

# INVITATION FOR BID

**SOLICITATION NUMBER:** 6982AF22B000022  
**SOLICITATION TYPE:** HUBZONE SET-ASIDE  
**PROJECT NUMBER:** NM FTNP/NPS BAND 910(1) TSANKAWI  
**PROJECT NAME:** AND FREY PARKING LOTS

**BID OPENING DATE:**

See Page A-1, Item 13A

**This solicitation cites Standard Specifications for  
Construction of Roads and Bridges on  
Federal Highway Projects, FP-14 US Customary Units**

**ISSUING OFFICE:**



**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
CENTRAL FEDERAL LANDS HIGHWAY DIVISION  
12300 W. DAKOTA AVENUE, SUITE 360  
LAKEWOOD, CO 80228  
Web site: <https://highways.dot.gov/federal-lands>  
E-mail: [CFLContracts@dot.gov](mailto:CFLContracts@dot.gov)**

PROJECT	NM FTNP/NPS BAND 910(1)
LOCATION	TSANKAWI AND FREY PARKING LOTS
COUNTY	SANTA FE AND LOS ALAMOS
STATE	NEW MEXICO
LENGTH	TSANKAWI PARKING LOT: 0.11 MILES FREY PARKING LOT: 0.04 MILES
TYPE OF IMPROVEMENT	PARKING LOT CONSTRUCTION, DRAINAGE IMPROVEMENTS, SIGNING, AND PAVEMENT MARKINGS

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### SPECIAL CONTRACT REQUIREMENTS (SCRs)

**The following Special Contract Requirements amend and supplement the Standard Specification for Construction of Roads and Bridges on Federal Highway Projects**

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## **PROJECT OVERVIEW**

The project is to expand/construct new parking lots at the Bandelier National Monument at two locations: Tsankawi unit and Frey trailhead at Juniper Campground. The first proposed project is to construct a 35,200 square foot (SF) parking lot to provide visitor and shuttle parking at the Tsankawi unit, located at the intersection of East Jemez Drive and New Mexico Highway 4. The second proposed project is the expansion of the Frey Trailhead parking lot at Juniper Campground by constructing approximately 40 additional parking spaces.



## NOTICE TO BIDDERS

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### I. PRE-BID INFORMATION

**ELECTRONIC BIDS WILL NOT BE ACCEPTED. Submit a printed copy of your bid to the address listed on the SF-1442 (Page A-1, Item 8). Submit the following documents with your Bid Package—**

- SF-1442, Solicitation, Offer & Award, Pages A-1 and A-2
- Indication of interest in formal Partnering, Page A-5
- Bid Schedule Pages A-6 through A-12
- Completed an applicable Authority to Bind certificate, pages A-13 through A-17
- Buy American Act & Hazardous Materials, Pages A-18 through A-19
- Bid Guarantee (see FAR Clause 52.228-1), Pages B-1 and B-2. Bid bonds must be originals with original signatures and corporate seals. Photocopies and Faxed copies are NOT acceptable and will make your bid non-responsive.
  - Digital copies may be downloaded at <https://www.gsa.gov/forms-library/bid-bond>
- Completed the VETS-4212 declaration, Page A-ii; Bidders' Information, Pages B-3 through B-6.

Bidders should retain all other pages for their information. Bids should be submitted in a sealed envelope and include the Contractor's Name, Solicitation Number and the Project Number/Name.

It is the responsibility of the bidder to verify that this solicitation document, including the plans, are complete as listed in the table of contents and the index to sheets. Plan sheets can be found at <https://sam.gov> and viewed by individual sections, downloaded by individual sections, or the entire plan set downloaded in a zip file. Physical data relevant to this solicitation may also be viewed or downloaded at the above site.

This solicitation and subsequent contract are governed by the Federal Acquisition Regulations (FAR), agency supplemental regulations, and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14.

The FP-14 was utilized for the design of this project. Paper copies of the FP-14 will not be provided to bidders or the awarded Prime Contractor. The FP-14 is available electronically at <https://flh.fhwa.dot.gov/resources/specs/> and a copy is uploaded with this solicitation. A single paper copy can be obtained from the Research & Technology Distribution Center (RTPDC) by email [report.center@dot.gov](mailto:report.center@dot.gov).

Applicable FAR/TAR provisions and clauses in this IFB are incorporated by reference or full text. FAR provisions and clauses incorporated by reference can be accessed on the Internet at <https://www.acquisition.gov/content/regulations>.

## NOTICE TO BIDDERS

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**Notice of SAM Registration** – you must be registered in the System for Award Management (SAM) prior to submission of a bid in response to this solicitation. Failure to register prior to submission of a bid may require award to the next successful registered offeror. See FAR Subpart 4.1102. Register online at [www.sam.gov](http://www.sam.gov).

**Representations and Certifications** – This solicitation is issued under **NAICS 237310** – Highway, Street & Bridge Construction with a small business size standard of \$39.5 million. If your average annual gross receipts for the past 5 years are above \$39.5 million, you are a large business for this solicitation. If they are below \$39.5 million you are a small business. Before submitting bids, you must ensure you have completed your annual representations and certifications electronically at the SAM website at [www.sam.gov](http://www.sam.gov). Include NAICS 237310 in your SAM profile.

**Vets-4212 Reporting:** - The Contractor must complete the report if required. See reporting requirements at: <https://www.dol.gov/agencies/vets/contractor/instructions-for-electronic-submission-vets-4212-reports>.

- My firm had a qualifying Federal Contract in 2022 and has complied with the reporting requirements. ☐
- My firm did not have a qualifying Federal Contract in 2022 and is therefore exempt from the reporting requirements ☐

**Bid Guarantee** – Follow the requirements of FAR Clause 52.228-1 *Bid Guarantee* and Subpart 102.03 of the FP-14. Bid bonds must be originals and have original signatures and corporate seals. Photocopied and faxed copies of bonds will be rejected and cause your bid to be non-responsive.

**Accuracy and Completeness of Bid-** The Contractor is fully responsible to verify that all data is correct when an offer is submitted. Failure to properly update your data may cause the offer to be rejected.

**Request for Technical Information** – Questions relative to the plans and SCRs for this solicitation will only be accepted in writing (see Item 9 on Page A-3).

<p style="text-align: center;"><b>TECHNICAL QUESTIONS REGARDING THIS SOLICITATION WILL NOT BE ACCEPTED AFTER 4 P.M. ON NOVEMBER 1, 2022.</b></p>
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<p>Questions can be submitted to <a href="mailto:CFLContracts@dot.gov">CFLContracts@dot.gov</a>. Questions and answers will be posted at <a href="https://sam.gov">https://sam.gov</a></p>
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**Modifications to Bids** - Bids may be modified or withdrawn by regular mail, electronic commerce (email) or facsimile, if such notice is received **prior to the time specified for receipt of bids**. The Government will not be responsible for ANY failure attributable to the transmission or receipt of electronic commerce (email) or facsimile data.

For all modifications, we **STRONGLY ENCOURAGE** you to resubmit the entire bid schedule

## NOTICE TO BIDDERS

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**with a unit price and amount for every bid item, and a Schedule Total.** See FAR Provision 52.214-5, Submission of Bids. Modifications which make the bid ambiguous, indefinite, or uncertain as to any essential requirement of the contract will cause the bid to be rejected as nonresponsive.

**FAX Number to submit modifications to bids for this project is (720) 963-3360**

**Email Address to submit modifications to bids for this project is [cflcontracts@dot.gov](mailto:cflcontracts@dot.gov)**

## II. POST AWARD INFORMATION

**CFLHD will no longer be providing paper copies of the conformed contract to the Awarded Prime Contractor.**

**Subcontracting** - FAR Clause 52.219-8, *Utilization of Small Business Concerns* states that Prime Contractors afford small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns the maximum practicable opportunity to participate in performing contracts let by any Federal agency.

A list of currently known business concerns owned and controlled by socially and economically disadvantaged individuals and/or women-owned small business concerns that have indicated an interest in participating in highway construction is available at <https://www.sam.gov>.

**Insurance requirements** - See Subsection 107.05 of the FP-14.

**EEBACS** - Contractors shall use the Government's web-based system, *Engineer's Estimating, Bidding, Award, and Construction System (EEBACS)*, to prepare all "Inspector's Daily Record of Construction Operations" (*Contractors Daily Reports*) and measurement notes (pay notes).

The Contractor shall be required to attend a training session on the use of EEBACS. The training session will require up to 4 hours. No more than 3 Contractor staff may attend the training unless approved by the CO. The Contractor shall be responsible for training additional staff.

The Contractor shall be required to submit a user account form to gain access to the EEBACS system. See Subsection 108.01.

A user guide, "*EEBACS for Construction Contractors*", is available. An electronic version can be found at <https://highways.dot.gov/federal-lands/estimates/eebacs-guide>

**New Mexico Gross Receipts and Compensating Tax Act – Contractors are responsible to understand the tax laws associated with the New Mexico gross receipts tax, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico.**

<b>SOLICITATION, OFFER AND AWARD</b> <i>(Construction, Alteration or Repair)</i>	1. SOLICITATION NO.  6982AF22B000022	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID <i>(IFB)</i> <input type="checkbox"/> NEGOTIATED <i>(RFP)</i>	3. DATE ISSUED  10/06/2022	PAGE OF PAGES 1 of 2
<b>IMPORTANT - THE "OFFER SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.</b>				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. HFLCEO210121PR	6. PROJECT NO. NM FTNP/NPS BAND 910(1)		
7. ISSUED BY: FEDERAL HIGHWAY ADMINISTRATION CENTRAL FEDERAL LANDS DIVISION 12300 WEST DAKOTA AVENUE, SUITE 167 LAKEWOOD, COLORADO 80228		CODE: 69050001	8. ADDRESS OFFER TO: Jorey Deml, Contract Specialist Federal Highway Administration Central Federal Lands Division Office 12300 W. Dakota Avenue Lakewood, CO 80228	
9. FOR INFORMATION CALL SEE PAGE A-3	A. NAME: SEE PAGE A-3		B. TELEPHONE NO. <i>(Include area code)</i> SEE PAGE A-3	
<p style="text-align: center;"><b>SOLICITATION</b></p> <p style="text-align: center;"><i>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."</i></p>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:  ROADWAY CONSTRUCTION PROJECT IN STRICT ACCORDANCE WITH:  <ol style="list-style-type: none"> <li>1. <b>FEDERAL ACQUISITION AND TRANSPORTATION ACQUISITION REGULATIONS (FAR &amp; TAR)</b></li> <li>2. <b>DEPARTMENT OF LABOR, CONSTRUCTION WAGE RATE REQUIREMENT RATES</b></li> <li>3. <b>SPECIAL CONTRACT REQUIREMENTS</b></li> <li>4. <b>PLANS</b></li> <li>5. <b>BID SCHEDULE</b></li> <li>6. <b>STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-14, U.S. CUSTOMARY UNITS</b></li> </ol>  See Subsection 104.04 of the FP-14 for governing order of precedence				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>*</u> calendar days after receiving <input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. <b>*Refer to Subsection 108.01 as amended in the Special Contract Requirements.</b>				
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8. by <u>2:00 p.m.</u> (hour) local time on <u>11/08/22</u> (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 <input checked="" type="checkbox"/> is <input type="checkbox"/> 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 <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

<b>OFFEROR (Must be fully completed by offeror)</b>										
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)						15. TELEPHONE NO. (Include area code)				
						16. REMITTANCE ADDRESS (Include only if different than Item 14)				
DUNS NO.										
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 with __ 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 INDIVIDUAL BID SCHEDULE(S)							
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						20B. SIGNATURE			20C. OFFER DATE	
<b>AWARD (To be completed by Government)</b>										
21. ITEMS ACCEPTED:										
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA						
24. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 27 (4 copies unless otherwise specified)						25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 3304(a)( )				
26. ADMINISTERED BY CODE: _____						27. PAYMENT WILL BE MADE BY FEDERAL HIGHWAY ADMINISTRATION CENTRAL FEDERAL LANDS HIGHWAY DIVISION 12300 W. DAKOTA AVENUE, SUITE 167 LAKEWOOD, COLORADO 80228				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> 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.						<input type="checkbox"/> 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. AWARD DATE		

- Item 8:**      **LOCATION OF PUBLIC BID OPENING:** Offers must be received by designated date and time as stated in Item 13A.
- Item 9:**      **FOR GENERAL INFORMATION:** E-mail us at [CFLContracts@dot.gov](mailto:CFLContracts@dot.gov).
- FOR TECHNICAL INFORMATION (plans and specifications):** Questions must be submitted in writing by e-mail at [CFLContracts@dot.gov](mailto:CFLContracts@dot.gov) .
- Item 11:**      **COMPLETION DATE:** Work shall be completed on or before the date specified in *Subsection 108.01 of the SCRs*.
- Item 12A:**      **PERFORMANCE AND 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 FP-14.
- Item 13B:**      **BID BOND AMOUNT:** See FAR Provision *52.228-1 Bid Guarantee* (Provisions begin on Page B-1) and *Subsection 102.03 Bid Guarantee* of the FP-14. All bid guarantees must have original signatures with original corporate seals.
- Item 19:**      **ACKNOWLEDGMENT OF AMENDMENTS:** FAILURE TO ACKNOWLEDGE AMENDMENTS, **IN ITEM 19 OF THE SF-1442**, BY THE DESIGNATED DATE AND HOUR SPECIFIED IN THE SOLICITATION MAY RESULT IN REJECTION OF YOUR BID. If amendments are issued, they will be posted to <https://sam.gov>.
- Item 24:**      **SUBMITTING INVOICES:** See *Subsection 109.08 Progress Payments* of the FP-14.
- ESTIMATED**  
**PRICE:**      The price range of the project work is between \$2,000,000 and \$5,000,000.

### **Bid Schedule Instructions**

BIDDERS, PLEASE NOTE: This Bid Proposal is comprised of one schedule. Before preparing the bid, carefully read the Solicitation Provisions and the following:

- Insert a numeric unit bid price 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. When the words “Lump Sum” appear as a unit bid price, insert an amount for each lump sum pay item.
- Total all amounts bid for each pay item and show the Construction Cost Total on the space provided on the last page of each schedule or option.
- Also show the Construction Cost Total for each schedule/option as well as the combined Total of each Schedule and the Option in the spaces provided on the Bid Summary page.

**NOTE:** If the amount bid for a pay item is inconsistent with the product of the unit price provided by the bidder and the quantity provided by the Government, the unit price will govern and the Government will determine a corrected amount bid for the pay item by multiplying the unit price by the quantity.

### **Basis for Award**

To be eligible for award of contract, the offeror shall submit prices for each item necessary to complete all contract work in Schedule A.

Accordingly, award of contract, if made, will be made to the lowest responsive, responsible bidder, if funds are available.

### **Partnering**

A Partnership recognizes the Government and the Contractor are both responsible 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.

CFLHD supports the concepts and tenets of Partnering and as such is encouraging the Contractors and it's subcontractors to establish a Partnering relationship on this project.

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 upon 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 as described in *Subsection 103.05 Partnering* of the FP-14. Costs of partnering would be in addition to the contract award amount.

Please indicate your desire to participate in a formal partnering meeting on this project.

☐ We would like to participate in a formal partnering meeting.

☐ We do not want to participate in a formal partnering meeting.



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. 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.

Item No.	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
A0100	15101-0000	MOBILIZATION				
			ALL	LPSM	\$__LPSM__	\$__
A0150	15214-3000	SURVEY AND STAKING, PARKING AREA				
			ALL	LPSM	\$__LPSM__	\$__
A0200	15215-3000	SURVEY AND STAKING, DRAINAGE STRUCTURE				
			2	EACH	\$__	\$__
A0250	15301-0000	CONTRACTOR QUALITY CONTROL				
			ALL	LPSM	\$__LPSM__	\$__
A0300	15401-0000	CONTRACTOR TESTING				
			ALL	LPSM	\$__LPSM__	\$__
A0350	15501-0000	CONSTRUCTION SCHEDULE				
			ALL	LPSM	\$__LPSM__	\$__
A0400	15705-0100	SOIL EROSION CONTROL, SILT FENCE				
			1,230	LNFT	\$__	\$__
A0450	15705-1400	SOIL EROSION CONTROL, FIBER ROLL				
			750	LNFT	\$__	\$__
A0500	15706-0200	SOIL EROSION CONTROL, CHECK DAM				
			10	EACH	\$__	\$__
A0550	15706-1600	SOIL EROSION CONTROL, STABILIZED CONSTRUCTION EXIT				
			3	EACH	\$__	\$__
A0600	15802-0000	WATERING FOR DUST CONTROL				
			ALL	LPSM	\$__LPSM__	\$__
A0650	20103-0000	CLEARING AND GRUBBING				
			10,700	SQYD	\$__	\$__
A0700	20301-1100	REMOVAL OF GATE				
			1	EACH	\$__	\$__
A0750	20301-2400	REMOVAL OF SIGN				
			6	EACH	\$__	\$__

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:NM FTNP/NPS BAND 910(1)

Project Name:Tsankawi and Frey ParkingLots

A0800	20301-3400	REMOVAL OF WHEELSTOP	7	EACH	\$ _____	\$ _____
A0850	20302-0600	REMOVAL OF CURB, STONE	200	LNFT	\$ _____	\$ _____
A0900	20302-0700	REMOVAL OF FENCE	180	LNFT	\$ _____	\$ _____
A0950	20302-2100	REMOVAL OF PIPE CULVERT	20	LNFT	\$ _____	\$ _____
A1000	20303-1900	REMOVAL OF PAVEMENT, ASPHALT, 3-INCH DEPTH	600	SQYD	\$ _____	\$ _____
A1050	20304-1000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	ALL	LPSM	\$ __LPSM__	\$ _____
A1100	20315-0000	SAWCUTTING PAVEMENT	200	LNFT	\$ _____	\$ _____
A1150	20401-0000	ROADWAY EXCAVATION	4,000	CUYD	\$ _____	\$ _____
A1200	20441-0000	WASTE	200	CUYD	\$ _____	\$ _____
A1250	25101-0100	PLACED RIPRAP, METHOD A, CLASS 1	40	CUYD	\$ _____	\$ _____
A1300	30202-2000	ROADWAY AGGREGATE, METHOD 2	1,900	TON	\$ _____	\$ _____
A1350	40301-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1	900	TON	\$ _____	\$ _____
A1400	40601-0000	FOG SEAL	2.5	TON	\$ _____	\$ _____
A1450	41101-1000	PRIME COAT, METHOD 1	8.0	TON	\$ _____	\$ _____

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:NM FTNP/NPS BAND 910(1)

Project Name:Tsankawi and Frey ParkingLots

A1500	41105-0000	BLOTTER	10	TON	\$ _____	\$ _____
A1550	41201-0000	TACK COAT	3.0	TON	\$ _____	\$ _____
A1600	50101-0800	MINOR CONCRETE PAVEMENT, REINFORCED, 8-INCH DEPTH (COLORED)	145	SQYD	\$ _____	\$ _____
A1650	50101-2600	MINOR CONCRETE PAVEMENT, PLAIN, 6-INCH DEPTH (COLORED)	100	SQYD	\$ _____	\$ _____
A1700	60202-0600	36-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT (STAINED)	20	LNFT	\$ _____	\$ _____
A1750	60211-1000	END SECTION FOR 36-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT (STAINED)	2	EACH	\$ _____	\$ _____
A1800	60405-0000	MANHOLE ADJUSTMENT	2	EACH	\$ _____	\$ _____
A1850	60420-0000	OUTLET STRUCTURE (WEIR)	1	EACH	\$ _____	\$ _____
A1900	60901-1000	CURB, CONCRETE, 12-INCH DEPTH (COLORED)	1,900	LNFT	\$ _____	\$ _____
A1950	60901-5400	CURB, STONE, TYPE 2, 12-INCH DEPTH	350	LNFT	\$ _____	\$ _____
A2000	61102-1100	1 1/2-INCH WATERLINE, COPPER	600	LNFT	\$ _____	\$ _____
A2050	61105-0000	VALVE BOX	1	EACH	\$ _____	\$ _____
A2100	61108-3000	ADJUST WATER METER	1	EACH	\$ _____	\$ _____

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:NM FTNP/NPS BAND 910(1)

Project Name:Tsankawi and Frey ParkingLots

A2150	61114-1500	WATER SYSTEM ACCESSORY, TIE-IN (CONNECT TO EXISTING)	3	EACH	\$ _____	\$ _____
A2200	61501-0200	SIDEWALK, COLORED CONCRETE (4-INCH DEPTH)	195	SQYD	\$ _____	\$ _____
A2250	61501-0200	SIDEWALK, COLORED CONCRETE (6-INCH DEPTH)	375	SQYD	\$ _____	\$ _____
A2300	61503-1000	MEDIAN, CONCRETE (COLORED, 10-INCH DEPTH)	15	SQYD	\$ _____	\$ _____
A2350	61504-1000	ACCESSIBILITY RAMP, CONCRETE (COLORED)	28	SQYD	\$ _____	\$ _____
A2400	61901-0550	FENCE, BARB-LESS WIRE	610	LNFT	\$ _____	\$ _____
A2450	61901-2250	FENCE, RAIL (WOOD RAIL)	450	LNFT	\$ _____	\$ _____
A2500	61902-2100	GATE, METAL, 30 FEET WIDTH (AUTOMATIC)	1	EACH	\$ _____	\$ _____
A2550	62201-0200	DUMP TRUCK, 8 CUBIC YARD MINIMUM CAPACITY	20	HOUR	\$ _____	\$ _____
A2600	62201-2050	ROLLER	20	HOUR	\$ _____	\$ _____
A2650	62201-2750	MOTOR GRADER	20	HOUR	\$ _____	\$ _____
A2700	62301-0000	GENERAL LABOR	50	HOUR	\$ _____	\$ _____
A2750	62302-1000	SPECIAL LABOR, HIRED TECHNICAL SERVICES	20	HOUR	\$ _____	\$ _____
A2800	62302-1100	SPECIAL LABOR, HIRED SURVEY SERVICES	50	HOUR	\$ _____	\$ _____

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:NM FTNP/NPS BAND 910(1)

Project Name:Tsankawi and Frey ParkingLots

A2850	62303-1000	SPECIAL LABOR, HIRED TECHNICAL SERVICES (BIOLOGIST)	ALL	LPSM	\$ _LPSM_	\$ _____
A2900	62405-0300	PLACING CONSERVED TOPSOIL, 4-INCH DEPTH	5,100	SQYD	\$ _____	\$ _____
A2950	62511-2000	SEEDING, HYDRAULIC METHOD (GOV. FURNISHED SEED)	5,100	SQYD	\$ _____	\$ _____
A3000	62516-2000	MULCHING, HYDRAULIC METHOD	5,100	SQYD	\$ _____	\$ _____
A3050	62901-0600	ROLLED EROSION CONTROL PRODUCT, TYPE 2.B	1,400	SQYD	\$ _____	\$ _____
A3100	63301-0000	SIGN SYSTEM	9	EACH	\$ _____	\$ _____
A3150	63301-1000	SIGN SYSTEM, GOVERNMENT FURNISHED SIGN	6	EACH	\$ _____	\$ _____
A3200	63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID	6,500	LNFT	\$ _____	\$ _____
A3250	63405-0500	PAVEMENT MARKINGS, TYPE B, TURN ARROW	1	EACH	\$ _____	\$ _____
A3300	63405-0600	PAVEMENT MARKINGS, TYPE B, STRAIGHT/TURN ARROW COMBINATION	1	EACH	\$ _____	\$ _____
A3350	63405-0850	PAVEMENT MARKINGS, TYPE B, ACCESSIBILITY SYMBOL	4	EACH	\$ _____	\$ _____
A3400	63502-0600	TEMPORARY TRAFFIC CONTROL, BARRICADE TYPE 3	6	EACH	\$ _____	\$ _____
A3450	63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM	50	EACH	\$ _____	\$ _____
A3500	63502-3900	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN	15	EACH	\$ _____	\$ _____

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:NM FTNP/NPS BAND 910(1)

Project Name:Tsankawi and Frey ParkingLots

A3550	63503-1000	TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE	1,700	LNFT	\$_____	\$_____
A3600	63610-1600	CONDUIT, 2-INCH, PVC	4,000	LNFT	\$_____	\$_____
A3650	63621-1000	UTILITY BOX, PULLBOX	15	EACH	\$_____	\$_____
A3700	63622-0000	UTILITY TRENCH	1,250	LNFT	\$_____	\$_____
A3750	63640-0600	RELOCATE COMMUNICATION LINE	ALL	LPSM	\$__LPSM__	\$_____
A3800	63640-0700	RELOCATE ELECTRICAL LINE	ALL	LPSM	\$__LPSM__	\$_____
A3850	64620-0600	REMOVE AND RESET TRASH RECEPTACLE	1	EACH	\$_____	\$_____
<div>Submitted by:_____</div> <div>Schedule Total:_____</div>						

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)



I, \_\_\_\_\_ (name), certify that I am the  
\_\_\_\_\_, \_\_\_\_\_ (title), of the limited liability company

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.

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**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)

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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)

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

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**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)

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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)

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

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**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.

## BUY AMERICAN ACT- CONSTRUCTION MATERIALS

It is understood and agreed that the materials and components listed in Subparts 25.1 and 25.2 of the FAR are a part of this contract and are deemed to be Domestic Construction Material for the purposes of this contract.

### NOTE TO CONTRACTOR:

The following information and any applicable supporting data is required for evaluation of requests under FAR Clause 52.225-9 Paragraph (c) & (d) and FAR Provision 52.225-10 Paragraph (b).

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

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

## HAZARDOUS MATERIALS

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data - Alternate I, the apparent low bidder must submit prior to award a Material Safety Data Sheet (MSDS) for all hazardous materials that the bidder identifies in paragraph (b) of the FAR clause and defined under the latest version of Federal Standard No. 313.

Hazardous Material	Identification Number

## 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.

<b>BID BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	<b>OMB Control Number: 9000-0045</b> <b>Expiration Date: 8/31/2025</b>
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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 9000-0045. 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 (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i> STATE OF INCORPORATION
SURETY(IES) <i>(Name and business address)</i>	

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE 20%	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER 6982AF22B000022
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
	3	000	000	00	FOR <i>(Construction, Supplies or Services)</i>	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.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

**INDIVIDUALSURETY(IES)**

SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) <i>(Typed)</i>	1.	2.

**CORPORATE SURETY(IES)**

<b>SURETY A</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & 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."





FEDERAL HIGHWAY ADMINISTRATION  
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

**BIDDER'S INFORMATION**

INSTRUCTIONS: Answer all questions on this form inserting "none" or "not applicable" where appropriate. If more space is required attach additional sheets. Return the signed, dated and completed form with the bid to the address shown in the invitation for bids on or before the time set for bid opening. The prospective bidder shall provide any additional information requested by the Government during evaluation of the bids.

If the prospective bidder is a joint venture or general partnership, a separate Bidder's Qualifications form shall be provided individually for each joint venture participant or partner.

1. Name and address of business:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Unique Entity ID (See FAR Provision 52.204-6) \*

\_\_\_\_\_  
Street

\_\_\_\_\_  
Home Office Congressional District (Insert District #) \*

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\* Necessary for Government reporting purposes only.

\_\_\_\_\_  
County

\_\_\_\_\_  
Telephone Number (Include Area Code)

\_\_\_\_\_  
Fax Number (Include Area Code)

\_\_\_\_\_  
E-mail address

2. a. Type of organization (check appropriate box):

☐ Individual

☐ Non-profit organization

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Incorporated in: \_\_\_\_\_

If a Foreign entity:

☐ Individual

☐ Non-profit organization

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Registered in: \_\_\_\_\_

b. Size and type of Business Concern (check appropriate boxes):

☐ Large Business Concern

☐ Small Disadvantaged Business Concern

☐ Emerging Small Business

☐ Small Business Concern

☐ Women-Owned Small Business

☐ SBA 8(a) Certified

☐ HUB Zone Business Concern

☐ Veteran Owned Business Concern

☐ Service-Disabled Veteran-Owned Business Concern

## 3. If a joint venture or general partnership:

- a. Provide the name under which the project will be bid, the home office address, and name of the principal who will represent the company with regard to this project if different from "1." above.

Principal

Business Name

Street

City State Zip Code

- b. Provide the name and home office addresses of each of the joint venture partners; indicate which partner is the sponsoring partner. Attach a separate sheet for additional partners.

Sponsoring Partner

Other Partner

Street

Street

City State Zip Code

City State Zip Code

## 4. Date organization established: \_\_\_\_\_

## 5. Name of succeeded business, if any: \_\_\_\_\_

## 6. How many years have you been in business as:

- a. General contractor \_\_\_ years.  
b. Subcontractor \_\_\_ years.

## 7. a. Furnish the following information concerning the owner, partners, officers and directors:

Name	Title	Percent of Business Owned	Years of Business Experience	
			Contracting	Other

- b. Attach resumes of these key personnel as well as the on-site project manager(s) and superintendent(s), and specifically identify the following:
- Present position, responsibility, and length of employment.
  - Amount and type of construction experience.
  - Amount and type of highway construction experience, including position, responsibility, and a brief project description of each period of employment.
  - Formal education and training, professional or technical registrations or licenses.

## 8. a. Contracts in force. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, and Contact Name, Email and Telephone #	Scope of Work Performed	Contract Amount	Estimated Completion Date	Name of Surety

b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet.

9. a. List up to five of the largest jobs you have completed in the last five years which are similar in project work scope to this project. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, Contact Name, Email and Telephone #	Scope of Work Performed	Original and Final Contract Amounts	Original and Final Completion Dates	Names of On-site Project Manager and Superintendent	Name of Surety

b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet

### **Solicitation Provisions**

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2007)**

**52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation. (JAN 2017)**

**52.204-7 System for Award Management. (OCT 2018)**

**52.204-8 Annual Representations and Certifications. (MAY 2022)**

**52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)**

**52.204-17 Ownership or Control of Offeror (AUG 2020)**

**52.204-20 Predecessor or Offeror (AUG 2020)**

**52.204-22 Alternative Line Item Proposal (JAN 2017)**

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

**52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)**

**52.209-5 Certification Regarding Responsibility Matters. (AUG 2020)**

**52.209-7 Information Regarding Responsibility Matters (OCT 2018)**

**52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)**

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

**52.211-6 Brand Name or Equal. (AUG 1999)**

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this

solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(e) The following items have been identified as a “brand name or equal” product in this solicitation:

Section 711.05 Concrete Coloring Agents  
Section 725.19 Weathering Agent

Refer to the plans or specifications for the salient physical, function, or performance characteristics for the above referenced items.

(End of provision)

**52.214-3 Amendments to Invitations for Bids. (DEC 2016)**

**52.214-4 False Statements in Bids. (APR 1984)**

**52.214-5 Submission of Bids. (DEC 2016)**

**52.214-6 Explanation to Prospective Bidders. (APR 1984)**

**52.214-7 Late Submissions, Modifications, and Withdrawals of Bids. (NOV 1999)**

**52.214-18 Preparation of Bids - Construction. (APR 1984)**

**52.214-19 Contract Award - Sealed Bidding - Construction. (AUG 1996)**

**52.214-31 Facsimile Bids (DEC 1989)**

**52.214-34 Submission of Offers in the English Language. (APR 1991)**

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

**52.215-5 Facsimile Proposals. (OCT 1997)**

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

(End of provision)

**52.222-5 Construction Wage Rate Requirements Secondary Site of the Work. (MAY 2014)**

**52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Goals for Minority Participation for Each Trade</b>	<b>Goals for Female Participation for Each Trade</b>
<b><i>45.9% - Santa Fe, NM</i></b> <b><i>45.9% - Los Alamos, NM</i></b>	<b><i>6.9%</i></b>

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled Affirmative Action Compliance Requirements for Construction, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address, and telephone number of the subcontractor; (2)

Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is Santa Fe and Los Alamos Counties, NM.

(End of provision)

**52.222-38 Compliance with Veterans' Employment Reporting Requirements. (FEB 2016)**

**52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation (DEC 2016)**

**52.225-10 Notice of Buy American Requirement—Construction Materials (MAY 2014)**

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan--Certification. (AUG 2009)**

**52.228-1 Bid Guarantee. (SEP 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 twenty (20%) percent of the bid price or \$3,000,000.00, 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.

**52.233-2 Service of Protest. (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

***Mr. Joseph Wilson  
Contracting Officer  
Federal Highway Administration  
12300 West Dakota Avenue, Suite 360  
Lakewood, Colorado 80228***

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**52.236-27 Site Visit (Construction). (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting: No organized site visit will be held.

(End of provision)

**52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far>

(End of provision)

**52.252-3 Alterations in Solicitation. (APR 1984)**

Portions of this solicitation are altered as follows:

**Included FAR 52.211-6(e)**

(End of provision)

## **Contract Clauses**

**52.202-1 Definitions. (JUN 2020)**

**52.203-3 Gratuities. (APR 1984)**

**52.203-5 Covenant Against Contingent Fees. (MAY 2014)**

**52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020)**

**52.203-7 Anti-Kickback Procedures. (JUN 2020)**

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

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)**

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)**

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

**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:

General Fraud	<a href="https://www.oig.dot.gov/sites/default/files/files/OIG-generic-2.pdf">https://www.oig.dot.gov/sites/default/files/files/OIG-generic-2.pdf</a>
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(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.

(End of clause)

**52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (JUN 2020)**

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

**52.204-1 Approval of Contract (DEC 1989)**

This contract is subject to the written approval of the *Acquisitions Branch Chief* and shall not be binding until so approved.

(End of Clause)

**52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)**

**52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)**

**52.204-13 System for Award Management Maintenance. (OCT 2018)**

**52.204-14 Service Contract Reporting Requirements (OCT 2016)**

**52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)**

**52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)**

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)**

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)**

**52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)**

**52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984) Alternate I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within ten (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 {Refer to Subsection 108.01 of the SCRs}. 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 February 14, 2023. 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.

(End of clause)

**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 FP-14 section 108) for each calendar day of delay until the work is completed or accepted.

(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.

(End of clause)

**52.211-13 Time Extensions. (SEP 2000)**

**52.211-18 Variation in Estimated Quantity. (APR 1984)**

**52.214-26 Audit and Records – Sealed Bidding. (JUN 2020)**

**52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding. (JUN 2020)**

**52.214-28 Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding. (JUN 2020)**

**52.219-3, Notice of Hubzone Set-Aside or Sole Source Award (SEP 2021)**

**52.219-8 Utilization of Small Business Concerns (OCT 2018)**

**52.219-14 Limitations on Subcontracting (SEP 2021)**

**52.219-28 Post-Award Small Business Program Rerepresentation. (SEP 2021)**

**52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)**

**52.222-3 Convict Labor. (JUN 2003)**

**52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (MAY 2018)**

**52.222-6 Construction Wage Rate Requirements. (AUG 2018)**

**52.222-7 Withholding of Funds. (MAY 2014)**

**52.222-8 Payrolls and Basic Records. (JUL 2021)**

**52.222-9 Apprentices and Trainees. (JUL 2005)**

**52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)**

**52.222-11 Subcontracts (Labor Standards). (MAY 2014)**

**52.222-12 Contract Termination - Debarment. (MAY 2014)**

**52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)**

**52.222-14 Disputes Concerning Labor Standards. (FEB 1988)**

**52.222-15 Certification of Eligibility. (MAY 2014)**

**52.222-21 Prohibition of Segregated Facilities. (APR 2015)**

**52.222-26 Equal Opportunity. (SEP 2016)**

**52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)**

**52.222-35 Equal Opportunity for Veterans. (JUN 2020)**

**52.222-36 Affirmative Action 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)**

**52.222-50 Combating Trafficking in Persons (NOV 2021)**

**52.222-54 Employment Eligibility Verification (MAY 2022)**

**52.222-55 Minimum Wages Under Executive Order 13658 (JAN 2022)**

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

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)**

**52.223-3 Hazardous Material Identification and Material Safety Data. (FEB 2021)**

**52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)**

**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (JUN 2020)**

**52.223-21 Foams (JUN 2016)**

**52.224-1 Privacy Act Notification. (APR 1984)**

**52.224-2 Privacy Act. (APR 1984)**

**52.225-9 Buy American-Construction Materials (NOV 2021)**

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” 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.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a 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.

*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 55 percent of the cost of all its components. 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.

*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.

(b) Domestic preference.

(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 materials, excluding COTS fasteners. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

**None**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material 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;

(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)(3) 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)(3)(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

<b>Construction material description</b>	<b>Unit of measure</b>	<b>Quantity</b>	<b>Price (dollars) *</b>
<i>Item 1</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			
<i>Item 2</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of Clause)

**52.227-1 Authorization and Consent. (JUN 2020)**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (JUN 2020)**

**52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)**

**52.228-2 Additional Bond Security. (OCT 1997)**

**52.228-5 Insurance - Work on a Government Installation. (JAN 1997)**

**52.228-11 Pledges of Assets. (FEB 2021)**

**52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)**

**52.228-14 Irrevocable Letter of Credit (Nov 2014)**

**52.228-15 Performance and Payment Bonds - Construction. (JUN 2020)**

**52.229-3 Federal, State, and Local Taxes. (FEB 2013)**

**52.232-5 Payments under Fixed-Price Construction Contracts. (MAY 2014)**

**52.232-17 Interest. (MAY 2014)**

**52.232-23 Assignment of Claims. (MAY 2014)**

**52.232-27 Prompt Payment For Construction Contracts. (JAN 2017)**

**52.232-33 Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)**

**52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)**

**52.233-1 Disputes. (MAY 2014) - Alternate I (DEC 1991)**

**52.233-3 Protest after Award. (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

**52.236-2 Differing Site Conditions. (APR 1984)**

**52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)**

**52.236-4 Physical Data. (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by:

- 1) **Hydraulics Report, Tsankawi Parking Lot, NM FTNP-NPS BAND 910(1), Federal Highway Administration, Central Federal Lands Highway Division, Bandelier National Monument, National Park Service, NPS PMIS #240232, Santa Fe County, New Mexico, November 20, 2021**

(b) Weather conditions **Contact National Weather Service.**

(c) Transportation facilities – N/A

d) Land XML Data file (upon request)  
(End of clause)

**52.236-5 Material and Workmanship. (APR 1984)**

**52.236-6 Superintendence by the Contractor. (APR 1984)**

**52.236-7 Permits and Responsibilities. (NOV 1991)**

**52.236-8 Other Contracts. (APR 1984)**

**52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)**

**52.236-10 Operations and Storage Areas. (APR 1984)**

**52.236-11 Use and Possession Prior to Completion. (APR 1984)**

**52.236-12 Cleaning Up. (APR 1984)**

**52.236-13 Accident Prevention. (NOV 1991)**

**52.236-15 Schedules for Construction Contracts. (APR 1984)**

**52.236-17 Layout of Work. (APR 1984)**

**52.236-21 Specifications and Drawings for Construction. (FEB 1997)**

**52.236-26 Preconstruction Conference. (FEB 1995)**

**52.242-13 Bankruptcy. (JUL 1995)**

**52.242-14 Suspension of Work. (APR 1984)**

**52.243-4 Changes. (JUN 2007)**

**52.243-6 Change Order Accounting. (APR 1984)**

**52.244-6 Subcontracts for Commercial Items (JAN 2022)**

**52.245-1 Government Property (SEP 2021) - Alternate I (APR 2012)**

**52.245-9 Use and Charges. (APR 2012)**

**52.246-12 Inspection of Construction. (AUG 1996)**

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)**

**52.248-3 Value Engineering - Construction. (OCT 2020)**

**52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012) - Alternate I (SEP 1996)**

**52.249-10 Default (Fixed-Price Construction). (APR 1984)**

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

(End of clause)

**52.252-4 Alterations in Contract. (APR 1984)**

Portions of this contract are altered as follows: **NONE**

(End of clause)

**52.253-1 Computer Generated Forms. (JAN 1991)**

**1252.223-71 Accident and Fire Reporting. (APR 2005)**

(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) above 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 by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission 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) above 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.

(End of clause)

**1252.223-73 Seat Belt Use Policies and Programs. (APR 2005)**

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 *Buckle Up America* section of NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees.

NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

(End of clause)

**1252.228-73 Notification of Miller Act Payment Bond Protection. (APR 2005)**

This notice clause shall be inserted by first tier subcontractors in all their subcontracts and shall contain information pertaining to the surety that provided the payment bond under the prime contract.

(a) The prime contract is subject to the Miller Act, (40 U.S.C. 3131 et al), 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 Miller Act for amounts owned for work performed and materials delivery under the prime contract.

(b) Persons believing that they have legal remedies under the Miller Act 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:

**On File with FHWA - Construction  
12300 West Dakota Avenue, Suite 210  
Lakewood, Colorado 80228**



(End of clause)

**1252.242-72 Dissemination of Contract Information. (OCT 1994)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

**1252.242-73 Contracting Officer's Technical Representative. (OCT 1994)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) 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 COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of clause)

**POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

**Contractor Performance Evaluations**

- 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, whose decision is final.
- 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.

(End of Clause)

"General Decision Number: NM20220037 02/25/2022

Superseded General Decision Number: NM20210037

State: New Mexico

Construction Type: Highway

Counties: Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos and Union Counties in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

\* SUNM2011-005 08/26/2011

	Rates	Fringes
<b>CARPENTER (Includes Form Work)</b>		
Cibola, Rio Arriba.....	\$ 14.27 **	0.44
Guadalupe, Los Alamos, Colfax, Harding, Quay, Taos, Union.....	\$ 13.84 **	0.44
McKinley.....	\$ 13.51 **	0.44
Mora.....	\$ 14.44 **	0.44
San Miguel.....	\$ 13.93 **	0.44
<b>CEMENT MASON/CONCRETE FINISHER</b>		
Cibola.....	\$ 15.58	0.26
Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Union.....	\$ 15.07	0.26
Rio Arriba, San Miguel.....	\$ 15.58	1.54
Taos.....	\$ 14.98 **	0.26
<b>ELECTRICIAN (Including Traffic Signal Installation)....</b>	<b>\$ 24.66</b>	<b>8.56</b>
<b>HIGHWAY/PARKING LOT STRIPING:</b>		
Includes Highway Line/Parking Lot Line Striping and Line Striping Truck Driver		
Cibola.....	\$ 13.66 **	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....	\$ 15.16	0.35
McKinley.....	\$ 14.55 **	0.35
Quay.....	\$ 16.37	0.26
San Miguel.....	\$ 15.31	0.35
<b>INSTALLER: (Guardrails, Handrails and Signs)</b>		
Cibola.....	\$ 12.35 **	0.35
Colfax.....	\$ 11.68 **	0.35
Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.37 **	0.35
Quay.....	\$ 12.00 **	0.35

<https://sam.gov/wage-determination/NM20220037/1>

IRONWORKER, REINFORCING		
Cibola.....	\$ 23.05	1.54
Colfax, Guadalupe, Harding, Los Alamos, Mora, Quay, San Miguel, Taos, Union.....	\$ 21.57	4.80
McKinley.....	\$ 22.44	5.85
Rio Arriba.....	\$ 21.98	6.03
IRONWORKER, STRUCTURAL.....	\$ 21.77	6.03
LABORER		
Asphalt Raker.....	\$ 14.39 **	0.35
Common or General		
Cibola.....	\$ 12.27 **	0.35
Colfax.....	\$ 9.60 **	0.35
Guadalupe, Los Alamos.....	\$ 11.83 **	0.35
Harding.....	\$ 11.57 **	0.35
McKinley.....	\$ 11.22 **	0.35
Mora.....	\$ 11.34 **	0.35
Quay.....	\$ 12.15 **	0.35
Rio Arriba.....	\$ 12.28 **	0.35
San Miguel.....	\$ 12.56 **	0.35
Taos.....	\$ 12.61 **	0.35
Union.....	\$ 10.89 **	0.35
Flagger/Cone Setter		
Cibola.....	\$ 13.14 **	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.15 **	0.99
McKinley.....	\$ 11.66 **	0.35
Quay.....	\$ 12.21 **	0.26
Grade Checker.....	\$ 14.67 **	1.60
MasonTender-		
Brick/Cement/Concrete		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, San Miguel, Taos, Union.....	\$ 13.04 **	1.78
Rio Arriba.....	\$ 13.33 **	1.97
Pipelayer.....	\$ 16.99	0.35
PAINTER (Brush, Roller and Spray)		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos, Union.....	\$ 15.06	0.44
McKinley.....	\$ 14.15 **	0.44
POWER EQUIPMENT OPERATOR:		
Asphalt/Concrete Paver, Laydown Machine, and Plant..	\$ 16.43	1.51
Backhoe/Excavator/Trackhoe		
Cibola, Colfax, Guadalupe, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 16.80	0.26
Harding.....	\$ 20.74	0.26
McKinley.....	\$ 16.70	0.26
Quay.....	\$ 16.27	0.26
Bobcat/Skid Loader.....	\$ 18.06	0.26
Broom Operator.....	\$ 15.72	0.26
Bulldozer		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 14.97 **	0.26
Quay.....	\$ 14.89 **	0.26
Crusher.....	\$ 16.53	0.26
Distributor.....	\$ 14.50 **	0.26
Forklift.....	\$ 17.16	0.26
Grader/Blade		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 17.48	0.26
Quay.....	\$ 19.50	0.26
Loader (Front End)		
Cibola, Guadalupe, Los Alamos, Rio Arriba, San Miguel, Taos, Union.....	\$ 16.27	0.26
Colfax.....	\$ 15.72	0.26
Harding.....	\$ 19.37	0.26
McKinley.....	\$ 16.13	0.26
Mora.....	\$ 16.21	0.26
Quay.....	\$ 16.10	0.26
Mechanic.....	\$ 17.48	0.26
Milling Machine.....	\$ 16.89	0.26
Oiler.....	\$ 14.29 **	0.26
Piledriver		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union....	\$ 15.87	0.26
McKinley.....	\$ 14.95 **	0.26
Quay.....	\$ 15.99	0.26
Roller (Asphalt and Dirt)		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 14.39 **	0.98
McKinley.....	\$ 16.49	0.26
Quay.....	\$ 14.74 **	0.26
Rotomill.....	\$ 15.80	0.26
Scraper.....	\$ 15.91	0.26
Screed.....	\$ 15.96	0.26
Tractor.....	\$ 16.84	0.26
Trencher.....	\$ 16.26	0.26

TRUCK DRIVER		
Distributor.....	\$ 13.56 **	0.26
Dump Truck		
Cibola, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....	\$ 14.75 **	0.26
Colfax, San Miguel.....	\$ 13.24 **	0.26
McKinley.....	\$ 13.15 **	0.26
Quay.....	\$ 15.20	0.26
Flatbed Truck		
Cibola.....	\$ 12.71 **	0.26
Colfax, Guadalupe, Harding, Los Alamos, Mora, Taos, Union.....	\$ 13.27 **	0.26
McKinley.....	\$ 13.55 **	0.26
Quay, San Miguel.....	\$ 13.30 **	0.26
Rio Arriba.....	\$ 12.95 **	0.26
Pickup and Pilot Car.....	\$ 12.74 **	0.26
Semi-Trailer Truck.....	\$ 16.58	0.26
Tractor Haul Truck.....	\$ 14.00 **	
Water Truck.....	\$ 13.13 **	0.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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.doi.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: NM20220034 02/25/2022

Superseded General Decision Number: NM20210034

State: New Mexico

Construction Type: Highway

County: Santa Fe County in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>Executive Order 14026 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$15.00 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 2022.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>Executive Order 13658 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ELEC0611-003 07/01/2014

	Rates	Fringes
ELECTRICIAN (Boom Operator).....	\$ 29.79	12.74

\* SUNM2011-002 08/25/2011

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 13.88 **	0.44
CEMENT MASON/CONCRETE FINISHER...	\$ 14.60 **	0.26
ELECTRICIAN (Includes Traffic Signalization and Installation).....	\$ 25.06	8.56
HIGHWAY/PARKING LOT STRIPING: Includes Highway Line/Parking Lot Line Striping and Line Striping Truck Driver.....	\$ 14.75 **	0.35
IRONWORKER, REINFORCING.....	\$ 22.44	5.85
LABORER		
Common or General.....	\$ 11.21 **	0.35
Flagger/Cone Setter.....	\$ 13.55 **	0.35
Mason Tender- Cement/Concrete.....	\$ 10.25 **	0.35
Pipelayer.....	\$ 17.13	5.04
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe..	\$ 17.20	0.26
Bobcat/Skid Loader.....	\$ 12.00 **	0.26
Broom/Sweeper.....	\$ 16.67	1.57
Grader/Blade.....	\$ 17.64	1.51
Loader (Front End).....	\$ 16.43	0.26
Mechanic.....	\$ 23.24	1.51
Oiler.....	\$ 22.08	8.72
Piledriver.....	\$ 15.73	0.26
Roller (Asphalt and Dirt)...	\$ 16.27	1.51
Trencher.....	\$ 15.22	0.26
TRUCK DRIVER		
Dump Truck.....	\$ 15.04	0.26
Flatbed Truck.....	\$ 13.51 **	0.26
Pickup Truck.....	\$ 12.95 **	0.26

Water Truck.....\$ 12.96 \*\* 0.26

D-6

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\*\*\*\*  
 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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-----  
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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### ----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:



- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

NM FTNP/NPS BAND 910(1)  
Tsankawi and Frey Parking Lots  
NPS PMIS #240232 & 240227

## **SPECIAL CONTRACT REQUIREMENTS**

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.



08/22/2022

## Section 101. – TERMS, FORMAT, AND DEFINITIONS

### 101.03 Abbreviations.

#### (a) Acronyms. Add the following:

**EEBACS** — Engineer's Estimating, Bidding, Award, and Construction System

**EXID** – Excavation/fill/soil disturbance permit through LANL

**GSA** – General Services Administration

**LANL** – Los Alamos National Lab

**NMDOT** – New Mexico Department of Transportation

**NPS** – National Park Service

#### (b) US Customary abbreviations and symbols. Delete the text and substitute the following:

<b>°F</b>	— degrees Fahrenheit	temperature
<b>A</b>	— ampere	electric current
<b>ac.</b>	— acre	area
<b>BTU</b>	— British Thermal Unit	energy
<b>cu. in. or in<sup>3</sup></b>	— cubic inches	volume
<b>cu. ft., cf, ft<sup>3</sup> or CUFT</b>	— cubic feet	volume
<b>cu. yd., cy, yd<sup>3</sup> or CUYD</b>	— cubic yards	volume
<b>D</b>	— day	time
<b>deg. or °</b>	— degree	plane angle
<b>Fc</b>	— foot-candles	luminous intensity
<b>fl. oz.</b>	— fluid ounces	volume
<b>ft. or '</b>	— foot or feet	length
<b>gal. or GAL</b>	— gallon	volume
<b>H</b>	— Henry	inductance
<b>hr. or HR</b>	— hour	time
<b>Hz</b>	— hertz (s <sup>-1</sup> )	frequency
<b>in. or "</b>	— inch or inches	length
<b>K</b>	— kelvin	temperature
<b>lb or LB, lbs</b>	— pound, pounds	mass
<b>Lbf</b>	— pound-force	force
<b>lnft or LNFT</b>	— linear foot	length
<b>mi.</b>	— miles	length
<b>min. or m</b>	— minute	time
<b>min. or '</b>	— minute	plane angle
<b>oz.</b>	— ounces	mass
<b>Psi</b>	— pounds/square inch	pressure
<b>Q</b>	— cubic feet/second	flow rate
<b>sec. or s</b>	— second	time

<b>sec.</b> or <b>"</b>	— second	plane angle
<b>sq. in.</b> or <b>in<sup>2</sup></b>	— square inches	area
<b>sq. ft., sf, ft<sup>2</sup></b> or <b>SQFT</b>	— square feet	area
<b>sq. yd., sy, yd<sup>2</sup></b> or <b>SQYD</b>	— square yards	area
<b>T</b>	— short ton (2000 lbs)	mass
<b>V</b>	— volt (W/A)	electric potential
<b>W</b>	— watt (J/s)	power
<b>yd</b> or <b>YD</b>	— yard or yards	length
<b>Ω</b>	— ohm V/A	electric resistance

**(c) Metric unit abbreviations and symbols.** Delete the text and substitute the following:

<b>A</b>	— ampere	electric current
<b>Cd</b>	— candella	luminous intensity
<b>°C</b>	— degree Celsius	temperature
<b>D</b>	— day	time
<b>deg.</b> or <b>°</b>	— degree	plane angle
<b>g</b> or <b>gram</b>	— gram	mass
<b>H</b>	— Henry	inductance
<b>Ha</b>	— hectare	area
<b>hr.</b> or <b>HR</b>	— hour	time
<b>Hz</b>	— hertz (s <sup>-1</sup> )	frequency
<b>J</b>	— Joule (N·m)	energy
<b>K</b>	— kelvin	temperature
<b>Kg</b>	— kilogram	mass
<b>L</b>	— liter	volume
<b>Lx</b>	— lux	illuminance
<b>M</b>	— meter	length
<b>mm</b>	— millimeter	length
<b>m<sup>2</sup></b>	— meter squared	area
<b>m<sup>3</sup></b>	— cubic meter	volume
<b>min.</b> or <b>m</b>	— minute	time
<b>min.</b> or <b>'</b>	— minute	plane angle
<b>N</b>	— Newton (kg·m/s <sup>2</sup> )	force
<b>Pa</b>	— Pascal (N/m <sup>2</sup> )	pressure
<b>sec.</b> or <b>s</b>	— second	time
<b>sec.</b> or <b>"</b>	— second	plane angle
<b>T</b>	— metric ton	Mass
<b>V</b>	— volt (W/A)	electric potential
<b>W</b>	— watt (J/s)	Power
<b>Ω</b>	— ohm V/A	electric resistance

**101.04 Definitions.**

Add the following:

**EEBACS** — Engineer’s Estimating, Bidding, Award, and Construction System. A web-based system used by the Government, Construction Contractors, and Subcontractors on this Government contract to prepare “*Inspector’s Daily Record of Construction Operations*” (*Contractors Daily Reports*) and measurement notes (pay notes and field measurement documentation).

**Subcontractor** Delete the text and substitute the following:

**Subcontractor** – An individual or legal entity with which the Contractor sublets part of the work. This includes subcontractors and material suppliers at any tier.

**Substantial Completion** Add the following:

For parking lot work, the point at which pavement structure, curbs, sidewalks, drainage, permanent signing and markings, fence and gate, utility, and grading work is complete.

Add the following:

**Intersection Project** — A roadway intersection improvement project designed, funded and constructed by the Los Alamos National Laboratory (LANL) and the New Mexico Department of Transportation (NMDOT) at the intersection of East Jemez Road and New Mexico 4 (NM-4) highway directly adjacent to the Project.

**Section 105. — CONTROL OF MATERIAL****105.01 Source of Supply and Quality Requirements.** Add the following:

Materials containing petroleum-based solvents such as cutback asphalts and traffic paints may be restricted from use by local laws or ordinances in certain geographic areas. Upon presenting proof of such restrictions, alternate materials considered acceptable to the CO may be substituted for the materials specified in the contract.

Add the following:

Certify, according to Subsection 107.10 (d)(2), that sources of rock, sand, gravel, earth, subsoil, or other natural material imported into the project construction limits are noxious weed free.

**105.04 Storing and Handling Material.** Add the following after the third sentence of the second paragraph:

For Contractor-located, non-commercial staging, storing, and material handling areas, secure environmental clearances according to Subsection 107.10.

Add the following:

The Contractor may use the maintenance yard located approximately a ¼ mile east of the main Bandelier National Monument entrance off New Mexico 4 highway for a staging area, storage of materials, stockpiles, etc. See Plans for approximate dimensions of the area.

Use all products according to the manufacturer's recommendations for handling, storage, and disposal. Follow the requirements of FAR Clause 52.236-10 Operations and Storage Areas and FAR Clause 52.236-12 Cleaning Up. Maintain the staging and storage areas in a clean, neat, and orderly condition satisfactory to the CO.

Store construction materials within the limits indicated on the contract drawings. Properly store materials according to the applicable permit and the requirements in Section 107, 157, 203, 204, 624, and 625. Check the storage areas weekly and according to the applicable permit.

Store construction, building and waste materials, and containers in designated areas indoors or protect with a suitable covering.

Submit a site map showing the material storage and stockpile locations at least 14 calendar days prior to the start of construction activities.

Keep the manufacturer's MSDS, an inventory of the material, and emergency numbers near the storage area. Take appropriate measures to ensure that incompatible chemicals are not stored next to each other.

**Section 106. — ACCEPTANCE OF WORK**

**106.01 Conformity with Contract Requirements.** Delete (a) and (b) and substitute the following:

**(a) Disputing Government test results.** If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:

- (1) Sampling method
- (2) Number of samples
- (3) Sample transport
- (4) Test procedures
- (5) Testing laboratories
- (6) Reporting
- (7) Estimated time and costs
- (8) Validation process

**(b) Alternatives to removing and replacing non-conforming work.** As an alternative to removal and replacement, the Contractor may submit a written request to:

- (1) Have the work accepted at a reduced price; or
- (2) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

Add the following after (b):

The number of significant figures used in the calculations will be according to ASTM E 29, absolute method.

Where sample/testing procedures make reference to AASHTO, ASTM, or other standards (designated as FLH T), the procedure as modified in the Materials Manual shall govern. Where the specifications make reference to AASHTO Test T11, “Procedure B - Washing Using a Wetting Agent” shall be the procedure followed.

Where the specifications make reference to AASHTO Test T310, “Direct Transmission Method of In-Place Nuclear Density and Moisture Content” shall be the procedure followed.

**106.02 Visual Inspection.** Delete the Subsection and substitute the following:

**106.02 Visual Inspection.** Acceptance is based on visual inspection of the work for compliance with the contract requirements. In the absence of specific contract requirements or tolerances, use prevailing industry standards.

**106.03 Certification.** Add the following after the second paragraph:

See Table 106-3 for schedule for full or partial acceptance by material certification. Submit certification and sample of material for testing as required.

Delete the third paragraph and substitute the following:

Check certifications before incorporating the material into the work to ensure that the requirements of the contract have been met. Mark the certifications with the following information:

- Project number and name;
- Pay item number and description;
- Contractor signed certification stating “to the best of our knowledge the materials certified by the attached certification represent the materials incorporated into the work of this contract”; and
- Date.

**Table 106-3 Schedule For Full or Partial Acceptance by Materials Certification.** Add Table 106-3 following Table 106-2.

**Table 106-3**  
**Schedule For Full or Partial Acceptance by Materials Certification**

Section	Description	Material	Material Property Or Specification	Frequency	
				Certification	Sample
302	Minor Crushed Aggregate	Crushed Aggregate	Source, Quality and Gradation	1 per source	1 per source
312	Dust Palliative	Calcium Chloride Magnesium Chloride, Lignosulfonate,	As specified	1 per shipment	First shipment
403	Asphalt Concrete	Aggregate Asphalt Mix	Source quality, Gradation, Stability, and Grade	1 per mix	1 per source
634 and 635	Permanent Pavement Markings,	634.02 as applicable, 635 as applicable	As specified	1 per source	-----



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Section	Description	Material	Material Property Or Specification	Frequency	
				Certification	Sample
	Temporary Traffic Control				
<b>701</b>	Hydraulic Cement	Portland Cement, Blended Hydraulic Cement, Masonry and Mortar Cement	AASHTO M 85, M 240, ASTM C 91 and ASTM C1392 as applicable	1 per shipment	1 per 100 tons
<b>702.01</b>	Asphalt Material	Asphalt Cement	AASHTO M 226 or M 320, as applicable	1 per shipment	1 per shipment
<b>702.02</b>	Asphalt Material	Emulsified Asphalt	AASHTO M 140 or M 208 as applicable	1 per shipment	1 per shipment
<b>702.03</b>	Asphalt Material	Asphalt Materials used for Damproofing and Waterproofing Concrete and Masonry Surfaces	As specified for each type of asphalt material	1 per shipment	-----
<b>702.05</b>	Antistrip	As specified	As applicable	1 per shipment	-----
<b>706</b>	Concrete and Plastic Pipe	As specified	As applicable	1 per shipment	-----
<b>707</b>	Metal Pipe	As specified	As applicable	1 per shipment	-----
<b>708</b>	Plastic Pipe	As specified	As applicable	1 per shipment	-----
<b>709</b>	Reinforcing and Prestressing Steel	As specified	As applicable	1 per shipment	For 709.01 submit 3, 1-yard (1-meter) bars of each size and grade of bar furnished.  709.02 submit 1 6-foot (2-meter) length for each size furnished
<b>710</b>	Fence and Guardrail	As specified	As applicable	1 per shipment	-----
<b>711</b>	Concrete Curing Material and Admixtures	As specified	As applicable	1 per material source per material type	-----
<b>712</b>	Joint Material (all)	As specified	As applicable	1 per shipment	-----
<b>713</b>	Roadside Improvement Materials (all)	As specified	As applicable	1 per shipment	-----

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Section	Description	Material	Material Property Or Specification	Frequency	
				Certification	Sample
<b>714</b>	Geosynthetic Material (all)	As specified	As applicable	1 per shipment	1 per project per type
<b>715</b>	Piling	As specified	As applicable	1 per shipment	-----
<b>716</b>	Material for Timber Structures	Timber and Hardware	As applicable	1 per shipment	-----
<b>717</b>	Structural Metal	As specified	As applicable	1 per shipment	717.01(e) minimum 6 per shipment for each size used.  717.10 1 per project
<b>718</b>	Traffic Signing and Marking Material (all)	As specified	As applicable	1 per shipment	-----
<b>719</b>	Paint	As specified	As applicable	1 per batch\lot	1 sample for quantities > 25 gallons (100L)
<b>720</b>	Structural Wall and Stabilized Embankment Material (all)	As specified	As applicable	1 per shipment per material type	-----
<b>721</b>	Electrical and Illumination Material (all)	As specified	As applicable	1 per shipment per material type	-----
<b>722</b>	Anchor Material	As specified	As applicable	1 per shipment per material type	-----
<b>725</b>	Miscellaneous materials	As specified	As applicable	1 per shipment per material type	-----

**Section 107. - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC****107.01 Laws to be Observed.** Add the following:**Section 401 and 404 of the Clean Water Act.**

Comply with the terms and conditions of any permits that authorize the discharge of dredged or fill material in waters of the U.S., including Section 404 permits and Section 401 water quality certifications.

The project is covered under a Nationwide Permit No. 42, a copy of which is in the Appendix. A copy of the individual water quality certification for the project is in the Appendix.

**National Pollutant Discharge Elimination System (NPDES)**

Comply with the requirements of New Mexico Construction General Permit (CGP); Permit No. NMR100000.

This permit is scheduled to expire on February 16, 2027. Amend the SWPPP and site plan when a new permit goes into effect to meet new permit conditions.

Allow 14 days from submittal of NOI to issuance of permit.

**(a) General.** Designate a qualified Erosion Control Supervisor according to Subsection 157.03.

Obtain a separate NPDES permit associated with industrial activity for any mobile asphalt and concrete plants that provide material for the project. Provide a copy of the permit and acknowledgement letter to the CO for their records.

**(b) Notice of Intent (NOI).** File a NOI as a primary operator if required or permitted. Provide a copy of the NOI and confirmation letter to the CO. The Government will also file a separate NOI if required and provide that information to the Contractor for inclusion in the SWPPP. Do not perform any ground disturbing activities including clearing, grubbing, or earthwork until an acknowledgement letter is received from the regulatory agency and the SWPPP has been approved and implemented.

Post all project authorization numbers near the entrance to the site and on the bulletin board.

**(c) Payment of Permit Fees.** Submit the appropriate permit fees and renewal fees required for both the Contractor and Government to the regulatory agency.

**(d) Notice of Termination (NOT).** File a NOT if the conditions listed in the CGP have been met or transfer the NOI to the maintaining agency when project has reached final acceptance.

### 107.02 Protection and Restoration of Property and Landscape.

Add the following at the end of this subsection:

The locations of the utilities shown in the plans have been certified to a Quality Level C according to the CFLHD Utility Data Quality Certification requirements:

<http://flh.fhwa.dot.gov/resources/row/cfl/documents/UtilityDataQualityLevelCertification.doc>

**Table 107-1  
Status of Utilities**

	Company	Utility Type	Contact Name	Phone Number	Status 1, 2, 3, or 4
1	LANL	Power	Alynn Montoya-Wiuff	505-695-5607	2 (service), 3 (guy-wire), 4 (pole)
2	Los Alamos County Public Utilities	Water (Tsankawi)	Dennis Segura	505-709-8131	2 (service), 4 (main)
3	NM Gas	Gas	Frank Aragon	505-473-7202	4
4	Lumen (CenturyLink)	Telephone / Fiber	Doug Dale	505-473-2194	2 (service), 4 (new service)
5	National Park Service	Sanitary Sewer	Joseph Gurule	505-672-3861 x1301	2 (adjust at Frey) 4 (Tsankawi)
6	National Park Service	Water (Frey)	Joseph Gurule	505-672-3861 x1301	4 (extension only, not in conflict)

**Status 1:** The utilities are in conflict with the project and REQUIRE relocation by OTHERS DURING construction.

**Status 2:** The utilities are in conflict with the project and REQUIRE relocation by the Contractor DURING construction.

**Status 3:** The utilities are in conflict with the project and REQUIRE relocation by others BEFORE construction.

**Status 4:** The utilities are located within the project rights of way but require NO relocation.

**107.05 Responsibility for Damage Claims.** Delete the first sentence of the third paragraph and substitute the following:

Before work begins, submit “*certificates of insurance*” certifying that the policies will not be changed or canceled until 30 days written notice has been given to the Government.

#### **107.10 Environmental Protection.**

**(a) Federal Water Pollution Control Act (Clean Water Act) 33 USC § 1251 et seq.** Add the following:

- (4) Do not ford running streams with construction equipment. Obtain approval from the CO to use temporary bridges or other structures whenever crossings are necessary.
- (5) Immediately clear ephemeral drainages, intermittent and perennial streams, lakes and reservoirs of all work items, debris or other obstructions placed by or resulting from construction operations.
- (6) Locate machinery servicing and refueling areas away from streambeds and washes to reduce the possibility and minimize the impacts of accidental spills or discharges.

**(b) Oil and hazardous substances.** Add the following to the end of the third paragraph:

Sand or soils are not approved absorbent materials.

Add the following to the end of the fourth paragraph:

Report the spill to the appropriate federal, state, and local authorities as required by the SPCC plan or hazardous spill plan.

**(c) Dirt, plant, and foreign material.** Add the following:

All vehicles and equipment entering the project area must be clean of noxious weeds and free from oil leaks and are subject to inspection. Wash all construction equipment to thoroughly remove all dirt, plant, and other foreign material prior to entering the project. Particular attention must be shown to the under carriage and any surface where soil containing exotic seeds may exist. Allow the CO to inspect each piece of equipment before entering the project. Provide the cleaning and inspection records to the CO. Equipment found operating on the project that has not been inspected, or has oil leaks will be shut down and subject to citation.

At a minimum, triple rinse all hydro-seeding/mulching equipment with clean water including tanks, trailers, and all associated hydro-mulching parts to remove residual seed, mulch, or foreign material of any kind.

**(d) Clearances for Contractor-selected, noncommercial areas.** Add the following to the end of the first paragraph:

Use rock, sand, gravel, earth, subsoil, or other natural materials from a Contractor-selected non-commercial materials source that has been certified free of noxious weeds. Materials imported into the project limits which do not include a noxious weed free certification may

be rejected and ordered by the CO to be removed from the project limits. The CO has the discretion of requesting inspection of certified materials by a third party, and rejecting the use of the source if noxious weeds or seeds thereof are found to be present.

Add the following:

**(5) Any required Certifications.**

Add the following:

**(e) Project-specific commitments.**

**(1)** Immediately stop work if ground-disturbing project activities encounter or discover cultural resources of any kind, including but not limited to bones (possible burials), clusters or alignments of rock situated above bedrock (possible masonry wall), charcoal stains (possible hearths or burned wooden structures), or clusters of artifacts such as pottery, pieces of chipped stone, and historic debris such as cans or glass.

Immediately notify the CO and contact a LANL Cultural Resources team member:

Gerald Martinez: cell 505-699-1717

Kari Garcia: cell 505-699-2730

or

Ellen McGehee: cell 505-231-4330

and notify NPS contact:

Jamie Civitello - cell 505-709-7969

The cultural resources teams will conduct an emergency field inspection. Do not resume project ground-disturbing activities at the specific location of the inadvertent discovery until directed by the CO.

**(2)** Do not commence with excavation activities within the NM-4 right of way until the Excavation/Fill/Soil Disturbance (EXID) permit has been approved and issued by OSH-ISH.

The Contractor is responsible for submitting for the EXID at least 30 days prior to excavation and obtain the permit in advance of excavation activities within the NM-4 right of way. Submit requests by accessing the excavation permit url:

<http://eswebapps/irt/login.aspx>.

Resubmit for an updated EXID if the Project changes, or there are deviations in the proposed scope (length, depth, width, location etc.) of the activity after obtaining the EXID.

The Contractor must take the online Excavation Soil Disturbance self-study (Course 31419) and LANL EXID Permit Process Using the EXID Request System (Course 47420) prior to preparing and submitting the EXID permit for review and approval.

For additional information on the EXID process contact the LANL Representative, Cassandra Begay at [Cassandra.Begay@nnsa.doe.gov](mailto:Cassandra.Begay@nnsa.doe.gov) or (505) 665-4246

**(3)** Remove all excess materials, waste, and items from the Project as directed by the CO and according to Section 203.04. Do not abandon excess materials within the Project.

**(4)** Within the NM-4 right of way do not discharge water or fluid of any kind to the environment for any reason (i.e., equipment wash down, water line disinfection and flushing). All liquid waste streams must be contained within the project limits and within the NPS boundary.

**(5)** Comply with the terms and conditions of the Temporary Easement for Construction of the Tsankawi Parking. Limit construction access for the Tsankawi parking lot to the limits shown on the plans and to the premises described in Exhibit A of the easement. Comply with security regulations of LANL, including, but not limited to, obtaining access authorization for personnel working at the premises and badges authorized through the security badging process at the LANL badging office. A copy of Temporary Easement for Construction of the Tsankawi Parking is in the Appendix.

**(6)** *Minimize nuisance noise during construction:* Perform inspections and maintenance on a regular basis to ensure exhaust and muffler systems on all motorized equipment are in good working order. Use properly designed engine enclosures and intake silencers where appropriate. Ensure new equipment meets new product noise emission standards. Do not idle equipment when it is not in use or occupied.

**(7)** *Biological protection and/or monitoring:* If vegetation clearing will occur between April 15 and August 31 during the migratory bird breeding season, the Contractor's qualified biologist (see Section 623.05) shall conduct pre-construction surveys for active migratory bird nests in all suitable nesting habitat that will be removed, no more than 10 days prior to the scheduled vegetation removal date. If active bird nests are identified within the project area, a qualified biologist will determine the appropriate avoidance strategy, subject to approval by the CO, and determine whether a no-work buffer is required. If necessary, no work shall occur until the young have fledged or the nest is no longer active.

**(8)** *Protection of Archeological and Ethnographic Resources:* Contractor to alert CO seven (7) days prior to ground disturbing activity. CO and NPS representative to verify fencing locations in the field. NPS to provide archeological monitor.

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**107.11 Protection of Forests, Parks, and Public Lands.** Add the following:

The CO will order the suspension of construction operations when directed to do so by the National Park Service due to elevated fire danger. Equip equipment with spark arrestors.



### Section 108. — PROSECUTION AND PROGRESS

#### 108.01 Commencement, Prosecution, and Completion of Work. Add the following:

Limit operations according to Subsection 107.10(e) and Section 156.

Limit operations as follows:

- (a) No on-site ground disturbing work will occur prior to April 3, 2023.
- (b) Complete underground utility work after construction of subgrade, but prior to construction of the pavement structure and site features.
- (c) Obtain approval for all traffic control and access on and within the New Mexico 4 (NM-4) highway from the CO.
- (d) The NM-4 / E Jemez Rd Intersection Project adjacent to the Tsankawi parking lot is anticipated to be constructed during the course of this work. Cooperate with all other contractors or forces and carry out work in a way that will minimize interference and delay for all forces involved.

Perform no work except to maintain traffic control devices, erosion control devices, the roadway driving surface, and to control dust during the listed Federal holidays and surrounding days as shown in Table 108-2.

**Table 108-2**  
**Federal Holidays and Surrounding Days**

<b>Federal Holiday</b>	<b>Time</b>	<b>Remarks</b>
Memorial Day	12:00 Noon Friday to 6:00 am Tuesday	-
Independence Day	12:00 Noon July 3 to 6:00 am July 5	If July 4 falls on a weekend, Friday, or Monday, do not work the weekend.
Labor Day	12:00 Noon Friday to 6:00 am Tuesday	-
Thanksgiving	12:00 Noon Wednesday to 6:00 am Monday	-
Christmas / New Year's	12:00 Noon December 23 to 6:00 am January 2	If December 23 or January 1 falls on a Monday, do not work the adjacent weekend and do not work on December 23. If January 1 falls on a Friday, do not work the weekend.

Schedule at least 2 non-work days out of every 14 calendar days. The selected non-work days do not need to be consecutive, but they must be scheduled. Notify the CO at least 2 weeks before changing the scheduled days off.

The CO may grant written approval for exemptions to scheduled days off for specific project operations and for periods of limited duration.

Add the following:

The CO will issue a Notice to Proceed before commencement of any work. The contract completion date is **October 25, 2023**.

Add the following:

Use the Government's web-based system, *Engineer's Estimating, Bidding, Award, and Construction System (EEBACS)*, to prepare all "*Inspector's Daily Record of Construction Operations*" (*Contractors Daily Reports*) and measurement notes (pay notes and field measurement documentation).

Attend a training session on the use of EEBACS. The training session will require up to 4 hours. No more than 3 Contractor staff may attend the training unless approved by the CO. The Contractor shall be responsible for training additional staff.

Complete and electronically submit "*EEBACS User Account Form*" (Form EEBACS-001) for each individual requiring EEBACS access. Submit forms to the CO at the preconstruction conference or at least 10 days prior to the start of any contract work or EEBACS training. As needed, request additional system access using Form EEBACS-001 and allow 7 days for system access.

Maintain active EEBACS accounts for all contractor staff who use EEBACS and ensure that the CO is notified within 24 hours after an account holder is reassigned or no longer employed by the Contractor. Within 24 hours after an account holder is reassigned or no longer employed by the Contractor, submit an EEBACS-001 form requesting that the account be disabled.

The electronic version of EEBACS-001 is available at:

<https://highways.dot.gov/federal-lands/estimates/forms>

**108.02 Subcontracting.** Delete the third paragraph and substitute the following:

Within 14 days of subcontract award, submit a completed SF 1413 and 1413S. Complete Part I for each Subcontractor and include Part II when the Subcontractor performs on-site work. Complete other forms that may be required by the Government to show the work subcontracted and the total dollar amount of the subcontract. Submit the above required information for each Subcontractor at lower tiers.

**108.04 Failure to Complete Work on Time.**

Delete Table 108-1 and substitute the following:

**Table 108-1**  
**Charge for Liquidated Damages for Each Day**  
**Work Is Not Substantially Completed**

Original Contract Price		Daily Charge
From More Than —	To and Including —	
\$ 0	\$ 1,000,000	\$ 1,600
\$ 1,000,000	\$ 2,000,000	\$ 2,400
\$ 2,000,000	\$ 5,000,000	\$ 4,100
\$ 5,000,000	\$ 10,000,000	\$ 5,600
\$ 10,000,000	and more	\$ 6,500

**Section 109. — MEASUREMENT AND PAYMENT****109.01 Measurement of Work.** Add the following after the sixth paragraph:

Prepare, sign, and submit electronic measurement notes (pay notes and supporting field documentation) using EEBACS. Measurement notes will be reviewed by the CO. Unacceptable measurement notes will be electronically rejected and returned. Correct rejected measurement notes and resubmit electronically.

**109.02 Measurement Terms and Definitions.****(c) Cubic yard (Cubic meter).**

**(1) Cubic yard (Cubic meter) in-place.** Delete this subsection and substitute the following:

Measure the solid volumes by a method approved by the CO, or by a surface to surface method approved by the CO.

**(o) Square foot and Square yard (Square meter).** Add the following: Do not measure overlaps.

**109.08 Progress Payments.**

**(a) General.** Delete the last sentence and substitute the following:

The CO may withhold partial progress payment according to Subsection 109.08 (g) for failure to make satisfactory progress until a construction schedule or schedule update is approved by the CO.

**(b) Closing date and invoice submittal date.** Delete the text and substitute the following:

Submit invoices to the designated billing office by the 7<sup>th</sup> day after the closing date. Invoices received by the designated billing office after the 16<sup>th</sup> day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following months invoice.

**(d) Government's receiving report.** Delete the first sentence and substitute the following:

The Government's receiving report will be developed using the measurements and quantities from Pay Notes received by the CO in EEBACS and determined acceptable.

**(e) Processing progress payment requests.**

**(1) Proper invoices.** Delete the title and text and substitute the following:

**(1) Invoices received by the 7th day following the closing date.**

*(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 Government's receiving report, the invoice will be paid.

*(b) 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 Contractor's invoice exceed the corresponding quantities and unit prices shown on the Government's 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 had quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item or work will be used. The Contractor's invoice, as revised by the Government's 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.

**(2) Defective invoices.** Delete the title and text and substitute the following:

**(2) Invoices received between the 8th and 16th day following the closing date.**

*(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 Government's receiving report, the Government's data for that item of work will be used. The Contractor's

invoice, as revised by the Government's receiving report, will be forwarded for processing within 7 days of the Government's receipt of the invoice. The Contractor will be notified of the reasons for any changes to the invoice.

**(f) Partial payments.** Delete the subsection and substitute the following:

**(f) Partial payments.** Progress payments may include partial payment for material to be incorporated in the work according to FAR Clause 52.232-5(b)(2), provided the material meets the requirements of the contract and is delivered on, or in the vicinity of, the project site or stored in acceptable storage places.

Partial payments for stockpiled manufactured material (aggregates) will be based on Contractor process control test results. If test results show the material to be out-of-specification, or in "reject" where statistical evaluation procedures are used, no payment for stockpiled materials will be made.

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.

Individual and cumulative partial payments for preparatory work and material will not exceed the lesser of:

- (1) 80 percent of the contract bid price for the item; or
- (2) 100 percent of amount supported by copies of invoices submitted.

The quantity paid will not exceed the corresponding quantity estimated in the contract. The CO may adjust partial payments as necessary to protect the Government.

**Section 152. — CONSTRUCTION SURVEY AND STAKING****Construction Requirements****152.04 General.** Add the following to the second paragraph:

The Government will establish basic survey control points for vertical and horizontal control of the project.

The Government will furnish the following:

- (1) Horizontal and vertical point information.
- (2) Computer listings containing: horizontal northing and easting points, vertical elevations, and point details to layout parking lots.

Perform additional conversions and calculations as necessary for convenient use of Government-furnished data. The Contractor is responsible for the accuracy of all information converted from the Government-furnished data. Provide immediate notification of apparent errors in the furnished data.

Delete the last sentence of the fourth paragraph from the bottom of the subsection and substitute the following:

Reestablish missing control points and stakes before slope staking begins.

**(f) Grade-finishing stakes.** Delete paragraph (1) AMG method.

**(g) Culverts.** Delete the text and substitute the following:

Verify and set culvert locations at the inlet, outlet, and inlet basin points according to the plans. Plot the centerline of the proposed culvert at a 1:20 scale. Show the natural ground, the flow line, the roadway section, and the culvert including end treatments and other appurtenances. Provide the elevations, grade, culvert length, degree of elbow, catch points, and hinge points on the plot.

Perform the following if the culvert design shown in the plans does not fit field conditions, when the CO requires adjustment to a culvert location, or when a culvert design isn't provided for a new culvert, culvert replacement, or culvert extension:

- (1) Recommend a revised culvert location and alignment if needed.
- (2) Survey and record the ground profile along the culvert centerline;

- (3) Determine the slope catch points at the inlet and outlet;
- (4) Set reference points and record information necessary to determine culvert length and end treatments;
- (5) Plot to scale the profile along the culvert centerline. Show the natural ground, the flow line, the roadway section, and the culvert including end treatments and other appurtenances. Show elevations, grade, culvert length, and degree of elbow.
  - (a) For single skewed culverts, submit a plotted field-design cross-section normal to roadway centerline and at each end section. Plot the offset and elevation of natural ground at the end section and at proposed template break points between centerline and the end section. Ensure the template design embankment slope is not exceeded;
  - (b) For multiple skewed culverts, submit a plotted field design cross-section normal to roadway centerline and at the end sections (left and right) nearest to the shoulder. Plot the offset and elevation of natural ground at the end section and at proposed template break points between centerline and the end section. Ensure the template design embankment slope is not exceeded;
  - (c) Submit the plotted field-design cross-section for approval of final culvert length and alignment. Plot at a clear and readable scale;
  - (d) Set inlet, outlet, and reference stakes when the field design has been approved. Stake inlet and outlet ditches to make sure the culvert and end treatments (such as drop inlets) are functional; and
  - (e) Adjust slope, reference, and clearing stakes as necessary to provide for culvert inlet treatments in cut slopes. Readjust slope, reference, and clearing stakes as necessary when culvert inlets are moved from their plan locations. Review slope adjustments with the CO and obtain approval.

### Measurement

**152.07** Delete the second paragraph and substitute the following:

Do not measure grade finishing separately. Include grade finishing for subgrade and aggregate course in the Survey and Staking, Parking Lot item.

**152.07** Delete the third paragraph and substitute the following:

Do not measure miscellaneous survey and staking.

**152.07** Add the following to the fourth paragraph:



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Reestablishing missing control points and stakes will be measured under Special labor, Hired survey services when it is paid by the hour.

**Section 153. — CONTRACTOR QUALITY CONTROL****Description****153.01** Add the following:

This work also consists of using EEBACS to prepare electronic “*Inspector’s Daily Record of Construction Operations*” (*Contractors Daily Reports*) and measurement notes (pay notes), including entering labor, equipment, subcontractors, and inspection records into the system.

**Construction Requirements****153.02 Qualifications.**

**(a)(1) Full-time, on-site QCM.** Delete subsections (a) and (b) and substitute the following:

- (a) Four years of experience managing quality control on highway construction projects of similar type and scope, and
- (b) National Institute for Certification in Engineering Technologies (NICET) Level III certification, or equivalent, in highway construction or highway material.

**153.03 Quality Control Plan (QCP).****(b) Quality control procedures**

- (2)** Add the following: List the material to be tested by pay item, tests to be conducted, the location of sampling, and the frequency of testing.

Add the following:

**(d) Subcontractors and suppliers.** Include the work of all subcontractors. If a subcontractor is to perform work under this Section, explain how the subcontractor’s inspection plan will interface with the Prime Contractor first tier subcontractors and lower tier subcontractors and organizations, and the CO. Include the work of major suppliers and suppliers of structural and geotechnical services and materials.

Add the following:

Modifications or additions may be required to any part of the plan that is not adequately covered. Acceptance of the quality control plan will be based on the inclusion of the required information. Acceptance does not imply any warranty by the Government that the plan will result in consistent contract compliance. It remains the responsibility of the Contractor to demonstrate such compliance.

**153.04 Prosecution of Work.** Delete this Subsection and substitute the following:

Address each of the subjects shown for each phase of construction:

**(a) Preparatory phase.**

- (1) In a preparatory phase meeting, review the contract requirements for the work; the process for constructing the work; and the plan for inspecting, testing, measuring, and reporting the work. Include the project superintendent, the quality control manager (QCM), the foreman for the work to be performed, and the CO in the meeting. Schedule and conduct a preparatory meeting for each type of work to be performed at least one week prior to beginning the work.
- (2) Review and coordinate certifications, submittals, plans, drawings, and permits.
- (3) Verify the capabilities of equipment, material, and personnel. Provide training as necessary.
- (4) Establish a detailed testing schedule based on the production schedule.
- (5) Ensure preparatory testing and inspection is accomplished.
- (6) Review accuracy of the surveying and staking.

**(b) Start-up phase.**

- (1) In a start-up phase meeting, review the contract requirements and the processes for constructing the work with the personnel who will be performing the work. Invite the CO, project superintendent, QCM, testers, and inspectors of the work being performed, and the personnel directly supervising and performing the work. Review the planned testing, inspection, and reporting requirements with the quality control personnel responsible for the testing and inspection. Explain the reporting procedures to be used when defective work is identified. Conduct a start-up meeting for each type of work to be performed upon beginning the work.
- (2) Inspect, test, and report start-up work according to the QCP and ensure the work conforms to the contract.

**(c) Production phase.**

- (1) Inspect, test, and report according to the QCP and evaluate the acceptability of the work produced.
- (2) Identify and correct deficiencies.
- (3) Request Government inspection and acceptance.
- (4) Provide feedback on processes and deficiencies. Identify root causes of deficiencies and make timely and effective changes to work processes to prevent repeated deficiencies.

**(d) Construction progress meeting.**

(1) Schedule and facilitate a weekly construction progress meeting. Invite the CO, project superintendent, QCM, and any other personnel directly supervising or managing the project. At a minimum, discuss the Working Schedule according to Subsection 155.06(f).

**153.05 Sampling and Testing.** Delete the text and substitute the following:

**153.05 Sampling and Testing.**

Perform sampling and testing required by the accepted QCP. As a minimum perform process control testing according to the Sampling, Testing and Acceptance Requirements tables at the end of each Section where applicable. Where no minimums are specified, submit proposed tests to be performed and the proposed sampling and testing frequencies.

**(a) Sample Splitting.** Schedules and times or locations for obtaining on-site split samples for Government use will be provided by the CO using a procedure for random sampling. Sample any 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

**(b) Testing.** Furnish a laboratory equipped with all test equipment necessary to satisfy the requirements of the contract. Ensure test equipment has been checked, calibrated, standardized and/or otherwise verified in accordance with AASHTO and ASTM standards by an individual qualified to perform the work. Perform an equipment inspection after the laboratory has been moved to its permanent location on the project site, and anytime it is moved thereafter. Inspect equipment within 45 days of actual use for project testing, and at least once a year thereafter. 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 repaired or replaced and shown by subsequent inspection to perform as required. Maintain records documenting laboratory equipment inspections. Provide certification(s) stating the equipment conforms to testing requirements and provide evidence of current inspection. Keep laboratory facilities clean and maintain equipment in proper working condition. Allow the CO unrestricted access to the laboratory for inspection and review.

The CO may require a demonstration of proficiency in sampling and testing capabilities. One or more proficiency samples may be provided by the Government to verify basic qualifications. Provide the results of the proficiency samples to the CO within 48 hours of receipt of the material.

**153.06 Certifications.** Delete the text and substitute the following:

For materials or work accepted by certification according to Subsection 106.03, review all certifications to insure compliance with the requirements of the contract prior to incorporating materials into the work and provide a signed copy of the reviewed certification(s) to the CO. According to FAR Subpart 46.407, materials or work without proper certification will be

rejected in writing, and payment for such material or work will be withheld until proper certification has been provided to the CO.

**153.07 Records and Control Charts.** Delete the first sentence and substitute the following:

Maintain complete testing and inspection records by pay item number and make them accessible to the CO.

**(a) Quality control and construction operations reports.** Delete the text and substitute the following:

For each day of the contract, prepare an “*Inspector’s Daily Record of Construction Operations*” (*Contractors Daily Reports (CDR)*) using EEBACS. Enter initial data for Labor/Equipment and Subcontractors prior beginning any work. Maintain and update the Labor/Equipment and Subcontractors data to reflect ongoing changes as they occur. Report operations or items of work separately, with manpower and equipment assigned to each operation separately. Detail inspection results, including deficiencies observed and corrective actions taken. Complete a CDR for each contractor and subcontractor working that day.

When submitting test results on material being incorporated into the work, report test results within the reporting times indicated in the sampling and testing requirements at the end of each section or as specified in the contract.

Enter the following data into EEBACS:

**(1) Subcontractors data.**

**(2) Labor/Equipment.**

(a) All manpower and equipment, including contractor and subcontractors. Complete all data fields.

(b) Labor: Type/classification, move-in date, move-out date, hourly rate, the contractor or subcontractor, and name.

(c) Equipment: Type/classification, move-in date, move-out date, make, model, and year of equipment manufacture.

Certify all CDR’s using the following statement:

*“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.”*

Submit certified CDR’s that have been signed 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 EEBACS with corrections noted. Correct rejected CDRs and resubmit the revised CDR within 24 hours. When chronic errors or omissions occur, correct the procedures by which the records are produced.

**153.08 Acceptance.** Add the following:

Performance of the work may be stopped according to Subsection 108.05, either in whole or in part, for failure to comply with the requirements of this Section. The Government may charge to the Contractor the cost of any additional inspections required when the work being inspected is found not to comply with contract requirements during the initial inspection. Work stop orders, due to recurring deficiencies of work required by this Section, will be rescinded after the Contractor demonstrates to the CO that changes were made to the quality control plan and system which resulted in the correction of those deficiencies. There will be no adjustment in the contract time, or payments to the Contractor for any impacts, delays or other costs due to any periods of work stoppage resulting from failure to comply with the requirements of this Section.

EEBACS electronic documentation will be evaluated under Subsection 106.02.

**153.09 Measurement and Payment.** Delete the text and substitute the following:

**Measurement**

**153.09** Measure contractor quality control according to Subsection 109.02.

Do not measure EEBACS electronic documentation for payment.

**Payment**

**153.10** The accepted quantities will be paid at the contract price per unit of measurement for the Section 153 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 Contractor quality control will be paid as follows:

- (1) 25 percent of the item amount, not to exceed 0.5 percent of the original contract amount, will be paid after the contractor quality control plan is accepted; all testing facilities are in place; qualified quality control supervisor, inspection, and sampling and testing personnel are in position to provide quality control activities; and the work being inspected or tested has started.
- (2) 65 percent of the total lump sum will be prorated for payment based on the completed portion of the total work not including the original 25 percent completed under (1) above.

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**(3)** Payment of the remaining 10 percent of the lump sum will be paid when all inspections, test results, submittals, and reports are complete and accepted.

**Section 154. — CONTRACTOR SAMPLING AND TESTING****Construction Requirements****154.03 Sampling.** Add the following:

Perform the initial curing of all concrete test cylinders. Provide for transporting the government verification cylinders to the FHWA-Central Federal Lands Highway's Laboratory unless other testing facilities are authorized by the CO.

Label each concrete mold with the name and number of the Project, the cylinder number, date molded, location of the sample, and the test age (i.e. – 7, 14, or 28 days). Label the mold after casting and the cylinder after stripping to ensure the sample can be identified throughout the entire curing process.

Provide the required cylinder molds.

**154.04 Testing** Add the following:

Where Process Control Sampling and Testing frequencies are identical to the Sampling, Testing, and Acceptance Tables at the end of each Section for all applicable work, the Process Control Samples may be used for acceptance.

Add the following subsections:

**154.04B Field Laboratory (Contractor-Furnished).** Furnish a 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 requirements described herein may be used if all contract sampling and testing requirements are satisfied by the use of the commercial facility.

Ensure test equipment has been checked, calibrated, standardized and/or otherwise verified in accordance with AASHTO and ASTM standards by an individual qualified to do this work. Ensure mobile laboratories receive an equipment inspection after the laboratory has been moved to its permanent location on the project site and anytime it is moved thereafter. Inspect equipment within 45 days of actual use in project testing and at least once a year thereafter. Do not use equipment that has not been inspected or is found to be deficient. Mark deficient equipment and it take 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. Provide certification(s) stating the equipment conforms to testing requirements and provide evidence of current inspection.



The CO may require the Contractor to perform testing to demonstrate acceptable equipment and an acceptable level of technician competence. The CO may also check equipment and inspection records to verify condition. Repair or replace equipment not meeting applicable requirements. Keep laboratory facilities clean and maintain equipment in proper working condition. Provide the CO unrestricted access to the laboratory for inspection and review.

**Section 155. — SCHEDULES FOR CONSTRUCTION CONTRACTS****Construction Requirements****155.04 Preliminary Construction Schedule.**

Add the following:

(j) A list of the permits required for the contract. See Section 107.

**155.05 Initial and Baseline Construction Schedule.**

Delete (a) (1) (c) and substitute the following:

(c) Show activities in the order the work will be performed, including submittals, submittal reviews, permit applications, permit reviews, fabrication, and delivery.

Delete the second sentence of (b) (2) (g) and substitute the following:

Non-construction activities include mobilization, drawing and sample submittals by pay item number, permit applications, and the fabrication and delivery of key material.

Add the following to the end of (b) (2) (g):

Refer to the permitting agencies to determine an appropriate duration for permit application review, permit approval, and distribution of permits.

**(f) Submission and approval.** Add the following to the end of the second paragraph:

No progress payments will be made until an initial construction schedule is approved by the CO.

**155.06 Baseline Schedule Updates.** Delete the second paragraph and substitute the following:

Unless previously approved by the CO, changes to the construction schedule for the work that is still to be completed, can only be changed with a Time Impact Analysis according to Subsection 108.03, and a Baseline Construction Schedule revision according to Subsection 155.07. Receipt of a baseline construction schedule update with negative float does not constitute agreement by the Government of the revised completion date.

Add the following:

**(f) Working Schedule.** At each construction progress meeting, provide the CO with a written summary detailing the work completed in the previous week and the proposed work activities for the following two weeks. Provide detail of proposed operations that will affect

traffic flow, residents and businesses adjacent to the project. Provide the CO with a schedule revision if the written summary significantly differs from the baseline construction schedule or the latest construction schedule revision.

**155.07 Baseline Schedule Revision.** Delete the first paragraph and substitute the following:

Submit a time impact analysis when requesting approval of a baseline schedule revision. Submitting a proposed baseline schedule revision is not considered a notification of delay or of other basis for change. Continue to submit monthly schedule updates according to Subsection 155.06 until a baseline construction schedule revision is approved.

**Section 156. — PUBLIC TRAFFIC****Construction Requirements**

**156.04 Accommodating Traffic During Work.** Delete the first paragraph and substitute the following:

Accommodate traffic according to the MUTCD, contract traffic control drawings, Section 635, and this Section. Submit a traffic control plan for approval according to Subsection 104.03. Submit a traffic control plan at least 30 days before intended use.

**156.05 Maintaining Roadways During Work.**

(a) Add the following:

Do not construct diversions outside of the clearing limits or use alternate route detours without the approval of the CO.

**156.07 Limitations on Construction Operations.**

(c) Delete the first sentence and substitute the following:

For alternate one-way traffic control, provide a minimum lane width of 10 feet (3 meters). For two-way traffic, provide a minimum roadway width of 22 feet (6.7 meters).

(i) Delete the text and substitute the following:

Do not cause delays to public traffic on adjacent roadways.

Add the following:

(k) Maintain NPS staff access to the Ranger Station within the Tsankawi portion of the project at all times. The Tsankawi parking lot, trailhead and Ranger Station will be closed to the public during construction.

(l) Maintain access to the existing Frey trailhead, parking lot, and loop access through the Frey trailhead parking lot at all times.

(m) Coordinate all access and traffic control at the Tsankawi parking lot with the contractor of the Intersection Project. Avoid damage to intersection project. Move construction exit during construction as needed and as directed by the CO.

**156.09 Traffic Control Supervisor.** Delete the second sentence and substitute the following:

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The superintendent may serve as the traffic control supervisor provided the requirements of Subsection 156.03 are met.

**Section 157. — SOIL EROSION AND SEDIMENT CONTROL****157.04 General.** Add the following:

Do not designate the project superintendent as the Erosion Control Supervisor.

**Section 203. — REMOVAL OF STRUCTURES AND OBSTRUCTIONS****Construction Requirements****203.03 Salvaging Material.** Add the following:

Salvage all wheelstops, stone curbs, signs and gates to the National Park Service. Haul material to the staging, storage and laydown area shown on the Plans within the Bandelier National Monument and stockpile therein at a specific location determined by the CO.

**203.04 Removing Material.****(c) Concrete removal in repair areas.** Add the following to the second paragraph:

Use hand tools (hammers and chisels) to remove final particles of concrete or to achieve the required depth.

Delete the third paragraph and substitute the following:

Sandblast all exposed structural steel, reinforcing steel, and concrete surfaces that will be in contact with repair material. Remove all rust and foreign material. Clean the sound concrete surface by flushing with a high-pressure water jet or oil-free compressed air.

Add the following:

**(d) Miscellaneous removals.** Remove existing utilities in conflict with proposed improvements as needed to construct new improvements and connect new or reconnect existing utilities. Verify all utilities to be removed are inactive, de-energized, empty, dry etc. prior to removal. Permanently cap or plug all utilities, conduits, or pipes larger than 1-inch in diameter as directed by the CO.

Remove existing miscellaneous site improvements present at Tsankawi including 6-inch culvert, sign pads or foundations not shown for salvage, or other minor items as directed by the CO.

**203.05 Disposing of Material.****(a) Remove from Project.** Add the following:

Secure clearances according to Subsection 107.10.

**(b) Burn.** Delete the subsection.

**(c) Bury.** Delete the subsection.

## **Section 204. — EXCAVATION AND EMBANKMENT**

### **Materials**

**204.03.** Add the following:

Crushed aggregate	703.06
Geotextile	714.01(a)
Asphalt concrete	403, Type II

### **Construction Requirements**

**204.05 Conserved Topsoil.** Delete the first sentence and substitute the following:

Conserve topsoil from the roadway excavation and from embankment foundation areas to the extent and depth noted on the plans. Do not separate minor vegetation including grass, small shrubs, and woody debris from conserved topsoil.

Reduce vegetation such as grass and forb clumps and minor shrubs to a size less than 2 inches in any dimension by mowing, shredding, or chipping prior to incorporating into soil. Remove larger shrubs and trees for disposal off-site or chip on-site and spread over bare soil following grading operations.

**204.14 Disposal of Unsuitable or Excess Material.** Add the following:

Secure environmental clearances according to Subsection 107.10(d).

### **Measurement**

**204.16**

**(a) Roadway Excavation.**

(1) Include the following volumes in roadway excavation:

(e) Delete the text and substitute the following:

Conserved topsoil stripped from cuts.

(h) Delete the text and substitute the following:

Conserved material taken from stockpiles and used in Section 204 work except topsoil measured under Section 624. Only materials required to be conserved by the CO are eligible for measurement under this item.

(2) Do not include the following in roadway excavation: Add the following:

(n) Conserved topsoil stripped from fills.

**204.17** Add the following:

Payment for Item 20401 is limited to ten percent of the plan quantity of excavation in the cut until the slope rounding in that cut is completed.



### Section 302. — MINOR CRUSHED AGGREGATE

#### 302.06 Acceptance. Add the following to the second paragraph:

Sample material at the frequency shown in Table 302-1. Materials that do not meet the approved certification will be considered unacceptable.

Delete Table 302-1 and substitute the following:

**Table 302-1**  
**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
<b>Production</b>								
Crushed aggregate <sup>(1)</sup>	Measured and tested for conformance (106.04)	Moisture-Density	AASHTO T 180, Method D <sup>(3)</sup>	1 per aggregate supplied	Production output or stockpile	Yes	Before using in work	—
		Gradation <sup>(2)</sup>	AASHTO T11 and T27	1 per 500 tons (450 metric tons)	From the windrow or roadbed after processing.	Yes	Before placing next layer	
		Density	AASHTO T310 or other approved procedures	1 per 500 tons (450 metric tons)	In-place after compaction	No	Before placing next layer	For Method 2 compaction only
Crushed aggregate	Process control (153.03)	Moisture content (in-place)	AASHTO T310 or other approved procedures	1 per 500 tons (450 metric tons)	In-place after compaction	No	Before placement of next layer or as requested	—
<b>Finished Product</b>								
Crushed aggregate	Measured and tested for conformance (106.04)	Surface tolerance & grade	Subsection 301.06	Determined by the CO	Surface of final course	No	Before placement of next layer or as requested	—

<sup>(1)</sup> Sampling and testing required for roadway aggregate.

<sup>(2)</sup> Use only sieves indicated for the specified gradation.

<sup>(3)</sup> Minimum of 5 points per proctor.

**Section 403. — ASPHALT CONCRETE****Description****403.01** Add the following:

Use an Asphalt binder that would be specified for the project location and is designated according to AASHTO M 320.

**Construction Requirements****403.02 Composition of Mix (Job-Mix Formula).** Add the following:

The CO may perform mix design-verification testing to confirm the mix meets the contract requirements. If verification testing is required, submit a loose mix sample to the CO 14 days prior to placement.

**403.09 Compacting.** Add the following:

For HMA, do not roll the mix after the surface cools below 175 °F (80°C).

Along forms, curbs, headers, walls, and other places not accessible to the rollers, compact the mix with alternate equipment to obtain the required compaction.

**403.12 Acceptance.** Add the following:

During production placement of the mix, sample loose mix and compacted cores according to Table 403-2 and submit to the CO for acceptance. Materials that do not meet the approved job-mix formula are considered unacceptable.

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
<b>Mix Design</b>								
Asphalt concrete mixture Type I (403.02(a))	Measured and tested for conformance (106.04)	Job-mix formula	Subsection 403.02(a)	When requested by the CO.	Flowing mix stream (bin or belt discharge) or behind the paver before compaction.	Yes	Before approval of job-mix formula	Tested by the CO
<b>Production</b>								
Asphalt concrete, Type I (403.02(a))	Measured and tested for conformance (106.04)	Job-mix formula	Subsection 403.02	1 per 700 tons (650 metric tons)	Behind the paver before compaction.	Yes		Deliver cores to CO for testing
		Density <sup>(1)</sup>	AASHTO T 166	"	In-place after Compacting	Yes		
		Maximum specific gravity	AASHTO T 209 <sup>(2)</sup>	"	Behind the paver before compaction	Yes		
		Surface Tolerance	Straightedge measurement, Subsection 403.11	Continuously, after compaction	Finished pavement surface	No	Upon completion of measurement	—
		Placement temperature	—	First load and as determined by CO thereafter	Hauling vehicle before dumping, or windrow before pickup	No		—

**Table 403-2 (continued)**  
**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
<b>Production</b>								
	Process control (153.03)	Gradation at the plant	AASHTO T 27 & T 11	Contractor determined	Cold feed or hot bins as applicable	No	24 hours	—
		Moisture content of aggregates	AASHTO T 255	"	Stockpile	No	"	—
		Density	ASTM D2950	1 per 500 feet (150 meters)	In-place after compacting	No	"	—
Asphalt concrete, Type II (403.02(b))	Measured and tested for conformance (106.04)	"	"	3 per 700 tons (650 metric tons)	In-place after compacting	No	"	—

(1) Dry cores to constant mass at 125±5°F (52±3 °C) or vacuum dry, ASTM D7227 before testing. For asphalt concrete Type I, cut two 6-inch (150-millimeter) diameter side by side cores. Remove them with a core retriever and fill and compact the core holes with asphalt concrete mixture. Label the cores and protect them from damage due to handling and temperature. Submit one core for verification testing. Dry the other core to constant mass at 125±5 °F (52±3 °C) or vacuum dry it according to ASTM D7227 before performing the core density and measuring the thickness. Use 62.245 pounds per cubic foot (997.1 kilograms per cubic meter) to convert specific gravity to density. Use AASHTO T 166 regardless of the volume of water absorbed. Use the average maximum specific gravity value (AASHTO T 209) of the first three samples to determine the percent compaction of each Lot.

(2) Do not use the dry back method (Section 11 of AASHTO T 209).

**Section 501. — MINOR CONCRETE PAVEMENT****Description****501.01** Add the following:

This work consists of constructing minor concrete pavement with integrally colored concrete.

**Construction Requirements****501.03 Composition (Concrete Mix Design).** Add the following:

Add reinforcing fibers according to subsection 601.02.

**Section 601. — MINOR CONCRETE STRUCTURES****Description****601.01** Add the following:

This work consists of constructing minor concrete structures with integrally colored concrete.

**Construction Requirements****601.03 Composition (Concrete Mix Design).****(i).** Delete this subsection and replace with the following:

Submit preliminary samples of the integrally colored concrete. Prepare five 1-foot by 1-foot by 4-inch panels for each acceptable mix that is to be colored.

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 to generate five different shades of concrete. 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.

Prepare and transport the test panels to the project area. Finish and cure the panels in the same manner as the concrete will be finished and cured on the project. Allow test panels a minimum of two weeks to cure prior to placing concrete requiring coloring agent.

Add the following:

(j) All exposed concrete will be integrally colored by adding a concrete coloring agent. After curing the colored concrete will match as closely as possible the color selected per Section 711.05.

(k) Include reinforcing fibers in all minor concrete.

Delete Table 601-1 and replace with the following:

**Table 601-1**  
**Composition of Minor Concrete**

<b>Property</b>	<b>Specification</b>
Cement content	611 pounds per cubic yard (362 kilograms per cubic meter) minimum
Water/cementitious material	0.45 maximum
Slump	4 inches (100 millimeters) maximum
Air content	5 % minimum
Size of coarse aggregate	AASHTO M 57 & 67
28-day compressive strength	4,000 pounds per square inch (25 megapascal) minimum

**601.07 Acceptance.** Add the following:

The concrete mixture's density, air content, slump, temperature, and compressive strength will be evaluated under Subsections 106.02 and 106.04.

**Table 601-2**  
**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
<b>Source</b>								
Aggregate (703.01 & 703.02)	Measured and tested for conformance (106.04 & 105)	Quality	Subsection 703.01 & 703.02	1 per material type	Source of material	Yes	Before producing	—
<b>Mix Design</b>								
Concrete Composition (601.03)	"	All	Subsection 601.03	1 per mix design	"	If requested	"	—
<b>Production</b>								
Concrete <sup>(1)</sup>	Measured and tested for conformance (106.04)	Density	AASHTO T 121	1 set per 30 yd <sup>3</sup> (25 m <sup>3</sup> ), but not less than 1 per day	Discharge stream at point of placing	No	Upon completing tests	—
		Air content	AASHTO T 152 or AASHTO T 196	"	"	No	"	—
		Slump	AASHTO T 119	"	"	No	"	—
		Temperature	ASTM C1064	"	"	No	"	—
		Compressive strength <sup>(2)(3)</sup> (28-day)	AASHTO T 23 & T 22	1 set per 30 yd <sup>3</sup> (25 m <sup>3</sup> ), but not less than 1 per day	Discharge stream at point of placing	No	28 days	Deliver cylinders to the CO or designated laboratory for scheduled testing

(1) Sample according to AASHTO R 60, except composite samples are not required.

(2) Cast at least four compressive strength test cylinders for 6- by 12-inch (150- by 300-millimeter) specimens or six compressive strength cylinders for 4- by 8-inch (100- by 200-millimeter) and carefully transport the cylinders to the job site curing facility.

(3) A single compressive strength test result is the average result from two 6- by 12-inch (150- by 300-millimeter) or three 4- by 8-inch (100- by 200-millimeter) cylinders cast from the same load.

(4) If the point of placement is different from the point of discharge, correlate the discharge tests with the placement tests to document the change

**Section 602. — CULVERTS AND DRAINS**

**Material**

**602.02** Add the following:

Weathering agent

725.19

**Construction Requirements**

**602.03** Add the following:

Apply weathering agent to galvanized steel culverts, end sections and all hardware. Do not furnish aluminum culverts.



## Section 609. — CURB AND GUTTER

### Description

#### 609.01 Add the following:

This work consists of constructing integrally colored concrete curb.

### Construction Requirements

#### 609.04 Stone and Precast Concrete Curb. Add the following:

Protect existing stone curb during removal and transporting operation. Provide samples of stone curb for acceptance by the CO. Furnish stone with light pink colors with a rough cut stone appearance.

## Section 611. — WATER SYSTEMS

### Material

#### 611.02 Material. Add the following:

Valve Box Castings	725.10
Water Service Assembly	725.30
Sand	703.14

### Construction Requirements

#### 611.03 General. Delete the fifth paragraph and replace with the following:

Do not interrupt water service for areas and facilities that are open to the public. Notify CO 72 hours prior to any work on an existing water system. Connect new water services to existing water systems using a “hot” or “live” tap. Install a service saddle, corporation stop, and use a tapping machine to make a pressure tap on a water main. Do not stop work on a connection until it is completed.

#### Add the following:

Set valves and valve boxes plumb with valve boxes placed over the valve or valve operator in a manner so the valve box does not transmit shock or stress to the valve. Install the lower casting of the unit first with support from minimum backfill or a 2 inch minimum Styrofoam collar. Do not rest the casting on the body of the valve or upon the water line. Carefully tamp backfill around the valve box to a distance of 3 feet on all sides or to the undisturbed face of the trench if

it is closer. Set the cast iron valve box cover flush with the finished ground or finished paved surface.

## **Section 615. — SIDEWALKS, PADS, AND PAVED MEDIANS**

### **Description**

#### **615.01** Delete the text and substitute the following:

This work consists of constructing sidewalks, pads, paved medians, and accessibility ramps.

### **Material**

#### **615.02** Add the following:

Reinforcing fibers	725.17
Detectable warning surfaces	725.20

#### **615.04 Concrete Sidewalks, Pads and Medians.** Add the following:

Concrete sidewalks, pads, medians, and accessibility ramps to be integrally colored and include reinforcing fibers.

#### **615.04(a)(1) Expansion joints.** Delete this subsection.

#### **615.04(a)(2) Contraction joints.** Delete the text and substitute the following:

For sidewalks, place contraction joints at intervals to match sidewalk width and to align with joints in adjacent concrete curbs, when present, but not to exceed 10 feet. For 6-inch-thick pads, place contraction joints at intervals not exceeding 10 feet. Form joints with a jointing tool or saw joints to a depth of  $\frac{1}{4}$  to  $\frac{1}{3}$  the thickness of the concrete and about  $\frac{1}{8}$  inch wide.

Construct sawed joints as follows: After placing concrete, saw joints approximately  $\frac{1}{8}$  inch wide as soon as equipment can be supported and before uncontrolled cracking occurs. Do not ravel the joints while sawing. Saw longitudinal joints immediately after sawing transverse joints. Protect the sawed concrete faces from drying during the curing period. Saw sealant reservoirs no sooner than 72 hours after placing the concrete. Do not saw a joint if a crack occurs at or near the joint location before sawing. Discontinue sawing when a crack develops ahead of the saw.

Remove and replace newly placed concrete where uncontrolled cracking occurs. Dowel and tie the replacement slab to the adjacent slab.

**615.04(a)(3) Construction joints.** Delete this subsection and substitute the following:

**615.04(a)(3) Isolation joints.** Construct isolation joints around all appurtenances such as manholes, utility poles, buildings, walls, other fixed objects, or as indicated in the plans. Place a ½ inch pre-formed joint filler continuously around the structure and to the full depth of the joint. Seal the joint.

**(b) Finishes.** Add the following:

**(3) Detectable Warning.** Install detectable warning surfaces per the plans, ABA requirements, and manufacturer's recommendations. Vertical edges of the detectable warning surface shall be flush with the adjoining surfaces.

**615.07 Acceptance.** Add the following:

Remove all rejected work to the nearest contraction joint and outside edge. Attach the replacement slab to the adjacent, non-rejected slabs using a method acceptable to the CO.

### **Measurement**

**615.08** Add the following:

Detectable warning surfaces will not be measured separately for payment.

**Section 619. — FENCES, GATES, CATTLE GUARDS AND BOLLARD POSTS****Material****619.02** Add the following:

Barb-less wire

710.12

**Construction Requirements****619.03 Fences and Gates.** Add the following:**619.03 (c) (5) (b)** *Metal gates.* Add the following

Install the automatic swinging vehicle metal gates according to this Section.

Delete the Subsection and substitute the following:

Furnish and install the swinging gate according to this section, the plans, and the manufacturer's recommendations. Provide an electric powered, automatically operated gate, finished with a polyester powder coat, target color is Standard Color Chart number 13578-Sand color of Federal Specification 595B. Provide samples of finished color for approval by CO prior to fabrication.

Set the gate so it swings freely inward and outward when disconnected from the operator and fastens securely in its center latch holder and gate stops (rest posts). Set the gates and their respective pintles to provide a common horizontal plane in which each single gate swings. Set gates to swing open at least 90 degrees in each direction, or as needed to ensure the gate opens to clear the back of curb.

Provide swing gate operators (one for each gate panel) that meet the following minimum requirements:

**(1)** Monitoring and controls:

- a. Internet connectivity option.
- b. Built-in Wi-Fi with internet gateway.
- c. Radio receiver: Security+ 2.0 technology.
- d. Monitored retro reflective photo eye.
- e. Automatic opening with optic sensor for exiting vehicles from facility side.
- f. 7 day programable timer for automatic opening and closing.
- g. Coordinated operation of the operators for each gate arm to open/close/stop/reverse as one unit, using a wired connection.

**(2)** Accessories:

- a. Monitored safety devices: Through-beam photo eyes (automatic entrapment sensor and override to halt/reverse opening or closing).
- b. Plug-in loop detector.

- c. Internet gateway (for future connection if desired)
- d. Remote operation with keychain radio frequency transmitter (furnish twelve (12) remotes).
- e. Keypad operated opener, mounted behind the curb for entry outside scheduled times.
- f. Install warning sign for automatic gate as recommended by manufacturer.
- g. Install additional signs as shown on the plans.

Install operators on cast-in-place concrete pads per the Plans and manufacturer requirements. Construct pads and install operators after all finish grading is complete to the satisfaction of the CO.

Provide and install power to the gate operators necessary for the full functions of the operators, including, but not limited to, 240 VAC, 4.2 A service with transformer kit, electrical design, electrical applications and permits, connections to the existing electrical system, building or cabinet penetrations, sealant, conduits, conductor, cabinets, junction boxes, fittings and connectors to meet national and local electrical code and gate operator manufacturer requirements. Provide and install vertical and horizontal metal support structures necessary for installation of the electrical equipment. Finish all materials to match the color of the gate. Do not furnish uncoated shiny metal components.

Furnish retroreflective markings on both sides of the gate, full width, along the top cross member for high-visibility, 2-inch minimum marking width.

The Government has standardized the gate operator manufacturer within this FLMA. Furnish and install the following product:

Model: CSW24UL  
manufactured by Liftmaster  
300 Windsor Dr.  
Oak Brook, IL 60523  
(630) 418-6516  
[www.LiftMaster.com](http://www.LiftMaster.com)

Install in accordance with manufacturer's instructions. Provide gate installers with at least two years' experience in construction and installation of electrically powered automatic gates. Test and adjust the gate and operators for proper operation to the satisfaction of the CO. Demonstrate operation and programming of operators to the CO and/or Government staff.

Furnish an operation and maintenance (O&M) manual to the CO, including that manufacturer's 5 year minimum warranty against material and manufacturing defects.

**Section 623. — GENERAL LABOR**

Delete the text of this Section and substitute the following:

**Description**

**623.01** This work consists of furnishing workers and hand tools for construction work, survey crews, and furnishing qualified personnel to perform technical work ordered by the CO and not otherwise provided for under the contract.

This work also includes furnishing a qualified biologist to conduct a preconstruction survey of trees and shrubs planned for removal in the clearing and grubbing process, if needed per Section 107. Work may include periodic monitoring (biweekly or monthly depending on the status of the nest) if an active nest is located on a tree or shrub planned for removal.

**Construction Requirements**

**623.02 Workers and Equipment.** Furnish competent workers and appropriate hand tools for the work. Provide a crew of sufficient size and qualifications necessary to accomplish the required surveying services within acceptable tolerances.

Obtain approval of the length of a workday and workweek before beginning the work. Keep daily records of the number of hours worked. Submit the records along with certified copies of the payroll.

**623.03 Surveying Services.** Furnish personnel, equipment, and material that conform to the requirements of Subsection 152.01. Survey according to Section 152.

Survey and establish controls within the tolerances shown in Table 152-1, or within other tolerances as established by the CO.

Prepare field notes in an approved format. Furnish calculations. All field notes, supporting documentation, and calculations become the property of the Government upon completion of the work.

**623.04 Office Technical Services.** Furnish qualified engineering personnel experienced in highway construction and design, capable of performing in a timely and accurate manner. Provide personnel with a minimum of NICET Level II certification in highway design and construction, or State (SHA) or industry certification-related design and construction equivalent to their intended responsibilities. Personnel with 2 years or more of recent job experience in the type of highway design and construction provided for under the contract may be used in lieu of certifications. Provide the names and relevant experience of all personnel. Furnish supporting tools and equipment (e.g., calculator, computer, and software, and appropriate and commonly-used drafting tools for the assigned task).

All calculations, notes, and supporting documentation become the property of the government upon completion of the work.

**623.05 Biological Surveying Services.** Furnish a qualified biologist with a bachelor's degree in the biological sciences at a minimum and previous experience performing similar surveys. The biologist is responsible for performing bird surveys to protocol and determining if construction operations will disrupt or have a negative impact on nesting birds. Submit resume of the biologist to the CO for approval a minimum 14 days prior to beginning bird nest surveying activity.

Furnish supporting tools and equipment (e.g., calculator, computer, and software, and appropriate and commonly used tools for the assigned task).

Prepare field notes in an approved format. All field notes become the property of the Government upon completion of the work.

**623.06 Acceptance.** General labor work will be evaluated under Subsection 106.02.

Additional surveying services will be evaluated under Section 152.

Hired technical services will be evaluated under Subsections 106.02 and 106.04

### Measurement

**623.07** Measure the Section 623 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Round portions of an hour up to the nearest half hour. Measure time in excess of 40 hours per week at the same rate as the first 40 hours.

Measure surveying service by the crew hour regardless of crew size. Do not measure time spent in making preparations, performing calculations, plotting cross-sections, processing computer or other data, and other efforts necessary to successfully accomplish the ordered survey services.

Do not measure biological surveying services time.

Do not measure time for worker's transportation to and from the project site.

Measure office technical services by the hour, as ordered by the CO, for performing calculations, plotting cross-sections, and processing computer or other data.

### Payment

**623.08** The accepted quantities will be paid at the contract price per unit of measurement for the Section 623 pay item 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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NM FTNP/NPS BAND 910(1)  
Tsankawi and Frey Parking Lots  
NPS PMIS #240232 & 240227



**Section 624. — TOPSOIL****Description**

**624.01** Delete the section and replace with the following.

**624.01** This work consists of furnishing and placing topsoil, placing conserved topsoil, and applying water to the finished topsoil layer.

**Materials**

**624.02** Add the following.

Water

725.01

**Construction Requirements**

**624.03 Preparing Area.** Add the following:

Verify limits of topsoil with CO prior to preparing area or placing topsoil. Remove all deleterious material, large rocks, and debris unless otherwise noted by the CO.

**624.04 Placing Topsoil.** Add the following.

After placing topsoil, uniformly apply water as a mist to adequately saturate the topsoil without causing erosion and pooling to create a uniform crust after water dries. Use pressure-type distributors, pipelines equipped with spray systems, or hoses with nozzles. Do not allow vehicle traffic or excessive foot traffic on prepared topsoil. If soil is compacted due to the Contractor's operations the CO may direct the contractor to de-compact the topsoil and fine grade the soil at no cost to the Government.

## Section 625. — TURF ESTABLISHMENT

### Construction Requirements

**625.03 General.** Delete the first sentence and substitute the following:

The Government will furnish seed for application by the Contractor after preparation of the topsoil. See Table 625-1 for date restrictions.

**Table 625-1**  
**Topsoil Preparation and Seeding Date Restrictions**

Work	Fall Window
	Begin No Earlier Than
Topsoil Preparation	September 15th
Seeding	October 1st

Do not seed when soil temperatures average more than 48 degrees, or when soils are covered in snow and/or frozen.

**625.07 Seeding.** Add the following:

Notify the CO when the topsoil will be prepared and allow one week for the Government (NPS) to furnish the seed. Notify the CO three days prior to the planned seed application date to allow NPS to be present during the seeding operation.

Evenly apply all seed furnished by the Government (NPS) to the finished slopes, ditches and finished parking lot islands as shown on the plans or as directed by the CO. Apply seed at a pounds per acre rate calculated based on the following equation unless otherwise directed by the CO:

$$\text{Seed Application Rate} = W / A$$

where:

$W$  = Weight of Government Furnished Pure Live Seed (pounds)

$A$  = Area of seeding (acres)

If furnished seed remains after the initial application, overseed the area(s) designated by the CO at no additional cost to the Government.

**625.08 Mulching.** Delete and replace with the following:

Apply mulch within 48 hours after seeding by the following method:

**(a) Hydraulic Method.** Apply mulch in a separate application from the seed. Use hydro-type equipment according to Subsection 625.07(b) capable of providing a uniform application using water as the carrying agent. Apply mulch only at the rate of 1900 lbs per acre. Furnish mulch consisting of wood fibers.

Mulch by hand areas inaccessible to mulching equipment.

### **Measurement**

**625.11** Delete the second sentence and substitute the following:

When measuring turf establishment and supplemental applications by the acre (hectare) or square yard (square meter), measure on the ground surface.

**Section 629. — ROLLED EROSION CONTROL PRODUCTS AND CELLULAR  
CONFINEMENT SYSTEMS****Construction Requirements**

**629.05 (a) Slope Installations.** Delete the text and substitute the following:

**(a) Slope Installations.** At the top of the slope, anchor the RECP by using an anchor trench.

(1) Anchor trench. Construct a 6-inch by 6-inch (150-millimeter by 150-millimeter) trench. Extend the upslope terminal end of the RECP 36 inches (900 millimeters) past the trench. Use staples on 12-inch (300 millimeter) centers to fasten the RECP into the trench. Backfill the trench and compact the soil. Secure the terminal end with a single row of staples on 12-inch (300 millimeter) centers and cover the end with soil. Apply turf establishment to trench.

Securely fasten all RECP to the soil by installing staples according to the manufacturer's recommendations. Use staples that are at least 6 inches (150 millimeters) long to secure the RECP. Longer staples may be necessary in sandy, loose, or wet soils.

Do not use metal staples. Use bio-degradable staples (or stakes) to secure RECP.

**Section 633. — PERMANENT TRAFFIC CONTROL**

**Construction Requirements**

**633.03 General.** Add the following:

Do not furnish un-coated, shiny metal signs, posts or hardware. Paint, coat, or apply a weathering agent to all signs, posts, and hardware per Section 718.

**633.05 Sign Panels.** Add the following:

For all permanent sign panels, uniformly apply a 2-inch (50 millimeters) wide protective overlay film to the upper edge(s) of the sign and wrap over the front and back of the sign panel equally. Apply the film using methods recommended by the manufacturer. Film must be manufactured expressly for use as a protective overlay film for outdoor traffic signs.

Film must be applied during manufacture of signs; field installation is not permitted.

**Section 634. — PERMANENT PAVEMENT MARKINGS****Construction Requirements**

**634.03 General.** Add the following to the ninth paragraph:

Apply glass beads to parking lot markings at the direction of the CO.

**634.05 Waterborne Traffic Paint (Type B and C).** Delete the Subsection and substitute the following:

Apply paint when the pavement and air temperature are at 50°F (10°C) and rising.

**(a) Type B.** Do not heat the paint above 120°F (49°C). Apply paint at a rate of 100 square feet per gallon (2.5 square meters per liter).

Apply Type 1 glass beads on the paint at a rate of 6 pounds per gallon (0.72 kilograms per liter) of paint.

Apply two applications of paint and glass beads. Apply the second coat in the opposite direction of the first application. Apply the second application after the first is tack free.

**(b) Type C.** Do not heat the paint above 120°F (49°C). Apply paint at a rate of 70 square feet per gallon (1.7 square meters per liter).

Apply glass beads using two dispensers. Apply Type 3 glass beads on the paint at a rate of 8 pounds per gallon (0.96 kilograms per liter) immediately followed by Type 1 glass beads at a rate of 6 pounds per gallon (0.72 kilograms per liter).

**Measurement**

**634.12** Add the following after the first paragraph:

When two applications of paint are required, measure each application.

Delete the second paragraph and substitute the following:

When pavement markings are measured by the linear foot (meter) or mile (kilometer), measure the length of line applied along the centerline of each line applied regardless of color or line width. Measure broken or dotted pavement lines from end to end of the line including gaps. Measure solid pavement lines from end to end of each continuous line. For wide lines (12 inches (300 millimeters) in width or greater), adjust the measured length of line in the ratio of the required width to 4 inches (100 millimeters).

## Section 635. — TEMPORARY TRAFFIC CONTROL

### Description

**635.01** Delete the second paragraph and substitute the following:

Arrow board, portable changeable message sign, barricade, and warning light types are designated in the MUTCD.

### Material

**635.02** Delete the Subsection and substitute the following:

**635.02** Conform to the MUTCD and the following Sections and Subsections:

Concrete barrier (temporary)	618
Delineator and object marker retroreflectors	718.08
Guardrail (temporary)	617
Retroreflective sheeting	718.01
Sign panels	718.03
Sign posts	718.04
Sign hardware	718.06
Temporary plastic fence	710.11
Temporary pavement markings	718.16

### Construction Requirements

**635.07 Construction Signs.** Delete the first paragraph and substitute the following:

Fabricate and install sign panels according to Subsection 633.05. Use Type III, IV, VIII, IX, or XI prismatic retroreflective sheeting. Use fluorescent sheeting for orange signs. For roll-up signs, use fluorescent Type VI retroreflective sheeting.

Add the following:

Provide the same type of sheeting on all post-mounted construction signs that pertain to the project. Use crashworthy posts within the traversable area adjacent to traffic.

### Measurement

**635.24** Delete the second paragraph and substitute the following:

When measuring temporary traffic control pay items, measure only one time even if relocated or replaced.

**Section 636. — TRAFFIC SIGNAL, TRAFFIC COUNTER, LIGHTING, AND  
ELECTRICAL SYSTEMS****Description****636.01** Add the following:

This work consists of installing a joint utility trench.

**Material****636.02 Material.** Add the following:

Sand	703.14
------	--------

**Construction Requirements****636.03 Regulations and Codes.** Add the following:

*LANL Health and Safety - Electrical Safety Requirement:*

Obtain an “Authorization to Energize” form signed by the Chief Electrical Inspector at LANL after completion of the electrical power connection and prior to energizing.

See requirements in the P101-13 Revision 5, Electrical Safety Program, issued by the Associate Director for Environmental Safety & Health for more information.

**636.05 Conduit.** Add the following:

Install conduit with 36” minimum sweeps for angle points without pull boxes. Install mule tape in all empty spare conduits.

Furnish and install manufactured duct spacers, suitable for direct bury, for all grouped conduit in joint utility trench applications to maintain proper separation at the manufacturer’s recommended spacing. Furnish and install clean sand bedding around all conduit per the plans.

**636.11 Relocations.** Add the following:

Install a new electrical service meter and disconnect as needed to relocate the existing electrical line serving the Ranger Station, power the new gate operators, and meet current electrical code. Coordinate with the electrical service provider as needed to complete the work, including all applications, permits, inspections and fees necessary to complete the work.



**Section 702. — ASPHALT MATERIAL**

**702.01 Asphalt Binder.** Delete the Subsection and add the following:

**702.01 Asphalt Binder.** Conform to M 320, Table 1.

In AASHTO M 320, Table 1 replace footnote *g* with the following:

<sup>g</sup> If the creep stiffness is below 300 MPa, the direct tension test is not required. If the creep stiffness is between 301 and 600 MPa, the creep stiffness value shall be used. The *m*-value requirement must be satisfied in both cases.

**Section 703. — AGGREGATE**

**703.01** Add the following:

**703.01 Fine Aggregate for Concrete.**

(c) Sand equivalent value, AASHTO T 176, 75 min.  
Alternate Method No. 2

**Section 705. — ROCK**

**705.02 Riprap** Add the following:

Furnish rock that is naturally occurring in the Northern New Mexico region with colors matching the surrounding landforms with primary colors that include red, pink, tan, and brown.

Alternatively, apply weathering agent per subsection 725.19 to rock used in permanent applications that is not naturally red, pink, tan or brown. Do not furnish rocks that are primarily black, blue or gray unless they are used for temporary applications. Remove all temporary rock from the project.

**Section 707. — METAL PIPE**

**707.16 Seamless Copper Water Tube and Fittings.** Delete and replace with the following:

**707.16 Seamless Copper (or PEX) Water Tube and Fittings**

Conform to ASTM B88, Type K for the designated sizes.

or

PEX-a tubing for 3/4 inch to 2-inch in diameter applications. Conform to AWWA C904 and ASTM F876. Furnish tubing with a minimum materials designation code of 3306 conforming to ASTM F876, a pressure rating of 200 psi at 73.4 degrees using a design factor of 0.63 as outlined in PPI TR-3, Part F-7, and with a minimum SDR of 9. Furnish blue tubing in accordance with APWA Uniform color standards.

**Section 710. — FENCE AND GUARDRAIL**

**710.04 Fence Posts and Bollards.** Delete and replace with the following:

**710.04 Fence Posts, Rails and Bollards.**

**(a) Wood.** Conform to AASHTO M 168.

Use dimension lumber for fences, rails, bollards, or gates, use timber that is sound, straight, and reasonably without knots, splits, and shakes. Provide S4S finish.

Trim dowel/rail ends with wood working tools and pre-drill posts for the dowel end of the horizontal rails +1/4" to securely fit the dowels within the posts.

**(b) Concrete.** Conform to Section 601.

**(c) Steel.** For line fence posts, conform to AASHTO M 281. For chain link fence, conform to AASHTO M 181.

Add the following:

**710.12 Barb-less Wire.** Furnish galvanized wire conforming to AASHTO M 280, Type Z with two strands of 12-1/2 gage wire, twisted. Use Class 3 galvanizing.

**Section 711. — CONCRETE CURING MATERIAL AND ADMIXTURES**

**711.05 Concrete Coloring Agents.** Add the following:

Choose from the manufactures and colors listed below for the pigment color for cement concrete or request authorization from the CO for use of manufactures not listed. The target color is Standard Color Chart number 30117-Earth Red of Federal Specification 595B unless otherwise noted by the CO.

Furnish concrete coloring agents meeting the following properties:

- a) Color admixtures formulated to permanently color concrete.
- b) Made from metal or mineral oxides either recycled from iron, refined from the earth, or made from pure synthetic iron oxides.
- c) Lightfast, alkali-resistant, and formulated to resist weathering and fading.
- d) No adverse effect on long term performance of concrete.

**Table 711-1**  
**Primary Concrete Coloring Agent Pigment**

<b>Manufacturer</b>	<b>Pigment Color</b>
Davis Colors	“Sunset Rose” Color 160
Increte Systems	“Navajo” Color CC510/2
Other approved manufacturers	

Incorporate the pigment in accordance with the manufacturer’s recommendations.

### **Section 713. — ROADSIDE IMPROVEMENT MATERIAL**

**713.04 Seed.** Add the following:

The Government (NPS) will furnish a seed mix conforming to Table 713-10 for application by the Contractor.

**Table 713-10**  
**Government (NPS) Furnished Seed Mix**

<b>Species</b>	<b>Approx. Percent of Mix (%)</b>
Muhlenbergia montana (Mountain muhly)	10
Bouteloua gracillis (Blue grama)	20
Elymus elymoides (Bottlebrush Squirreltail)	35
Koeleria macrantha (Prairie Junegrass)	5
Sporobolus cryptandrus (Sand dropseed)	30

**713.05 Mulch.** Delete this section and replace with the following:

Furnish 100 percent virgin wood fiber with preblended tackifier for all mulching within the project limits. Furnish plant-based tackifier such as guar or alpha plantago.

- e) Colored with a green dye noninjurious to plant growth;
- f) Readily dispersible in water;
- g) Nontoxic to seed or other plant material;
- h) Free of growth or germination inhibiting substances;
- i) Free of weed seed;

- j) Air dried to an equilibrium moisture content of 12 +/- 3 percent;
- k) Packaged in new labeled containers; and
- l) Packaged in a condition appropriate for mixing in a homogeneous slurry suitable for application with power spray equipment.

**713.12 Fiber Rolls and Socks.** Delete this section and replace with the following:

**713.12 Fiber Rolls and Socks.**

(a) **Coir rolls.** Furnish coir fiber rolls that are 100 percent coconut fiber.

(b) **Other fiber material.** Use of other all-natural biodegradable material that is certified weed free, such as 100 percent virgin wood fiber that meets the requirements of the application may be considered. Do not use photodegradable materials. Submit to the CO for approval.

**713.16 Silt Fence.** Delete Subsection (a) and substitute the following:

(a) **Geotextile.** Conform to Table 8 of AASHTO M 288.

**713.17 Temporary Rolled Erosion Control Products.** Add the following:

Use all-natural biodegradable material that is certified weed free, such as 100 percent virgin wood fiber that meets the requirements of the application. Do not use photodegradable materials or synthetic materials. Submit to the CO for approval.

**Section 718. — TRAFFIC SIGNING AND MARKING MATERIAL**

**718.01 Retroreflective Sheeting.** Add the following:

Furnish fluorescent type sheeting for all signs and all devices specifying an orange or a yellow background.

**718.03 Panels.** Add the following:

Paint sign backs in accordance with Section 563 (National Park Service Brown) or apply weathering agent per Section 725.19. Do not furnish exposed, shiny galvanized or aluminum sign backs.

**718.04 Posts.** Add the following:

Paint in accordance with Section 563 (National Park Service Brown) or apply weathering agent per Section 725.19. Do not furnish exposed, shiny galvanized or aluminum posts.

**718.06 Hardware.** Add the following:

Paint in accordance with Section 563 (National Park Service Brown) or apply weathering agent per Section 725.19. Do not furnish exposed, shiny galvanized or aluminum posts.

## Section 725. — MISCELLANEOUS MATERIAL

### **725.01 Water.** Add the following:

Potable water is available from NPS at the Frey Trailhead, at no cost, for drinking and limited clean-up purposes. Do not use this water source for dust control, earthwork, or other high-water volume uses. Request approval from the CO prior to connection or use of the water. NPS may limit or restrict the use of this water source at any time.

### **725.04 Pozzolans.** Delete line (a) and substitute the following:

- (a) **Fly ash.** Conform to AASHTO M 295 4.5 percent max  
Class C or Class F.  
When used to mitigate alkali-silica reactivity,  
also available alkalies as equivalent Na<sub>2</sub>O

### Add the following:

**725.19 Weathering agent.** Furnish a weathering agent that colors rock, cementitious, and galvanized surfaces to a brownish earth tone, and contains no pigments. Furnish a material that contains chemical components that have no adverse reactions or effects on soils, plants, or animals. The material cannot contain corrosive by-products once the product has been applied.

Permeon™ and Natina® Rock are acceptable products for coloring rock surfaces; Permeon™ and Natina® Concrete are acceptable products for coloring cementitious surfaces; and Natina® Steel is an acceptable product for coloring galvanized surfaces. Identification by brand name is intended to be descriptive, not restrictive, and is intended to indicate the quality and characteristics of products that will be satisfactory. Submit “or equal” products meeting the following salient characteristics to the CO for approval.

- (a) A soluble solution that contains organic acids and natural oxidizers.
- (b) All coloring developed through a reactionary process that etches surfaces, producing a finish that’s resistant to fading from exposure to sunlight, with an expected performance life exceeding 10 years in nonaggressive climates.
- (c) A product that causes negligible zinc coating losses when applied to galvanized surfaces.

### Acceptable products include:

Permeon™  
manufactured by Soil-Tech  
6420 South Cameron, Suite 207  
Las Vegas, NV 89118  
702-873-2023

Natina® Rock; Natina® Concrete; Natina® Steel  
manufactured by Natina Products, LLC  
1577 First Street  
Coachella, CA 92236  
877-762-8462

[www.soil-tech.com](http://www.soil-tech.com)

[www.natinaproducts.com](http://www.natinaproducts.com)

Add the following subsection:

### **725.20 Detectable Warning Surfaces**

- (a) General.** Provide detectable warning surface panels with the truncated dome shape shown on the Plans, minimum 2-foot-wide. Do not use Stamped or imprinted concrete systems.

Use cast-in-place panels made of cast iron, fiberglass reinforced composite material or durable concrete polymer.

- (b) Color.** Provide white or dark brick red color panels matching SAE AMS Standard 595, color number 37875 and 20109 respectively or a natural patina finish for cast iron panels. Selected color of detectable warning panels must have sufficient contrast from the sidewalk (light-on-dark or dark-on-light contrast with adjacent walking surface). Submit color for approval by the CO.

Add the following subsection:

### **725.30 Water Service Assembly**

- (a) Service Saddle.** Provide double strap service saddle with ductile iron body. Field verify water main O.D. and furnish size and type meeting manufacturer's recommendations for the water service application.
- (b) Corporation Stop.** Provide brass corporation stop meeting AWWA C-800 for use in potable water. 1-inch minimum size unless otherwise noted.
- (c) Fittings.** Provide brass fittings, connections, reducers, transitions meeting AWWA requirements and NSF 61 certification.



# **APPENDIX A**

401 404 PERMIT

## COMPLIANCE CERTIFICATION

Action Number: SPA-2022-00091

Name of Permittee: FHWA – CFLHD, Attn: Mr. Solomon Haile

Nationwide Permit: 42 – *Recreational Facilities*

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Albuquerque District  
Attn: Regulatory Division  
4101 Jefferson Plaza NE  
Albuquerque, New Mexico 87109-3435  
[SPA-RD-NM@usace.army.mil](mailto:SPA-RD-NM@usace.army.mil)

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

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

Date Work Started \_\_\_\_\_

Date Work Completed \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date



### **Expedited Individual Certification**

May 27, 2022

Solomon Haile and Leslie Perry  
U.S. Federal Highway Administration-Central Federal Lands Highway Division  
12300 West Dakota Avenue  
Lakewood, CO 80228

#### **RE: State of New Mexico Clean Water Act Section 401 Water Quality Certification of SPA-2022-00091-ABQ, Tsankawi Parking Lot Project:**

The U.S. Army Corps of Engineers (Corps) has determined that your project will be authorized under Nationwide Permit #42. As described in the application package or Preconstruction Notification (PCN) received and reviewed by the New Mexico Environment Department (NMED), the project qualifies for the expedited Clean Water Act (CWA) Section 401 Water Quality Certification, subject to the conditions described below. The conditions below are directly from a Certification Template developed and public noticed by NMED pursuant to 20.6.2.2002 NMAC. Projects that are unable to comply with the conditions listed within the Certification Template will not be certified using the Certification Template. In these cases, the Project Proponent must apply to NMED for a standard individual Certification pursuant to 20.6.2.2002 NMAC.

Based on information provided by the Corps and the Project Proponent, NMED certifies that the permitted activity will comply with applicable provisions of the CWA Sections 301, 302, 303, 306, and 307 and with appropriate requirements of state law, including the New Mexico Water Quality Act (NMSA 1978, Sections 74-6-1 to -17), and state water quality regulations at 20.6.2 NMAC and 20.6.4 NMAC, upon compliance with the following conditions:

#### **General Conditions of Certification:**

The following conditions apply to projects covered by Nationwide Permits (NWPs) 12, 21, 29, 39, 40, 42, 43, 44, 50, 51, 52, 57, and 58.

#### ***General Condition 1. Compliance Inspection***

Prior to the initial operation of a certified project, NMED shall be afforded the opportunity to inspect the facility or activity for the purpose of determining whether the discharge from the certified project will violate the certification (40 C.F.R. § 121.11).

#### ***General Condition 2. Impaired Water Bodies***

If a proposed activity will result in fill material in water bodies listed as impaired under Section 303(d) of the CWA, the Project Proponent shall select and implement specific measures or Best Management Practices (BMPs) to prevent further degradation of the water quality. The current EPA-approved New Mexico list of impaired waters is available at <https://www.env.nm.gov/surface-water-quality/303d-305b/> - see the most current summary spreadsheet "All Impairments (Category 4 or 5)" or contact NMED's Surface Water Quality Bureau if you have any questions or need assistance.

#### ***General Condition 3. Best Management Practices (BMPs)***

Project Proponents shall select and implement all practicable and reasonable BMPs that are appropriate for their project. Practicable and reasonable BMPs for New Mexico surface waters include but are not limited to:

**Scheduling** – Project activities must avoid times of predictable flooding to avoid working in high water (seasonal monsoons, snowmelt, or releases from dams).

**Crossings** – Limit stream and wetland crossings to a single, narrow location that is perpendicular to the stream (or along a contour of a wetland).

**Diversions** – Flowing water that is diverted around the work area must remain within the existing channel and provide for aquatic life movement. Diversions must be non-erodible, such as sandbags, water bladders, concrete barriers, or channel lined with geotextile or plastic sheeting. Dirt cofferdams or unlined ditches are not acceptable diversion structures.

**Heavy equipment** –

- Pressure wash and/or steam clean before the start of the project and inspect daily for leaks (to remove contaminants and to avoid introducing invasive species).
- Complete a written log of inspections and maintenance throughout the project period.
- Do not use leaking equipment in or near surface water(s).
- Do not park or leave equipment stored within the stream channel or wetland.
- Operate from the bank or work platforms whenever possible. Avoid heavy equipment operation in flowing water.

**Fuel** –

- Store fuel, oil, hydraulic fluid, lubricants, and other petrochemicals outside of the 100-year floodplain within a secondary containment system capable of containing twice the volume of the product.
- Refuel equipment at least 100 feet from surface water.

**Construction materials** –

- Use appropriate fill material – broken concrete, tires, tire bales, treated lumber, and other refuse material shall not be used as fill material.
- All asphalt, concrete, drilling fluids and other construction materials must be properly handled and contained to prevent releases to surface water. Poured concrete must be fully contained in mortar-tight forms and/or placed behind non-erodible cofferdams to prevent contact with surface or ground waters. Appropriate measures must be used to prevent wastewater from concrete batching, vehicle and equipment wash-down, or aggregate processing from impacting surface waters and aquatic resources.

**Demolition, repair, and cleaning activities** – Materials associated with demolition, repair, and cleaning activities of bridges or associated structures must be kept out of the channel. Generally, impermeable containment material (e.g., plastic sheet, canvas, tarpaulins or other catchment devices) must be secured under the structure to capture falling debris. Sandblasting must include vacuum systems, or the structures must be completely bagged to collect all paint and concrete debris. Any debris that falls onto the containment area or channel must be properly disposed of in accordance with the New Mexico Solid Waste Regulations (20.9.1 NMAC). Applicable Safety Data Sheets of water repellants and surface finish treatments must be maintained at the project area and such products must follow safety procedures for use near open water.

**Trenching** –

- Excavated trenches shall be backfilled and compacted to match the adjacent undisturbed soil and topography.
- Excavated trenches shall not result in draining any surface water including wetlands.
- Excavated trenches shall include escape ramps for wildlife.
- Excavated trenches shall use planning and construction practices to minimize the length and duration of open trenches.

**Dewatering discharges** – Dewatering discharges shall not contain contaminants, including excessive turbidity and other contaminants associated with the discharge, in concentrations that exceed surface water or groundwater standards at 20.6.4 NMAC and 20.6.2 NMAC. Appropriate dewatering BMPs include discharging to a sediment basin within an uplands area behind a vegetative buffer, using fabric, biobag, or hay-bale corrals, or using geotextile filter bags.

**Dust control** – Water used in dust suppression shall not contain contaminants in concentrations that exceed surface water or groundwater standards at 20.6.4 NMAC and 20.6.2 NMAC.

**Erosion control –**

- Avoid disturbance to vegetation and minimize bare ground.
- Establish and maintain upland buffers between upland construction and all surface waters, including streams, arroyos and wetlands.
- Silt fences, seed-free straw mulch, hydro-mulch, biodegradable straw wattles, erosion control fabrics and other techniques must be employed as appropriate to protect waters from sedimentation and other pollutants.
- Avoid using jute netting or placing woven wire in contact with the stream. These materials have been known to trap and kill fish and wildlife near streams or rivers.

**Wetlands –**

- Avoid working in wetlands whenever possible.
- Flag or otherwise mark wetland boundaries so construction crews can avoid them.
- When wetlands must be crossed by heavy equipment, schedule work when wetland soils are frozen whenever possible.
- Avoid working in wetlands when soils are too saturated to support heavy machinery.
- Avoid permanent impacts to wetlands such as draining, filling, or other hydro-modifications.
- Install permeable fills to allow natural seepage flows.
- Use the smallest machinery that can handle the job – preferably non-mechanized equipment.
- Use wide tires, tracks, wooden mats, or board roads to disperse weight and minimize soil compaction when heavy machinery is required.
- Avoid turning wheels when the vehicle is stationary to prevent digging and damage to vegetation.
- Minimize wetland impacts by stockpiling vegetation and hydric soils to be reused during post-construction stabilization.

**Post-construction stabilization –**

- The Project Proponent and their contractors shall take necessary steps to minimize channel and bank erosion during and after construction. Where applicable, banks must be reseeded or replanted with native vegetation.
- Disturbed areas outside stream channels that are not otherwise physically protected from erosion must be reseeded or planted with native vegetation so that species regrowth is functionally equivalent to the pre-disturbed site or a reference site. Stabilization measures including vegetation are required at the earliest practicable date, but by the end of the first full growing season following construction. Native woody riparian and/or wetland species must be used in areas that support such vegetation. The Corps will determine the requirements for post-construction monitoring on a case-by-case basis.

***General Condition 4. Fills Within Floodplains***

The authorized dredge and fill activity shall comply with Executive Order 11988 (Floodplain Management).

***General Condition 5. Low Impact Development***

When the discharge of fill material results in the replacement of wetlands or waters of the U.S. with impervious surfaces, the Project Proponent shall select and implement low impact development practices (e.g. native landscaping, bioretention and infiltration techniques, and constructed green spaces) to the extent practicable. More information including low impact concepts and definitions is available at:

<https://www.epa.gov/nps/urban-runoff-low-impact-development>.

***General Condition 6. Spills***

Appropriate spill clean-up materials such as absorbent pads must be available on-site at all times during construction. The Project Proponent shall report all spills immediately to NMED as required by the New Mexico Water Quality Control Commission Regulations (20.6.2.1203 NMAC). For non-emergencies during normal business hours, call 505-428-2500. For non-emergencies after hours, call 866-428-6535. For emergencies only, call 505-827-9329 twenty-four hours a day (New Mexico Department of Public Safety).

***General Condition 7. Posting***

The Project Proponent shall provide all contractors and subcontractors a copy of this Certification and make all contractors and subcontractors aware of the certification conditions prior to initial operation. A copy of this Certification must be kept at the project site during all phases of construction.

**Specific Conditions for Nationwide Permits:**

Subject to the General Conditions above, NMED certifies use of the following NWP's without permit-specific conditions: 12, 29, 39, 40, 42, 43, 50, 51, 52, 57, and 58.

***Specific Condition for NWP 21 and 44***

NMED certifies use of these two NWP's subject to the General Conditions above and with the following permit specific conditions:

Projects shall not cause upstream head cutting, downstream incision, or stream widening. Projects must allow for the passage of sediment, bedload, woody debris, and aquatic life.

**Specific Denials of Specific Nationwide Permits:**

***Specific Denial for NWP's 12, 21, 29, 39, 40, 42, 43, 44, 50, 51, 52, 57, 58***

NMED denies certification for use of these NWP's for projects with impacts of greater than 300 linear feet when such projects do not include water quality measures to avoid, minimize, rectify, or reduce water quality impacts.

***Specific Denials for NWP's 29 and 39***

NMED denies certification for these NWP's that include projects within the 100-year floodplain when such projects do not include water quality measures to avoid, minimize, rectify, or reduce water quality impacts.

NMED denies certification for these NWP's for projects involving the storage or extraction of hazardous materials.

***Specific Denial for NWP-43***

NMED denies certification for NWP-43 for stormwater management facilities that are constructed "on-line" and located within a watercourse.

**Table 1: Action on a Certification request.**

<b>General &amp; Specific Conditions</b>	<b>Why the condition is necessary to assure that the proposed project will comply with water quality requirements</b>	<b>A citation that authorizes the condition</b>
<b>General Condition 1</b>	NMED compliance evaluations are necessary to ensure that the project activities will comply with the terms and conditions of the permit and this certification, including compliance with State water quality standards, all water quality requirements associated with effective BMPs, and other water pollution controls.	20.6.4.13 NMAC General Criteria; 20.6.4.8 NMAC Antidegradation Policy and Implementation Plan. 40 C.F.R. §121.11 Enforcement of and compliance with certification conditions.
<b>General Condition 2</b>	Impaired water bodies are protected as Tier 1 waters under New Mexico's Antidegradation Policy and Implementation Procedure ("no further degradation is permitted"). This condition is necessary to protect water quality, because the installation and implementation of Best Management Practices (BMPs) is the primary tool for preventing and limiting the discharge of pollutants from dredge and fill activities to a watercourse. It is necessary to ensure that water quality is not further degraded, and that the chemical, physical, and biological integrity of New Mexico's waters are restored and maintained.	20.6.4.13 NMAC General Criteria; 20.6.4.8 NMAC Antidegradation Policy and Implementation Plan; Statewide Water Quality Management Plan and Continuing Planning Process (WQMP/CPP) – Appendix A, Antidegradation Policy Implementation Procedure for Regulated Activities; 40 C.F.R. §131.12 Antidegradation policy and implementation methods; 40 C.F.R. §230.10 Restrictions on discharge; 40 C.F.R. §230.72 Actions controlling the material after discharge; 40 C.F.R. §230.74 Actions related to technology; 40 C.F.R. §230.75 Actions affecting plant and animal populations.
<b>General Condition 3</b>	This condition is necessary to protect water quality, because the installation and implementation of Best Management Practices (BMPs) is the primary tool for preventing and limiting the discharge of pollutants from dredge and fill activities to a watercourse. It is necessary to ensure that water quality is not degraded, and that the chemical, physical, and biological integrity of the National waters are not negatively impacted by potential discharges.	20.6.4.13 NMAC General Criteria; 20.6.4.8 NMAC Antidegradation Policy and Implementation Plan; 40 C.F.R. §131.12 Antidegradation policy and implementation methods; 40 C.F.R. §230.10 Restrictions on discharge; 40 C.F.R. §230.72 Actions controlling the material after discharge; 40 C.F.R. §230.74 Actions related to technology; 40 C.F.R. §230.75 Actions affecting plant and animal populations.
<b>General Condition 4</b>	This condition is necessary to protect water quality because proper functioning floodplains provide natural riparian buffers along streams that filter sediment and pollutants from runoff and promote uptake of nutrients and chemical reactions in the soil and water column that improve water quality <sup>1</sup> . Land-use changes have the potential to disrupt floodplain function, limiting the natural ability of floodplain ecosystems to assimilate pollutants. Executive Order 11988 requires the avoidance of long- and short-term adverse impacts associated with the occupancy and	Executive Order 11988 – Floodplain management; 20.6.4.13 NMAC General Criteria; 20.6.4.8 NMAC Antidegradation Policy and Implementation Plan; 40 C.F.R. § 131.12 Antidegradation policy and implementation methods; 40 C.F.R. § 230.10 Restrictions on discharge; 40 C.F.R. § 230.72 Actions controlling the material after discharge; 40 C.F.R. § 230.74 Actions related to technology; 40 C.F.R. § 230.75 Actions affecting plant and animal

<sup>1</sup> [https://www.epa.gov/sites/production/files/201508/documents/a\\_function\\_based\\_framework\\_for\\_stream\\_assessment\\_3.pdf](https://www.epa.gov/sites/production/files/201508/documents/a_function_based_framework_for_stream_assessment_3.pdf)

General & Specific Conditions	Why the condition is necessary to assure that the proposed project will comply with water quality requirements	A citation that authorizes the condition
	modification of floodplains and the avoidance of direct or indirect support of floodplain development wherever there is a practicable alternative. It is necessary to ensure that water quality is not degraded, and that the chemical, physical, and biological integrity of the National waters are not negatively impacted by potential discharges.	populations.
<b>General Condition 5</b>	This condition is necessary to protect water quality, because impervious surfaces, buildings, and land developments are documented as probable sources of water quality impairments (CWA Section 303(d)(1), State of New Mexico Total Maximum Daily Loads <sup>2</sup> ). The installation and implementation of Best Management Practices (BMPs) is the primary tool for preventing and limiting the discharge of pollutants from dredge and fill activities to a watercourse. It is necessary to ensure that water quality is not degraded, and that the chemical, physical, and biological integrity of the National waters are not negatively impacted by potential discharges.	20.6.4.13 NMAC General Criteria; 20.6.4.8 NMAC Antidegradation Policy and Implementation Plan; 40 C.F.R. § 131.12 Antidegradation policy and implementation methods; 40 C.F.R. § 230.10 Restrictions on discharge; 40 C.F.R. § 230.72 Actions controlling the material after discharge; 40 C.F.R. § 230.74 Actions related to technology; 40 C.F.R. § 230.75 Actions affecting plant and animal populations.
<b>General Condition 6</b>	This condition is necessary to protect water quality, because requiring clean-up materials on-site and timely spill reporting ensures compliance with all water quality requirements in the event of a spill of toxic pollutants or other contaminants.	20.6.4.13 NMAC General Criteria; 20.6.2.1203 NMAC Notification of Discharge-Removal; 40 C.F.R. § 230.74 Actions related to technology.
<b>General Condition 7</b>	This condition is necessary to protect water quality, because providing all contractors and subcontractors with the terms and conditions of this Certification will help prevent noncompliance with the State water quality regulations by supporting adequate training and working procedures.	NMSA 1978, Sections 74-6-1 to -17; 20.6.2 NMAC Ground and Surface Water Protection; 20.6.4 NMAC Standards for Interstate and Intrastate Surface Waters. 40 C.F.R. § 230.74 Actions related to technology.
<b>Specific Conditions for NWP 21 and 44</b>	These specific conditions are necessary to protect water quality because headcuts, incision, and widening are stream responses to disturbances and represent a stream in disequilibrium that is functionally disconnected from its floodplain. Streambank modification and streambank destabilization are documented as probable sources of water quality impairments (CWA Section 303(d)(1), State of New Mexico Total Maximum Daily Loads, <a href="https://www.env.nm.gov/surface-water-quality/tmdl/">https://www.env.nm.gov/surface-water-quality/tmdl/</a> ). Ensuring passage of sediment, bedload, woody debris, and aquatic life will restore and maintain the chemical, physical, and biological	20.6.4.13 NMAC General Criteria; 20.6.4.8 NMAC Antidegradation Policy and Implementation Plan; 40 C.F.R. § 131.12 Antidegradation policy and implementation methods; 40 C.F.R. § 230.10 Restrictions on discharge; 40 C.F.R. § 230.72 Actions controlling the material after discharge; 40 C.F.R. § 230.74 Actions related to technology; 40 C.F.R. § 230.75 Actions affecting plant and animal populations.

<sup>2</sup> <https://www.env.nm.gov/surface-water-quality/tmdl/>



<b>General &amp; Specific Conditions</b>	<b>Why the condition is necessary to assure that the proposed project will comply with water quality requirements</b>	<b>A citation that authorizes the condition</b>
	integrity of surface water.	

**Table 2: For denial of certification for issuance of a general license or permit**

<b>Denials</b>	<b>(i) The specific water quality requirements with which discharges that could be authorized by the general license or permit will not comply;</b>	<b>(ii) A statement explaining why discharges that could be authorized by the general license or permit will not comply with the identified water quality requirements; and</b>	<b>(iii) If the denial is due to insufficient information, the denial must describe the types of water quality data or information, if any, that would be needed to assure that the range of discharges from potential projects will comply with water quality requirements.</b>
<b>Specific Denial for NWP's 12, 21, 29, 39, 40, 42, 43, 44, 50, 51, 52, 57, 58</b>	20.6.4 NMAC Standards for Interstate and Intrastate Surface Waters; 20.6.4.13 NMAC General Criteria; 20.6.4.8 NMAC Antidegradation Policy and Implementation Plan.	There may be insufficient information to determine if projects that impact more than 300 linear feet will comply with water quality requirements.	Streambank modification, streambank destabilization, and loss of riparian habitat are documented as probable sources of water quality impairments (CWA Section 303(d)(1), State of New Mexico Total Maximum Daily Loads, <a href="https://www.env.nm.gov/surface-water-quality/tmdl/">https://www.env.nm.gov/surface-water-quality/tmdl/</a> ). Projects that propose to impact more than 300 linear feet must assure that all applicable water quality standards will not be violated.
<b>Specific Denial for NWP's 29 and 39</b>	20.6.4 NMAC Standards for Interstate and Intrastate Surface Waters; 20.6.4.13 NMAC General Criteria; 20.6.4.8 NMAC Antidegradation Policy and Implementation Plan.	There may be insufficient information to determine if residential, commercial, and institutional developments constructed in 100-yr floodplains or involve hazardous materials will comply with water quality requirements.	Impervious surfaces, buildings, and land developments are documented as probable sources of water quality impairments (CWA Section 303(d)(1), State of New Mexico Total Maximum Daily Loads, <a href="https://www.env.nm.gov/surface-water-quality/tmdl/">https://www.env.nm.gov/surface-water-quality/tmdl/</a> ). Projects that propose to develop within floodplains or involve hazardous materials must assure that all applicable water quality standards will not be violated.
<b>Specific Denial for NWP's 43</b>	20.6.4 NMAC Standards for Interstate and Intrastate Surface Waters; 20.6.4.13 NMAC General Criteria;	There may be insufficient information to determine if stormwater management facilities that are constructed	Streambank modification, streambank destabilization, and loss of riparian habitat are documented as probable sources

Denials	(i) The specific water quality requirements with which discharges that could be authorized by the general license or permit will not comply;	(ii) A statement explaining why discharges that could be authorized by the general license or permit will not comply with the identified water quality requirements; and	(iii) If the denial is due to insufficient information, the denial must describe the types of water quality data or information, if any, that would be needed to assure that the range of discharges from potential projects will comply with water quality requirements.
	20.6.4.8 NMAC Antidegradation Policy and Implementation Plan.	within watercourses will comply with water quality requirements.	of water quality impairments (CWA Section 303(d)(1), State of New Mexico Total Maximum Daily Loads, <a href="https://www.env.nm.gov/surface-water-quality/tmdl/">https://www.env.nm.gov/surface-water-quality/tmdl/</a> ). Projects that propose to construct stormwater management facilities “on-line” must assure that all applicable water quality standards will not be violated.

**Comments that are not Conditions of Certification:**

NMED comments on the NWP's were submitted to Docket ID # COE-2020-0002 via the Regulations.gov website on November 16, 2020. See 85 FR 57298 (September 15, 2020).

***Other permits that may be required in addition to CWA Section 404 permits –***

- Dewatering discharges may be subject to NMED Discharge Permits. Regulations for ground and surface water protection at 20.6.2.1201 NMAC require any person intending to make a new water contaminant discharge to file a notice of intent to discharge with the Ground Water Quality Bureau (<https://www.env.nm.gov/gwqb/>) for discharges that may affect groundwater and/or with the Surface Water Quality Bureau (<https://www.env.nm.gov/swqb/>) for discharges that may affect surface water. Based on the information provided in the notice of intent, the appropriate Bureau will notify the Project Proponent if a discharge permit is required.
- Activities that disturb one (1) acre or more may require a National Pollutant Discharge Elimination System (NPDES) permit from the U.S. Environmental Protection Agency (EPA) under Section 402 of the Clean Water Act. The permittee should submit the appropriate application to EPA 14 days prior to initiating construction. In the case of emergency operations, operators must apply no later than 30 days after the start of construction and are considered provisionally covered under the terms and conditions of the EPA-issued general permit immediately, and fully covered 14 calendar days after EPA has acknowledged receipt of the application (Notice of Intent, or NOI), unless EPA notifies the permittee that the authorization has been delayed or denied. For additional information, contact:

EPA Region 6  
1201 Elm St.  
Dallas, Texas 75202  
Ph: 800-887-6063 or 214-665-2760 if calling from outside Region 6

If you have any questions regarding this conditional CWA Section 401 Water Quality Certification, please use SWQB's "401 Contact Map" to contact the SWQB staff assigned to the area where your project is located (<https://www.env.nm.gov/surface-water-quality/dredgeandfillactivities/>).

Sincerely,

Shelly Lemon, Chief  
Surface Water Quality Bureau

xc:

Chris Parrish, Regulatory Branch Chief, USACE Albuquerque District (Christopher.M.Parrish@usace.army.mil)

Curry Jones, Enforcement and Compliance Assurance Division, USEPA Region 6 (Jones.Curry@epa.gov)

Brianna Wadley, Water Division, USEPA Region 6 (Wadley.Brianna@epa.gov)

Mathew Wunder, Chief, Ecological & Environmental Planning, New Mexico Department of Game and Fish (Mathew.Wunder@state.nm.us)

Debra Hill, Large River Restoration Branch Supervisor, NM Ecological Services Field Office, U.S. Fish and Wildlife Service (Debra\_Hill@fws.gov)

John Rhoderick, Acting Water Protection Division Director, NMED (John.Rhoderick@state.nm.us)

Abe Franklin, Watershed Protection Program Manager, SWQB-NMED (Abraham.Franklin@state.nm.us)

Alan Klatt, Watershed Protection Section, SWQB-NMED (Alan.Klatt@state.nm.us)

401 Certification File, NMED-SWQB

**MEMORANDUM OF AGREEMENT**  
**BETWEEN BANDELIER NATIONAL MONUMENT**  
**AND THE**  
**NEW MEXICO STATE HISTORIC PRESERVATION OFFICER**  
**REGARDING THE TSANKAWI UNIT PARKING LOT AND ACCESS ROAD**

**WHEREAS**, the Department of Energy and New Mexico Department of Transportation are planning to construct improvements to New Mexico State Road 4 (SR 4) and East Jemez Road in 2022 that will result in the loss of visitor parking and public access to the Tsankawi Unit of Bandelier National Monument; and

**WHEREAS**, Bandelier National Monument, National Park Service (NPS) plans to construct the Tsankawi Unit Parking Lot and Access Road (undertaking) pursuant to its authority as the federal land manager with exclusive jurisdiction over Bandelier National Monument, thereby making the undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. 306108, and its implementing regulations, 36 C.F.R Part 800; and

**WHEREAS**, the NPS is the lead federal agency for purposes of compliance with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) in accordance with 36 Code of Federal Regulations (CFR) § 800.2(a)(2), and Federal Highways Administration (FHWA) is providing funding and design services for the undertaking but not participating in this Memorandum of Agreement; and

**WHEREAS**, the undertaking is part of the Tsankawi Unit Management Plan (TUMP), analyzed in the 2015 *Tsankawi Unit Management Plan Environment Assessment* (EA). The EA Finding of No Significant Impact decision required that any individual undertaking within the plan must be subjected to separate consideration under Section 106 of NHPA; and

**WHEREAS**, TUMP is an NPS decision to increase visitor management for overall benefit to fragile resources and NPS has developed the Tsankawi Unit Cultural Landscape Report (CLR 2020) for Tsankawi to guide resource treatments and TUMP actions relevant to the cultural landscape; and

**WHEREAS**, the NPS undertaking consists of construction of a two way access road from the intersection of SR 4 and East Jemez Road to a newly constructed parking lot (approximately 29,000 ft<sup>2</sup>) adjacent to the current visitor contact station, as depicted in Attachment A; and

**WHEREAS**, NPS has defined the undertaking's area of potential effects (APE) as a portion of the western side of the Tsankawi Unit, based in part on viewshed analysis.

**WHEREAS**, NPS has determined that the undertaking may have an adverse effect on the Tsankawi Traditional Cultural Property, which is eligible for inclusion on the National Register of Historic Places, and has consulted with the New Mexico State Historic Preservation Officer (NMSHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the NHPA; and

**WHEREAS**, NPS has incorporated design considerations described in the CLR into the architecture and engineering design process and planning to date, and will continue to do so through development of 100% construction design plans; and

**WHEREAS**, NPS has invited consultation with the Pueblo of San Ildefonso, Pueblo of Santa Clara, Pueblo de Cochiti, Kewa Pueblo, Pueblo of San Felipe, Pueblo of Zuni, Fort Sill Apache Tribe of Oklahoma, the Hopi Tribe, Laguna Pueblo, Nambe Pueblo, the Navajo Nation, Ohkay Owingeh Pueblo, the Pueblo of Acoma, the Pueblo of Isleta, the Pueblo of Jemez, the Pueblo of Picuris, the Pueblo of Pojoaque, the Pueblo of Sandia, the Pueblo of Santa Ana, the Standing Rock Sioux Tribe, the Pueblo of Taos, the Pueblo of Tesuque, the Pueblo of Zia, and Ysleta del Sur Pueblo regarding the Tsankawi Traditional Cultural Property and the effects of the undertaking on historic properties and has invited the Pueblo of San Ildefonso and interested Tribes to sign this MOA as Concurring Parties; and

**WHEREAS**, the Pueblo of San Ildefonso is a consulting party and wishes to be a Concurring Party to this agreement; and

**WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), NPS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**NOW, THEREFORE**, NPS and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

## **STIPULATIONS**

NPS shall ensure that the following measures are carried out:

I. Implementation of the following specific action items in the selected action the TUMP will be prioritized and pursued by NPS to resolve adverse effects. Action items will be developed utilizing the guidance provided in the CLR. All action items will be developed in consultation with the NMSHPO and Concurring Parties. The NMSHPO and the Concurring Parties will have thirty (30) days to comment on plans for each action item, after which time the NPS shall address any requested revisions and re-submit the revised plans to the SHPO and Concurring Parties for a review of ten (10) days. The NPS will address the comments and provide a final revised plan

to SHPO and the Concurring Parties.

A. Reroute Tsankawi Mesa Trail around Tsankawi Pueblo – The Tsankawi Mesa Trail will be rerouted to protect sacred ground and pueblo features. The first part of the trail will follow an alignment similar to the existing trail. On the mesatop, the trail will be rerouted away from and south of the center of Tsankawi Pueblo. The current trail through the pueblo will be reclaimed and restored. Route design will consider a range of configurations.

B. Increased Site Presence – The park will seek funding for one or more seasonal NPS ranger positions to be based at the Tsankawi Unit. Major duties of the position(s) will be to interact with visitors on the trail, enforce fee compliance, and educate visitors about resource stewardship. The park will make all attempts allowable under law and policy to recruit from nearby Pueblo and local communities. Other duties and components of the position(s) may be developed by the park in cooperation with the Pueblo of San Ildefonso.

C. Interpretive Programming – A new interpretive messaging program will be designed and implemented to the maximum extent feasible. It will be designed to inform visitors of the sensitivity and historical context of the area. All interpretive materials will be designed to foster a sense of place and value of the landscape.

D. Cultural Advising – Cultural advisors from the Pueblo of San Ildefonso will be utilized to the greatest extent possible in developing all stipulations listed in this section. Further, the NPS will prioritize and pursue ways to incorporate cultural advisors into staff and volunteer interpretive training related to Tsankawi resources. Upon execution of this MOA, the NPS will invite the Pueblo of San Ildefonso to discuss how and when to meet for this activity.

II. All ground disturbing project activities, including equipment and material staging, will avoid known archeological sites. Effective communication and physical marking will be used to ensure archeological resources will be avoided during project activities.

III. All ground disturbing project activities will be monitored by a cultural resources specialist under the supervision of a person meeting the Department of Interior Professional Qualification Standards for Archeology. NPS shall also invite tribal observers to participate in monitoring activities.

#### IV. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its

execution. Prior to such time, NPS may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below.

## V. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the NPS shall halt work in the immediate vicinity until the resources can be identified and documented. The Superintendent in consultation with the Section 106 Coordinator and the appropriate members of the CRM Team, will make reasonable efforts to avoid, minimize, or mitigate adverse effects on those historic properties in consultation with the SHPO and Federally recognized Indian Tribes as appropriate. If human remains or other cultural material that may fall under the provisions of NAGPRA are present, the Superintendent will comply with NAGPRA. The Superintendent will ensure that any human remains are left in situ, are not exposed, and remain protected while compliance with NAGPRA, ARPA, or other applicable federal, state, and/or local laws and procedures is undertaken.

## VI. MONITORING AND REPORTING

For each year following the execution of this MOA until it expires or is terminated during which stipulations of this agreement are carried out, NPS shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in NPS's efforts to carry out the terms of this MOA.

## VII. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, NPS shall consult with such party to resolve the objection. If NPS determines that such objection cannot be resolved, NPS will:

A. Forward all documentation relevant to the dispute, including the NPS's proposed resolution, to the ACHP. The ACHP shall provide NPS with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. NPS will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, NPS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NPS shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories

and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. NPS's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

#### VIII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

#### IX. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation IX, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

A. Once the MOA is terminated, and prior to work continuing on the undertaking NPS must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. NPS shall notify the signatories as to the course of action it will pursue.

**Execution of this MOA by the NPS and SHPO and implementation of its terms evidence that NPS has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.**

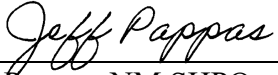
#### **SIGNATORIES:**

Bandelier National Monument, National Park Service

\_\_\_\_\_ Date  
Patrick Suddath, Superintendent



New Mexico State Historic Preservation Officer

  
\_\_\_\_\_  
Jeff Pappas, NM SHPO

Date 5/11/2022

**CONCURRING PARTIES:**

**Pueblo of San Ildefonso**

\_\_\_\_\_  
**Christopher Moquino, Governor**

Date

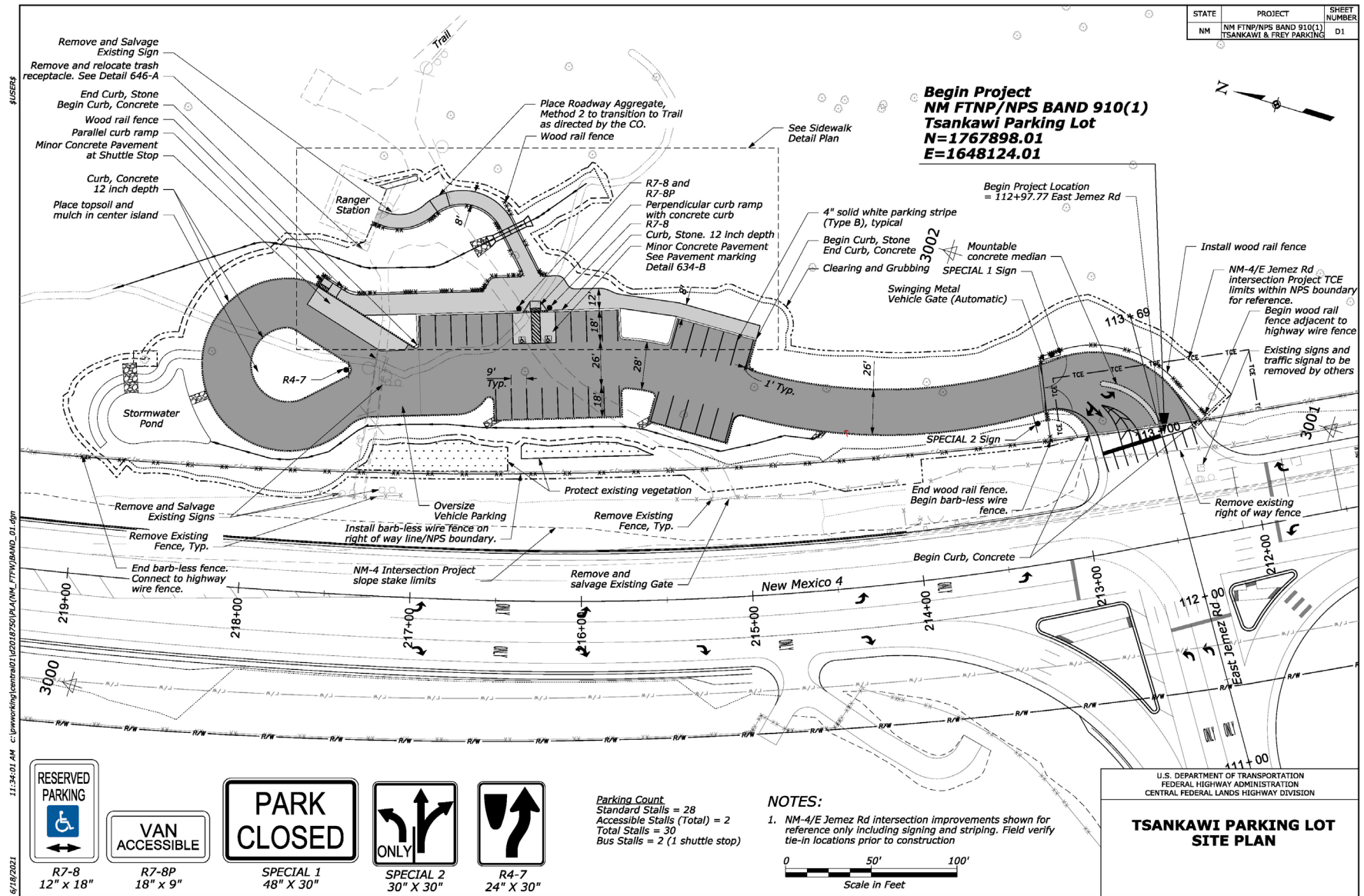
**CONCURRING PARTIES:**

XXXXXXXXXX

\_\_\_\_\_  
XXXXXXXXXX, Governor

Date

APPENDIX A - MOA Bandelier National Monument - Tsankawi Unit Parking Lot and Access Road, 2022



TSANKAWI - PMIS NO.: 240232 DRAWING NO.: 315 174971  
 FREY - PMIS NO.: 240227 DRAWING NO.: 315 174970



**DEPARTMENT OF THE ARMY**  
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS  
4101 JEFFERSON PLAZA NE  
ALBUQUERQUE, NEW MEXICO 87109-3435

July 14, 2022

Regulatory Division

SUBJECT: Nationwide Permit Verification (SPA-2022-00091)

Mr. Solomon Haile  
Federal Highway Administration, Central Federal Lands Highway Division  
12300 West Dakota Avenue  
Lakewood, CO 80228  
[Solomon.Haile@dot.gov](mailto:Solomon.Haile@dot.gov)

Dear Mr. Haile:

The U.S. Army Corps of Engineers (Corps), Albuquerque District, is responding to your pre-construction notification (PCN), dated February 25, 2022, submitted to us for verification of authorization under Nationwide Permit (NWP) 42 for the *Tsankawi Parking Lot* project. The project site is located on the Bandelier National Monument at the Tsankawi trailhead, within Section 20, Township 19 North, Range 7 East, New Mexico Principal Meridian, centered at approximately latitude 35.85973°, longitude -106.2233°, near the unincorporated community of White Rock, Santa Fe County, New Mexico.

Based on the information provided, we have determined that the *Tsankawi Parking Lot* project involves the discharge of fill material into waters of the United States for the construction of a new parking lot, subject to Section 404 of the Clean Water Act. The specific activity that requires Corps authorization is the discharge of approximately 22 cubic yards of fill material to fill and realign an ephemeral stream to construct a new parking lot for the Bandelier National Monument's Tsankawi trailhead. The project will permanently impact approximately 0.03 acre (350 linear feet) of ephemeral stream. The project would be conducted as described in the above-referenced PCN.

The Corps has determined that activities associated with the project are authorized by 2021 NWP 42 – *Recreational Facilities*. A summary of this NWP is available on our website at <https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/NWP/>. Failure to comply with all terms and conditions of this NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification (Enclosure 1) and return it to this office within 30 days after completion of the authorized work. For specific information regarding compliance with water quality certification (WQC) requirements, please refer to our website at [www.spa.usace.army.mil/reg/wqc](https://www.spa.usace.army.mil/reg/wqc). In addition, the work must comply with the following **special conditions**:

- 1. You shall comply with all terms and conditions of the enclosed May 27, 2022, Section 401 Water Quality Certification (Enclosure 2).**

2. **You shall implement the enclosed Memorandum of Agreement (MOA), entitled *Memorandum of Agreement between Bandelier National Monument and the New Mexico State Historic Preservation Officer Regarding the Tsankawi Unit Parking Lot and Access Road* (Enclosure 3), and signed by the National Park Service, New Mexico State Historic Preservation Officer, and the Pueblo of San Ildefonso, in its entirety. The National Park Service (NPS) has been designated the lead federal agency responsible for implementing and enforcing the MOA as signed. If you fail to comply with the implementation and associated enforcement of the MOA within five (5) years from the date of its execution (i.e., May 11, 2027), the NPS may determine that you are out of compliance with the conditions of your verification and suspend the verification. Suspension may result in modification or revocation of the authorized work.**

Our review of this project also addressed its effects on threatened and endangered species in accordance with General Condition 18. Based on the information provided, we have determined that this project will have no effect to federally listed species or their critical habitat. However, these determinations may be invalidated if the project is not completed as authorized or you did not provide accurate information in your PCN.

This permit verification is valid until March 14, 2026, unless the NWP is modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at <https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/>.

Please refer to identification number SPA-2022-00091 in any correspondence concerning this project. If you have any questions, please contact me by email at [Tucker.J.Feyder@usace.army.mil](mailto:Tucker.J.Feyder@usace.army.mil), or telephone at (970) 243-1199 X 1017.

Sincerely,

Tucker J. Feyder  
Project Manager  
Southern CO Branch

Enclosure

cc:

Leslie Perry, Federal Highway Administration, [Leslie.Perry@dot.gov](mailto:Leslie.Perry@dot.gov)

Jeff Pappas, New Mexico State Historic Preservation Officer, [jeff.pappas@state.nm.us](mailto:jeff.pappas@state.nm.us)

Alan Klatt, New Mexico Environment Department, [Alan.Klatt@state.nm.us](mailto:Alan.Klatt@state.nm.us)



## DECISION DOCUMENT NATIONWIDE PERMIT 42

This document discusses the factors considered by the Corps of Engineers (Corps) during the issuance process for this Nationwide Permit (NWP). This document contains: (1) the public interest review required by Corps regulations at 33 CFR 320.4(a)(1) and (2); (2) a discussion of the environmental considerations necessary to comply with the National Environmental Policy Act; and (3) the impact analysis specified in Subparts C through F of the 404(b)(1) Guidelines (40 CFR Part 230). This evaluation of the NWP includes a discussion of compliance with applicable laws, consideration of public comments, an alternatives analysis, and a general assessment of individual and cumulative environmental effects, including the general potential effects on each of the public interest factors specified at 33 CFR 320.4(a).

### 1.0 Text of the Nationwide Permit

Recreational Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of recreational facilities. Examples of recreational facilities that may be authorized by this NWP include playing fields (e.g., football fields, baseball fields), basketball courts, tennis courts, hiking trails, bike paths, golf courses, ski areas, horse paths, nature centers, and campgrounds (excluding recreational vehicle parks). This NWP also authorizes the construction or expansion of small support facilities, such as maintenance and storage buildings and stables that are directly related to the recreational activity, but it does not authorize the construction of hotels, restaurants, racetracks, stadiums, arenas, or similar facilities.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges of dredged or fill material into non-tidal wetlands adjacent to tidal waters.

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)



**General Conditions:** The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not

been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

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

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

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

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

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

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

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

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

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

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

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

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid

construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

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

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 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 NWP, 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."

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(Transferee)

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(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.

# **APPENDIX B**

Easement between the USA acting by and through the DOE  
NNSA and the NPS for the Los Alamos County NM-4 East  
Jemez Road Intersection Temporary Easement for  
Construction of the Tsankawi Parking Lot

**EASEMENT BETWEEN**

**THE UNITED STATES OF AMERICA  
ACTING BY AND THROUGH  
THE DEPARTMENT OF ENERGY  
NATIONAL NUCLEAR SECURITY ADMINISTRATION**

**AND**

**THE NATIONAL PARK SERVICE (NPS)**

**FOR**

**THE LOS ALAMOS COUNTY NM-4 EAST JEMEZ ROAD  
INTERSECTION TEMPORARY EASEMENT FOR CONSTRUCTION OF THE  
TSANKAWI PARKING**

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**DEPARTMENT OF ENERGY  
NATIONAL NUCLEAR SECURITY ADMINISTRATION  
EASEMENT FOR ROAD OR STREET RIGHT-OF-WAY**

The **UNITED STATES OF AMERICA**, acting by and through the **U.S. DEPARTMENT OF ENERGY/NATIONAL NUCLEAR SECURITY ADMINISTRATION (DOE/NNSA)**, hereby known as the “**Grantor**”, under and by virtue of the authority granted under DOE Organization Act Section 647 (42 U.S.C. 7257), having determined that the granting of this instrument on the terms and conditions herein stated is not adverse to the interests of the Government, subject to reservations, exceptions, limitations, benefits, burdens, terms, or conditions, hereby grants to **NATIONAL PARK SERVICE (NPS)**, its successors and assigns, hereby known as the “**Grantee**”, a Temporary Easement for the construction, operation, and maintenance of a parking lot, hereby known as the “**Project**”. The Project is on East Jemez Road and NM-4 intersection in Los Alamos, New Mexico hereby known as the “**Premises**”.

**THIS EASEMENT** is granted subject to the following terms and conditions:

**1. PREMISES**

The Premises contains approximately a 76 ft. easement and is further described in Exhibit A.

**2. TERM/TERMINATION RIGHTS**

This Easement shall be effective upon execution by the Grantor and shall be granted for five years with the option to renew for up to one five-year option period but is revocable at any time by either party by giving ninety (90) days written notice. This Easement may be terminated by the Grantor if the Grantor determines that the right-of-way granted interferes with the interests of the United States, use or disposal of a portion or all of the Premises by the Grantor, or it may be terminated by the Grantor for failure, neglect, or refusal by the Grantee to fully and promptly comply with any and all of the conditions of this Easement.

**3. CONSIDERATION**

The consideration for this Easement is the construction, operation and maintenance of the Premises by the Grantee for the benefit of the United States and the general public in accordance with the conditions set forth herein.

**4. AUTHORIZED REPRESENTATIVES**

The Grantor’s Representative shall be the Real Estate Contracting Officer. The Grantor’s local representative shall be the Utilities and Sustainability Program Manager, Los Alamos Field Office. The Grantee’s representative shall be Joseph Gurule, Facility Manager, Bandelier National Monument. Any changes in the designated representatives or in their respective addresses shall be given in writing to the other



## **5. NOTICE**

No notice, order, direction, determination, requirement, consent, or approval under this Easement shall be of any effect, within the restriction of this Easement, unless provided in writing. Any notice given by the Grantee to the Grantor shall be addressed to the Real Estate Contracting Officer, National Nuclear Security Administration Office of Infrastructure Planning & Analysis (NA-521), P.O. Box 5400, Albuquerque, New Mexico 87185, realestate@nnsa.doe.gov; with a copy to the Utilities and Sustainability Program Manager, Los Alamos Field Office, 3747 West Jemez Road, Los Alamos, New Mexico 87544, Cassandra.Begay@nnsa.doe.gov. Any notice given by the Grantor to the Grantee shall be addressed by the Real Estate Contracting Officer to Bandelier National Monument, 15 Entrance Road Los Alamos, New Mexico 87547.

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## **6. PROJECT**

NPS will construct a new parking lot for the Tsankawi public trail and national park site at East Jemez Road and NM-4 intersection in Los Alamos.

## **7. OPERATION AND MAINTENANCE**

The Grantee's work, operation and maintenance of the entire Premises shall be accomplished without cost or expense to the Grantor under the general supervision and subject to the approval of the representative having immediate jurisdiction over the property, designated as the Utilities and Sustainability Program Manager, Los Alamos Field Office. The said work shall be accomplished in such a manner as not to conflict with the rights of the Grantor or Grantee nor to endanger personnel or property of the Grantor or Grantee on Government-owned land.

## **8. PROTECTION OF PROPERTY**

All portions of the Premises shall at all times be protected and maintained in good order and condition by and at the sole expense of the Grantee. Any property of the Grantor damaged or destroyed by the Grantee incident to the use, purpose, and occupation of the Premises shall be promptly repaired or replaced by the Grantee to the satisfaction of the Grantor.

## **9. TRANSFER/ASSIGNMENTS**

The conditions of this Easement shall extend to and be binding upon and shall inure to the heirs, representatives, successors, and assigns of the Grantee. The Grantee shall neither transfer nor assign this Easement or any property on the Premises, nor sublet the Premises or any part of the Premises, nor grant any interest, privilege, or license whatsoever in connection with this Easement without the express and prior written permission of the Grantor. Except, the Grantor does herein give its permission for the Grantee to assign operation and maintenance of the easement after completion of the project, to the County of Los Alamos, without further notice.

## **10. OFFICIALS NOT TO BENEFIT**

No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Easement or to any benefit arising from it. However, nothing contained

within this Easement shall be construed to extend to any incorporated company if the Easement be for the corporation's general benefit.

#### **11. NON-DISCRIMINATION**

Usage of the Premises will be operated in a nondiscriminatory manner to the end that no person shall, on the ground of race, color, religion, sex, age, handicap, or national origin, be excluded from using the Premises under this Easement.

#### **12. COVENANT AGAINST CONTINGENT FEES**

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Grantor shall have the right to annul this Easement without liability or, in its discretion, to require the Grantee to pay the full amount of such commission, percentage, brokerage, or contingent fee. Licensed Real Estate agents or brokers having listings on property for rent, in accordance with general business practices and who have not obtained such licenses for the sole purpose of effecting this Easement, may be considered as bona fide employees or agencies with the exception contained in this Condition.

#### **13. ENVIRONMENT**

The Grantee shall not unlawfully pollute the air, ground or water or create a public nuisance. The Grantee shall use all reasonable means available to protect the environment and natural resources from damage arising from this Easement or activities incident to it and, where damage nonetheless occurs, the Grantee shall be liable to repair the damaged resources. The Grantee shall not create, use, store, treat, or dispose of any toxic or hazardous material on the Premises without prior Grantor written approval. For the purpose of this Condition, hazardous materials shall include but not be limited to substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transport Act, 49 U.S.C. Sec. 1802; and Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. and in the regulations adopted and publications promulgated pursuant to said laws. The Grantee shall, at no cost to the Government, promptly comply with present and future Federal, State, and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the Grantee's right to contest their validity or enjoin their applicability. The Grantee shall not be responsible for pollution caused by others. If the Grantee discovers contamination on the Premises, the Grantee shall immediately cease all activities and notify the Grantor's representative. The Grantee, where it becomes aware of or causes, shall report to the New Mexico Environment Department any covered discharges on the Premises per 20.6.2.1203 NMAC.

#### **14. CULTURAL ITEMS**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify the Grantor's representative and protect the site and the material from further disturbance until the Grantor gives clearance to proceed.

#### **15. LAWS, ORDINANCES, REGULATIONS**

Grantee shall comply with all applicable laws, ordinances, and regulations of the State, county and municipality wherein the Premises are located with regard to construction, sanitation, licenses or permits to do business, and all other matters affecting the Premises. The terms and conditions of the easement are subject to Federal law and preemption of New Mexico State law.

#### **16. GRANTEE RESPONSIBILITY**

The Grantee shall supervise the Premises, inspect it at reasonable intervals and shall use reasonable efforts to immediately repair any damage found as a result of the inspection or when requested by the Grantor's representative to repair any defects. Upon completion of the installation of the facility and/or the repairs, the Grantee, at the Grantee's own expense shall remove construction debris, re-vegetate for erosion control, and grade to the original contour of the land. Grantee shall comply with such rules and regulations regarding Government security, ingress, egress, safety, sanitation, etc. as may be prescribed from time to time by the Grantor. The Grantee shall not remove, relocate or damage any existing utilities and/or associated facilities belonging to Grantor. Grantee shall be liable for any damages or repair or replacement of existing utilities.

#### **17. GRANTOR RESERVATIONS**

The Grantor reserves to itself the right to construct, use, and maintain across, over and/or under the right-of-way granted any necessary electric transmission, telephone, telegraph, water, gas, gasoline, oil, sewer lines, broadband, and other facilities in such manner as not to create any unreasonable interference with the use of the right-of-way granted within this Easement.

#### **18. ACCESS TO SITE**

Grantee understands and agrees that access to the Premises is subject to Grantor security regulations. Grantee agrees to comply and to have its awardee comply with any and all applicable Grantor security regulations including, but not limited to, requirements for obtaining access authorization for personnel working at the Premises. All Grantee personnel requiring access to the Premises shall acquire and wear at all times, badges authorized through the security badging process at the LANL badging office and shall stay within the boundaries of the said Premises with the exception of access to and from the Premises. Access may be denied at times due to programmatic security requirements, but arrangements will be made to escort the Grantee personnel to and from the Premises within a reasonable amount of time.

#### **19. THIRD-PARTY RESERVATIONS**

a. This Easement is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this Easement does not eliminate the necessity of obtaining any other agreement for performance of the Project.

b. This Easement is granted subject to such other rights that may be outstanding to third parties in, on, over, and/or across the Premises.

c. The Grantee shall obtain an excavation permit before beginning work, and shall do so by contacting Grantor's Utilities Representative, Harold Salazar, at (505) 665-1051. The Grantee shall also contact Grantor's Utilities Representative at least 30 days before beginning work.

## **20. HOLD HARMLESS AND INDEMNITY**

a. The Grantor shall not be responsible for damages or property or injuries to persons which may arise from or be incident to the use and occupation of the Premises nor shall it be responsible for damages to the property or injuries to the persons of the Grantee, its agents, employees, or representative or others who may be on the Premises at their invitation, arising from Grantee activities.

b. The Grantor shall be solely responsible for the claims or damages arising from injury to persons or property caused by the action of the Grantor, its employees, agents, or contractors during its activities on the Premises or arising from any neglect or fault of the Grantor or the agents and the employees of the Grantor in using the Premises or arising from the failure of the Grantor to comply and conform with all Federal and State Laws.

c. The Grantee agrees that to the extent authorized by the New Mexico Tort Claims Act ("Act"), NMSA 1978, Sections 41-4-1 through 41-4-27, the Grantee will be responsible for related claims and damages arising from injury to persons or property caused solely by the actions of the Grantee, its employees, agents, or contractors during its operation on the Premises. Grantor recognizes that the Act prohibits Grantee from indemnifying Grantor.

d. The Grantee does not assume any liability or responsibility for environmental remediation, impacts and damage caused by the Grantor's use of toxic or hazardous waste, substances or materials on any portion of the Premises. Grantee has no obligation under this Easement to undertake the defense of any such claim or action, whether in existence now or brought in the future, alleging environmental impacts and damage arising out of the use of or release of any toxic or hazardous waste, substance, or materials caused by Grantor. The Grantor shall retain liability for damages for exposure and responsibility for remediation which is caused by or arises from the presence of any hazardous waste in, on or under the Premises on or prior to time Grantee first began operations on the property.

## **21. GRANTOR CONNECTION RIGHTS**

The Grantor reserves the right to make or maintain such connections to the road and crossovers between the public road and adjacent property or roads of the Grantor as it may from time to time consider to be necessary, consistent with traffic safety and other requirements of law; provided however, that such right shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way for road purposes.

## **22. GRANTOR POSTING OF SIGNS**

The Grantor reserves the right, with the agreement of the Grantee, to erect and maintain on the public road right-of-way billboards, signs, or posters relating to safety and security of the Grantor. The size and location of such will be subject to agreement of the Grantor and Grantee consistent with traffic safety, local zoning requirements, and other requirements of law.

## **23. GRANTOR CLOSURE/REGULATION RIGHTS**

The Grantor reserves the right, after consultation with the Grantee, to close or regulate traffic over the Premises whenever the Grantor deems such actions necessary in the interest of public health, safety, and national security and defense, and that such right is exercisable in times of perceived, threatened, or actual emergency, and that such right does not extend to the routine day-to-day operation, regulation, and control of traffic over the Premises, such being the right of the Grantee.

## **24. BOUNDARY OR SURVEY MONUMENTATION**

The Grantee shall not disturb, obliterate or destroy any land boundary or survey monument on the Premises without prior approval from the Grantor's representative.

## **25. WETLANDS AND FLOODPLAINS**

All activity within any flood plain or jurisdictional wetlands must comply with applicable Federal, State and local laws, rules or ordinances governing land use in flood plains or wetlands.

## **26. TIMBER**

The Grantee shall notify and obtain written approval from the Grantor prior to cutting any trees within the right-of-way area on the Premises and will remove and dispose of any trees that it cuts on the Premises.

## **27. GRANTEE'S PLANS AND SPECIFICATIONS**

The Grantee shall submit plans and specifications to the Local Representative for approval before beginning installation and shall comply with the approved plans. Grantee shall submit any changes to the approved plans for approval before undertaking any changes.

## **28. REMOVAL/RELOCATION OF FACILITIES**

In the event any portion or all of the Premises shall be needed by the Grantor, the Grantee shall remove the appurtenant improvements, upon notice to do so, to such other location(s) on the Premises as may be reasonably designated by the Grantor.

In the event the improvements shall not be removed or relocated within ninety (90) days after the Grantor's notice, and where there is no force majeure causing delay in the removal of such improvements, the Grantor may cause the same to be done at the expense of the Grantee, provided in lieu of taking such action, the Grantee may wholly remove its improvements from the lands of the Grantor. In this event, the rights set out within this Easement shall cease but the restoration obligation set out in Condition 29 shall remain.

### **29. RESTORATION**

Upon expiration or termination of any portion of this Easement, the Grantee shall, without expense to the Grantor and within such time as the Grantor may reasonably indicate, restore the Premises to a condition reasonably satisfactory to the Grantor. In the event the Grantee shall fail, neglect, or refuse to restore the Premises, the Grantor shall have the option either to take over the improvements as the property of the Grantor, without compensation therefore, or to remove the improvements and perform the restoration work at the expense of the Grantee. In no event shall the Grantee have any claim for damages against the Grantor or its officers or agents on account of the taking over of the improvements or on account of its abandonment or removal.

### **30. GRANTEE PERFORMANCE**

The failure of the Grantor to insist in any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or relinquishment of the Grantor's right to the future performance of any such terms, covenants, or conditions and the Grantee's obligations with respect to any such future performance shall continue in full force and effect.

### **31. GRANTOR'S LIMITATIONS TO GRANT**

It is understood that this instrument is effective only insofar as the rights of the Grantor in the Premises are concerned and that the Grantee shall obtain such permission as may be necessary on account of any other existing rights.

### **32. AMENDMENT**

This Easement contains the entire agreement between the parties hereto, and no modification of this Easement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative.

### **33. ELECTRONIC SIGNATURES**

Pursuant to the Uniform Electronic Transactions Act and the federal E-SIGN Act, the undersigned Signatory agrees that any and all signatures required on this Easement required or permitted to be given hereunder may be in electronic form ("Electronic Signature"). Any Electronic Signature submitted shall constitute a representation by the Signatory that (i) his/her signature is authentic, (ii) the Signatory has the authority to execute such record, and (iii) the Electronic Signature is binding on the Signatory.

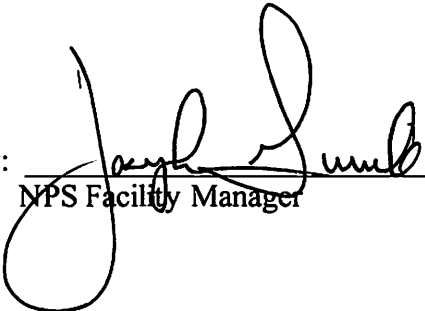
Los Alamos NM-4 East Jemez Road – NPS Parking Lot Project

CONTRACT NO.  
M22NA70376

**SIGNATURE PAGES FOLLOW**

**IN WITNESS WHEREOF**, all parties accept the terms and conditions of this Easement and cause this Easement to be signed on their behalf by their duly authorized representatives.

**GRANTEE: NATIONAL PARK SERVICE (NPS)**

By:   
NPS Facility Manager


Date: 2-28-2022

**ACKNOWLEDGEMENT:**

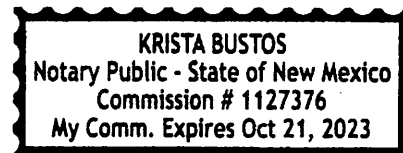
State of NEW MEXICO  
County of LOS ALAMOS

On this 28<sup>th</sup> day of February, 2022, before me the undersigned Notary Public, personally appeared Joseph Gunle, National Park Service, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

My Commission Expires: 10/21/23





KRISTA BUSTOS  
Notary Public - State of New Mexico  
Commission # 1127376  
My Comm. Expires Oct 21, 2023

**GRANTOR: UNITED STATES OF AMERICA**

**BY: Department of Energy/National Nuclear Security Administration (DOE/NNSA)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie Loyd  
Real Estate Contracting Officer  
National Nuclear Security Administration

**ACKNOWLEDGEMENT:**

State of NEW MEXICO  
County of BERNALLILO

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared Stephanie Loyd, Real Estate Contracting Officer, Department of Energy/National Nuclear Security Administration (DOE/NNSA), known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**TEMPORARY ACCESS AREA  
BOUNDARY DESCRIPTION**

A certain parcel of land situated within the Lands of the United States Department of Energy (Executive Order 12009, September 13, 1917) in Section 20, Township 19 North, Range 7 East, New Mexico Principal Meridian, Santa Fe County, State of New Mexico being more particularly described by New Mexico State Plane Grid Bearings, Central Zone (NAD 83), the Right of Way Map PCN 5100480 prepared by Bohannon Huston dated August 21, 2019 and ground distances as follows:

**BEGINNING** at a point on the PCN 5100482 Construction Centerline POC Station 212+50;

**THENCE** northerly along said Centerline a distance of 650.00 feet to POC Station 219+50;

**THENCE** perpendicular from said Centerline to the east right-of-way line a distance of 69.21 feet;

**THENCE** southerly along said east right-of-way line a distance of 729.07 feet;

**THENCE** westerly a distance of 66.32 feet to the **POINT AND PLACE OF BEGINNING**.

Containing 1.23 acres or 53,591 square feet, more or less.

