see https://nhdes-surface-water-quality-assessment-site-nhdes.hub.arcgis.com/) or 2) sampling upstream of the proposed discharge location shows turbidity values greater than 10 NTU (Env-Wq 1703.11). A single grab sample collected during dry weather (no precipitation within 48 hours) is acceptable.

g. To ensure compliance with RSA 485-C, RSA 485-A, RSA 485-A:13, I(a), Env-Wq 1700 and Env-Wq 302, the following information may be requested by NHDES. This information must be kept on site unless you receive a written request from NHDES that it be sent to the address shown below in 9.1.1.h.

i. A list of all non-stormwater discharges that occur at the facility, including their source locations and the control measures being used (see Part 1.2.2 of the CGP).

ii. Records of sampling and analysis required for construction dewatering and stormwater discharges (see 9.1.1.d above).

h. All required or requested documents must be sent to: NH Department of Environmental Services, Watershed Management Bureau, P.O. Box 95 Concord, NH 03302-0095.

9.1.2 MAR100000 Commonwealth of Massachusetts (except Indian country)

a. All discharges covered by the Construction General Permit shall comply with the provisions pursuant to 314 CMR 3.00, 314 CMR 4.00, 314 CMR 9.00, including applicable construction stormwater standards and 310 CMR 10.00.

b. Pursuant to 314 CMR 3.11 (2)(a)6., and in accordance with MassDEP's obligation under 314 CMR 4.05(5)(e) to maintain surface waters free from pollutants in concentrations or combinations that are toxic to humans, aquatic life, or wildlife, permittees are prohibited from discharging dewatering water under the CGP from sites that are designated as Superfund/CERCLA or RCRA, and must make accommodations to dispose of the dewatering discharges appropriately, such as coverage under the Remediation General Permit (RGP).

c. Pursuant to 314 CMR 3.11 (2)(a), and in accordance with MassDEP's obligation to protect Outstanding Resource Waters under 314 CMR 4.04(3), applicants seeking coverage under the 2022 CGP that propose to carry out construction activities near Outstanding Resource Waters as identified in 314 CMR 4.06, shall submit to MassDEP for review:

i. a copy of the Stormwater Pollution Prevention Plan (SWPPP),

ii. a copy of the EPA NOI, and

iii. MassDEP's Stormwater BMP Checklist.

For purposes of this review, the permittee shall submit these documents to MassDEP at the same time they are submitted to EPA. Instructions on how to submit these documents to MassDEP and where to find the MassDEP Stormwater BMP Checklist and obtain authorization to discharge can be found here: https://www.mass.gov/how-to/wm-15-npdes-general-permit-notice-of- intent.

d. Pursuant to 314 CMR 3.11 (2)(a)6., and in accordance with MassDEP's obligation under 314 CMR 4.05(5)(e) to maintain surface waters free from pollutants in concentrations or combinations that are toxic to humans, aquatic life, or wildlife, applicants that propose to dewater under the 2022 CGP and plan to discharge to certain waters as described below, shall determine that any dewatering discharges are not contaminated by testing the proposed discharge as described below as part of the application for WM15 authorization. Unless otherwise specified, testing described in this section should be conducted using the methods in 40 CFR 136.

i. Applicants for sites that plan to discharge to Outstanding Resource Waters as identified in 314 CMR 4.06 shall test one sample of the proposed dewatering discharge water for pH, E. Coli (for discharges to freshwater), fecal coliform (for

discharges to salt water), Enterococci (for discharges to salt water), total suspended solids, oil and grease, total nitrogen, total phosphorus, and all parameters with numeric criteria listed in the Massachusetts Surface Water Quality Standards at 314 CMR 4.05(e). Results shall be reported to MassDEP as part of the WM15 application. To determine if the dewatering discharge could be covered under the 2022 CGP, the effluent at zero dilution must meet numeric water quality criteria. If the effluent does not meet numeric water quality criteria, the applicant shall contact EPA Region 1 to discuss coverage under the Remediation General Permit.

ii. Applicants for sites that propose to discharge to Public Water Supplies (314 CMR 4.06(1)(d)1) shall also test one sample of the proposed dewatering discharge water for per- and polyfluoroalkyl substances (PFAS), as outlined in the table below. Results shall be reported to MassDEP as part of the WM15 application. If any PFAS compounds are detected, the applicant shall apply for coverage under the NPDES Remediation General Permit for Massachusetts if required.

PFAS Testing Parameters for Discharges to Public Drinking Water Supplies[99]	
Perfluorohexanesulfonic acid (PFHxS), grab	Report ng/L
Perfluoroheptanoic acid (PFHpA), grab	Report ng/L
Perfluorononanoic acid (PFNA), grab	Report ng/L
Perfluorooctanesulfonic acid (PFOS), grab	Report ng/L
Perfluorooctanoic acid (PFOA), grab	Report ng/L
Perfluorodecanoic acid (PFDA), grab	Report ng/L

iii. Applicants for sites that propose to discharge to an impaired water as identified in the most recent final Massachusetts Integrated List of Waters,shall test one sample of the proposed dewatering discharge water for the parameter(s) for which the waterbody is impaired. To determine if the dewatering discharge could be covered under the 2022 CGP, the effluent at zero dilution must meet numeric water quality criteria. If the effluent does not meet numeric water quality criteria, the applicant shall contact EPA Region 1 to discuss coverage under the Remediation GeneralPermit and shall apply for RGP coverage if required.

iv. For dewatering discharges to all other waters, if any pollutants are knownor believed present in the proposed dewatering discharge water, the applicant shall apply for coverage under the NPDES Remediation General Permit for Massachusetts if required. For the purposes of this condition, a pollutant is "known present" if measured above the analytical detection limit using a sufficiently sensitive test method in an environmental sample, and "believed present" if a pollutant has not been measured in an environmental sample but will be added or generated prior to discharge, such as through a treatment process. Consequently, a pollutant is "known absent" if measured as non-detect relative to the analytical detection limit using a sufficiently sensitive test method in an environmental sample, and "believed absent" if a pollutant has not been measured in an environmentalsample but will not be added or generated prior to discharge and is not a parameter that applies to the applicable activity category for a site. If any pollutants are known or believed present in the

[99] PFAS testing shall follow established EPA methods 537 or 537.1 for drinking water until EPA Method 3512 for non-potable water becomes available.

proposed dewatering discharge water, the applicant shall test one sample of the proposed dewatering discharge water for the pollutants known or believed to be present. To determine if the dewatering discharge could be covered under the 2022 CGP, the effluent at zero dilution must meet numeric water quality criteria. If the effluent does not meet numeric water quality criteria, the applicant shall contact EPA Region 1 to discuss coverage under the Remediation General Permit.

e. Pursuant to 314 CMR 3.11 (2)(a), and in accordance with MassDEP's obligation to protect Outstanding Resource Waters under 314 CMR 4.04(3), applicants that propose to dewater under the 2022 CGP and discharge to Outstanding Resource Waters as identified in 314 CMR 4.06, shall submit the SWPPP and associated documents to MassDEP to review. MassDEP shall complete review within 30 daysof receipt.

f. Pursuant to 314 CMR 3.11 (2)(a)6., and in accordance with MassDEP's obligation under 314 CMR 4.05 to maintain surface waters free from color and turbidity in concentrations or combinations that are aesthetically objectionable or would impair any use assigned to the waterbody, permittees that have been authorized to dewater under the 2022 CGP and that discharge to Outstanding Resource Waters as identified in 314 CMR 4.06 shall carry out daily benchmark monitoring for turbidity[100] for the duration of dewatering. Permittees shall compare the weekly average of the turbidity monitoring results with the established benchmark turbidity value of 25 Nephelometric Turbidity Units (NTU). If a permittee's weekly average turbidity results exceed the benchmark, the operator shall conduct follow-up corrective action to determine the source of the problem and to make any necessary repairs or upgrades to the dewatering controls to lower the turbidity levels. The permittee shall document any corrective action taken in its corrective action log. Furthermore, permittees at these sites shall carry out inspections at higher frequency, specifically, daily inspections of the dewatering discharge treatment for the duration of the discharge. The permittee shall inspect the site for sediment plume or whether a hydrocarbon sheen is visible at the point of discharge, estimate the flow rate at the point of discharge, and inspect the site downstream to assess whether sedimentation is attributable to the dewatering discharges.

g. Pursuant to 314 CMR 3.11 (2)(a)6., and in accordance with MassDEP's obligation under 314 CMR 4.05 to maintain surface waters free from color and turbidity in concentrations or combinations that are aesthetically objectionable or would impair any use assigned to the waterbody, permittees shall store materials outside the Base Flood Elevation[101] when feasible to prevent displacing runoff and erosion.

h. Pursuant to 314 CMR 3.11 (2)(a), and in accordance with MassDEP's obligation to maintain surface waters free from nutrients in concentrations that would cause or contribute to impairment of existing or designated uses under 314 CMR 4.05(5)(c), all applicants who apply for coverage under the 2022 CGP shall follow guidelines on fertilizer application, including use of fertilizer containing no phosphorus, in accordance with 330 CMR 31.00 Plant Nutrient Application Requirements for

[100] Applicants shall follow EPA Method 180.1 to monitor for turbidity

[101] Base Flood Elevation (BFE) is the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE. (Source: https://www.fema.gov/node/404233).

Agricultural Land and Non-Agricultural Turf and Lawns. Further, fertilizer shall never be applied to a site when a rain event greater than 0.5 inches is forecast in the next 48 hours.

i. Pursuant to 314 CMR 3.11 (2)(a), all applicants who apply for coverage under the 2022 CGP and elect to carry out site inspections every 14 days shall also inspect sites within 24 hours of 0.25 inches of precipitation events or greater over 24 hours,or within 24 hours of a discharge that occurred due to snowmelt from 3.25 inches or greater of snow accumulation.[102] During the high flow periods in spring (i.e., months of April to June), inspection frequency shall be increased to once per week for all sites.

  i. To determine whether 3.25 inches or greater of snow accumulation has occurred at a site, snowfall measurements can be taken at the site,[103] or theoperator can rely on similar information from a local weather forecast.

j. Implementing structural improvements, enhanced/resilient pollution prevention measures, and other mitigation measures can help to minimize impacts from stormwater discharges from major storm events such as hurricanes, storm surge, extreme/heavy precipitation,[104] and flood events. Pursuant to 314 CMR 3.11 (2)(a), if such stormwater control measures are already in place due to existing requirements mandated by other state, local or federal agencies, the SWPPP shall include a brief description of the controls and a reference to the existing requirement(s). If the site may be exposed to or has previously experienced suchmajor storm events[105], additional stormwater control measures that may be considered, and implemented as necessary, include, but are not limited to:

  i. Reinforce materials storage structures to withstand flooding and additional exertion of force;

  ii. Prevent floating of semi-stationary structures by elevating to the Base Flood Elevation (BFE) level or securing with non-corrosive device;

  iii. When a delivery of exposed materials is expected, and a storm is anticipated within 48 hours, delay delivery until after the storm or storematerials as appropriate (refer to emergency procedures);

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[102] This is the amount of snow that is equivalent to 0.25 inches of rain, based on information from the National Oceanic and Atmospheric Administration (NOAA) indicating that 13 inches of snow is, on average, equivalent to 1 inch of rain. See https://www.nssl.noaa.gov/education/svrwx101/winter/faq/.

[103] NOAA's National Weather Service has guidelines on snowfall measurements at https://www.weather.gov/jkl/snow_measurement. These guidelines recommend use of a "snowboard" (a piece of wood about 16 inches by 16 inches) that is placed in an unobstructed part of the site on a hard surface.

[104] Heavy precipitation refers to instances during which the amount of rain or snow experienced in a location substantially exceeds what is normal. What constitutes a period of heavy precipitation varies according to location and season. Heavy precipitation does not necessarily mean the total amount of precipitation at a location has increased— just that precipitation is occurring in more intense or more frequent events.

[105] To determine if your facility is susceptible to an increased frequency of major storm events that could impact the discharge of pollutants in stormwater, you may reference FEMA, NOAA, or USGS flood map products at https://www.usgs.gov/faqs/where-can-i-find-flood-maps?qt-news_science_products=0#qtnews_science_products.

iv. Temporarily store materials and waste above the Base Flood Elevation ***[EPA notes that it has deleted a footnote reference to the term "Base Flood Elevation" since the same footnote is already included in Part 9.1.2.g, above.]*** level;

v. Temporarily reduce or eliminate outdoor storage;

vi. Temporarily relocate any mobile vehicles and equipment to higher ground;

vii. Develop scenario-based emergency procedures for major storms that are complementary to regular stormwater pollution prevention planning andidentify emergency contacts for staff and contractors; and

viii. Conduct staff training for implementing your emergency procedures atregular intervals.

k. Pursuant to 314 CMR 3.11 (2)(a)6., and in accordance with MassDEP's obligation under 314 CMR 4.05(5)(e) to maintain surface waters free from pollutants in concentrations or combinations that are toxic to humans, aquatic life, or wildlife, permittees who seek coverage under the 2022 CGP and anticipate to carry out dust control shall limit their dust control methodology to using water only and specifically avoid using other techniques, such as solutions containing calcium chloride.

l. If MassDEP requests a copy of the Stormwater Pollution Prevention Plan (SWPPP) for any construction site at any time, the permittee shall submit the SWPPP to MassDEP within 14 days of such a request. MassDEP may conduct an inspection of any site covered by this permit to ensure compliance with state lawrequirements, including state water quality standards.

9.1.3 MTR10F000 Areas in the State of Vermont located at a federal facility

a. Earth disturbance at any one time is limited to five acres.

b. All areas of earth disturbance must have temporary or final stabilization within 14 days of the initial disturbance. After this time, disturbed areas must be temporarily or permanently stabilized in advance of any runoff producing event. A runoff producing event is an event that produces runoff from the construction site. Temporary stabilization is not required if precipitation is not forecast and work is to continue in the next 24-hours or if the work is occurring in a self-contained excavation (i.e. no outlet) with a depth of two feet or greater (e.g. house foundation excavation, utility trenches). Areas of a construction site that drain to sediment basins are not considered eligible for this exemption, and the exemption applies only to the excavated area itself.

c. Site inspections on active construction sites shall be conducted daily during the period from October 15 through April 15.

d. The use of chemical treatments (e.g. polymers, flocculants, and coagulants) for the settling and/or removal of sediment from stormwater runoff associated with construction and construction-related activities requires prior written approval and an approved site and project-specific plan, from the Vermont Agency of Natural Resources. In addition, the use of cationic polymers is prohibited unless approved by the Vermont Agency of Natural Resources under a site and project-specific plan.

e. Any applicant under EPA's CGP shall allow authorized Vermont Agency of Natural Resources representatives, at reasonable times and upon presentation of credentials, to enter upon the project site for purposes of inspecting the project and determining

compliance with this Certification.

f. The Vermont Agency of Natural Resources may reopen and alter or amend the conditions of this Certification over the life of the EPA 2022 Construction General Permit when such action is necessary to assure compliance with the VWQS.

9.2 EPA REGION 2

9.2.1 NYR10I000 Indian country within the State of New York

a. Saint Regis Mohawk Tribe

i. Any Responsible-Person/Decision-Maker required under the CGP to submit a Notice of Intent (NOI) to EPA for coverage under the CGP, must concurrently submit an electronic copy of the NOI to the SRMT Environmental Division, Water Resource Program Manager. Additionally, an electronic copy of the Notice of Termination (NOT) must be provided within three business days after electronic confirmation is received from EPA that the NOT has been accepted. The NOI and NOT must be electronically provided to the following addresses:

Mr. Tieman W. Smith
Water Resources Program Manager Saint Regis Mohawk Tribe
449 Frogtown Road
Akwesasne, NY 13655 Tiernan.Smith@srmt-nsn.gov 518.358.2272 ext. 5073

ii. Any Responsible-Person/Decision-Maker that is required as part of the CGP to prepare a Discharge Management Plan (OMP) or Storm Water Management Plan (SWMP) and/or Storm Water Pollution Prevention Plan (SWPPP) must submit an electronic copy of the DMP, SWMP and/or SWPPP to the SRMT Environment Division, Water Resources Program Manager IO business days prior to the start of construction of any work to be conducted under the CGP. The applicable documents must be provided to the electronic address listed above.

iii. Any Responsible-Person/Decision-Maker that is required under the CGP to submit an annual report to EPA must submit an electronic copy of the annual report concurrently to the SRMT Water Resource Program. Additionally, any correspondences between the applicant and EPA related to analytical data, written reports, corrective action, enforcement, monitoring, or an adverse incident must likewise be routed to the SRMT Water Resources Program at the above electronic address.

iv. An "Authorization to Proceed Letter" with site-specific mitigation requirements may be sent out to the permittee when a review of the NOI and OMP, SWMP and /or SWPPP on a case-by-case basis, is completed by the SRMT Environment Division, Water Resource Program. This approval will allow the application to proceed if all mitigation requirements are met.

b. Seneca Nation

i. Under Part 1.1.5 of the CGP, the Seneca Nation requests that an applicant must demonstrate that they meet the eligibility criteria listed in Appendix D (certify in your Notice of Intent (NOI) that you meet one of the eligibility criteria [Criterion A-F]) as well as species and critical habitats that are listed under the Seneca Nation's "Fishing and Conservation Laws" and the "Seneca Nation of Indians Comprehensive Conservation Law".

ii. The Tribal Historic Preservation Office (THPO) was established in 2000 after the Seneca Nation received a recognition letter from the National Park Service (NPS); therefore under Part 1.1.6 of the CGP (Appendix E) and prior to submitting a Notice of Intent (NOI) operators must complete the Nation's TPHO, Project Review Form (https://sni.org/media/246603/sni-thpo-project-review-form.pdf) and submit the completed form with associated information to the Tribal Historic Preservation Officer at 90 Ohi:yo' Way, Salamanca, NY 14779. Federal agencies engaging in construction activities must provide for construction review by a certified construction reviewer in accordance with 7 Del. C. §§4010 & 4013 and 7 DE Admin. Code 5101, subsection 6.1.6.

iii. Under Part 1.2 of the CGP, discharges must also follow the Section 13 of the Guide for Construction (Seneca Nation of Indians Source Water Code) and respectively, Council Resolution, dated April 13, 2013 (CN: R-04-13-13-11) to ensure that the health, safety and welfare of the citizens of the Seneca Nation, and all other within the Lands and Territories of the Seneca Nation of Indians, and to facilitate the adequate provisions of water through the elimination or prevention of ground water contamination in the vicinity of wells that supply drinking water for the Nation. The area is known as the Source Water Protection Area (SWPA) and specified activities are regulated within this SWPA, as cited in Section 13 of the Guide for Construction and Section VI, of CN: R-04-13-13-11.

iv. Under Part 1.4, any operator who seeks coverage of the CGP, and is required to submit a notice of intent NOI and Notice of Termination (NOT) (as necessary) to the EPA for coverage, under Part 1.4.2 must also submit a copy of the NOI to the Seneca Nation's Environmental Protection Department (EPD) within three business days of submittal to the EPA, (address shown below). Respectively, a copy of the NOT (as described under Part 8.3 of the CGP), which certifies that you have met the requirements of Part 8, must be provided within three business days after electronic confirmation is received from the EPA that the NOT has been accepted. In addition to a NOI and NOT, the Seneca Nation (Environmental Protection Department [EPD]) would require an Environmental Impact Assessment (EA) (Long Form), as shown in Section 2 of the Seneca Nation of Indians Laws, Ordinances & Policies (Guide for Construction), to be completed and submitted to the EPD prior to any project to determine whether the impacts from a project would create significant and detrimental effects to the Nation's lands, water (violate WQS), and environment. The NOI, NOT, and EA must be submitted electronically to epd@sni.org and provided to the following address:

Seneca Nation
Environmental Protection Department (EPD) Attn: Director of EPD
12837 Route 438
Irving, NY 14081

v. Under Part 3.0 of the CGP, discharges must be controlled as necessary to meet applicable WQS. The Seneca Nation is working actively towards finalizing and implementing the; therefore, the EPD would require an applicant to submit or grant access to the permit to obtain information on the impact of effluents on receiving waters, including the capability of receiving waters to support future designated uses and achieve the WQS of the Nation; and to advise prospective dischargers of discharge requirements, and coordinate with the appropriate

permitting agencies. As stated in the Decision Document, under Section 303(c) of the CWA, 33 U.S.C. § 1313(c), states develop, review, and revise (as appropriate) water quality standards for surface waters of the United States. At a minimum, such standards are to include designated water uses, water quality criteria to protect such uses, and an antidegradation policy. 40 C.F.R. § 131.6. In addition, under Section 401 of the CWA states may grant, condition, or deny "certification" for federally permitted or licensed activities that may result in a discharge to the waters of the United States 33 U.S.C. § 1341.

vi. Under Part 7.2.8(a)(b)(c) and for Part 9 of the CGP, the following Sections of the Seneca Nation's Guide for Construction shall be considered, in conjunction with the CGP:

(a) Section 1. Executive Order - To Establish a Policy for Governing Access to Nation Territories and Facilities by Officials of Foreign Government, dated March 31, 2011

(b) Section 3. Natural Resources Committee, Sand and Gravel Law (CN: R-06-24-05-08)

(c) Section 4. Fishing and Conservation Laws - Part 1.1.5 of the CGP

(d) Section 5. Seneca Nation of Indians Comprehensive Conservation Law, adopted January 14, 2012

(e) Section 9. Food is Our Medicine (FIOM) Program/Native Planting Policy (CN: R-03- 08-14-14)

(f) Section 10. Forestry Management Plan (CN: R-08-14-10-23)

(g) Section 11. Timber Ordinance #411-092, dated May 8, 1982

(h) Section 14. Flood Damage Prevention Local Law, dated September 27, 1988

(i) Section 16. Utilities Ordinance No. 87-100

(j) Authorizing Emergency Action and Contingency Plan to Restrain Pollution of Nations Waters, (Council Resolution: R-03-01-18-10), dated March 10, 2018 Seneca Nation of Indians Permit Application for Construction within Waterways Permit, Form NR98-01.00

9.3 EPA REGION 3

9.3.1 DCR100000 District of Columbia

a. Discharges authorized by this permit shall comply with the District of Columbia Water Pollution Control Act of 1984, as amended (DC Official Code § 8-103.01 and § 8-103.06, et seq.) to ensure that District of Columbia waters, waters in adjacent and downstream states, and the beneficial uses of these waters will not be harmed or degraded by the discharges.

b. Discharges authorized by this permit must comply with §§ 1104.1 and 1104.8 of Chapter 11 and the provisions of Chapter 19 of Title 21of District of Columbia Municipal Regulations in order to attain and maintain designated uses of the District of Columbia waters.

c. The permittee shall comply with the District of Columbia Stormwater Management and Soil Erosion and Sediment Control regulations in Chapter 5 of Title 21 of the District of Columbia Municipal Regulations.

d. The permittee shall comply with the District of Columbia Flood Management Control regulations in Chapter 31 of Title 20 of the District of Columbia Municipal Regulations.

e. The permittee shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the Regulatory Review Division, Department of Energy & Environment, Government of the District of Columbia, 1200 First Street, NE, 5th Floor, Washington, DC 20002, during the review and approval of the permittee's DOEE Erosion and Sediment Control Plan in accordance with the provisions of Chapter 542 of Title 21 of the District of Columbia Municipal Regulations.

f. Upon request, the permittee shall submit all inspection and monitoring reports as required by this permit and 40 CFR § 122.41 to the Associate Director, Inspection and Enforcement Division, Department of Energy & Environment, Government of the District of Columbia, 1200 First Street, NE, 5th Floor, Washington, DC 20002; telephone (202) 535-2226, or by email at Joshua.Rodriguez@dc.gov.

g. In the event the permittee intends to discharge dewatering water, groundwater, or groundwater comingled with stormwater from a known contaminated site, the permittee shall contact the Regulatory Review Division, Department of Energy & Environment, Government of the District of Columbia, 1200 First Street, NE, 5th Floor, Washington, DC 20002; telephone (202) 535-2600, or by email at MS4DischargeAuthorization@dc.gov to request authorization to discharge dewatering water, groundwater, or groundwater comingled with stormwater to the District's Municipal Separate Storm Sewer System (MS4) or to a surface water body pursuant to §§ 8-103.02, 8-103.06, and 8-103.07 of the District of Columbia Water Pollution Control Act of 1984, as amended.

9.3.2 DER10F000 Areas in the State of Delaware located at a federal facility (as defined in Appendix A)

a. Federal agencies must submit a sediment and stormwater management plan (SSMP) and receive Department approval prior to undertaking any land clearing, soil movement or construction activity unless conducting an exempt activity.

b. Federal construction activities are required to have a third-party Certified Construction Reviewer (CCR) perform weekly reviews to ensure the adequacy of construction activities pursuant to the approved SSMP and regulations.

Implementation of approved SSMPs requires the daily oversight of construction activity by certified responsible personnel.

c. Implementation of approved SSMPs requires the daily oversight of construction activity by certified responsible personnel.

d. A current copy of the SSMP must be maintained at the construction site.

e. Unless authorized by the Department, not more than 20 acres may be disturbed at any one time.

9.4 EPA REGION 4

No additional conditions

9.5 EPA REGION 5

9.5.1 MIR10I000 Indian country within the State of Minnesota

a. Fond du Lac Reservation

i. New dischargers wishing to discharge to an Outstanding Reservation Resource Water (ORRW)[106] must obtain an individual permit from EPA for storm water discharges from large and small construction activities.

ii. A copy of the Storm Water Pollution Prevention Plan (SWPPP) must be submitted to the Office of Water Protection at least fifteen (15) days in advance of sending the Notice of Intent to EPA. The SWPPP can be submitted electronically to richardgitar@FDLREZ.com or by hardcopy sent to:

Fond du Lac Reservation
Office of Water Protection
1720 Big Lake Road
Cloquet, MN 55720

iii. Copies of the Notice of Intent (NOI) and the Notice of Termination (NOT) must be sent to the Fond du Lac Office of Water Protection at the same time they are submitted to EPA. [The condition helps the Office of Water Protection keep track of when a project is about to start and when it has ended. FDL Water Quality Certification Ordinance, Section 204 (a) (2)).

iv. If the project will entail a discharge to any watercourse or open water body, the turbidity limit shall NOT exceed 10% of natural background within the receiving water(s) as determined by Office of Water Protection staff. For such discharges, turbidity sampling must take place within 24 hours of a ½-inch or greater rainfall event. The results of the sampling must be reported to the Office of Water Protection within 7 days of the sample collection. All sample reporting must include the date and time, location (GPS: UTM/Zone 15), and NTU. CGP applicants are encouraged to work with the Office of Water Protection in determining the most appropriate location(s) for sampling. [This condition helps both the Office of Water Protection and the project proponent in knowing whether or not their erosion control efforts are effective. FDL Water Quality Certification, Section 204 (b) (1)).

v. Receiving waters with open water must be sampled for turbidity prior to any authorized discharge as determined by Office of Water Protection staff. This requirement only applies to receiving waters which no ambient turbidity data exists. [This condition allows the Office of Water Protection to obtain a baseline turbidity sample in which to compare to other samples. FDL Water Quality Certification Ordinance, Section 204 (b) (2)].

vi. All work shall be carried out in such a manner as will prevent violations of water quality criteria as stated in the Water Quality Standards of the Fond du Lac Reservation, Ordinance #12/98, as amended. This includes, but is not limited to, the prevention of any discharge that causes a condition in which visible solids, bottom deposits, or turbidity impairs the usefulness of water of the Fond du Lac

[106] Although additional waters may be designated in the future, currently Perch Lake, Rice Portage Lake, Miller Lake, Deadfish Lake, and Jaskari Lake are designated as ORRWs.

Reservation for any of the uses designated in the Water Quality Standards of the Fond du Lac Reservation. These uses include wildlife, aquatic life, warm water fisheries, cold water fisheries, subsistence fishing (netting), primary contact recreation, secondary contact recreation, cultural, wild rice areas, aesthetic waters, agriculture, navigation, commercial and wetlands. It also includes the designated uses of wetlands including, but not limited to, baseflow discharge, cultural opportunities, flood flow attenuation, groundwater recharge, indigenous floral and fauna) diversity and abundance, nutrient cycling, organic carbon export/cycling, protection of downstream water quality, recreation, resilience against climactic effects, sediment/shoreline stabilization, surface water storage, wild rice, and water dependent wildlife. [In addition to listing the designated uses of waters of the Fond du Lac Reservation, this condition also limits the project proponent to discharges that will not violate our Water Quality Standards. FDL Water Quality Certification Ordinance, Section 204 (a) (7)).

vii. Appropriate steps shall be taken to ensure that petroleum products or other chemical pollutants are prevented from entering waters of the Fond du Lac Reservation. All spills must be reported to the appropriate emergency management Agency (National Response Center AND the State Duty Officer), and measures shall be taken immediately to prevent the pollution of waters of the Fond du Lac Reservation, including groundwater. The Fond du Lac Office of Water Protection must also be notified immediately of any spill regardless of size. [This condition helps protect water quality and also reminds project proponents of their responsibility in reporting spill events. FDL Water Quality Certification Ordinance, Section 204 (b) (3)).

viii. All seed mixes, whether used for temporary stabilization or permanent seeding, shall NOT contain any annual ryegrass (Lolium species). Wild rye (Elymus species) or Oats (Avena species) may be used as a replacement in seed mixes. [This condition prevents the use of annual ryegrass on the Reservation. Annual ryegrass is allelopathic, which means it produces biochemical in its roots that inhibit the growth of native plants. If used in seed mixes, annual ryegrass could contribute to erosion, especially on slopes. However, the condition also specifies substitute grasses that germinate almost as fast as annual ryegrass for use as a cover crop to help prevent erosion. FDL Water Quality Certification Ordinance, Section 204 (t) (1)).

ix. To prevent the introduction of invasive species, ALL contractors and subcontractors MUST disclose information stating prior equipment location(s) and ALL known invasive species potentially being transported from said location(s). All equipment MUST undergo a high pressure wash (including any equipment mats) BEFORE ENTERING the Fond du Lac Reservation. Personal equipment such as work boots, gloves, vest, etc. MUST be clean of debris, dirt and plant and animal material BEFORE ENTERING the Fond du Lac Reservation. Equipment being transported from known infested areas MUST undergo a high pressure wash as soon as possible after leaving the infested site and again BEFORE ENTERING the Fond du Lac Reservation, to avoid transport of invasive species into areas surrounding the Reservation. Written certification of equipment cleaning MUST be provided to the Fond du Lac Office of Water Protection. Upon arrival, ALL contractor and subcontractor equipment will be inspected by appointed Fond du Lac staff. If equipment is deemed unsatisfactory, the equipment MUST

undergo a high pressure washing until the equipment is cleared by the inspector, until such time, minimal travel will be allowed through the Reservation. The contractor shall be held responsible for the control of any invasive species introduced as a result of their project. [This condition requires the project proponent to prevent the inadvertent introduction of invasive species by taking an active role in cleaning all vehicles, equipment, and equipment mats before entering the Reservation. This condition has been placed in certifications since 2012, due to the introduction of Wild Parsnip in 2011 from a pipeline contractor. It is much easier to prevent the introduction of an invasive species than it is to eradicate it once it has been introduced. Many invasive plant species form monocultures, preventing native plants from growing. This situation often leads to cases of erosion, which in turn effects water quality. FOL Water Quality Certification Ordinance, Section 204 (g) (1)].

x. A copy of this certification MUST be kept by the contractor on-site at all times and be available for viewing by all personnel, including inspectors. [This condition ensures that the information contained in the certification, especially the conditions, is readily available onsite for reference. FOL Water Quality Certification Ordinance, Section 204 (a) (9)].

b. The Grand Portage Band of Lake Superior Chippewa

i. The CGP authorization is for construction activities that may occur within the exterior boundaries of the Grand Portage Reservation in accordance to the Grand Portage Land Use Ordinance. The CGP regulates stormwater discharges associated with construction sites of one acre or more in size. Only those activities specifically authorized by the CGP are authorized by this certification (the "Certification").

ii. All construction stormwater discharges authorized by the CGP must comply with the Water Quality Standards and Water Resources Ordinance, as well as Applicable Federal Standards (as defined in the Water Resources Ordinance).

iii. All appropriate steps must be taken to ensure that petroleum products or other chemical pollutants are prevented from entering the Waters of the Reservation. All spills must be reported to the appropriate emergency-management agency, and measures must be taken to prevent the pollution of the Waters of the Reservation, including groundwater.

iv. The 2022 CGP requires inspections and monitoring reports of the construction site stormwater discharges by a qualified person. Monitoring and inspection reports must comply with the minimum requirements contained in the 2022 CGP. The monitoring plan must be prepared and incorporated into the Storm Water Pollution Prevention Plan (the "SWPP"). A copy of the SWPP must be submitted to the Board at least 30 days in advance of sending the requisite Notice of Intent to EPA. The SWPP should be sent to:

Grand Portage Environmental Resources Board
P.O. Box 428
Grand Portage, MN 55605

Copies of the Notice of Intent and Notice of Termination required under the General Permit must be submitted to the Board at the address above at the same time they are submitted to the EPA.

v. If requested by the Grand Portage Environmental Department, the permittee must provide additional information necessary for a case-by-case eligibility determination to assure compliance with the Water Quality Standards and any Applicable Federal Standards. The burden is on the applicant to demonstrate compliance with the Water Quality Standards, the Water Resources Ordinance, and Applicable Federal Standards whether or not the application is ultimately eligible for the CGP.

vi. CGP discharges must not cause nuisance conditions as defined in Grand Portage Water Quality Standards.

vii. The Board retains full authority to ensure compliance with and to enforce the provisions of the Water Resource Ordinance and Water Quality Standards, Applicable Federal Standards, and these Certification conditions. Nothing herein affects the scope or applicability of other controlling tribal or federal requirements, including but not limited to impacts to cultural, historical, or archeological features or sites, or properties that may be eligible for listing on the National Register of Historic Places under the National Historic Preservation Act, 54 U.S.C. §§ 300101 et seq.

viii. Appeals related to Board actions taken in accordance with any of the preceding conditions may be heard by the Grand Portage Tribal Court.

c. Leech Lake Band of Ojibwe

i. The water quality standards that apply to the construction site are the standards at the time the operator submits its Notice of Intent (NOI) to EPA and the LLBO WRP (see conditions # 2 and # 3).

ii. A copy of the Stormwater Pollution Prevention Plan (SWPPP) must be submitted to the LLBO WRP at least 30 days in advance of sending the NOI for the project to EPA. See attached LLBO 401 Water Quality Certification Ordinance. Section 304(a)(1). The SWPPP should be submitted electronically to Jeff.Harper@llojibwe.net and by hardcopy sent to:

Leech Lake Band of Ojibwe
ATTN: Water Resources Program - 401 Cert
Division of Resource Management
190 Sailstar Drive NW
Cass Lake, Minnesota 56633

iii. Copies of the NOI and the Notice of Termination (NOT) must be submitted to the LLBO WRP at the same time they are submitted to EPA. See attached LLBO 401 Water Quality Certification Ordinance, Section 304(a)(2). The NOI and NOT should be submitted electronically to Jeff.Harper@llojibwe.net and sent by hardcopy to the address cited in condition # 2.

iv. Any and all other conditions listed in Section 304 of the attached LLBO 401 Water Quality Certification Ordinance shall be observed unless the LLBO WRP deems that certain conditions therein are not applicable to the project in need of a permit under this certification.

v. A copy of this certification MUST be kept by the contractor on-site at all times and be available for viewing by all personnel, including inspectors.

vi. Upon consideration of the NOI, if the LLBO WRP finds that the discharge will not be controlled as necessary to meet applicable water quality standards, the LLBO WRP may insist, consistent with Part 3.1 of the CGP, that additional controls are installed to meet applicable water quality standards, or recommend to EPA that the operator obtain coverage under an individual permit.

9.5.2 WIR10I000 Indian country within the State of Wisconsin

a. Bad River Band of Lake Superior Tribe of Chippewa Indians

i. Only those activities specifically authorized by the CGP are authorized by this Certification. This Certification does not authorize impacts to cultural properties, orhistorical sites, or properties that may be eligible for listing as such.

ii. All projects which are eligible for coverage under the CGP and are located within the exterior boundaries of the Bad River Reservation shall be implemented in such a manner that is consistent with the Tribe's Water Quality Standards (WQS). The Tribe's WQS can be viewed at: http://www.badriver-nsn.gov/wp-content/uploads/2020/01/NRD_WaterQualityStandards_2011.pdf

iii. Operators are not eligible to obtain authorization under the CGP for all new discharges to an Outstanding Tribal Resource Water (OTRW or Tier 3 water). OTRWs, or Tier 3 waters, include the following: Kakagon Slough and the lower wetland reaches of its tributaries that support wild rice, Kakagon River, Bad River Slough, Honest John Lake, Bog Lake, a portion of Bad River, from where it enters the Reservation through the confluence with the White River, and Potato River. OTRWs can be viewed at: https://www.arcgis.com/apps/View/index.html?appid=6f44c371217e4ee8b5f1c2c705c 7c7c5

iv. An operator proposing to discharge to an Outstanding Resource Water (ORW or Tier 2.5 water) under the CGP must comply with the antidegradation provisions of the Tribe's WQS. ORWs, or Tier 2.5 waters, include the following: a portion of Bad River, from downstream the confluence with the White River to Lake Superior, White River, Marengo River, Graveyard Creek, Bear Trap Creek, Wood Creek, Brunsweiler River, Tyler Forks, Bell Creek, and Vaughn Creek. ORWs can be viewed at: https://www.arcgis.com/apps/View/index.html?appid=6f44c371217e4ee8b5f1c2c705c 7c7c5. The antidegradation demonstration materials described in provision E.4.iii., and included on the antidegradation demonstration template found at: https://www.badriver-nsn.gov/natural-resources/projectreviews/, must be submitted to the following address:

Bad River Tribe's Natural Resources Department
Attn: Water Regulatory Specialist
P.O. Box 39 Odanah, WI 54861
WaterReg@badriver-nsn.gov

v. An operator proposing to discharge to an Exceptional Resource Water (ERW or Tier 2 water) under the CGP must comply with the antidegradation provisions of the Tribe's WQS. ERWs, or Tier 2 waters, include the following: any surface water within the exterior boundaries of the Reservation that is not specifically classified as an Outstanding Resource Water (Tier 2.5 water) or an Outstanding Tribal Resource Water (Tier 3 water). ERWs can be viewed at:

https://www.arcgis.com/apps/View/index.html?appid=6f44c371217e4ee8b5f1c2c705c 7c7c5. The antidegradation demonstration materials described in provision E.4.ii., and included on the antidegradation demonstration template found at: https://www.badriver-nsn.gov/natural-resources/projectreviews/, must be submitted to the following address:

Bad River Tribe's Natural Resources Department
Attn: Water Regulatory Specialist
P.O. Box 39 Odanah, WI 54861
WaterReg@badriver-nsn.gov

vi. Projects utilizing cationic treatment chemicals within the Bad River Reservation boundaries are not eligible for coverage under the CGP.

vii. A discharge to a surface water within the Bad River Reservation boundaries shall not cause or contribute to an exceedance of the turbidity criterion included in the Tribe's WQS, which states: Turbidity shall not exceed 5 NTU over natural background turbidity when the background turbidity is 50 NTU or less, or turbidity shall not increase more than 10% when the background turbidity is more than 50 NTU.

viii. All projects which are eligible for coverage under the CGP within the exterior boundaries of the Bad River Reservation must comply with the Bad River Reservation Wetland and Watercourse Protection Ordinance, or Chapter 323 of the Bad River Tribal Ordinances, including the erosion and sedimentation control, natural buffer, and stabilization requirements. Questions regarding Chapter 323 and requests for permit applications can be directed to the Wetlands Specialist in the Tribe's Natural Resources Department at (715) 682-7123 or wetlands@badriver-nsn.gov.

ix. An operator of a project, which is eligible for coverage under the CGP, that would result in an allowable discharge under the CGP occurring within the exterior boundaries of the Bad River Reservation must notify the Tribe prior to the commencing earth-disturbing activities. The operator must submit a copy of the Notice of Intent (NOI) to the following addresses at the same time it is submitted to the U.S. EPA:

Bad River Tribe's Natural Resources Department
Attn: Water Regulatory Specialist
P.O. Box 39 Odanah, WI 54861
WaterReg@badriver-nsn.gov

Bad River Tribe's Natural Resources Department
Attn: Tribal Historic Preservation Officer (THPO)
P.O. Box 39 Odanah, WI 54861
THPO@badriver-nsn.gov

The operator must also submit a copy of the Notice of Termination (NOT) to the above addresses at the same time it is submitted to the U.S. EPA. Photographs showing the current site conditions must be included as part of the NOT to document the stabilization requirements have been met.

x. The THPO must be provided 30 days to comment on the project.

xi. The operator must obtain THPO concurrence in writing. This written concurrence will outline measures to be taken to prevent or mitigate effects to historic properties. For more information regarding the specifics of the cultural resources process, see 36 CFR Part 800. A best practice for an operator is to consult with the THPO during the planning stages of an undertaking.

xii. An operator of a project, which is eligible for coverage under the CGP, that would result in an allowable discharge under the CGP occurring within the exterior boundaries of the Bad River Reservation must submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the following address at the same time as submitting the NOI:

Bad River Tribe's Natural Resources Department
Attn: Water Regulatory Specialist
P.O. Box 39 Odanah, WI 54861
WaterReg@badriver-nsn.gov

xiii. Any corrective action reports that are required under the CGP must be submitted to the following address within one (1) working day of the report completion:

Bad River Tribe's Natural Resources Department
P.O. Box 39 Odanah, WI 54861
WaterReg@badriver-nsn.gov

xiv. An operator of a project, which is eligible for coverage under the CGP, that would result in an allowable discharge under the CGP occurring within the exterior boundaries of the Bad River Reservation must submit a copies of the inspection reports (including photographs) to the following address within 24 hours of completing any site inspection required:

Bad River Tribe's Natural Resources Department Attn: Water Regulatory Specialist
P.O. Box 39 Odanah, WI 54861
WaterReg@badriver-nsn.gov

xv. An operator shall be responsible for meeting any additional permit requirements imposed by the U.S. EPA necessary to comply with the Tribe's antidegradation policies if the discharge point is located upstream of waters designated by the Tribe.

9.6 EPA REGION 6

9.6.1 NMR100000 State of New Mexico, except Indian country

a. In Outstanding National Resource Waters (ONRWs) in New Mexico, no degradation is permitted except in limited, specifically defined instances. Therefore, Operators are not eligible to obtain authorization under this general permit for stormwater discharges to waters classified as ONRWs listed in Paragraph D of 20.6.4.9 New Mexico Administrative Code (NMAC), also referred to as "Tier 3 waters" as defined in Appendix A of this permit. Exception: When construction activities are in response to a public emergency (e.g., wildfire, extreme flooding, etc.) and the related work requires immediate authorization to avoid a threat to public health or safety.

i. Operators who conduct construction activities in response to a public emergency to mitigate an immediate threat to public health or safety shall

adhere to the requirements in 20.6.4.8(A)(3)(c) NMAC, including notifying the New Mexico Environment Department (NMED) within seven days of initiation of the emergency action and providing NMED with a summary of the action taken within 30 days of initiation of the emergency action.

ii. For all other scenarios, Operators with proposed discharges to ONRWs in New Mexico shall obtain coverage from EPA under an NPDES Individual Permit and will comply with the additional standards and regulations related to discharges to ONRWs in 20.6.4.8(A) NMAC. Additional information is available from:

New Mexico Environment Department Surface Water Quality Bureau
P.O. Box 5469
Santa Fe, NM 87502-5469 Telephone: 505-827-0187
https://www.env.nm.gov/surface-water-quality/wqs/
https://gis.web.env.nm.gov/oem/?map=swqb

b. If construction dewatering activities are anticipated at a construction site and non-stormwater discharges of groundwater, subsurface water, spring water, and/or other dewatering water are anticipated, the Operators/Permittees must complete the following steps:

1. Review the state's Ground Water Quality Bureau Mapper (https://gis.web.env.nm.gov/GWQB/) and Petroleum Storage Tank Bureau Mapper (https://gis.web.env.nm.gov/GWQB/).

   Check if the following sources are located within the noted distance from the anticipated construction dewatering activity. At a minimum, a list of the following potential sources of contaminants and pollutants at the noted distance is to be kept in the SWPPP.

Source of Potential Contamination or Pollutants*	Constituents likely to be required for testing*
Within 0.5 mile of an open Leaking Underground Storage Tank (LUST) site	BTEX (Benzene, Toluene, Ethylbenzene, and Xylene) plus additional parameters depending on site conditions**
Within 0.5 mile of an open Voluntary Remediation site	All applicable parameters or pollutants listed in 20.6.4.13, 20.6.4.52, 20.6.4.54, 20.6.4.97 thru 20.6.4.99, 20.6.4.101 through 20.6.4.899, and 20.6.4.900 NMAC (or an alternate list approved by the NMED-SWQB)*
Within 0.5 mile of an open RCRA Corrective Action Site	
Within 0.5 mile of an open Abatement Site	
Within 0.5 mile of an open Brownfield Site	
Within 1.0 mile or more of a Superfund site or National Priorities List (NPL) site with associated groundwater contamination.	
Construction activity contaminants and/or natural water pollutants	Additional parameters depending on site activities and conditions (Contact NMED- SWQB for an alternate list)*

*For further assistance determining whether dewatering may encounter contaminated sources, please contact the NMED Ground Water Quality Bureau at 505-827-2965 or NMED Surface Water Quality Bureau (SWQB) at 505-827-0187.

** EPA approved sufficiently sensitive methods must be used. For known PCB sources and analysis, EPA Method 1668C must be used (see https://www.epa.gov/cwa-methods).

2. If dewatering activities are anticipated, information on the flow rate and potential to encounter contaminated groundwater, subsurface water, spring water, or dewatering water must be provideddirectly to NMED at the following address:

   NMED Surface Water Quality Bureau

   Program Manager, Point Source Regulation
   SectionPO Box 5469, Santa Fe, NM 87502

   Please call the SWQB to obtain the appropriate email address (505-827-0187).

3. In addition, the Operator/Permittee must characterize the quality of the groundwater and subsurface water, spring water, or dewatering water being considered for discharge according to the table above and including dissolved hardness and pH. Considering the contaminant sources listed in the table above, water quality data may already be available. For further assistance, contactthe

NMED Surface Water Quality Bureau (505-827-0187), Ground Water Quality Bureau (505-827- 2965), Petroleum Storage Tank Bureau (505-476-4397), or Hazardous Waste Bureau (505-476- 6000).

i. The Operator/Permittee must submit recent analytical test results (i.e., within the past 5 years) according to the table above, and including dissolved hardness and pH, to the EPA Region 6 Stormwater Permit Contact and the NMED Surface Water Quality Bureau (see contact information in #2 above). If the test data exceed applicable water quality standards, then the groundwater, subsurface water, spring water, or dewatering water cannot be discharged into surface waters under this general permit. Operators/Permittees may submit an NPDES Individual Permit application to treat and discharge to waters of the U.S. or find alternative disposal measures. No discharges to surface waters are allowed until authorized.

ii. If the discharge has the potential to affect groundwater (e.g., land application), the Operator/Permittee must submit an NOI to the NMED Ground Water Quality Bureau (see 20.6.2.1201 NMAC – Notice of Intent to Discharge).

4. The Operator/Permittee must document any findings and all correspondence with NMED and EPA in the SWPPP.

c. Operators who intend to obtain authorization under this permit for new and existing storm water dischargesfrom construction sites must satisfy the following condition:

i. The SWPPP must include site-specific interim and permanent stabilization, managerial, and structural solids, erosion and sediment control best management practices (BMPs) and/or other controls that are designed to prevent to the maximum extent practicable an increase in the sediment yield and flow velocity from pre-construction, pre-development conditions to assure thatapplicable standards in 20.6.4 NMAC, including the antidegradation policy, and TMDL waste load allocations (WLAs) are met. This requirement applies to discharges both during construction and after construction operations have been completed. The SWPPP must identify and document the rationale for selecting these BMPs and/or other controls. The SWPPP must also describe design specifications, construction specifications, maintenance schedules (including a long-term maintenance plan), criteria for inspections, and expected performance and longevity of these BMPs.For sites greater than 5 acres in size, BMP selection must be made based on the use of appropriatesoil loss prediction models (i.e. SEDCAD, RUSLE, SEDIMOT, MULTISED, etc.) OR equivalent generallyaccepted (by professional erosion control specialists) soil loss prediction tools.

ii. For all sites, the Operator(s) must demonstrate, and include documentation in the SWPPP, that implementation of the site-specific practices will ensure that the applicable standards and TMDL WLAs are met, and will result in sediment yields and flow velocities that, to the maximum extent practicable, will not be greater than the sediment yield levels and flow velocities from preconstruction, pre-development conditions.

iii. All SWPPPs must be prepared in accordance with good engineering practices by qualified (e.g., CPESC certified, engineers with appropriate training) erosion control specialists familiar with the use of soil loss prediction models and design of erosion and sediment control systems based on these models (or equivalent soil

loss prediction tools). Qualifications of the preparer (e.g., professional certifications, description of appropriate training) must be documented in the SWPPP.The Operator(s) must design, implement, and maintain BMPs in the manner specified in the SWPPP.

NMED supports the use of EPA's small residential lot template if a site qualifies to use it as explained inthe permit, as long as it is consistent with the above requirements. NMED's requirement does not preclude small residential sites from using the template, but it may require an additional short paragraphto justify the selection of specific BMPs for the site.

d. Operators must notify NMED when discharges of toxic or hazardous substances or oil from a spill or other release occurs - see Emergency Spill Notification Requirements, Part 2.3.6 of the permit. For emergencies, Operators can call 505-827-9329 at any time. For non-emergencies, Operators can call 866-428-6535 (voice mail 24-hours per day) or 505-476-6000 during business hours from 8am-5pm, Monday through Friday. Operators can also call the NMED Surface Water Quality Bureau directly at 505-827-0187.

e. Operators of small construction activities (i.e., 1-5 acres) are not eligible to qualify for a waiver in lieu of needing to obtain coverage under this general permit based on Item C.3 of Appendix C (Equivalent Analysis Waiver) in the State of New Mexico.

9.6.2 NMR10I000 Indian country within the State of New Mexico, except Navajo Reservation Lands that are covered under Arizona permit AZR10000I and Ute Mountain Reservation Lands that are covered under Colorado permit COR10000I.

a. Nambe Pueblo

i. The operator must provide a copy of the Notice of Intent (NOI) and Notice of Termination (NOT) to the Nambe Pueblo Governor's Office at the same time it is provided to the US Environmental Protection Agency. The NOI and NOT should be provided to the following address:

Office of the Governor Nambe Pueblo
!SA NPI02 WEST
Nambe Pueblo, New Mexico 87506

ii. The operator must provide a copy of the Storm Water Pollution Prevention Plan (SWPPP) to Nambe Pueblo at the same time it is submitted to the EPA, either by email to governor@nambepueblo.org or mailed to the above address.

iii. The operator must provide copies of inspection reports, a copy of the corrective action log, and modifications made to the SWPPP as a result of inspection findings, upon request by the Nambe Pueblo Department of Environmental and Natural Resources or Nam be Governor.

b. Ohkay Owingeh Tribe

i. All operators obtaining permit coverage under the EPA CGP, must submit a copy of the certified (signed) Notice of Intent (NOI) to the Ohkay Owingeh Office of Environmental Affairs, a copy of NOI modifications and the Notice of Termination (NOT), must be provided within three business days after EPA provides electronic confirmation that the submission has been received. The NOI and NOT must be provided to the following address:

Naomi L. Archuleta - Environmental Programs Manager Ohkay Owingeh Office of Environmental Affairs
P.O. Box 717
Ohkay Owingeh, NM 87566
naomi.archuleta@ohkay.org

Noah Kaniatobe - Environmental Specialist Ohkay Owingeh, Office of Environmental Affairs
P.O. Box 717
Ohkay Owingeh, NM 87566
noah.kaniatohe@ohkay.org

ii. All operators obtaining permit coverage under the EPA CGP, must submit an electronic copy of the Storm Water Pollution Prevention Plan (SWPPP) to Ohkay Owingeh Office of Environmental Affairsat the same time that the NOI is submitted to the tribe (see contact information listed above).

iii. Following each incident where the operator takes a corrective action the operator must provide thecorrective action log to the Ohkay Owingeh Office of Environmental Affairs.

iv. The operator must notify Ohkay Owingeh Office of Environmental Affairs within 24 hours, in the event of an emergency spill in addition to the notification requirements at Part 2.3.6 of the CGP. Please contact: Ohkay Owingeh Tribal Police Department at 505.852.2757.

Please contact:
Ohkay Owingeh
Tribal Police Department
505.852.2757

c. Pueblo of Isleta

i. All operators obtaining permit coverage under the EPA CGP must submit a copy of the certified Notice ofIntent (NOI) to the Pueblo of Isleta at the same time it is submitted to EPA for projects occurring within the exterior boundaries of the Pueblo of Isleta. Additionally, a copy of NOI modifications and the Notice of Termination (NOT), must be provided within three business days after EPA provides electronic confirmation that the submission has been received. The Notices must be provided to the following address:

Water Quality Control OfficerPueblo of Isleta
Environment DepartmentPO Box 1270
Isleta NM 87022
505-869-7565
WQCO@isletapueblo.com

ii. The operator must notify the Pueblo of Isleta's Dispatch at 505-869-3030 as soon as possible and thePueblo of Isleta Water Quality Control Officer within 10 hours, in the event of a spill of hazardous ortoxic substances or if health or the

environment become endangered in addition to the notification requirements at Part 2.3.6 and at I.12.6.1 of the CGP.

iii. All operators obtaining permit coverage under the EPA CGP must submit an electronic copy of the Stormwater Pollution Prevention Plan (SWPPP) to the Pueblo of Isleta Water Quality Control Officer atthe above address, 30 days prior to submitting the certified NOI to EPA. If the electronic file is too largeto send through e-mail, a zip file or flash drive may be submitted.

iv. All operators obtaining permit coverage under the EPA CGP must give 2 days advance notice to the Pueblo of Isleta Water Quality Control Officer of any planned changes in the permitted activity whichmay result in noncompliance with permit requirements.

v. All operators obtaining permit coverage under the EPA CGP must post a sign or other notice of permit coverage at a safe, publicly accessible location in close proximity to the construction site. The notice mustbe located so that it is visible from the public road or tribal road that is nearest to the active part of the construction site. The sign must be maintained on-site from the time construction activities begin until final stabilization is met.

vi. Erosion and sediment controls shall be designed to retain sediment on-site and project-generatedwaste materials that have the potential to discharge pollutants shall not be placed on open soil oron a surface that is not stabilized. Volumes of sediment over five (5) cubic yards must be removed from the active construction site; additionally, if sediment is placed for disposal withinthe exterior boundaries of the Pueblo of Isleta, disposal must be within a tribally approved sediment disposal site.

d. Pueblo of Laguna

i. All operators obtaining permit coverage under the EPA CGP must submit an electronic copy of the certified (signed) Notice of Intent (NOI) to the Pueblo of Laguna's Environmental & Natural Resources Department (ENRD) within three business days of submittal to the EPA. Additionally, a copy of NOI modifications and the Notice of Termination (NOT), must be provided within three business days after the EPA provides electronic confirmation that the submission has been received. The NOI and NOT must be electronically submitted to info.environmental@pol-nsn.gov.

ii. All operators obtaining permit coverage under the EPA CGP must submit an electronic copy of the Stormwater Pollution Prevention Plan (SWPPP) to the Pueblo of Laguna's ENRD 14 days prior to the submittal of the NOI (see contact information listed above).

iii. The operator must provide copies of corrective actions logs and modifications made to the SWPPP as a result of inspection findings to the Pueblo of Laguna ENRD (see contact information above).

iv. In addition to the notification requirements of Part 2.3.6 of the CPG ***[EPA interprets this intending to refer to the CGP]***, the operator must notify the Pueblo of Laguna ENRD at 505-552-7512 in the event of an emergency spill as soon as possible.

e. Pueblo of Sandia. The following conditions apply only to discharges on the Pueblo of Sandia Reservation:

i. All operators obtaining permit coverage under the EPA CGP, must submit a copy of the certified (signed) Notice of Intent (NOI) to the Pueblo of Sandia Environment Department concurrently with submittal to the EPA. Additionally, a copy of NOI modifications and the Notice of Termination (NOT), must be provided concurrently with submittal to the EPA. The NOI and NOT must be provided electronically to the following addresses:

Electronic Addresses:

Amy Rosebrough (Water Quality Manager): rosebrough@sanidapueblo.nsn.us
Greg Kaufman (Environment Director):gkaufman@sandiapueblo.nsn.us

ii. All operators obtaining permit coverage under the EPA CGP, must submit an electronic copy of the Stormwater Pollution Prevention Plan (SWPPP) to the Pueblo of Sandia Environment. Department at least 14 days prior to submittal of the NOI to the Pueblo (see contact information listed above).

iii. If requested by the Pueblo of Sandia Environment Department, the permittee must provide additional information necessary on a case-by-case basis to assure compliance with the Pueblo of Sandia Water Quality Standards and/or applicable Federal Standards.

iv. An "Authorization to Proceed Letter" with site specific mitigation requirements may be sent out to the permittee when a review of the NOI and SWPPP, on a case-by-case basis, is completed by the Pueblo of Sandia Environment Department. This approval will allow the application to proceed if all mitigation requirements are met.

v. The Pueblo of Sandia will not allow Small Construction Waivers (Appendix C) to be granted for any small construction activities.

vi. The operator must provide copies of inspection reports, a copy of the corrective action log, and modifications made to the SWPPP as a result of inspection findings to the Pueblo of Sandia Environment Department upon request. An inspection report and corrective action log must be submitted to the Pueblo within 3 days of any inspection that results in corrective action (see contact information listed above).

vii. The operator must notify the Pueblo of Sandia within 24 hours in the event of an emergency spill, in addition to the notification requirements at Part 2.3.6 of the COP (see contact information listed above).

viii. Before submitting a Notice of Termination (NOT) to the EPA, permittees must clearly demonstrate to the Pueblo of Sandia Environment Department through a site visit or documentation that requirements for site stabilization have been met and any temporary erosion control structures have been removed. A short letter stating that the NOT is acceptable and all requirements have been met will be sent to the permittee to add to the permittee's NOT submission to the EPA.

f. Pueblo of Santa Ana. The following conditions apply only to discharges on the Pueblo of Santa Ana Reservation:

i. All operators obtaining permit coverage under the EPA CGP, must submit a copy of the certified (signed) Notice of Intent (NOI) to the Pueblo's Department of Natural Resources within three business days of submittal to EPA. Additionally, a copy of NOI modifications and the Notice of Termination (NOT), must be

provided within three business days after EPA provides electronic confirmation that the submission has been received. The NOI and NOT must be provided to the following address:

Regular U.S. Delivery Mail:
Pueblo of Santa Ana
Department of Natural Resources Water Resources Division
Attn: Andrew Sweetman 02 Dove Rd
Santa Ana Pueblo, NM 87004

Electronically:
Andrew Sweetman
Water Resources Division Manager Andrew.Sweetman@santaana-nsn.gov
Tammy Montoya Hydrologist
Tammy.Montoya@santaana-nsn.gov

ii. All operators obtaining permit coverage under the EPA CGP, must submit an electronic copyof the Stormwater Pollution Prevention Plan (SWPPP) to the to the Pueblo's Department of Natural Resources at the same time that the NO! is submitted to the tribe (see contact information listed above).

iii. The operator must provide copies of inspection reports, a copy of the corrective action log, and modifications made to the SWPPP as a result of inspection findings, upon request by the Pueblo's Department of Natural Resources.

iv. The operator must notify the Pueblo's Department of Natural Resources within 24 hours in the event of an emergency spill, in addition to the notification requirements at Part 2.3.6 of the CGP.

g. Pueblo of Taos

i. All operators obtaining permit coverage under the EPA CGP, must submit a copy of the certified (signed) Notice of Intent (NOi) to the Taos Pueblo Environmental Office and Taos Pueblo Governor's Office within three business days of submittal to EPA. Additionally, a copy of NOi modifications and the Notice of Termination (NOT), must be provided within three business days after EPA provides electronic confirmation that the submission has been received. The NOi and NOTmust be provided to the following addresses:

Honorable Governor of Taos Pueblo PO Box 1846
Taos, New Mexico 87571

Taos Pueblo Environmental Office PO Box 1846
Taos, New Mexico 87571

ii. All operators obtaining permit coverage under the EPA CGP, must submit an electronic copy of theStormwater Pollution Prevention Plan (SWPPP) to the Taos Pueblo Environmental Office when the NOI is submitted to the tribe. Electronic copy of SWPPP downloaded on flash drive may be sent to the above address for the Taos Pueblo Environmental Office.

iii. The operator must provide a copy of the corrective action log following each corrective action undertaken and modifications made to the SWPPP as a result of

a corrective action to the Taos Pueblo Environmental Office at address listed above.

h. Pueblo of Tesuque.

i. All operators obtaining permit coverage under the EPA CGP, must submit a copy of the certified (signed) Notice of Intent (NOI) to the Pueblo of Tesuque Department of Environment and Natural Resources (DENR) and the Pueblo's Governor within three business days of submittal to EPA. Additionally, a copy of any NOi modifications and the Notice of Termination (NOT), must be provided within three business days after EPA provides electronic confirmation that the submission has been received. The NOI and NOT must be provided to the following address:

Governor Mark Mitchell Pueblo of Tesuque
20 TP 828
Santa Fe, NM 87506 governor@puebloofteesuque.org

Sage Mountain.flower Pueblo of Tesuque
Department of Environment and Natural Resources Director
20 TP 828

ii. All operators obtaining permit coverage under the EPA CGP, must submit an electronic copyof the Stormwater Pollution Prevention Plan (SWPPP) to Pueblo of Tesuque DENR and the Pueblo's Governor at the same time that the NO! is submitted to the EPA (see contact information listed above).

iii. The operator must provide a copy of the corrective action log, and any modifications made tothe SWPPP as a result of inspection findings, or upon request by the Pueblo of Tesuque DENR.

iv. The operator must notify the Pueblo of Tesuque DENR within 24 hours in the event of an emergency spill, in addition to the notification requirements at Part 2.3.6 of the CGP (seecontact information listed above).

i. Santa Clara Indian Pueblo.

i. All operators obtaining permit coverage under the EPA CGP, must submit a copy of the certified (signed) Notice of Intent (NOI) to the Santa Clara Pueblo Office of Environmental Affairs at the same time the NOI is submitted to the U.S. EPA. Additionally, a copy of the NOI modifications and the Notice of Termination (NOT), must be provided at the same time after electronic confirmation is received from EPA that the NOT has been accepted. The NOI and NOT shall be provided to the following address in electronic format:

Dino Chavarria,
Santa Clara Pueblo
Office of Environmental Affairs
dinoc@santaclarapueblo.org

ii. All operators obtaining permit coverage under the EPA CGP, must submit an electronic copy of the Stormwater Pollution Prevention Plan to the Santa Clara Pueblo Office of Environmental Affairs at the same time the NOI is submitted to the U.S. EPA (see contact information listed above).

iii. The operator must notify the Santa Clara Pueblo Office of Environmental Affairs at the address above within 24 hours, in the event of an emergency spill, in addition to the notification requirements at Part 2.3.6 of the CGP

9.6.3 OKR10I000 Indian country within the State of Oklahoma, except areas of Indian country covered by an extension of state program authority pursuant to Section 10211 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA).

a. Pawnee Nation. The following conditions apply only to discharges within Pawnee Indian country:

i. Copies of the Notice of Intent (NOI) and Notice of Termination (NOT) must be provided to the Pawnee Nation at the same time it is submitted to the Environmental Protection Agency to the following address:

Pawnee Nation Department of Environmental Conservation and Safety
P.O. Box 470
Pawnee, OK 74058
Or email to dnrs@pawneenation.org

ii. An electronic copy of the Storm Water Pollution Prevention Plan (SWPPP) must be submitted to the Pawnee Nation Department of Environmental Conservation and Safety at the same time the NOI is submitted.

iii. The operator must provide access to the site for inspections and for copies of inspection reports, copy of the corrective action log and modifications, made to the SWPPP because of inspection findings, upon request by the Pawnee Nation DECS.

iv. The Pawnee Nation Department of Environmental Conservation and Safety must be notified at 918.762.3655 immediately upon discovery of any noncompliance with any provision of the permit conditions.

9.6.4 OKR10F000 Discharges in the State of Oklahoma that are not under the authority of the Oklahoma Department of Environmental Quality, or the Oklahoma Department of Agriculture and Forestry including activities associated with oil and gas exploration, drilling, operations, and pipelines (includes SIC Groups 13 and 46, and SIC codes 492 and 5171), and point source discharges associated with agricultural production, services, and silviculture (includes SIC Groups 01, 02, 07, 08, 09).

a. For activities located within the watershed of any Oklahoma Scenic River, including the Illinois River, Flint Creek, Barren Fork Creek, Upper Mountain Fork, Little Lee Creek, and Lee Creek or any water or watershed designated "ORW" in Oklahoma's Water Quality Standards, this permit may only be used to authorize discharges from temporary construction activities. Certification is denied for any on-going activities such as sand and gravel mining or any other mineral mining.

b. For activities located within the watershed of any Oklahoma Scenic River, including the Illinois River, Flint Creek, Barren Fork Creek, Upper Mountain Fork, Little Lee Creek, and Lee Creek or any water or watershed designated "ORW" in Oklahoma's Water Quality Standards, certification is denied for any discharges originating from support activities, including, but not limited to, concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, or borrow areas.

c. Dewatering discharges into sediment or nutrient-impaired waters, and waters identified as Tier 2, Tier 2.5, or Tier 3 (OAC 785:46-13) shall be controlled to meet water quality standards for turbidity in those waters as follows:

i. Cool Water Aquatic Community/Trout Fisheries: 10 NTUs (OAC 785: 45-5-12(f)(7)(A)(i)

ii. Lakes: 25 NTUs (OAC 785: 45-5-12(f)(7)(A)(ii)

iii. In waters where background turbidity exceeds these values, turbidity from dewatering discharges should be restricted to not exceed ambient levels (OAC 785: 45-5-12(f)(7)(B)

9.7 EPA REGION 7

No additional conditions.

9.8 EPA REGION 8

9.8.1 MTR10I000 Indian country within the State of Montana

a. Blackfeet Nation.

i. The Applicant and applicants for projects authorized under the NWPs should obtain all other permits, licenses, and certifications that may be required by federal, state, or tribal authority. Primary relevant tribal permit will be ALPO (Ordinance 117). Others may apply. It is the applicant's responsibility to know the tribal and local ordinances and complete all necessary permissions before they can commence work.

ii. If a project is unable to meet the enclosed conditions, or if certification is denied for an applicable NWP, the Applicant may request an individual certification from Blackfeet. An individual certification request must follow the requirements outlined in 40 CFR 121.5 of EPA's CWA § 401 Certification Rule, effective September 11, 2020.

iii. Copies of this certification should be kept on the job site and readily available for reference.

iv. If the project is constructed and/or operated in a manner not consistent with the applicable NWP, general conditions, or regional conditions, the permittee may be in violation of this certification.

v. Blackfeet and EPA representatives may inspect the authorized activity and any mitigation areas to determine compliance with the terms and conditions of the NWP.

vi. This NWP Reissuance does not reduce Tribal authority under any other rule.

vii. The project, including any stream relocations and restoration, must be built as shown and as otherwise described in the application, the construction plans, cross sections, mitigation plans and other supporting documents submitted to this office. Impacts to aquatic systems and restoration efforts will be monitored by an appropriate aquatic resource professional to ensure that disturbed areas are restored to at least their original condition.

viii. All existing water uses will be fully maintained during and after the completion of the project. (If applicable)

ix. Where practicable, perform all in-channel and wetland work during periods of low flow or drawn—down or when dry

x. Equipment staging areas must be located out of all delineated wetlands

xi. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during and immediately after construction, and all exposed soil and other fills, as well as any work below the ordinary high-water mark or in a wetland, must be permanently stabilized as soon as possible

xii. Materials such as piling, culverts, sandbags, fabric, mats, timbers used for temporary facilities in wetlands or below the high- water mark of Waters of the US must be free from oil, gas, excess dirt, loose paint and other pollutants.

xiii. Equipment staging areas in wetlands or in stream or river channels must be placed on mats, or other measures must be taken to minimize soil disturbance and compaction.

xiv. Clearing of riparian or wetland vegetation for the sole purpose of constructing work bridges, detours, staging areas or other temporary facilities must be limited to the absolute minimum necessary. When temporary impacts to native riparian or wetland vegetation are unavoidable, it must be mowed or cut above ground with the topsoil and root mass left intact.

xv. Remove all temporary fills and structures in the entirety when they are no longer needed. Restore affected areas to the appropriate original and planned contours where possible. Re-vegetate disturbed areas with appropriate native species when native species are impacted.

xvi. Construction methods and best management practices (BMPs) must minimize aquatic resource impacts to the maximum extent possible. Any BMPs described in the Joint Application must be followed. BMPs should include installation and maintenance of sediment control measures; separation, storage and reuse of any topsoil; and recovery of all disturbed areas where possible. All best management practices must in place prior to the onset of construction or as soon as practicable during the construction process.

xvii. Best available technology and/or best management practices must be utilized to protect existing water uses and maintain turbidity and sedimentation at the lowest practical level.

xviii. Applicant/contractor should manage disturbed streambank topsoil in a manner that optimizes plant establishment for the site.

xix. When operating equipment or otherwise undertaking construction in wetlands and water bodies the following conditions apply:

(a) Work should be done in dry conditions if possible.

(b) All equipment is to be inspected for oil, gas, diesel, anti-freeze, hydraulic fluid or other petroleum leaks. All such leaks will be properly repaired and equipment cleaned prior to being allowed on the project site. Leaks that occur after the equipment is moved to the project site will be fixed the same day or the next day or removed from the project area. The equipment is not allowed to continue operation once a leak is discovered.

(c) All equipment is to be inspected and cleaned before and after use to minimize the spread or introduction of invasive or undesirable species.

(d) Construction equipment shall not operate below the existing water surface except as follows:

- Impacts from construction should be minimized through the use of best management practices submitted in the permit application.
- Essential work below the waterline shall be done in a manner to minimize impacts to aquatic system and water quality.

(e) Containment booms and/or absorbent material must be available onsite. Any spills of petroleum products must be reported to the Army Corps, Blackfeet Nation BEO Office and the US EPA within 24 hours.

xx. Upland, riparian and in-stream vegetation should be protected except where its removal is necessary for completion of work. Revegetation should be completed as soon as possible. Applicant/contractor should revegetate disturbed soil in a manner that optimizes plant establishment for the site. Revegetation must include topsoil replacement, planting, seeding, fertilization, liming and weed-free mulching as necessary. Applicant must use native plant material and soils where appropriate and feasible. This certification does not allow for the introduction of non-native flora and fauna. All disturbed surface areas must be restored to pre-construction contours and elevation.

xxi. Spoils piles should not be placed or stored within the delineated wetlands or streams unless protected by a temporary structure designed to divert and handle high flows that can be anticipated during permit activity. Spoils piles should be placed on landscaping fabric or some other material to separate spoils material and allow retrieval of spoils material with minimal impact.

xxii. Impacts to wetlands shall not exceed 4.92 acres.

xxiii. Any unexpected and additional impacts to waters of the US should be reported to the

xxiv. Army Corps, Blackfeet Environmental Office Water Quality Coordinator and the US EPA.

xxv. All instream and stream channel reconstruction work must be completed before the stream is diverted into the new channel.

xxvi. Any temporary crossings, bridge supports, cofferdams, or other structures that are necessary during permit activity should be designed to handle high flows that can be anticipated during permit activity. All temporary structures should be completely removed from the water body at the conclusion of the permitted activity and the area restored to a natural function and appearance.

xxvii. The certification does not authorize any unconfined discharge of liquid cement into the waters of the United States. Grouting riprap must occur under dry conditions with no exposure of wet concrete to the water body.

xxviii. BMPs shall include application of certified weed-free straw or hay across all disturbed wetland areas that are temporarily impacted; installation and maintenance of sediment control measures during construction and if necessary, after construction is completed; use of heavy mud mats if necessary; separation,

storage and reuse of all streambank topsoil and wetland topsoil, as appropriate; and recovery of all disturbed wetland and streambank areas where possible. All conditions set by the Blackfeet Tribe and US Army Corps must be followed.

xxix. All applicants, including federal agencies, must notify EPA and the Blackfeet Environmental Office of the use of all NWPs for which certification has been granted prior to commencing work on the project. Notifications must include:

(a) project location (lat. Long., exact point on map);

(b) NWP that will be used and the specific activity that will be authorized under the NWP;

(c) amount of permanent and temporary fills;

(d) a short summary of the proposed activity, and all other federal, state, tribal or local permits or licenses required for the project;

(e) complete contact information of both the applicant and contractor (name, name of the company or property if applicable, telephone, mobile, and email); and,

(f) Summary of best management practices that will be used.

(g) A summary of communications with the affected Tribe's water quality staff regarding the project, including any concerns or issues.

(h) Notify Blackfeet and EPA at least 7 days before the completion of construction and operations begin.

xxx. Point source discharges may not occur: (1) in fens, bogs or other peatlands; (2) within 100 feet of the point of discharge of a known natural spring source; or (3) hanging gardens.

xxxi. Except as specified in the application, no debris, silt, sand, cement, concrete, oil or petroleum, organic material, or other construction related materials or wastes shall be allowed to enter into or be stored where it may enter into waters of the U.S.

xxxii. Silt fences, straw wattles, and other techniques shall be employed as appropriate to protect waters of the U.S. from sedimentation and other pollutants.

xxxiii. Water used in dust suppression shall not contain contaminants that could violate water quality standards.

xxxiv. Erosion control matting that is either biodegradable blankets or loose-weave mesh must be used to the maximum extent practicable.

xxxv. All equipment used in waters of the U.S. must be inspected for fluid leaks and invasive species prior to use on a project. All fluid leaks shall be repaired and cleaned prior to use or when discovered, or if the fluid leak can't be repaired, the equipment shall not be used on site. Equipment used in waters with the possibility of aquatic nuisance species infestation must be thoroughly cleaned and effectively decontaminated before they are used on the project.

xxxvi. Vegetation should be protected except where its removal is necessary for completion of the work. Locations disturbed by construction activities should be revegetated with appropriate native vegetation in a manner that optimizes plant establishment for the specific site.

xxxvii. Revegetation may include topsoil replacement, planting, seeding, fertilization, liming, and weed-free mulching, as necessary. Where practical, stockpile weed- seed-free topsoil and replace it on disturbed areas. All revegetation materials, including plants and plant seed shall be on site or scheduled for delivery prior to or upon completion of the earth moving activities.

xxxviii. Activities may not result in any unconfined discharge of liquid cement into waters of the U.S. Grouting riprap must occur under dry conditions with no exposure of wet concrete to the waterbody.

xxxix. Activities that may result in a point source discharge shall occur during seasonal low flow or no flow periods to the extent practicable.

xl. The placement of material (discharge) for the construction of new dams is not certified, except for stream restoration projects.

xli. Any decision-maker that is required under 7.0 of the CGP to prepare a Stormwater Pollution Prevention Plan (SWPPP), must submit an electronic copy of the SWPPP to the Blackfeet Environmental Office at least 30 days before construction starts for review and approval. Any modifications to the SWPPP should be submitted to the Blackfeet Environmental Office.

xlii. Any Decision-maker required under Part 1.4 of the CGP to submit a Notice of Intent (NOI) to EPA for coverage under the CGP, must submit a copy of the NOI to the Blackfeet Environmental Office within three business days of submittal to EPA. Additionally, a copy of the Notice of Termination (NOT) must be provided within three business days after electronic confirmation is received from EPA that the NOT has been accepted. The NOI and NOT must be provided to the following address Gerald Wagner, Blackfeet Environmental Office Director.

62 Hospital Drive, Browning, MT 59417

beo.director@gmail.com

b. Fort Peck Tribes.

i. Any Decision-maker required under Part 1.4 of the CGP to submit a Notice of Intent (NOI) to EPA for coverage under the CGP, must submit a copy of the NOI to the Fort Peck Tribes Office of Environmental Protection within three business days of submittal to EPA. Additionally, a copy of the Notice of Termination (NOT) must be provided within three business days after electronic confirmation is received from EPA that the NOT has been accepted. The NOI and NOT must be provided to the following address:

Martina Wilson, Office of Environmental Protection Director

501 Medicine Bear Rd Poplar, MT 59255

martinawilson@fortpecktribes.net

ii. Any Decision-maker that is required under Part 7.0 of the CGP to prepare a Stormwater Pollution Prevention Plan (SWPPP), must submit an electronic copy of the SWPPP to the Fort Peck Tribes Office of Environmental Protection at least 30 days before construction starts for review and approval. Any modifications to the

SWPPP should be submitted to the Fort Peck Tribes Office of Environmental Protection.

iii. Any Decision-maker that is required under Part 8.0 of the CGP to submit a weekly, bi-weekly, and/or annual report to EPA, must submit an electronic copy of the annual report to the Fort Peck Tribes Office of Environmental Protection within three business days after submittal to EPA.

9.9 EPA REGION 9

9.9.1 CAR10I000 Indian country within the State of California

a. Morongo Band of Mission Indians

i. A copy of the Stormwater Pollution Prevention Plan (SWPPP) must be submitted (either mailed or electronically) to the MEPD no less than thirty (30) days before commencing construction activities:

Morongo Band of Mission Indians
Environmental Protection Department
12700 Pumarra Road
Banning, CA 92220
Email: epd@morongo-nsn.gov

ii. Copies of the Notice of Intent (NOI) and the Notice of Termination (NOT) must be sent to the MEPD at the same time they are submitted to EPA.

iii. Operators of an "emergency-related project" must submit notice to the MEPD within twenty- four (24) hours after commencing construction activities.

iv. Spills, leaks, or unpermitted discharges must be reported to the MEPD within twenty-four (24) hours of the incident, in addition to the reporting requirements of the CGP.

v. Projects utilizing cationic treatment chemicals (as defined in Appendix A of the CGP) within the Morongo Reservation are not eligible for coverage under this certification of the CGP.

vi. Facilities covered under the CGP will be subject to compliance inspections by MEPD staff, including compliance with final site stabilization criteria prior to submitting an NOI ***[EPA assumes this intended to refer to an NOT]***.

9.9.2 GUR100000 Island of Guam

a. For purposes of this Order, the term "Project Proponent" shall mean U.S. Environmental Protection Agency, and its agents, assignees, and contractors.

b. For purposes of this Order, the permit "Operator" shall mean any party associated with a construction project that meets either of the following two criteria:

i. The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications (e.g. in most cases this is the owner of the site); or

ii. The party has day-to-day operational control of those activities at a project that are necessary to ensure compliance with the permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the permit; in most cases this is the general contractor of the project).

Subcontractors generally are not considered operators for the purposes of this permit.

c. The Project Proponent shall enforce the proposed 2022 CGP and ensure that the Operator complies with the conditions of the permit at all times.[107] (40 CFR §121.11(c))

d. All submittals required by this Order shall be sent to the Guam Environmental Protection Agency Attn: 401 Federal Permit Manager, Non-Point Source Program, EMAS Division, 3304 Mariner Avenue, Bldg. 17-3304, Barrigada, Guam 96913, AND via email to jesse.cruz@epa.guam.gov. The submittals shall be identified with WQC Order #2021- 04 and include the COP Permit Number, certifying representative's name, title, mailing address and phone number. (§51060)(4) 2017 GWQS)

e. A copy of the Operator's signed Stormwater Pollution Prevention Plan (SWPPP) and signed Notice of Intent (NOI) and Notice of Termination (NOT) submitted to EPA for review and approval, shall concurrently be submitted to Guam EPA, consistent with condition A4. Coordination with Guam EPA is encouraged when the receiving water(s) for the proposed discharge is/are being identified. (§10105.B.5.d.) GSESCR; (§51060)(4) 2017 GWQS)

f. The Operator must comply with the conditions and requirements set forth in 22 GAR 10, Guam Soil Erosion and Sediment Control Regulations (GSESCR).

g. Before submitting the NOT to EPA, Operators shall comply with GSESC regulations at §10105.B10. (Stabilization of Affected Areas) and §10107.B. {Final Inspection and Approval)

h. All operators/owners shall comply with the general design criteria for best management practices (BMPs) acceptable for meeting the Construction and Post-construction stormwater criteria in the 2006 CNMI and Guam Stormwater Management Manual. (E.O. 2012-02)

i. Operating reports and monitoring and analytical data (e.g. Discharge Monitoring Reports (DMRs), follow-up monitoring reports, Exceedance Reports for Numerical Effluent Limits, etc.) submitted to EPA shall be concurrently submitted to Guam EPA, consistent with condition A4. §51060)(4) 2017 GWQS

j. The Operators who install a sediment basin or similar impoundment shall maintain the storage capacity of five thousand cubic feet {5,000 cu. ft.) per acre of project area tributary to the basin. (§10105.B.5.i.) GSESCR

k. (1) This Order does not authorize EPA to qualify Rainfall Erosivity Waivers to stormwater discharges associated with small construction activities (i.e. 1-5 acres). Operators are required to apply for an NOI for those projects eligible for coverage under the proposed 2022 CGP. An Erosion and Sediment Control Plan is required for every site that would be covered by the proposed 2022 CGP. (22 GAR §10104) The average annual rainfall for Guam and the CNMI exceeds I00 inches per year in many locations. These climatic conditions combined with the region's unique limestone, volcanic geologic formations, sensitive water resources and significant land

[107] By incorporating this condition into the permit, EPA acknowledges receipt of Guam's certification conditions.

development forces make stormwater discharges a very significant environmental and economic issue. (2006 CNMJ/Guam Stormwater Management Manual) E.O. 2012-02

(2) This Order does not authorize EPA to approve a Sediment TMDL Waiver for the Ugum River. Operators of construction activities eligible for a TMDL Waiver in lieu of coverage under the proposed 2022 CGP, shall submit a complete and accurate waiver certification as described in C.2., Appendix C - (Small Construction Waivers) to Guam EPA per condition A4., prior to notifying EPA of its intention to obtain a waiver. §51060)(4) 2017 GWQS

l. The Project Proponent shall submit to Guam EPA a signed Statement of Understanding of Water Quality Certification Conditions.[108] (see Attachment A for an example) per condition A4. §51060)(4) 2017 GWQS

m. The Operator shall comply with applicable provisions of the Guam Pesticides Act of2007 (10 GCA Chapter 50) and implementing regulations at Title 22 GAR Chapter 15 for any use and application of pesticides.

n. Point source discharge(s) to waterbodies under the jurisdiction of Guam EPA must be consistent with the antidegradation policy in 22 GAR §510l(b).

o. The operator shall carry out construction activities in such a manner that will not violate Guam Water Quality Standards (GWQS). Proposed 2022 CGP discharges are prohibited as follows:

- **i.** In Marine Waters, Category M-1 Excellent 22 GAR Chapter 5 §5102(b)(l); and
- **ii.** In Surface Waters, Category S-1 High 22 GAR Chapter 5 §5102(c)(l)

p. In addition to complying with construction dewatering requirements in Part 2.4 and site inspection requirements for all areas where construction dewatering is taking place in Part 4 of the proposed 2022 CGP, Operators shall comply with all dewatering conditions and requirements set forth in 22 GAR 7, Water Resources Development and Operating Regulations, to include securing Guam EPA permits prior to any dewatering activities.

q. The Operator shall develop and implement a Spill Prevention and Containment Plan.

r. The Operator shall have adequate and appropriate spill response materials on hand to respond to emergency release of oil, petroleum or any other material into waters of the territory.

s. Any unpermitted discharge into territorial waters or onto land with a potential for entry into territorial waters, is prohibited. If this occurs, the Operator shall immediately take the following actions:

- **i.** Cease operations at the location of the violation or spill.
- **ii.** Assess the cause of the water quality problem and take appropriate measures to correct the problem and/or prevent further environmental damage.
- **iii.** Notify Guam EPA of the failure to comply. All petroleum spills shall be reported immediately to:

[108] By incorporating this condition into the permit, EPA acknowledges receipt of Guam's certification conditions.

(a) Guam's Emergency 911 system

(b) Guam EPA's 24-Hour Spill Response Team at (671) 888-6488 or during working hours (671) 300-4751

(c) US Coast Guard Sector Guam (671) 355-4824

(d) National Response Center 1-800-424-8802

iv. Submit a detailed written report to Guam EPA within five days of noncompliance that describes the nature of the event corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information.

t. Compliance with this condition does not relieve the Operator from responsibility to maintain continuous compliance with the terms and conditions of this Order or the resulting liability from failure to comply.

u. Submittal or reporting of any of this information does not provide relief from any subsequent enforcement actions for unpermitted discharges to waters of the United States.

v. This Order is valid for five (5) Years from Date of Certification, unless otherwise approved by the Guam EPA Administrator.

w. The Operator shall be required to adhere to the current Guam Coral Spawning Moratorium dates for both hard and soft corals where in-water activities and/or construction activity in close proximity with marine waters may impair water quality. These dates can be obtained from the Guam Department of Agriculture, Division of Aquatic and Wildlife Resources, or the NOAA NMFS Pacific Islands Regional Office Habitat Conservation Division.

x. The Operator shall provide notice to Guam EPA consistent with Condition A4:

(a) Immediately upon discovery of noncompliance with the provisions of this Order.

y. A Notice of Violation/Work Stop Order will be issued if certification conditions are not adhered to or when significant or sustained water quality degradation occurs. Work or discharge shall be suspended or halted until the Operator addresses environmental problems/concerns to Guam EPA's satisfaction. Guam EPA may also levy penalties and fines (10 GCA §47111). Invalidity or enforceability of one or more provisions of this certification shall not affect any other provision of this certification.

9.10 EPA REGION 10

9.10.1 IDR10I000 Indian country within the State of Idaho, except Duck Valley Reservation lands (see Region 9)

a. Shoshone-Bannock Tribes

i. Copies of the following information must be sent to the SBT-WRD:

(a) Notice of Intents (NOI)

The Notice of Intent shall be forwarded to the SBT-WRD within thirty (30) days of receipt of submitting NOI to the USEPA.

Shoshone-Bannock Tribes Water Resources Department
PO Box 306 Pima Drive
Fort Hall, ID 83203 Phone: (208) 239-4582
Fax: (208) 239-4592
Or Email ctanaka@sbtribes.com

b. If requested by the SBT-WRD, the permittee must submit a copy of the SWPPP to SBT-WRD within fourteen (14) days of the request.

9.10.2 ORR10I000 Indian country within the State of Oregon, except Fort McDermitt Reservation lands (see Region 9)

a. Confederated Tribes of Coos, Lower Umpqua, and Siuslaw

i. No activities allowed under the CGP shall result in the degradation of any Tribal waters or affect resident aquatic communities or resident or migratory wildlife species at any life stage.

ii. The operator shall be responsible for achieving compliance with CTCLUSI Water Quality Standards and all other tribal codes, regulations, and laws as they exist at the time that the permit is submitted.

iii. The operator shall submit a copy of the Notice of Intent (NOI) to be covered by the general permit to the CTCLUSI Water Quality Program before, or at the same time as, it is submitted to EPA.

iv. The operator shall be responsible for submitting all Stormwater Pollution Prevention Plans (SWPPP) required under this general permit to the CTCLUSI Water Quality Program for review and determination that the SWPPP is sufficient to meet Tribal Water Quality Standards, prior to the beginning of any discharge activities taking place.

v. The operator shall be responsible for reporting an exceedance to Tribal Water Quality Standards to the CTCLUSI Water Quality Program at the same time it is reported to EPA.

vi. The THPO will be provided 30 days to comment on the APE as defined in the permit application.

vii. If the project is an undertaking, a cultural resource assessment must occur. All fieldwork must be permitted by the THPO (as appropriate), conducted by qualified personnel (as outlined by the Secretary of Interior's Standards and Guidelines; http://www.nps.gov/history/local-law/arch_stnds_O.htm) and documented according to Oregon Reporting Standards (Reporting_Guidelines.pdf) (oregon.gov). The resulting report must be submitted to the THPO and the THPO must concur with the finding of effect and recommendations before any ground disturbing work can occur. The THPO requires 30 days to review all reports.

viii. The operator must obtain THPO concurrence in writing. If historic properties are present, this written concurrence will outline measures to be taken to prevent or mitigate adverse effects to historic properties.

b. Confederated Tribes of the Umatilla Indian Reservation

i. The operator shall be responsible for achieving compliance with the

Confederated Tribes of the Umatilla Indian Reservation's (CTUIR) Water Quality Standards.

ii. The operator shall submit a copy of the Notice of Intent (NOI) to be covered by the general permit to the CTUIR Water Resources Program at the address below, at the same time it is submitted to EPA.

iii. The operator shall be responsible for submitting all Stormwater Pollution Prevention Plans (SWPPP) required under this general permit to the CTUIR Water Resources Program for review and determination that the SWPPP is sufficient to meet Tribal Water Quality Standards, prior to the beginning of any discharge activities taking place.

iv. The operator shall be responsible for reporting an exceedance to Tribal Water QualityStandards to the CTUIR Water Resources Program at the same time it is reported to EPA.

Confederated Tribes of the Umatilla Indian Reservation
Water Resources Program
46411 Timíne Way
Pendleton, OR 97801
(541) 429-7200

v. The THPO will be provided 30 days to comment on the APE as defined in the permit application.

vi. If the project is an undertaking, a cultural resource assessment must occur. All fieldwork must be permitted by the Tribal Historic Preservation Office (as appropriate), conducted by qualified personnel (as outlined by the Secretary of Interior's Standards and Guidelines; http://www.nps.gov/history/local-law/arch_stnds_0.htm) and documented according to Oregon Reporting Standards (Reporting_Guidelines.pdf (oregon.gov). The resulting report must be submitted to the THPO and the THPO must concur with the finding of effect and recommendations before any ground disturbing work can occur. The THPO requires 30 days to review all reports.

vii. The operator must obtain THPO concurrence in writing. If historic properties are present, this written concurrence will outline measures to be taken to prevent or mitigate adverse effects to historic properties.

9.10.3 WAR10F000 Areas in the State of Washington, except those located on Indian country, subject to construction activity by a Federal Operator

a. For purposes of this Order, the term "Project Proponent" shall mean those that are seeking coverage under this permit, and its agents, assignees and contractors.

b. The Federal Agency shall mean the US Environmental Protection Agency. The Federal Agency shall enforce the permit and ensure that the Project Proponent complies with the conditions of the permits at all times.

c. Failure of any person or entity to comply with this Certification may result in the issuance of civil penalties or other actions, whether administrative or judicial, to enforce the terms of this Certification.

d. The Certification conditions within this Order must be incorporated into EPA's final NPDES permit. Per 40 CFR 121.10(a), all certification conditions herein that satisfy the

requirements of 40 CFR 121.7(d) must be incorporated into the permit. Per 40 CFR 121.10(b), the permit must clearly identify all certification conditions.

e. This Certification does not authorize exceedances of water quality standards established in chapter 173-201A WAC.

f. Discharges from construction activity must not cause or contribute to violations of the Water Quality Standards for Surface Water of the State of Washington (chapter 173-201A WAC), Ground Water Quality Standards (chapter 173- 200 WAC), Sediment Management Standards (chapter 173-204 WAC), and standards in the EPA's Revision of certain Federal water quality criteria applicable to Washington (40 CFR 131.45). Discharges that do not comply with these standards are prohibited.

g. Prior to discharge of stormwater and non-stormwater to waters of the State, the Permittee must apply all known, available, and reasonable methods of prevention, control, and treatment (AKART). This includes the preparation and implementation of an adequate Stormwater Pollution Prevention Plan (SWPPP), with all appropriate Best Management Practices (BMPs) installed and maintained in accordance with the SWPPP and the terms and conditions of the permit.

i. BMPs must be consistent with:

(a) The Stormwater Management Manual for Western Washington (most current approved edition at the time this permit was issued), for sites west of the crest of the Cascade Mountains; or

(b) The Stormwater Management Manual for Eastern Washington (most current approved edition at the time this permit was issued), for sites east of the crest of the Cascade Mountains; or

(c) Revisions to either manual, or other stormwater management guidance documents or manuals which provide equivalent level of pollution prevention, that are approved by Ecology and incorporated into this permit in accordance with the permit modification requirements of WAC 173-226-230. (For purposes of this section, the stormwater manuals listed in Appendix 10 of the Phase I Municipal Stormwater Permit are approved by Ecology); or

(d) Documentation in the SWPPP that the BMPs selected provided an equivalent level of pollution prevention, compared to the applicable stormwater management manuals, including:

- The technical basis for the selection of all stormwater BMPs (scientific, technical studies, and/or modeling) that support the performance claims for the BMPs being selected.
- An assessment of how the selected BMP will satisfy AKART requirements and the applicable federal technology-based treatment requirements under 40 CFR part 125.3.

The Stormwater Management Manuals for Eastern and Western Washington can be found at: https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Stormwater-manuals.

ii. An adequate SWPPP must include a narrative and drawings. All BMPs must be clearly referenced in the narrative and marked on the drawings. The SWPPP

narrative must include documentation to explain and justify the pollution prevention decisions made for the project. Documentation must include:

(a) Information about existing site conditions (topography, drainage, soils, vegetation, etc.).

(b) Potential erosion problem areas.

(c) The 13 elements of a SWPPP, including BMPs used to address each element. Unless site conditions render the element unnecessary and the exemption is clearly justified in the SWPPP, the 13 elements are as follows:

- Preserve Vegetation/Mark Clearing Limits
- Establish Construction Access
- Control Flow Rates
- Install Sediment Controls
- Stabilize Soils
- Protect Slopes
- Protect Drain Inlets
- Stabilize Channels and Outlets
- Control Pollutants
- Control Dewatering
- Maintain BMPs
- Manage the Project
- Protect Low Impact Development (LID) BMPs

h. Discharges of stormwater and authorized non-stormwater must be monitored for turbidity (or transparency) and, in the event of significant concrete work or engineered soils, pH must also be monitored. As applicable based on project specifics, monitoring, benchmarks, and reporting requirements contained in Condition S.4. (pp.10-16) of the Washington State Construction Stormwater General Permit, effective January 1, 2021, shall apply.

i. Discharges to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, phosphorus, or pH must comply with the following numeric effluent limits:

Parameter identified in 303(d) listing	Parameter Sampled	Unit	Analytical Method	Numeric Effluent Limit
• Turbidity • Fine Sediment • Phosphorus	Turbidity	NTU	SM2130	25 NTUs at the point where the stormwater is discharged from the site.
High pH	pH	su	pH meter	In the range of 6.5 – 8.5

All references and requirements associated with Section 303(d) of the Clean Water Act mean the most current EPA-approved listing of impaired waters that exists on the

effective date of the permit, or the date when the operator's complete permit application is received by EPA, whichever is later.

The EPA approved WQ Assessment can be found at: https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d

j. Discharges to a waterbody that is subject to a Total Maximum Daily Load (TMDL) for turbidity, fine sediment, high pH, or phosphorus must be consistent with the TMDL.

- **i.** Where an applicable TMDL sets specific waste load allocations or requirements for discharges covered by this permit, discharges shall be consistent with any specific waste load allocations or requirements established by the applicable TMDL.
- **ii.** Where an applicable TMDL has established a general waste load allocation for construction stormwater discharges, but no specific requirements have been identified, compliance with this permit will be assumed to be consistent with the approved TMDL.
- **iii.** Where an applicable TMDL has not specified a waste load allocation for construction stormwater discharges, but has not excluded these discharges, compliance with this permit will be assumed to be consistent with the approved TMDL.
- **iv.** Where an applicable TMDL specifically precludes or prohibits discharges from construction activity, the operator is not eligible for coverage under this permit.

Applicable TMDL means a TMDL for turbidity, fine sediment, high pH, or phosphorus which has been completed and approved by EPA as of the effective date of the permit, or prior to the date of the operator's complete application for permit coverage is received by EPA, whichever is later.

k. Discharges to waters of the state from the following activities are prohibited:

- **i.** Concrete wastewater.
- **ii.** Wastewater from washout and clean-up of stucco, paint, form release oils, curing compounds and other construction materials.
- **iii.** Process wastewater as defined by 40 Code of Federal Regulations (CFR) 122.2.
- **iv.** Slurry materials and waste from shaft drilling, including process wastewater from shaft drilling for construction of building, road, and bridge foundations unless managed to prevent discharge to surface water.
- **v.** Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance.
- **vi.** Soaps or solvents used in vehicle and equipment washing.
- **vii.** Wheel wash wastewater, unless managed to prevent discharge to surface water.
- **viii.** Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed according to appropriate controls described within the permit.

l. This Certification is valid until the expiration date including any administrative extension or termination date of the NPDES 2022 Construction General Permit. (40 CFR § 122.46)

m. The Federal Agency shall enforce and the Project Proponent must comply with all the reporting and notification conditions of the NPDES 2022 Construction General Permit in order to comply with this Order and the certification conditions herein (40 CFR § 121.11).

n. You have a right to appeal this Order to the Pollution Control Hearing Board (PCHB) within 30 days of the date of receipt of this Order. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).

To appeal you must do all of the following within 30 days of the date of receipt of this Order:

- File your appeal and a copy of this Order with the PCHB (see addresses below). Filing means actual receipt by the PCHB during regular business hours.
- Serve a copy of your appeal and this Order on Ecology in paper form - by mail or in person (see addresses below). E-mail is not accepted.

You must also comply with other applicable requirements in chapter 43.21B RCW and chapter 371-08 WAC.

ADDRESS AND LOCATION INFORMATION

Street Addresses	Mailing Addresses
Department of Ecology Attn: Appeals Processing Desk 300 Desmond Drive SE Lacey, WA 98503	**Department of Ecology** Attn: Appeals Processing Desk PO Box 47608 Olympia, WA 98504-7608
Pollution Control Hearings Board 1111 Israel RD SW STE 301 Tumwater, WA 98501	**Pollution Control Hearings Board** PO Box 40903 Olympia, WA 98504-0903

CONTACT INFORMATION

Please direct all questions about this Order to:

Noel Tamboer
Department of Ecology
P.O. Box 47600
Olympia, WA 98503-7600

(360) 701-6171
noel.tamboer@ecy.wa.gov

9.10.4 WAR10I000 Indian country within the State of Washington

a. Lummi Nation

i. This certification does not exempt and is provisional upon compliance with other applicable statutes and codes administered by federal and Lummi tribal agencies. Pursuant to Lummi Code of Laws (LCL) 17.05.020(a), the operator must also obtaina land use permit from the Lummi Planning Department as provided in Title 15 of theLummi Code of Laws and regulations adopted thereunder.

ii. Pursuant to LCL 17.05.020(a), each operator shall develop and submit a Storm WaterPollution Prevention Plan to the Lummi Water Resources Division for review and approval by the Water Resources Manager prior to beginning any discharge activities.

iii. Pursuant to LCL Title 17, each operator shall be responsible for achieving compliance with the Water Quality Standards for Surface Waters of the Lummi

iv. Indian Reservation (Lummi Administrative Regulations [LAR] 17 LAR 07.010 through 17 LAR 07.210 together with supplements and amendments thereto).

v. Each operator shall submit a signed copy of the Notice of Intent (NOI) to the Lummi Water Resources Division at the same time it is submitted electronically to the Environmental Protection Agency (EPA) and shall provide the Lummi Water Resources Division the acknowledgement of receipt of the NOI from the EPA and the associated NPDES tracking number provided by the EPA within 7 calendar days of receipt from the EPA.

vi. Each operator shall submit a signed copy of the Notice of Termination (NOT) to the Lummi Water Resources Division at the same time it is submitted electronically to the EPA and shall provide the Lummi Water Resources Division the EPA acknowledgement of receipt of the NOT.

vii. Storm Water Pollution Prevention Plans, Notice of Intent, Notice of Termination and associated correspondence with the EPA shall be submitted to:

Lummi Natural Resources Department
ATTN: Water Resources Manager 2665 Kwina Road
Bellingham, WA 98226-9298

b. Port Gamble S'Klallam Tribe

i. No discharge from the project site shall cause exceedances of Port Gamble S'KlallamSurface Water Quality Standards narrative or numeric criteria in Tribal waters. This includes activities outside of Tribal lands that occur upstream of Tribal waters.

(a) If any exceedance of these water quality standards occurred, the Natural Resources Department shall be notified immediately.

- The Department shall additionally be provided a complete draft of the proposed corrective action within a reasonable timeframe and its approval will be required before any corrective action may be taken.

ii. Operators performing activities under the CGP that may affect Tribal waters will requirea permit and shall submit their plans to the Port Gamble S'Klallam Natural Resources Department for review.

- The Department has the right to require conditions outside of this Water QualityCertification prior to permit approval.

iii. No activities allowed under the CGP shall result in the degradation of any Tribal watersor change in designated uses.

iv. No activities allowed under the CGP shall affect resident aquatic communities or resident/migratory wildlife species at any life stage.

- Biological assessment methods used to determine the effect of an activity allowedunder the CGP shall be approved by the PGST Natural Resources Department.

v. No activities allowed under the CGP shall be conducted within wetland and stream bufferzones, nor shall said activities affect in any way wetland or stream buffers, as defined by *PGST Law and Order Code 24.08.01(c)*.

vi. Concentrations for substances listed within the table in *Water Quality Standards for Surface Waters* sec. 7(7) shall not be exceeded by activities allowed under the CGP.

c. Spokane Tribe of Indians

i. Pursuant to Tribal Law and Order Code (TLOC) Chapter 30 each operator shall be responsible for achieving compliance with the Surface Water Quality Standards of the Spokane Tribe. The operator shall notify the Spokane Tribe, Water Control Board (WCB) of any spills of hazardous material and;

ii. Each operator shall submit a signed hard copy of the Notice of Intent (NOI) to the WCB at the same time it is submitted to EPA.

iii. The permittee shall allow the Tribal Water Control Board or its designee to inspect and sample at the construction site as needed.

iv. Each operator shall submit a signed copy of the Notice of Termination (NOT) to the WCB at the same time it is submitted to EPA

The correspondence address for the Spokane Tribe Water Control Board is:

Water Control Board c/o Brian Crossley PO Box480
Wellpinit WA 99040
(509)626-4409
crossley@spokanetribe.com

d. Swinomish Tribe

i. Owners and operators seeking coverage under this permit must submit a copy of the Notice of Intent (NOI) to the DEP at the same time the NOI is submitted to EPA.

ii. Owners and operators must also submit to the DEP changes in NOI and/or Notices of Termination at the same time they are submitted to EPA.

iii. Owners and operators seeking coverage under this permit must also submit a Stormwater Pollution Prevention Plan to the DEP for review and approval by DEP prior to beginning any discharge activities.

e. Tulalip Tribes

i. Submission of NOI: Copies of the Notice of Intent (NOI),) Certification shall be submitted to the Tribe's Natural Resources Department to notify the Tribes of the

pending project and in order for the Tribes to review the projects potential impacts to endangered or threatened species.

ii. Submission of SWPPP: A copy of the Stormwater Pollution Plans (SWPPPs) shall be submitted to the Tribe's Natural Resources Department along with the NOI during the 30 day waiting period.

iii. Submission of Monitoring Data and Reports: The results of any monitoring required by this permit and reports must be sent to the Tribe's Natural Resources Depa1tment,

iv. The Tulalip Tribes are federally recognized successors in the interest to the Snohomish, Snoqualmie, Skykomish, and other allied tribes and bands signatory to the Treaty of Point Elliott.

v. including a description of the corrective actions required and undertaken to meet effluent limits or benchmarks (as applicable).

vi. Authorization to Inspect: The Tribe's Natural Resources Department may conduct an inspection of any facility covered by this permit to ensure compliance with tribal water quality standards. The Department may enforce its certification conditions.

vii. Submission of Inspection Reports: Inspection reports must be sent to the Tribe's Natural Resources Department, including a description of the corrective actions required and undertaken to meet effluent limits or benchmarks (as applicable).

viii. Permits on-site: A copy of the pe1mit shall be kept on the job site and readily available for reference by the construction supervisor, construction managers and foreman, and Tribal inspectors.

ix. Project Management: The applicant shall ensure that project managers, construction managers and foreman, and other responsible parties have read and understand conditions of the permit, this certification, and other relevant documents, to avoid violations or noncompliance with this certification.

x. Emergency Spill Notification Requirements: In the event of a spill or the contractor shall immediately take action to stop the violation and correct the problem, and immediately repo1t spill to the Tulalip Tribes Police Department (425) 508-1565. Compliance with this condition does not relieve the applicant from responsibility to maintain continuous compliance with the tem1S and conditions of this certification or the resulting liability from failure to comply.

xi. Discharges to CERCLA Sites: This permit does not autho1ize direct stormwater discharges to certain sites undergoing remedial cleanup actions pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless first approved by the appropriate EPA Regional office. In the case of the Tulalip Landfill site (WAD980639256), the Tulalip Tribes also requests notification by the facility and consultation with EPA prior to discharge. Contaminants at this site may include but are not limited to: dioxins, furans, arsenic, copper, lead, zinc, 4- methyl-phenol, Hex-CB, HPAHs, PCBs, PCE, cadmium, mercury, and LPAHs.

xii. Discharge-related Activities that have Potential to Cause an Adverse Effect on Historic Properties: Installation of stormwater controls that involve subsurface disturbances may potentially have an adverse impact on historic properties.

xiii. Procedures detailed in the permit shall be completed. Richard Young, of the Tulalip Tribe's Cultural Resources Department shall be contacted prior to initiating discharge- related activities that may have an impact on historic properties. His contact information is (360) 716-2652, ryoung@tulaliptribes-nsn.gov.

xiv. Invalidation: This certification will cease to be valid if the project is constructed and/or operated in a manner not consistent with the project description contained in

xv. the permit. This certification will also cease to be valid and the applicant must reapply with an updated application if info1mation contained in the permit is voided by subsequent submittals.

xvi. Modification: Nothing in this certification waives the Tulalip Tribes of Washington's authority to issue modifications to this ce1iification if additional impacts due to operational changes are identified, or if additional conditions are necessary to protect water quality or further protect the Tribal Communities interest.

xvii. incorporation by reference: TI1is certification does not exempt the applicant from compliance with other statues and codes administered by the Tribes, county, state and federal agencies.

xviii. Compliance with Tribe's I996 Water Quality Standards: Each permittee shall be responsible for controlling discharges and achieving compliance with the T1ibe's Water Quality Standards.

xix. Compliant with Tulalip Tribes Tidelands Management Policy: Permittee shall be responsible for achieving compliance with applicable sections of the Tulalip Tribe's Tidelands Management Policy. (Tulalip Tribal Code Title 8 Chapter 8.30).

xx. Compliant with Tulalip Tribes Environmental Infractions: Permittee shall be responsible for achieving compliance with applicable sections of the Tulalip Tribe's Environmental Infractions. (Tulalip Tribal Code Title 8 Chapter 8.20).

xxi. Where to Submit information and for further Coordination: All requested documents should be sent to the: Tulalip Tribes Natural Resources Environmental Department c/o Kurt Nelson and Valerie Streeter, 6704 Marine Drive, Tulalip, Washington 98271. For further 40 I Certification coordination with the Tulalip Tribes Natural Resources Department, please contact Mr. Kurt Nelson (360) 716-4617 knelson@tu1aliptribes- nsn.gov. 6406 Marine Dr., Tulalip WA 98271.

f. Makah Tribe

i. The permittee shall be responsible for meeting any additional permit requirements imposed by EPA necessary to comply with the Makah Tribe's Water Quality Standards if the discharge point is located within the Makah's U&A treaty reserved areas.

ii. Each permittee shall submit a copy of the Notice of Intent (NOI) to be covered by the general permit to Makah Fisheries Management, Water Quality Department at the address listed below at the same time it is submitted to the EPA.

Makah Water Quality
Makah Fisheries Management (MFM)
ray.colby@makah.com

PO Box 115
Neah bay, WA 98357

iii. All supporting documentation and certifications in the NOI related to coverage under the general permit for Endangered Species Act purposes shall be submitted to the Tribe's Habitat programs for their review.

iv. If EPA requires coverage under an individual or alternative permit, the permittee shall submit a copy of the permit to Assistant Fisheries Director, ray.colby@makah.com.

v. The permittee shall submit all Stormwater Pollution Prevention plan (SWPP) to MFM for review and approval prior to beginning any activities resulting in a discharge to Makah tribal waters.

vi. The permittee shall notify Ray Colby, ray.colby@makah.com (360) 645-3150 prior to conducting inspections at construction sites generating stormwater discharges to tribal waters.

vii. The operator shall treat dewatering discharges with controls necessary to minimize discharges of pollutants to surface waters, or ground waters, and from stormwater runoff onsite from excavations, trenches, foundations, or storage areas. To the extent feasible, at all points where dewatering is discharged, comply with the velocity dissipation using check dams, sediment traps, and grouted outlets.

g. Puyallup Tribe of Indians

i. The permittee shall be responsible for meeting any additional permit requirements imposed by EPA necessary to comply with the Puyallup Tribe's antidegradation procedures.

ii. Each permittee shall submit a copy of the Notice of Intent (NOI) to be covered by the general permit to Char Naylor, Tribal Water Quality Manager at the following e-mail address: (char.naylor@puyalluptribe-nsn.gov) at the same time it is submitted to EPA.

iii. All supporting documentation and certifications in the NOI related to coverage under the general permit for Endangered Species Act purposes shall be submitted to Char Naylor, Tribal Water Quality Manager/Assistant Fisheries Director (char.naylor@puyalluptribe-nsn.gov) for review.

iv. If EPA requires coverage under an individual or alternative permit, the permittee shall submit a copy of the permit to Char Naylor at the email address listed above.

v. The permittee shall submit all stormwater pollution prevention plans to Char Naylor for review and approval prior to beginning any activities resulting in a discharge to Puyallup tribal waters.

vi. The permittee shall contact Brandon Reynon (Brandon.reynon@puyalluptribe-nsn-gov), Tribe's Historic Preservation Officer or Jennifer Keating (Jennifer.keating@puyalluptribe-nsn.gov), Tribe's Assistant Historic Preservation Officer regarding historic properties and cultural resources.

vii. To minimize the discharge of pollutants to groundwater or surface waters from stormwater that is removed from excavations, trenches, foundations, vaults, or

other storage areas, treat dewatering discharges with controls necessary to minimize discharges of pollutants. Examples of appropriate controls include sediment basins or sediment traps, sediment socks, dewatering tanks, tube settlers, weir tanks, and filtration systems (e.g., bag or sand filters) that are designed to remove sediment.

To the extent feasible, utilize vegetated, upland areas of the site to infiltrate dewatering water before discharge. At all points where dewatering water is discharged, utilize velocity dissipation controls. Examples of velocity dissipation devices include check dams, sediment traps, riprap, and grouted riprap at outlets.

viii. The permittee shall provide and maintain natural buffers to the maximum extent possible (and/or equivalent erosion and sediment controls) when tribal waters are located within 100 feet of the boundaries. If infeasible to provide and maintain an undisturbed 100 foot natural buffer, erosion and sediment controls to achieve the sediment load reduction equivalent to a 100-foot undisturbed natural buffer shall be required.

Authorization ID: SNO1190 Contact Name: FEDERAL HIGHWAY ADMINSTRATION WESTERN FEDERAL LANDS Expiration Date: 12/31/2029 Use Code: 511	FS-2700-4 (09/2020) OMB 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

SPECIAL USE PERMIT

Authority: ORGANIC ADMINISTRATION ACT June 4, 1897

FEDERAL HIGHWAY ADMINSTRATION, Western Federal Lands Highway Division, of 610 E. 5th Street, Vancouver, WA 98661 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Mt. Baker-Snoqualmie National Forest, Snoqualmie Ranger District, of the National Forest System, subject to the terms of this special use permit (the permit).

This permit covers 4 acres in the SW1/4 PB 42, T. 18 N., R. 10 E., WILLAMETTE MERIDIAN , ("the permit area"), as shown on the map attached as Appendix A. This and any other appendices to this permit are hereby incorporated into this permit.

This permit is issued for the purpose of:

A construction logistics and staging area at the McCullough Seed Orchard for equipment, stockpiling materials, construction vehicles, a portable office trailer, a concrete washout area, and temporary log storage for Mt. Rainier National Park's Frying Pan Creek bridge replacement project, administered by Federal Highway Administration.

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the ORGANIC ADMINISTRATION ACT June 4, 1897 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

C. TERM. This permit shall expire at midnight on 12/31/2029. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation from the date of issuance.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration

of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area and the authorized facilities and improvements for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built drawings, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least N/A days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources.

C. USE OF NATIONAL FOREST SYSTEM ROADS AND NATIONAL FOREST SYSTEM TRAILS. The holder's use of National Forest System roads and National Forest System trails shall comply with applicable requirements in 36 CFR Part 212, Subpart A; 36 CFR Part 261, Subpart A; and orders issued under 36 CFR Part 261, Subpart B. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B, unless specifically provided otherwise in the operating plan. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in the operating plan.

D. OPERATING PLAN. The holder shall prepare and annually revise an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms of this permit. The operating plan shall be submitted by the holder and approved in writing by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as Appendix B. Any operating plan revisions shall be submitted by the holder and approved in writing by the authorized officer or the authorized officer's designated representative before they are implemented. The authorized officer may require an annual meeting with the holder to discuss the terms of the permit or operating plan, annual use reports, or other concerns either party may have.

E. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and authorized facilities and

improvements at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this permit.

F. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This permit does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The holder shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the permit area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the permit area must have prior written approval from the authorized officer.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This permit authorizes the use and occupancy of National Forest System lands by the holder for the purposes identified in this permit. The Forest Service does not make any express or implied warranty of access to the permit area, of the suitability of the permit area for the authorized uses, or for the furnishing of road or trail maintenance, water, fire protection services, search and rescue services, or any other services by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss to the authorized improvements and all risk of loss of use and occupancy of the permit area, in whole or in part, due to public health and safety or environmental hazards. Loss to the authorized improvements and of use and occupancy of the

permit area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If any authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the authorized improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate. If the authorized officer determines that the permit area cannot be safely occupied due to a public health or safety or environmental hazard, this permit shall terminate. Termination under this clause shall not give rise to any claim for damages, including lost profits and the value of the improvements, by the holder against the Forest Service.

F. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees , agents, or contractors. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

G. ENVIRONMENTAL PROTECTION.

1. Compliance with Environmental Laws. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.G and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, or contractors and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the remediation to the satisfaction of the authorized officer and at no expense to the Forest Service. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

V. RESOURCE PROTECTION

A. WATER POLLUTION. No waste or by-product shall be discharged into water in connection with the use and occupancy authorized by this permit except in full compliance with all applicable federal, state, and local environmental and other laws. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water except in full compliance with all applicable federal, state, and local environmental and other laws.

B. SCENIC VALUES. The holder shall protect the scenic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized improvements.

C. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

D. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection

Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Safety Plan. Before applying pesticides in the permit area, the holder shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of the equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the permit; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. Reporting. By September 30th annually, the holder shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

5. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

E. <u>ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES</u>. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until otherwise directed by the authorized officer.

F. <u>NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA)</u>. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall leave the discoveries intact and in place. The holder shall follow the applicable NAGPRA protocols for the

undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a NAGPRA plan of action has been executed by the Forest Service following tribal consultation and any preconditions have been met.

G. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

H. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill or release prevention and control plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. This identifying information shall be consistent with column (1) of the table of hazardous materials and special provisions enumerated at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication

purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations. Any hazardous material transportation and disposal manifests shall clearly identify the holder as the generator of the hazardous waste.

2. The holder shall not release any hazardous material onto land or into rivers, streams, impoundments, or natural or man-made channels leading to them. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than federal, state, and local regulations, to prevent releases and protect natural resources.

3. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all applicable federal, state, and local laws and regulations.

VI. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEES. The holder is exempt from a land use fee pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION.

1. The authorized officer may not revoke or suspend this permit without the concurrence of the holder.

2. The authorized officer may revoke this permit at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.

B. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

C. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not

limited to expiration of the permit by its terms on a specified date and, in the case of a permit issued to a business entity, termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove within a reasonable period prescribed by the authorized officer all structures and improvements installed by the holder in the permit area and shall restore the site to the satisfaction of the authorized officer.

F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms shall remain in effect and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS OF THIS PERMIT.

ACCEPTED:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINSTRATION
Western Federal Lands Highway Division

KRISTIN ADAIR AUSTIN

Digitally signed by KRISTIN ADAIR AUSTIN
Date: 2026.03.17 13:26:24 -07'00'

KRISTEN AUSTIN DATE
Chief of Business Operations

APPROVED:

U.S. DEPARTMENT OF AGRICULTURE – FOREST SERVICE
Mt. Baker-Snoqualmie National Forest

BRIAN MCNEIL Digitally signed by BRIAN MCNEIL Date: 2026.03.20 09:46:51 -07'00'

BRIAN MCNEIL DATE
District Ranger
Snoqualmie Ranger District

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix A – Permit Area Map

(See attached vicinity map)

Appendix B – Operating Plan for

Special Use Permit No. SNO1190

Construction Logistics and Staging Site for NPS Frying Pan Creek Bridge Replacement Project

Holder: Federal Highway Administration

Operating Years 2026 through 2029

1. Four weeks prior to the contractor's mobilization, the Forest Service (FS) and National Park Service (NPS) invasive plant specialists will coordinate and treat target invasive plants within the permitted area (4 acres) and vicinity of concern (6 acres), with initial treatment in spring 2026. Thence, FHWA shall manage annual follow up treatments during mid-April to late May 2027-2029. The FS will provide a herbicide treatment prescription.

a. All herbicide treatments must adhere to the MBSNF 2015 Invasive Plant Treatment EIS. Herbicide application records should be sent to the FS within 2 weeks of treatment completion. The FS will provide the NPS or its contractor with guidelines, signs, and a treatment record form to fill out.

2. Offset the staging area from the perimeter fence and interior trees by 20 feet.

3. The seed orchard access road entrance and parking in front of the building shall not be blocked by the contractor's vehicles, equipment, or materials.

4. The existing access road entering the compound, primitive road along the inside perimeter fence, parking area in front of building, and a portion of the grassy area may be improved with surface aggregate, as specified by the FS road manager.

5. Aggregate materials shall be obtained only from Forest Service or National Park Service inspected and approved weed-free material sources.

6. Any imported material (i.e., aggregate) must be inspected and certified for weeds prior to being brought onto the Forest.

7. Any vehicles, tools, or heavy equipment used for ground disturbing work must be washed of soil and plant material prior to arriving on the MBSNF and before leaving the project area to reduce the spread of weeds.

8. Work from lightly infested areas to highly infested areas and/or from high elevation to low elevation, if possible, to further reduce the spread of weeds.

9. Any straw, hay, or mulch being brought onto the Forest must come from a source that has been certified by the Washington Weed Free Hay and Mulch Program (WWHAM). No topsoil or compost will be permitted for importation onto the MBSNF for use within river/creek floodplains or riparian areas. Chipped woody material does not meet the WWHAM definition of “mulch” and is therefore not required to be certified prior to importing onto the Forest.

10. No utilities (power, water, septic) are provided on site. Contractor’s office trailer(s), recreation vehicles, camper trailers, must be self-contained.

11. Cutting of brush and trees (up to 2” diameter) and encroaching branches within and surrounding the staging area’s perimeter to maintain safe clearance of the permitted area is authorized. Cut stems and branches shall be chipped into a truck and removed.

12. Maintain a spill remediation kit onsite for all fuel, oil, and lubricants stored at the site, and for heavy machinery staged at the site, commensurate with the type of equipment present.

13. Fuel, oil, and lubricants shall be secured inside a storage container, tank, locker, vehicle, or compound to prevent theft or vandalism.

14. Vehicle and machinery maintenance and fueling may occur at the site, providing that maintenance and fueling of equipment is performed inside a SPCC containment unit or sorbent pad with a minimum capacity of 150% of the fuel volume present.

15. Barriers should be employed to prevent overland flow from the concrete washout site, and extra caution be undertaken to ensure floor of the wash area remains impermeable.

a. Place a durable thick plastic liner over the area and secured around the perimeter with sandbags.
b. Additional sandbags will be placed in a perimeter of the basin
c. Rinse out concrete trucks directly into the protected basin.
d. Spills will be immediately cleaned.
e. Water source is from internal tanks to each concrete truck.
f. No water may be drawn from waterways within the Mt. Baker-Snoqualmie National Forest
g. The basin may sit as is until the water evaporates, or bring in a vac truck to remove the liquid and haul it away for disposal.
h. Place remaining solids with liner in a truck, and dispose of in accordance to all Federal, state, and local requirements.
i. Reclaim and restore the concrete washout area to preconstruction condition.

16. Compacted/barren/otherwise impacted areas should be covered and/or seeded each year prior to the fall wet season, and upon completion of the project in order to minimize potential groundflow, erosion increases, and sediment transport.

17. Compacted grassy areas are to be scarified and seeded with certified weed free Seed Mix C1, as specified:

5% Tufted Hairgrass, 4 lbs./acre
13% Annual Ryegrass, 10 lbs./acre
79% Winter Triticale, 60 lbs./acre
3% Alsike Clover, 2 lbs./acre

18. If any previously unidentified cultural resources are discovered, all work shall stop, secure the find, and notify a Forest Archaeologist to follow inadvertent discovery protocols, provided by the FS.

19. The FHWA contractor shall provide and service portable toilet(s) during the construction operations.

20. The contractor shall provide a dumpster(s) and regular garbage service at the site, removing all waste from the construction site in accordance with State and local regulations.

21. The contractor shall add a secondary lock and retain the Forest Service's lock on the entrance gate.

22. For use of Forest Roads 7300 (from S.R. 410) and 7300-160 (seed orchard spur road), FHWA's contractor shall submit a Road Use Permit application and Bridge Use application to the FS for approval, at least 2 months prior to mobilization. The Road Use Permit will include terms and conditions for operations and performing maintenance commensurate with use, which may include placement of spot rock aggregate and grading, as determined by the FS road manager.

FIRE PROTECTION AND SUPPRESSION PLAN

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FIRE PROTECTION AND SUPPRESSION

The following requirements pertain to normal level non-heightened fire restriction periods. More restrictive requirements will be required in the event of more active fire seasons.

1. Fire Control

The Contractor shall, independently and in cooperation with the National Park take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

2. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area, open fires are not allowed within the Park.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers are required to discard extinguished cigars and cigarette butts in an appropriate non-flammable container. Under no circumstances shall butts be discarded on the road or roadside.

b. Fire Extinguishers and Equipment, on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B, C, and one “D” handled or long handled round pointed shovel, size “O” or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3½ pounds or larger.

Equipment shall be kept in serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size “O” or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Grinding, Oxyacetylene cutting and welding

One 5 gallon bladder bag is required at each job site location where these activities are being conducted.

e. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

f. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting appropriate Society of Automotive Engineers (SAE) recommend Practice J335(b) and J350(a) as now or hereafter amended unless it is:

(1) Equipped with a turbine-driven exhaust supercharger such as the turbo charger. There shall be no exhaust bypass.

(2) A passenger carrying vehicle or light truck, or medium truck up to 40,000GW, used on roads and equipped with a factory designed muffler complete with baffles and with an exhaust system in good working condition.

(3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

g. Communications

The Contractor shall provide adequate 2-way communication facilities to report a fire to the Park Service within 15 minutes of detection.

Communications shall be operable during all periods of contract operation.

3. Fire Tools

The Contractor shall furnish serviceable fire fighting tools at each job site location where activities are being conducted in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

(a) 2 axes or Pulaskis with a 32-inch handle;

(b) 3 adze eye hoes. One Pulaski may be substituted for one adze eye hoe;

(c) 3 long handled, round point shovels, size “O” or larger.

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION

FIRE PROTECTION AND SUPPRESSION

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The Contracting Officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at firefighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "0" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "0" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335 (b) and J350 (a) as now or hereafter amended unless it is:

(1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.

(3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

8. Fire Tools

The Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high.

It shall contain a minimum of:

a. 2 axes or Pulaskis with a 32-inch handle;

b. 3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;

c. 3 long-handled, round point shovels, size "0" or larger.

9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

R6-FS-6300-52
(Rev. 5/97)

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE
LEVEL INDUSTRIAL FIRE PRECAUTION (IFPL)

I. Closed season - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.

II. Partial hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m., local time:

a. power saws, except at loading sites;
b. cable yarding;
c. blasting;
d. welding or cutting of metal.

III. Partial shutdown - The following shall be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

a. tractor/skidder operations;
b. mechanized loading and hauling of any product or material;
c. blasting;
d. welding or cutting of metal;
e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting Officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

a. mechanized loading and hauling;
b. road maintenance such as sprinkling, graveling, grading and paving;
c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION

FIRE PROTECTION AND SUPPRESSION

Additional Fire Precautionary Measure 1 - Tank Truck

11. The Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right-of-way clearing and mechanical treatment of slash. A tank truck or trailer will not be required if powersaw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

    The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4-inch nozzle tip, through a 50-foot length of rubber lined hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

    If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire/Watch Security service.

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USDA FOREST SERVICE
PACIFIC NORTHWEST REGION

FIRE PROTECTION AND SUPPRESSION

Additional Fire Precautionary Measure 2 - Communication

12. The Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communications).

    Such communications shall be operable during periods of operation of power-driven equipment, including the time fire security is required.