Invitation to Bid (ITB) 18-202

STITES CULVERT PROJECT B000198

IDAHO TRANSPORTATION DEPARTMENT

Date of Issuance: 4/9/2018
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<th>ITB Title:</th>
<th>STITES CULVERT PROJECT 18-202</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB Project Description:</td>
<td>Twin culverts, located on SH-13, MP 22.095 near Stites, are being upgraded to twin 48” culverts.</td>
</tr>
<tr>
<td>ITB Lead:</td>
<td>Todd Sorensen, Project Coordinator Idaho Transportation Department 3311 W State Street Boise, Idaho 83707 <a href="mailto:Todd.sorensen@itd.idaho.gov">Todd.sorensen@itd.idaho.gov</a> 208-334-8093</td>
</tr>
<tr>
<td>Submit sealed bid:</td>
<td>Address for Courier Idaho Transportation Department 3311 W State Street Boise, Idaho 83707 Address to Mail PO Box 7129 Boise, Idaho 83707-1129</td>
</tr>
<tr>
<td>Pre-Bid Conference:</td>
<td>A pre-bid conference will be held in the Main Conference Room at ITD District 2 Headquarters, 2600 Frontage Road in Lewiston, Idaho. This conference will be held at 9:30 am Pacific Time on April 16, 2018</td>
</tr>
<tr>
<td>Deadline To Receive Questions:</td>
<td>5:00 p.m. Mountain Time on April 19, 2018</td>
</tr>
<tr>
<td>ITB Closing Date:</td>
<td>2:00 p.m. Mountain Time on April 30, 2018</td>
</tr>
<tr>
<td>ITB Opening Date:</td>
<td>2:05 a.m. Mountain Time on April 30, 2018</td>
</tr>
<tr>
<td>Initial Term of Contract and Renewals (service completion):</td>
<td>The service performed under the contract will begin upon ITD’s written notice to proceed. However, the project may not start before July 9, 2018 and must be completed by October 15, 2018. All in-stream work must be competed in the dry.</td>
</tr>
</tbody>
</table>
1 GENERAL INFORMATION

1.1 Purpose
The twin 36” culverts located on SH-13, MP 22.095 (Stites) are being replaced with twin 48” culverts. The replacement, 48 inch diameter, galvanized, metal culverts will be installed and set to the same invert elevations as the existing 36” culverts. The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for SH-13, MP 22.095 (Stites) in accordance with the specifications contained herein.

Public Works Licensing is Required

1.2 General Information, Solicitation Instructions and Standard Terms and Conditions
This solicitation is issued by the Idaho Transportation Department via:

http://itd.idaho.gov/business/ (click on the Solicitations – Non-Highway Projects tab). The Idaho Transportation Department is the only contact for this solicitation. All correspondence regarding this ITB must be in writing. In the event that it becomes necessary to revise any part of this ITB, addendums will be posted at the website provide above. It is the responsibility of the bidder to monitor this website for any updates or addendums. Any oral interpretations or clarifications of this ITB will not be relied upon. All changes to this ITB must be in writing and posted to the website to be valid. Alternate bids are not allowed.

The current version of the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions are incorporated by reference into this solicitation, and any resulting contract, as if set forth in their entirety. This document can be downloaded at or copies obtained by contacting the solicitation’s lead (see Section 1.3, Inquiries). Failure by any submitting bidder to obtain a copy of these documents will in no way constitute or be deemed a waiver by ITD of any term, condition, or requirement contained in the referenced documents; and no liability will be assumed by ITD for a submitting bidder’s failure to consider the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions in preparing its response to the solicitation.

1.3 Inquiries
Questions or other correspondence must be submitted in writing to the ITD contact listed below.

QUESTIONS MUST BE RECEIVED BY 5:00 PM Mountain Time (MT) ON THE DATE LISTED IN THE ADMINISTRATIVE INFORMATION PAGE. Timely received written questions will be answered via an addendum which will be posted to http://itd.idaho.gov/business/ (click on the Solicitations – Non-Highway Projects tab).

ITBLead: Todd Sorensen, Project Coordinator
Phone: 208-334-8093
E-mail: todd.sorensen@itd.idaho.gov

Any questions regarding the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions must also be submitted in writing, by the deadline identified in this subsection. ITD will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:
1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);

2. Recommended verbiage for ITD’s consideration that is consistent in content, context, and form with ITD’s requirement that is being questioned;

3. Explanation of how ITD’s acceptance of the recommended verbiage is fair and equitable to both ITD and to the party submitting the question.

Bids which condition the bid based upon ITD accepting other terms and conditions not found in the ITB, or which take exception to ITD’s terms and conditions, will be found non-responsive, and no further consideration of the bid will be given.

1.4 Submission Requirements

1.4.1 Required Bid Submission Items

Your bid submission must consist of the following:

1.4.1.1 Bid Schedule (Attachment A)
1.4.1.2 Affidavit: Drug Free Workplace Program (Attachment B)
1.4.1.3 Subcontractor Licensing – if applicable (Attachment C)
1.4.1.4 Signature Page (Attachment D)

1.4.2 Bid Submission Methods

Bids must be submitted manually (via U.S. Mail, courier/hand-delivery) in a sealed envelope/package. Do not fax or e-mail your bid. Your bid must be received at the location and by the date and time specified on the ITB Administrative Information Page. The official time, for bid closing purposes, is ITD’s time clock. Alternate bids will not be allowed.

1.4.2.1 Submission Method Requirements

Seal all required bid submission items in a single envelope or package (be certain to include an original hand-written signature in ink OR an electronic digital I.D. on the Signature Page) and label the outside of the package as follows:

Attn: Todd Sorensen, Project Coordinator, Idaho Transportation Department
Bidder Name: (Company Name)
ITB Number: 18-202
ITB Title: STITES CULVERT PROJECT
ITB Closing Date: April 30, 2018 @ 2:00 PM MT

1.5 Compliance with

1.5.1 2017 Standard Specifications for Highway Construction

The 2017 Standard Specifications for Highway Construction and the most current Quality Assurance Manual are incorporated by reference where applicable to this solicitation.

The 2017 Standard Specifications for Highway Construction is available for $30.00 plus tax. Contact ITD at 334-8493 to purchase or to download both the 2017 Standard Specifications for Highway Construction and the Quality Assurance Manual.
1.5.2 **ITD Policy Compliance**

The following ITD Policy Compliance applies to this contract when the Contractor is performing work at an ITD facility or when using ITD equipment or other property. These policies will remain in force for the duration of the contract:

- 5055 Harassment in the Workplace policy
- 5523 Alcohol and Drug-free Workplace policy
- 5510 Computer, E-Mail, and Internet Usage policy
- 5033 Workplace Violence Policy

These policies are and incorporated in this agreement. It is the Contractor’s responsibility to read, understand and comply with these policies; one hundred percent (100%) compliance is mandatory. Furthermore, Contractor is responsible for ensuring that all their employees and subcontractors adhere to these policies. ITD reserves the right to remove from its premises, at any time, any Contractor or his/her employee or subcontractor that fails to follow these policies. ITD also reserves the right to remove its property, at any time, from any Contractor or his/her employee or subcontractor that fails to follow these policies.

All Contractor’s employees and subcontractors are required to wear identification badges at all times while on the ITD’s premises. The Contractor and its employees or subcontractors are not employees of ITD, but ITD retains the right to control its own work place and the use of its property.

1.6 **Award**

Award will be made, all or none, to the responsive, responsible bidder with the lowest Total Cost, as provided on Attachment A, Bid Schedule.

1.7 **Point(s) of Contact/Contract Administration**

The contract Administrator(s) and Manager(s) contact information for the resulting contract(s) will be provided upon award of bid.

1.8 **Background**

The twin 36” culverts located on SH-13, MP 22.095 (Stites) are being replaced with twin 48” culverts. The replacement, 48 inch diameter, galvanized, metal culverts will be installed and set to the same invert elevations as the existing 36” culverts.

1.9 **Pre-Bid Conference**

A pre-bid conference will be held in the Main Conference Room at ITD District 2 Headquarters, 2600 Frontage Road in Lewiston, Idaho. This conference will be held at 9:30 am Pacific Time on April 16, 2018.

All interested parties may attend the optional pre-bid conference, at their expense. Parties interested in attending this conference should notify (in writing) the ITB Lead no later than one (1) business day prior to the date of the pre-bid conference. The written request should specify the name and title of each person who will be attending. A maximum of three (3) persons for each party interested will be allowed to attend in-person.

Interested parties may also attend the pre-bid conference via teleconference by obtaining conference call-in details from the ITB Lead.

Failure to attend the optional pre-bid conference will not relieve the bidder of meeting the requirements of this ITB.
All associated Traffic Control including but not limited to: Flaggers, Signage, Light Plants, Maintenance and any Traffic Control required per MUTCD Standards are inclusive of the Lump Sum Traffic Control bid item. The Contractor must maintain a minimum of one lane of travel at all times for the duration of the project.

Signs, sign supports and other temporary traffic control devices shall meet the requirements of Sections 616 and 626 of the 2017 ITD Standard Specifications for Highway Construction (SSHC).

The Contractor must submit a Traffic Control Plan (TCP) to the ITD representative 10 working days prior to the pre-work meeting. The Contractor will not be allowed to begin work until the TCP has been approved by the ITD representative. The bid item Traffic Control is for an approved plan(s) only, no additional costs to The State will be allowed for increased costs due to improper TCP design. The Contractor can submit a TCP for review prior to his/her bid submission, at their discretion.

The Contractor will remove the two existing thirty six (36) inch corrugated metal pipes (CMP), the existing flap gates and the existing concrete headwall. All work associated with this removal are inclusive of the Lump Sum Removal of Miscellaneous Items bid item. This work shall be in accordance with Section 203 – Removal of Miscellaneous Items of the 2017 ITD SSHC. All removed materials will become the property of the Contractor. The Contractor’s waste site must be cleared and approved in accordance with Subsection 107.17 of the 2017 SSHC prior to use.

Any damage to the existing gabion retaining wall during the work on the project will be repaired at no cost to the State.

The existing 24” CMP that runs parallel on the south side of the two existing 36” CMP’s is to be retained and protected. Any damage to this CMP during the work on the project will be repaired by the Contractor at no cost to the State.

The Contractor will install two forty-eight (48) inch corrugated metal pipes (CMP) per Standard Drawing 601-1 and Section 602 of the 2017 SSHC. Structural excavation, pipe bedding, over-excavation to suitable materials and backfill below the culverts, 3/4” aggregate base backfill materials, compaction, conduit installation, etc. are considered incidental to the 48” Corrugated Metal Pipe bid item.

The Contractor will provide and install flap gates on the new 48” CMP’s. The gates shall be a Waterman Model F-55 Heavy Duty Flap Gate, or equivalent. This work is incidental to the 48” CMP bid item. Each CMP shall have a lever for opening the flap gate from the top of the CMP.

All aggregates shall be from an ITD approved source.

Unless otherwise noted, all compaction shall be Class A in accordance the Subsection 205.03 F. All backfill shall meet the material and compaction specifications noted on Standard Drawing 601-1. The ¾” aggregate specified on Standard Drawing 601-1 shall meet the requirements of Subsection 703.04 for ¾” Aggregate Type B for Base.

All testing shall be provided by the Contractor. A minimum of one gradation will be required per 1,000 tons of materials. Culvert backfill shall be compaction tested a minimum of one test per each two foot depth of fill and in accordance with AASHTO T 310 Method B. Each haunch and side area of the pipes is to be tested. An Idaho IT 74 density curve will be provided per each backfill material. An AASHTO T-180 Method D moisture density curve may be used, if approved by the ITD representative.
CMP materials shall meet the requirements of Subsection 706.06 of the 2017 ITD SSHC and AASHTO M 36 or M 196. The Contractor will provide a CMP design that is reviewed, approved, stamped, and signed by an Idaho licensed professional engineer responsible for the CMP design. This design is to be provided to the ITD representative a minimum of 10 working days prior to the pre-work meeting. CMP shall be designed so that a minimum of 3 annular rings are exposed on the outlet end of the pipe and the same are to be provided for the concrete headwall ends of the pipe.

Water tight coupling bands for corrugated metal pipes with gaskets are required and are to be installed in accordance with Standard Drawing 706.6. Manufacturer’s installation specifications must be submitted to the ITD representative a minimum of 10 working days prior to the pre-work meeting.

CMP shall be cambered from a chord through the inlet and outlet inverts an ordinate amount equal to 1% of the pipe length. Camber shall be developed on a parabolic curve.

The concrete headwall for the 48” CMP’s shall meet the requirements of Section 609 of the 2017 ITD SSHC and Standard Drawing 609-3. The Contractor will provide a headwall design that is reviewed, approved, stamped, and signed by an Idaho licensed professional engineer responsible for the headwall design. This design is to be provided to the ITD representative a minimum of 10 working days prior to the pre-work meeting. The design, structural excavation, bedding, over-excavation to suitable materials and backfill below the headwall, 3/4” aggregate base backfill materials, compaction, fabrication, etc. are considered incidental to the Concrete Headwall for Twin Culverts bid item.

The headwall design and placement will have to be modified to fit the existing topographic conditions and the existing gabion basket alignment. The baskets shall be retained and protected and any damage to them will be repaired or replaced by the Contractor at no expense to the State.

Riprap for the Outlet Protection bid item shall be placed in accordance with Subsection 624.03. Riprap shall meet the requirements of Subsection 711.04, including Table 711.04.1 of the Standard Specifications. Riprap placement will be in accordance with the attached culvert profile drawing or as directed by the ITD representative. Gradations for the riprap must be approved by the ITD representative prior to delivering to the work site.

ITD forces will establish CMP inlet and outlet elevations along with location staking. A minimum of 3 control points will be established by ITD. Finished grade of the centerline and shoulder elevations shall also be established by ITD. All finished grade elevations will be given to the Contractor prior to starting of work.

ITD has obtained the USACE permit for this project, see Attachment E. Submission of a bid proposal signifies that the Contractor has read and fully understands all of the terms and conditions within this permit. The Contractor further certifies that he/she will adhere to all of the details contained within the permit. All in-stream work must be competed in the dry.

To minimize disturbance in the roadway surface, the Contractor will be required to use OSHA approved trench shoring methods and will not be allowed to slope the edges of the trench excavation. A detailed trenching plan shall be submitted to The ITD representative no less than 10 working days prior to the pre-work meeting. Approval of these plans must be received prior to the commencement of work on the project. All work must be in compliance with applicable OSHA regulations which shall be addressed in the submitted plan.

All edges of the existing pavement shall be saw cut prior to the placement of the final pavement surface.
The Contractor shall be held responsible for all maintenance of the aggregate backfill and all costs associated with the temporary roadway gravel surface. This maintenance is considered incidental to the HMA Pavement bid item.

The Contractor shall provide a finished roadway plant mix surface with a minimum depth of 0.2 feet. A ½ in. Superpave HMA Pavement including Asphalt and Additives, Class SP-3, with PG 64-28 Asphalt shall be required, unless otherwise approved by the ITD representative.

Mobilization will be considered incidental, the Contractor should include his/her mobilization costs within the associated bid items.

All excavated materials for the installation of the new CMP’s shall become property of the Contractor and shall be disposed of in accordance with all recognized rules and regulations which may pertain to said material. The costs are to be bid under bid item: Removal of Miscellaneous Items. Any additional soil testing or other expenses dealing with this material are considered incidental to this bid item and included in the Contractor’s total bid item amount.

The Contractor must provide results from a test for Hydrocarbons, one sample every 1000 cubic yards of disposed excavated material. Results must be from a laboratory licensed and certified for performing this test. This is considered incidental to bid item: Removal of Miscellaneous Items.

Permanent pavement markings will be performed by State Forces. Temporary striping markings will be the responsibility of the Contractor and considered incidental to Traffic Control bid item.

2.1 Worksite Cleanup

The Contractor must keep work areas free of waste materials. Upon completion of work, all waste, tools, supplies, and materials must be removed from ITD’s premises. Any tools and supplies left onsite after work completion will be considered property of ITD.

2.2 Work not noted, detailed, or specified

All work required for complete installation or assembly shall be included in the Contractor’s bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents must be submitted in accordance with Section 1.3, Inquiries.

2.3 Location

Culvert is located on SH-13, Milepost 22.095, near Stites, Idaho. (See map, Attachment G).

2.4 Staging Location(s)

Staging location(s) will be determined by the ITD Contract Manager prior to the start of each project.

2.5 Experience

The Contractor as well as the project supervisors proposed for the project must have a minimum 5 years’ experience in this type of work.
2.6 Safety

The Contractor must have a comprehensive Safety Manual pertaining to the equipment, material, and process demonstrating capability of safely conducting the work specified in the above solicitation.

2.7 Traffic Control

All associated Traffic Control including but not limited to: Flaggers, Signage, Light Plants, Maintenance and any Traffic Control required per MUTCD Standards are inclusive of the Lump Sum Traffic Control bid item. The Contractor must maintain a minimum of one lane of travel at all times for the duration of the project.

Signs, sign supports and other temporary traffic control devices shall meet the requirements of Sections 616 and 626 of the 2017 ITD Standard Specifications for Highway Construction (SSHC).

The Contractor must submit a Traffic Control Plan (TCP) to the ITD representative 10 working days prior to the pre-work meeting. The Contractor will not be allowed to begin work until the TCP has been approved by the ITD representative. The bid item Traffic Control is for an approved plan(s) only, no additional costs to The State will be allowed for increased costs due to improper TCP design. The Contractor can submit a TCP for review prior to his/her bid submission, at their discretion.

2.8 Quantity

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>QTY</th>
<th>UM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>2</td>
<td>Removal of Miscellaneous Items</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>3</td>
<td>48” Corrugated Metal Pipe</td>
<td>132.0</td>
<td>FT</td>
</tr>
<tr>
<td>4</td>
<td>Outlet Protection</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>5</td>
<td>Concrete Headwall for Twin Pipe Culverts</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>6</td>
<td>HMA Pavement</td>
<td>1</td>
<td>LS</td>
</tr>
</tbody>
</table>

2.9 Basis of Payment

The Contractor must submit invoices to the ITD billing location provided below, for the quantity delivered and accepted. ITD will render payment for a properly executed invoice according to Idaho Code 67-2302 from the date of the invoice, for pay items accepted by ITD.

Invoices must include the following information:

- Contract Number (and name of project/product, if appropriate)
- Identification of Billing Period.
- Total amount billed for the billing period.
- Detailed description of services/products provided and associated # of hours/$ amounts, as appropriate.
- Name of authorized individual/contact information for Contractor

Invoices must be submitted to:

Idaho Transportation Department  
Attn: Kathy Staab, Buyer  
PO Box 837  
Lewiston, Idaho 83501

Electronic Invoices may be sent to:  Itdd2adminap@itd.idaho.gov
2.10 **Fully Burdened Cost**

Documentation of completion for all works set forth in this invitation must be approved by the ITD representative before final payment will be made.

2.11 **Contract Compliance**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have seventy-two (72) hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions.

If ITD is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the contractor to attend these inspections may result in termination of the contract.

3 **GENERAL ARCHITECTURAL AND SPECIAL PROVISIONS**

The Contractor shall supplement the plans for such working drawings as are necessary to adequately control the work. Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

3.1 **Subletting/Subcontracting**

The Contractor cannot sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion of the contract, or the right, title, or interest in the contract without the ITD’s written consent. If ITD consents to subletting a portion of the work, the Contractor must use its own organization to perform work amounting to at least thirty percent (30%) of the original contract amount.

If subcontracting is proposed, the bidder must complete Attachment , Subcontractor Licensing, giving the name, address, and Public Works Contractors License Number for any and all companies who will, in the event the bidder secures the contract, complete the plumbing, electrical, or HVAC work under the contract in accordance with Section 67-2310, Idaho Code.

Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named.

Note: Section 67-2310, Idaho Code, also states "No general contractor shall name any subcontractor in his bid"

3.2 **Guarantee**

Excepting where certain portions of the work call for a longer period, all work shall be guaranteed for a minimum period of one year after the date of final acceptance; during the guarantee period, any repairs or replacements required because of defective workmanship or material shall be at the Contractor’s expense.

3.3 **Manufacturer Warrantees and Instruction Sheets**

Three (3) copies of the manufacturer’s warranties, guarantees, instruction sheets, and parts list for all Contractors’ furnished materials shall be turned over to ITD upon completion of the project.
3.4 Temporary Utilities

The Contractor shall visit the site and determine what measure, if any, will need to be taken to provide for utilities for construction work, which may occur before the time that permanent services will be available.

The contractor shall make arrangements for and furnish at their own expense, all water, sanitary facilities and other utilities necessary for construction purposes. All utilities shall be at the Contractor’s expense until final acceptance.

3.5 Permits

ITD has obtained the USACE permit for this project, see Attachment E. Submission of a bid proposal signifies that the Contractor has read and fully understands all of the terms and conditions within this permit. The Contractor further certifies that he/she will adhere to all of the details contained within the permit. All in-stream work must be competed in the dry.

3.6 Codes

The Contractor, including subcontractors, shall submit their bid in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, the Contractor shall notify ITD prior to bidding in writing and faxed to the number stated in the bid document. If prior notification is not given, it shall be assumed that the Contractor’s base bid includes, to the best of their knowledge and experience, all work necessary to comply with such codes.

3.7 Protection

The Contractor shall, at all times, protect building from damage; remove and replace with new work any work damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to ITD.

The Contractor shall provide and maintain dust protection, weather protection and heating as required for the protection of the work from the beginning of the work until final completion, acceptance, or occupancy. Methods and extent of protection and heating shall be subject to the Engineer’s approval.

3.8 Prior Approval

The references made to materials equipment, appliances or fixtures in the plans or specifications, where manufactures’ products or brand names are specified, are made to show standards for comparison only as to type, design character, or quality of the article desired, and are not for the purpose of restricting bidders to these products or brand names. The term “or equal” as used herein shall be understood to mean equal to that specified for fulfilling the intended requirements in the judgment of the Engineer. **THE BURDEN OF PROVING THE EQUITY SHALL BE THE CONTRACTOR’S RESPONSIBILITY.** The Engineer’s decision shall be final. Shop drawings or manufacturer’s literature for the substitute item and for the specified item shall be submitted to support the Contractor’s request on all substitutions.

All requests for approval of change in design of function of materials specified must allow 14 days review time, after receipt of all necessary documents, by the Engineer. Approval of submittals shall not relieve the Contractor from responsibility for deviations from the plans or specifications, unless they have, in writing, called the Engineer’s attention to deviations at the time of submission, and obtained the Engineer’s written approval. Approval of submittals does not relieve the Contractor from responsibility for errors in shop drawings or literature.
3.9 Submittals

A Minimum of one (1) electronic copy submittal is required on all products.

Submittals shall contain the Project name and the following information:

- Date of submission and dates of any previous submissions.
- The names of the contractor, sub-contractor and manufacturer.
- Contractors stamp, initialed or signed, certifying to review of submittal.
- Identification of any deviation from Plans and Specifications.
- Identify each submittal item by specification section, manufacturer, brand, trade name, number, size, rating, or whatever other data is necessary to properly identify and check materials and equipment. The words “as specified” are not sufficient identification.

The Contractor shall submit all required submittals within 30 days of contract signing. Authority to proceed will be given after submittals are approved by the Engineer and returned to the Contractor and construction and material delivery schedules are established.

3.10 As – Built Drawings

The Contractor shall provide the Engineer with three (3) complete sets of as-built drawings. As-built drawings shall provide detailed and accurate sizes, dimensions and locations of all work items covered under this contract. Contractor shall instruct the separate trades to keep accurate measurements and records of their installation, as the work proceeds. No measurement or payment will be made for as-built drawings, but the cost thereof shall be considered incidental to the items of work under this contract.

3.11 Dimensions and Measurements

The Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. The Contractor shall not rely on the scale drawings in the project drawings for the determination of exact quantities or dimensions.

3.12 Coordination and Control

This work shall proceed in an effective sequence so as to eliminate unnecessary work stoppages at the work site.

3.13 Use – Tax

It is not anticipated that the Contractor will utilize State-owned material on this project.

In the event that the Contractor does utilize State-owned material, the exercise of control over State-owned material by a Contractor who is improving real property (roadways, etc.) will incur the imposition of a use tax.

Bidders are advised to consult Section 63-3609, Idaho Code, and IDAPA 35, Title 01, Chapter 02, Sales Tax Administrative Rule 012, “Contractors Improving Real Property”, and Rule 013, “Road and Paving Contractors”, or contact the Idaho State Tax Commission for guidance. (Telephone No. (208) 334-7617)

3.14 Superintendent

The Contractor shall employ a competent Foreman and necessary assistants who shall be in attendance at the Project site during the progress of work. The Foreman shall be satisfactory to the Engineer, and shall not be changed except with the consent of the Engineer unless the Foreman proves to be unsatisfactory to
the Contractor and ceases to be in their employ. Under this circumstance, the new Foreman shall also be satisfactory to the Engineer. The Foreman shall represent the Contractor and all communications given to the Foreman shall be as binding as if given to the Contractor. Important communications will be confirmed in writing.

3.15 Change Orders

The Contractor agrees that the amount allowed for on any Change Order must be in accord to section 109.03.C of the 2017 Standard Specifications for Highway Construction.

3.16 Information Given Prior to Award

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

3.17 Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

3.18 Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

3.19 Irregular Bids

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.

5. If the Bid Documents are not sealed, when received by the Department.

6. If the Signature Page is not signed in blue ink and returned with your bid.

7. If Addendums are not signed, in blue ink, and returned with the Bid Documents.

8. If the required Public Works License Number(s) is not inserted on the ‘Signature Page’.

9. Bidder fails to submit the proper Bid Guaranty as outlined under Subsection 3.21.

3.20 Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.

2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).

3.21 Bid Guaranty (Five Percent Bid Bond)

No bid will be considered unless accompanied by a 5% Bid Bond of the character and in an amount not less than the amount indicated on the Bid.

Bid Bonds shall be submitted on the most current version of The American Institute of Architech (AIA) Document 310, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

Guarantees submitted via any other obligation WILL NOT be considered and the bid will be rejected.

Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance at the time of bid closing. Bid Guaranty will not be accepted if Surety is not registered and licensed in Idaho, and bid will be deemed non-responsive and rejected.

3.22 Return of Bid Guaranty (Five Percent Bid Bond)

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

3.23 Surety Bond Requirements (Performance and Payment Bonds)

The lowest responsive, responsible bidder shall furnish a performance bond and a payment bond each in the amount of the contract.
Performance and Payment Bonds shall be submitted on the most current version of The American Institute of Architect (AIA) Document 312, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

Guarantees submitted via any other obligation WILL NOT be accepted.

Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds will not be accepted if Surety is not registered and licensed in Idaho, and contract will not be executed by the Department. If contractor fails to file acceptable bonds within 15 calendar days after the contract has been received by the bidder, this failure may be deemed just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained.

3.24 Consideration of Bid / Record of Public Bid Opening (ROPBO)
After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at http://itd.idaho.gov/business/ (click on the Solicitations – Non-Highway Projects tab). The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

3.25 Execution / Award of the Contract
The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

3.26 Failure to Execute Contract
Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 15 calendar days after the contract has been received by the bidder shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under contract or otherwise, as the state may decide.

3.27 Authority to Proceed
Authority to proceed will be given after the required submittals specified in the Special Provisions above are received, approved by the Engineer and returned to the Contractor and construction and material delivery schedules are established.
4 TERMS AND CONDITIONS

4.1 Contract Award

Contract Award will be ALL OR NONE based on the “TOTAL BID AMOUNT” on the Bid Schedule.

4.2 Payment Requirements

Documentation of completion for all works set forth in this invitation must be approved by the ITD representative before final payment will be made. The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

4.3 Changes

The Department reserves the right to revise the “Work Locations and Schedule” and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Amendment to the contract and approved by the Contract Administrator.

4.4 Claims for Adjustment and Disputes

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer’s letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

4.5 Force Majeure

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall
be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor’s finances shall not be a Force Majeure.

4.6 Default and Termination of Contract

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor’s surety shall pay the difference to the Department.

4.7 Termination for Convenience of the State

The performance of work under this contract may be terminated by the state in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination is in the best interest of the state. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.8 Appropriation by Legislature Required

The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or “give-back” of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

4.9 Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

4.10 Save Harmless

The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor’s employees engaged in the performance of this Agreement.
The Contractor will maintain Worker’s Compensation Insurance as required by Idaho Code and will provide to the department a certificate of Idaho Worker’s Compensation Insurance issued by a surety licensed to write Idaho Worker’s Compensation in the State of Idaho, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission. Failure to provide a Certificate of Workman’s Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary workman’s compensation insurance. The Department will not assume liability as an employer.

The Contractor shall protect, indemnify, and save the Department harmless from and against any damage, cost, or liability including reasonable attorney’s fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Department be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

4.11 Insurance requirements

Within fifteen (15) calendar days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful bidder must provide certificates of insurance required herein and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the fifteen (15) calendar day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

The Contractor must carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor cannot commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the contract is terminated.

4.11.1 Commercial General and Umbrella Liability Insurance.

Contractor must maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this Contract. For Comprehensive or Commercial General Liability insurance policy containing an aggregate limit, ensure a limit of at least $4,000,000. The above limits may be met by policies having limits such as $1,000,000 per occurrence, $2,000,000 aggregate plus an umbrella policy of $2,000,000.

CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
4.11.2 Commercial Automobile and Commercial Umbrella Liability Insurance.

The Contractor must maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than $2,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

Bidders may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid if the bidder will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

4.11.3 Workers Compensation Insurance and Employer’s Liability.

The Contractor must maintain workers compensation and employer’s liability. The employer’s liability must have limits not less than $500,000 each accident for bodily injury by accident or $500,000 each employee for bodily injury by disease.

The Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

4.11.4 State of Idaho as Additional Insured.

The liability insurance coverage required for performance of the Contract must include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor’s activities to be performed under this Contract.

The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

4.11.5 Notice of Cancellation or Change.

The Contractor must ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the ITD in accordance with the policy provisions.

4.11.6 Failure to Comply.

The Contractor must further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of
aggregate limits, will not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

4.11.7 Acceptable Insurers and Deductibles.

Insurance coverage required under the Contract must be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor must be financially responsible for all deductibles, self-insured retention’s and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and must provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

4.11.8 Waiver of Subrogation.

All policies must contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.
ATTACHMENT A- BID SCHEDULE

STITES CULVERT PROJECT 18-202

Company Name of Bidder: _______________________________________________________

Contact Name/Phone: _________________________________________________________

Contact E-mail: _______________________________________________________________

Provide your fully burdened Total Cost for providing Culverts at Stites specified in this solicitation:

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<td>HMA Pavement</td>
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TOTAL $__________

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE
ATTACHMENT B- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM

STITES CULVERT PROJECT 18-202

STATE OF ________________________________

COUNTY OF ______________________________

The undersigned being duly sworn upon oath deposes and says that _____________________________ (Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that _____________________________ provides a drug-free workplace program that complies with the provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this contract and that _____________________________ will subcontract work only to _____________________________ (Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

______________________________
Name of Contractor

______________________________
Address

______________________________
City and State

By: _____________________________ (Signature)

Subscribed and sworn to before me this __________ day of ______________, in the year __________.

Commission expires: ________________

_______________________________________
NOTARY PUBLIC, residing at ________________________________

_______________________________________
_______________________________________

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE
ATTACHMENT C- SUBCONTRACTOR LICENSING

STITES CULVERT PROJECT 18-202

Provide the names, addresses, public works contractor license numbers, and contract amounts of the Contractor or Subcontractor(s) who will do the plumbing, electrical, or HVAC work under the contract.

A. **Plumbing work by:** __________________________________________________ residing at: ____________________________________________________
   whose Idaho Public Works Contractors License No. is: ____________________,
   whose State Plumbing Bureau License No. is: _________________. Amount: $_______________

B. **Electrical work by:** __________________________________________________ residing at: ____________________________________________________
   whose Idaho Public Works Contractors License No. is: ____________________,
   whose State Electrical Bureau License No. is: _________________. Amount: $_______________

C. **HVAC work by:** ____________________________________________________ residing at: ____________________________________________________
   whose Idaho Public Works Contractors License No. is: ____________________,
   whose HVAC License No. is: _________________. Amount: $_______________

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE IF SUBCONTRACTING
ATTACHMENT D- SIGNATURE PAGE

Idaho Transportation Department
PO BOX 7129
3311 W STATE STREET
BOISE, ID 83707-1129

SIGNATURE PAGE for Use with a Submitted ITB Response

Bids and pricing information must be typewritten or handwritten in ink. Originals and copies of the bid must be submitted in accordance with the solicitation documents. Submitted bids must include this signature page with the ORIGINAL signature (ink or electronic digital I.D.) of an individual authorized to bind the submitting bidder.

NO LIABILITY WILL BE ASSUMED BY THE IDAHO TRANSPORTATION DEPARTMENT FOR A BIDDER’S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE BIDDER’S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE BIDDER TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE BIDDER’S RESPONSE TO THE SOLICITATION.

Send your sealed bid package to:
Idaho Transportation Department
ATTN: Todd Sorensen, Project Coordinator
PO Box 7129
Boise, ID 83707-1129

OR
FedEx, UPS, or other Couriers:
Idaho Transportation Department
ATTN: Todd Sorensen, Project Coordinator
3311 W State Street
Boise, ID 83707

This ITB or IBR response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions, and requirements contained in the solicitation in effect at the time this ITB or IBR was issued, as incorporated by reference into this solicitation. As the undersigned I certify I am authorized to sign and submit this response for the named bidder. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

Bid Number: STITES CULVERT PROJECT Bid Title: 18-202

Bidder (Company Name): __________________________________________________________________________________
ADDRESS: _______________________________________________________________________________________________
CITY, ST, ZIP: ____________________________________________________________________________________________
PHONE: ________________________ FAX: _________________________ EMAIL: ____________________________________
PUBLIC WORKS LICENSE NO:___________________________           FEIN:______________________________________

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC DIGITAL I.D., AND RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED.

_________________________________________________  _____________________________________
Original Signature (in ink or electronic digital I.D.)    Date

_________________________________________________  _____________________________________
Printed Name        Title
January 5, 2018

Regulatory Division

SUBJECT: NWW-2017-552-B02, ITD/SH-13, Stites Culvert replacement, MP 22.1
ITD Key No. No Key No.

Mr. Dave Kuisti
Idaho Transportation Department
2600 Frontage Road
Lewiston, Idaho 83501

Dear Mr. Kuisti:

This is a PROVISIONAL VERIFICATION that the SH-13, Stites Culvert replacement project, Department of the Army (DA) File No. NWW-2017-552-B02, will meet the terms and conditions of DA Nationwide Permit (NWP) No. 3: Maintenance, provided you obtain an Idaho Water Quality Certification or waiver of certification, as described below. This Provisional Verification is NOT VALID and does not authorize you to begin work activities at this time. The project is located on SH-13 and Stites Grade Road, at Mile Post 22.1, within Section 29 of Township 32 North, Range 4 East, near latitude 46.087969 N and longitude – 115.975821 W, in Stites, Idaho County, Idaho.

This Provisional Permit will become valid, as authorized under NWP No. 3: Maintenance, once you obtain a Water Quality Certification or certification is waived. Project activities include the discharge of 47 cubic yards of gravel/stone, 8 cubic yards of concrete and 8 cubic yards of riprap below the ordinary high water mark of an unnamed tributary to the South Fork of the Clearwater River, to replace deteriorated twin 36” culverts, flap gates and concrete headwall with twin 48” culverts, new flap gates and new concrete headwall, on SH-13 at Mile Post 22.1. All work will be done in accordance to the enclosed September 13, 2017, Joint Application for Permit and the enclosed drawings, entitled: “SH-13, Stites Culvert Replacement,” Sheets 1-2, dated September 13, 2017.

AUTHORITY
DA permit authorization is necessary because the project involves the discharge of dredged and/or fill material into Waters of the U.S. This authorization is outlined in Section 404 of the Clean Water Act (33 U.S.C. 1344).
WATER QUALITY CERTIFICATION

Section 401 of the Clean Water Act (33 U.S.F. 1344) requires all NWP authorizations to comply with State or Tribal Water quality standards for any discharge of dredged and/or fill material into Waters of the United States. Under Federal law, a DA permit cannot be issued until a Section 401 Water Quality Certification (WQC) is issued or waived. The U.S. Environmental Protection Agency (EPA) has denied a Section 401 WQC for NWP No. 3: Maintenance.

We forwarded a copy of your application to EPA on December 22, 2017, and requested they evaluate the project for an Individual Section 401 WQC. EPA has until February 20, 2018, to either issue an Individual WQC, waive certification, request an extension, or deny the action. Therefore, you may not proceed with your project until you obtain either a certification or waiver of certification from EPA. If EPA's final decision is to deny WQC, the application for permit will be denied and you may not construct the project.

If EPA requests an extension, you may not begin your project until EPA issues WQC or waives certification. However, if EPA does not issue WQC or request an extension by February 20, 2018, you may assume the Section 401 WQC has been waived and this Provisional Verification will become valid. If you have any questions concerning your 401 WQC, please contact the EPA directly at telephone number 206-553-6384.

PERMIT CONDITIONS

You must comply with all regional, general, and special conditions for this verification letter to remain valid and to avoid possible enforcement actions. The regional and general permit conditions for NWP No. 3: Maintenance are enclosed and available online at http://www.nwec.usace.army.mil/Business-Visit-Us/Regulatory-Division/Nationwide-Permits/. In addition you must also comply with the special conditions listed below.

The following Special Conditions include:

a. This Corps verification does not authorize you to take an endangered species, in particular, bull trout, Snake River Basin steelhead, Fall Chinook salmon, and their designated critical habitat, Spalding's catchfly, and Canada lynx. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA), e.g. an ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply. The U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) Programmatic BOS, dated November 20, 2015 and May 17, 2012 respectively, contain mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the "incidental take" that is also
specified in the BOs. Copies of the Programmatic BOs can be found online at our Regulatory website, at http://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/Permit-Processes/. If you are unable to access the web, you may contact this office to obtain a paper copy. The USFWS and the NMFS are the appropriate authorities to determine compliance with the terms and conditions of their BOs and with ESA.

b. This Corps verification does not authorize you to take an endangered species, in particular the Coho salmon. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA), e.g. an ESA Section 10 permit, or a Biological Opinion under ESA Section 7, with "incidental take" provisions with which you must comply. The National Marine Fisheries Service (NMFS) Biological Opinion (BO), dated May 17, 2012, contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the "incidental take" and Conservation Recommendations associated with Essential Fish Habitat (EFH) that are also specified in their BO. Your authorization under this Corps verification is conditional upon your compliance with all of the mandatory terms and conditions associated with the incidental take and EFH of that BO, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take and EFH of the BO, where take of the listed species occurs or adverse effect to EFH would constitute an unauthorized take, and also constitute non-compliance with this Corps verification. The NMFS is the appropriate authority to determine compliance with the terms and conditions of its BO, and with ESA.

c. Incidents where any individual(s) of Snake River fall Chinook and/or Snake River Basin steelhead; as listed by NOAA Fisheries under the Endangered Species Act, appear to be injured or killed as a result of the discharge of dredged and/or fill material into a Waters of the U.S., including wetlands as authorized by this NWP shall report to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Walla Walla Corps of Engineers Boise Regulatory Office at 208-433-4464. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved, and, if possible take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries Office of Protected Resources, to collect specimens or take measures to ensure that evidence intrinsic to the specimen is preserved.
d. The permittee is responsible for all work done by any contractor. Permittee shall ensure any contractor who performs the work is informed of and follows all the terms and conditions of this authorization, including any Special Conditions listed above. Permittee shall also ensure these terms and conditions are incorporated into engineering plans and contract specifications.

COMPLIANCE CERTIFICATION

Further, Nationwide Permit General Condition 30 (Compliance Certification) requires that every permittee who has received NWP verification must submit a signed certification regarding the completed work and any required mitigation. The enclosed Compliance Certification Form is enclosed for your convenience and must be completed and returned to us.

LIMITATIONS OF THIS VERIFICATION

This letter of authorization does not convey any property rights, or any exclusive privileges and does not authorize any injury to property or excuse you from compliance with other Federal, State, or local statutes, ordinances, regulations, or requirements which may affect this work.

EXPIRATION OF THIS VERIFICATION

This verification is valid until March 18, 2022, unless the NWP is modified, suspended or revoked. If your project, as permitted under this NWP verification is changed and/or modified, you must contact our office prior to commencing any work activities. In the event you have not completed construction of your project by March 18, 2022, please contact us at least 60-days prior to this date. A new application and verification may be required.

CUSTOMER SERVICE

We actively use feedback to improve our delivery and provide you with the best possible service. Please take our online customer service survey to tell us how we are doing. Follow this link to take the survey: http://corpsmapu.usace.army.mil/cm_apex/?p=regulatory_survey. If you have questions or if you would like a paper copy of the survey, call our office at 208-433-4464. For more information about the Walla Walla District Regulatory program, visit us online at http://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/.
If you have any questions or need additional information about this permit, you can contact Ms. Nicholle Braspennickx at 208-433-4461 by mail at the address in the letterhead, or email at Nicholle.M.Braspenn@usace.army.mil. A copy of this letter is being sent to: Mr. Shawn Smith, Idaho Transportation Department (ITD), District 2; Ms. Sue Sullivan, ITD, Headquarters; and Ms. Linda Storm, EPA.

Sincerely,

[Signature]

Gregory J. Martinez
Deputy Chief, Regulatory Division

Enclosures:
   General and Regional NWP 3 Conditions
   Compliance Certification Form
   September 13, 2017, Joint Application for Permit
   Transfer of Nationwide Permit Form
Regulatory Division

SUBJECT: NWW-2017-552-B02, ITD/SH-13, Stites Culvert, Mile Post 22.1
ITD Key No. No Key

Ms. Linda Storm
U.S. Environmental Protection Agency
Office of Environmental Review and Assessment
Aquatic Resources Unit (OERA-140)
1200 6th Avenue, Suite 900
Seattle, Washington 98101

Dear Ms. Storm:

This letter requests the U.S. Environmental Protection Agency, Region 10 (USEPA) evaluate the enclosed September 13, 2017 (received November 21, 2017), Joint Application for Permit from the Idaho Transportation Department for an individual 401 Water Quality Certification. This project is being verified under Nationwide Permit (NWP) No. 3, Maintenance to replace two (2) 36" x 64' long corrugated metal pipes (CMPs), their headwall and attendant riprap, with two (2) 48" x 66' long CMPs, a new headwall and new attendant riprap, requiring the discharge of 63 cubic yards of fill materials (rock, gravel, riprap and concrete) below the ordinary high water mark of an intermittent, unnamed tributary to the South Fork of the Clearwater River. No wetlands will be filled as a result of the project. The proposed project is located on the Nez Perce Reservation, on SH-13 at Mile Post 22.1 at the intersection of Stites Grade Road and the edge of Stites City Limits, in Idaho County, Idaho. The proposed project is described more specifically in the enclosed Joint Application for Permit.

The Walla Walla District Boise Regulatory Office has determined the project complies with the terms and conditions of NWP No. 3, Maintenance. Our determination is made in accordance with 33 CFR Part 330 of our regulations and subject to Endangered Species Act and Section 106 of the National Historic Preservation Act special conditions, should USEPA issue or waive 401 Water Quality Certification (WQC) for this project.

Since the USEPA has denied WQC for NWP No. 3, Maintenance on Tribal Reservation Lands in Idaho, the applicant must obtain an individual certification or waiver of certification before starting work.
Please send your WQC directly to the permit applicant with a copy to the Boise Regulatory Office. If we do not receive a copy of the individual WQC or waiver by February 20, 2018, we will verify the NWP and advise the applicant they may assume WQC has been waived and proceed with construction of the project as proposed.

If you have any questions or wish to discuss the proposed project, please contact me directly by telephone at 208-433-4461 or via e-mail at Nicholle.M.Braspennn@usace.army.mil. A copy of this letter is being sent to: Ms. Tracy Peak, USEPA, Boise; Mr. Shawn Smith, Idaho Transportation Department (ITD), District 2; Ms. Sue Sullivan, ITD, Headquarters.

Sincerely,

[Nicholle Braspennn, Project Manager, Regulatory Division]

Enclosure:
September 13, 2017 Joint Application for Permit
2017 – 2022 Nationwide Permit 3. Maintenance

(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure’s configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation or replacement of those structure or fills destroyed or damaged by storms, flood, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed.
in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

NOTIFICATION: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see General Condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals.

(Authorities): Section 10 of the River and Harbors Act of 1899, and Section 404 of the Clean Water Act (Sections 10 and 404).

NOTE: NWP 3 authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) maintenance exemption.

Water Quality Certification, NWP 3, Maintenance:
The Agency responsible for the administration of Water Quality Certification (WQC), is based on the project location. If the WQC for a particular NWP is DENIED, then an individual WQC, or a waiver of WQC, is required, prior to the commencement of any work activities and/or issuance of a DA verification, authorization and/or permit.

State of Idaho: ISSUED, with exception: IDEQ denies certification for any activities authorized by this NWP that may result in a discharge of an “outstanding resource water” (Note – to date, there are NO “outstanding resource waters” in Idaho.)

Coeur d’Alene Tribal Lands: DENIED
Shoshone-Bannock Tribal Lands: DENIED
U.S. Environmental Protection Agency for all other Tribal Lands: DENIED

Regional Conditions for NWP 3: The following NWP regional conditions will be used in the State of Idaho. Regional conditions are placed on the NWPs to ensure projects result in minimal adverse impacts to the aquatic environment and to address local resource concerns.

Watersheds Requiring Pre-Construction Notification, Specific to Anadromous Fish: This regional condition applies to NWPs 1, 3, 4, 7, 12, 13, 14, 16, 17, 27, 28, 29, 31, 33, 35, 36, 39, 40, 43, 44, 46, 48, 51, 52 and 53.

Pre-construction Notification (PCN) will be required for the above listed NWPs in the geographic areas as shown on Figure 1: Watershed Requiring Pre-Construction Notification, dated March 19, 2017.

Vegetation Protection / Restoration and Soil Stabilization: This regional condition applies to NWPs 3, 4, 5, 6, 7, 12, 13, 14, 16, 17, 18, 19, 20, 22, 23, 25, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 51, 52, and 53.
• Permittee shall avoid and minimize the removal of native vegetation in riparian and wetland areas to the maximum extent practicable. Areas subject to temporary vegetation removal in riparian and wetland areas during construction shall be replanted with appropriate native species by the end of the first growing season following the disturbance except as waived by the District Engineer.

• Permittee shall use suitable material to stabilize engineered fills associated with the installation of culverts and other bridge structures. Refer to NWP General Condition 6, (suitable material). Permittee shall use appropriate erosion control measures to ensure stability in and around instream structures.

Temporary Construction, Access and Dewatering:

1. De-watering: Discharges for temporary cofferdams and de-watering structures under NWPs 3, 12, 13, 14, 29, 33 and 39 shall comply with the following conditions:
   • Cofferdams shall be constructed of non-erosive material such as jersey barriers, sand or gravel filled bags, water bladders, sheet pile, and other similar non-erosive devices. Cofferdams may not be constructed by using mechanized equipment to push streambed material through flowing water.
   • Diversion channels constructed to bypass flow around the construction site shall be lined with plastic, large rock, or otherwise protected from erosion prior to releasing flows into or through the diversion channel.
   • Water removed from within the coffered area shall be pumped to a sediment basin or otherwise treated to remove suspended sediments prior to its return to the waterway.
   • Water pipe intakes shall be screened (openings <3/32 inch) to prevent entrainment of fish trapped in the coffered area.
   • Fish trapped within the coffered areas shall be collected by electrofishing, seining or dip net and returned to the waterway upstream of the project area. If electrofishing is used, the National Marine Fisheries (NMFS) guidelines for electrofishing should be followed¹.
   • Temporary stockpiles in waters of the United States shall be removed in their entirety so as not to form a berm or levee parallel to the stream that could confine flows or restrict overbank flow to the floodplain.

2. Re-watering: For stream channels which have been dewatered during project construction:
   • Stream channels will be re-watered slowly to minimize sudden increase in turbidity.

Select Waters and Wetlands: The Corps will coordinate with the Idaho Department of Fish and Game (IDFG) for activities in the following waters, watersheds and wetlands that require notification and are authorized by NWPs 3, 6, 7, 12, 13, 14, 17, 18, 22, 23, 27, 31, 33, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 51, 52, and 53.

¹Guidelines for Electrofishing Waters Containing Salmonids Listed Under the Endangered Species Act (June 2000)
• **Waters:** Henry’s Fork of the Snake River and its tributaries; South Fork Snake River and its tributaries; Big Lost River upstream of the US 93 crossing south of Leslie; East Fork Big Lost River; Boise River upstream of Arrow Rock Reservoir; Salmon River and its tributaries, St. Joe River, Priest River; Big Wood River.

• **River Basins and Watersheds:** Beaver-Camas Creeks and Mud Lake Basin; Medicine Lodge Creek and Crooked Creek; Kootenai River; Middle and South Fork Clearwater River.

• **The following HUC 12 sub-watersheds:** Big Sand Creek–Palouse River (170601080102); Rock Creek-Palouse River (170601080110); Upper Lolo Creek (170603060201); Musselshell Creek (170603060202); Eldorado Creek (170603060203); Middle Lolo Creek (170603060204); Lower Lolo Creek (170603060205); East Fork Potlatch River (170603060801); West Fork Potlatch River-Potlatch River (170603060802); and Hog Meadow Creek-Potlatch River (17060306902).

• **Wetlands identified in Idaho Department of Fish and Game, Wetland Conservation Strategy as Class 1, Class II and Reference Habitat Sites**².

• **Wetlands identified in the Idaho Wetland Conservation Prioritization Plan-2012**³.

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² Idaho Department of Fish and Game (IDFG) Wetland Conservation Strategies have been developed for the Henrys Fork Basin, Northern Idaho, Big Wood River, Southeast Idaho, East-Central Idaho and Spokane River Basin, Middle and Western Snake River and tributaries, and the Upper Snake River-Portneuf Drainage, Weiser River Basin, and West Central Mountain Valleys and adjacent wetlands. Closed basins of Beaver-Camas Creeks, Medicine Lodge Creek, Palouse River and Lower Clearwater River sub-basins, Middle Fork and South Fork Clearwater Basins and Camas Prairie in northern Idaho. Refer to the internet site at: [http://fishandgame.idaho.gov/content/page/wetlands-publications-idaho-natural-heritage-program#reports](http://fishandgame.idaho.gov/content/page/wetlands-publications-idaho-natural-heritage-program#reports).

³ Murphy, C., J. Miller and A. Schmidt. 2012.

See next page for: **Figure 1: Watersheds Requiring Pre-Construction Notification dated March 19, 2017**
Figure 1. Watersheds Requiring Pre-Construction Notification

Legend:
- Little Salmon River
- Moho Oil
- FIDC Watersheds
- Others

Subbasins:
- Clearwater
- Hells Canyon
- Lemhi
- Little Salmon
- Lochsa
- Lower Middle Fork Salmon River
- Lower North Fork Clearwater River
- Lower Salmon River
- Lower Selway River
- Lower Snake River/Asotin
- Middle Fork Clearwater
- Middle Salmon - Chamberlain
- Middle Salmon - Panther
- Pahsimeroi
- South Fork Clearwater
- South Fork Salmon
- Upper Middle Fork Salmon
- Upper Salmon
- Upper Selway

US Army Corps of Engineers

19 March 2017
2017 Nationwide Permit General Conditions:

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

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.
   (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee’s expense on authorized facilities in navigable waters of the United States.
   (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his 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. **Regional Addition to General Condition 4: For additional information contact the**
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 NWP 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). Regional Addition to General Condition 9: To obtain information on State of Idaho definition of high water refer to Idaho Department of Water Resources (IDAPA 37.03.07. Rule 63.03.04.a). For culverts or bridges located in a community qualifying for the national flood insurance program, the minimum size culvert shall accommodate the 100-year flood design flow frequency (IDAPA 37.03.07. Rule 62.03.04.c).

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. Regional Addition to...
13. Removal of Temporary Fills. 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. The permittee 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 NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

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 the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. 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 designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, 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 designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat 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. In cases where the non-Federal applicant has identified listed species or critical habitat 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 critical habitat, or until ESA section 7 consultation 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 with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

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

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

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

Regional Addition to General Condition 18: For additional information on ESA listed species in north Idaho contact the US Fish and Wildlife Service (USFWS) at 509-893-8009 (Spokane Office), for all other counties in Idaho contact the Boise Office USFWS at 208-378-5388.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts 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) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, 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. 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, which may include background research, consultation, oral history interviews, sample field investigation, and 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. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and 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.

(d) 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.

*Regional Addition to General Condition 20: For additional information on the potential for
cultural resources in proximity to the project site, contact the Idaho State Historic Preservation
Office at 208-334-3847 located in Boise, Idaho.*

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

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

(a) Discharges of dredged or fill material into waters of the United States are not
authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and
52 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 in the designated critical resource waters including wetlands adjacent to those
waters. The district engineer may authorize activities under these NWPs only after it is
determined 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) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than 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. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

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

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

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

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

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

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

(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 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. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe 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)). 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 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 prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not 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.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification
must be attached to the letter, and the letter must contain the following statement and signature:

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

_____________________________________________
(Transferee)

_____________________________________________
(Date)

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

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

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

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires 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 is not authorized by NWP until the appropriate Corps office issues the section 408 permission 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. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. 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) 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. For single and complete linear projects, 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. 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, intermittent, and ephemeral 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 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 designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat 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 activity that requires 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 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 the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this General Condition. 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 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) 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 (iv) 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 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.

D. District Engineer’s Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only
minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences 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. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects.
environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant’s submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with General Conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see General Condition 31).

F. Definitions

Alkaline Wetlands: wetlands on alkaline and/or saline soils found where evaporation far exceeds precipitation; sites range from sloped seeps and springs (most common) to drainages or pond and playa margins; flooding and saturation varies, but high groundwater is typical and vegetation is salt tolerant.

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water
quality resulting from development. BMPs are categorized as structural or non-structural.

*Compensatory mitigation:* The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

*Currently serviceable:* Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

*Direct effects:* Effects that are caused by the activity and occur at the same time and place.

*Discharge:* The term “discharge” means any discharge of dredged or fill material into waters of the United States.

*Ecological reference:* A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

*Enhancement:* The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

*Ephemeral stream:* An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

*Establishment (creation):* The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

*Forested Wetlands:* Wetlands characterized by woody vegetation that is 6 meters tall or taller. They are located where moisture is relatively abundant, particularly
along rivers and in the mountains and normally possess an overstory of trees and an
understory of young trees or shrubs and an herbaceous layer.

High Tide Line: The line of intersection of the land with the water’s surface at the
maximum height reached by a rising tide. The high tide line may be determined, in the
absence of actual data, by a line of oil or scum along shore objects, a more or less
continuous deposit of fine shell or debris on the foreshore or berm, other physical
markings or characteristics, vegetation lines, tidal gages, or other suitable means that
delineate the general height reached by a rising tide. The line encompasses spring high
tides and other high tides that occur with periodic frequency but does not include storm
surges in which there is a departure from the normal or predicted reach of the tide due
to the piling up of water against a coast by strong winds such as those accompanying a
hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including
archaeological site), building, structure, or other object included in, or eligible for
inclusion in, the National Register of Historic Places maintained by the Secretary of the
Interior. This term includes artifacts, records, and remains that are related to and
located within such properties. The term includes properties of traditional religious and
cultural importance to an Indian tribe or Native Hawaiian organization and that meet the
National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete
non-linear project in the Corps Regulatory Program. A project is considered to have
independent utility if it would be constructed absent the construction of other projects in
the project area. Portions of a multi-phase project that depend upon other phases of the
project do not have independent utility. Phases of a project that would be constructed
even if the other phases were not built can be considered as separate single and
complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or
farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times
of the year, when groundwater provides water for stream flow. During dry periods,
intermittent streams may not have flowing water. Runoff from rainfall is a supplemental
source of water for stream flow.

Invasive Species: Species of plants not native to the ecosystem under
consideration and whose introduction causes or is likely to cause economic or
environmental harm or harm to human health.

Kettle: A steep-sided, usually basin or bowl shaped hole or depression,
commonly without surface drainage, in glacial drift deposits, often containing a lake or
swamp.
Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Native Species: Species that occurs naturally in a particular region, state, ecosystem and habitat without direct or indirect human actions.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Peatland: Wetlands in cold and persistently saturated settings with at least 30 cm of peat accumulation: fen peatlands form on slopes with groundwater discharge and on floating anchored mats in kettle ponds, subalpine lakes or valley lakeshores; as peat accumulates, ridges or mounds may form; they often support specially adapted mosses and plants.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year.
Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Pre-construction notification:** A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

**Protected tribal resources:** Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

**Rehabilitation:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

**Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

**Riffle and pool complex:** Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the...
water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

**Riparian areas:** Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See General Condition 23.)

**Shellfish seeding:** The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

**Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

**Single and complete non-linear project:** For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

**Spring-fed Wetlands:** Wetlands supported by surface discharge of groundwater, often occurring on gentle to steep slopes, but also including upwellings in flat basins.

**Stormwater management:** Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

**Stormwater management facilities:** Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best
management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

**Stream bed**: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

**Stream channelization**: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

**Structure**: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

**Tidal wetland**: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channel ward of the high tide line.

**Tribal lands**: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

**Tribal rights**: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

**Vegetated shallows**: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

**Vernal Pools**: Precipitation-filled seasonal wetlands inundated during periods when temperature is sufficient for plant growth, followed by a brief waterlogged-terrestrial state and culminating in extreme desiccating soil conditions or extended duration.
**Waterbody:** For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.
COMPLIANCE CERTIFICATION

US Army Corps of Engineers
Walla Walla District

Permit Number: NWW-2017-552-B02
Name of Permittee: Idaho Transportation Department
Date of Issuance: January 5, 2018

Upon completion of the activity authorized by this permit and any mitigation required by the permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Walla Walla District
Boise Regulatory Office
720 East Park Boulevard, Suite 245
Boise, Idaho 83712-7757

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 all terms and conditions of this permit, the permit is subject to suspension, modification, or revocation and you are subject to an enforcement action by this office.

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. The required mitigation was also completed in accordance with the permit conditions.

______________________________  ______________________
Signature of PERMITTEE          DATE
# Joint Application for Permits

**U.S. Army Corps of Engineers - Idaho Department of Water Resources - Idaho Department of Lands**

**Authorities:** The Department of Army Corps of Engineers (Corps), Idaho Department of Water Resources (IDWR), and Idaho Department of Lands (IDL) established a joint process for activities impacting jurisdictional waters that require review and/or approval of both the Corps and State of Idaho. Department of Army permits are required by Section 10 of the Rivers & Harbors Act of 1899 for any structure(s) or work in or affecting navigable waters of the United States and by Section 404 of the Clean Water Act for the discharge of dredged or fill materials into waters of the United States, including adjacent wetlands. State permits are required under the State of Idaho, Stream Protection Act (Title 42, Chapter 36, Idaho Code and Lake Protection Act (Section 58, Chapter 13 et seq., Idaho Code). In addition, the information will be used to determine compliance with Section 401 of the Clean Water Act by the appropriate State, Tribal or Federal entity.

**Joint Application:** Information provided on this application will be used in evaluating the proposed activity. Disclosure of requested information is voluntary. Failure to supply the requested information may delay processing and issuance of the appropriate permit or authorization. Applicant will need to send a completed application, along with one (1) set of legible, black and white (8½"x11"), reproducible drawings that illustrate the location and character of the proposed project or activities to both the Corps and the State of Idaho.

**See Instruction Guide** for assistance with Application. Accurate submission of requested information can prevent delays in reviewing and permitting your application. Drawings including vicinity maps, plan view and section view drawings must be submitted on 8-1/2 x 11 papers.

**Do not start work until you have received all required permits from both the Corps and the State of Idaho.**

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### INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED

#### 1. Contact Information - Applicant

- Name: Dave Kuisti
- Company: Idaho Transportation Department
- Mailing Address: PO Box 837
- City: Lewiston
- State: ID
- Zip Code: 83501
- Phone Number: 208-799-5090
- E-mail: Dave.Kuisti@idt.idaho.gov

#### 2. Contact Information - Agent

- Name: Shawn W. Smith
- Company: Idaho Transportation Department
- Mailing Address: PO Box 837
- City: Lewiston
- State: ID
- Zip Code: 83501
- Phone Number: 208-799-5090
- E-mail: Shawn.Smith@idt.idaho.gov

#### 3. Project Name or Title

- SH-13, Stites Culvert Replacement

#### 4. Project Street Address

- SH-13, MP 22.1

#### 5. Project County

- Idaho

#### 6. Project City

- Stites

#### 7. Project Zip Code

- 83552

#### 8. Nearest Waterway/Waterbody

- Un-named stream

#### 9. Tax Parcel ID

- N/A

#### 10. Latitude

- 46.837966 N

#### 11. Longitude

- 115.97521 W

#### 12a. Estimated Start Date

- July 2018

#### 12b. Estimated End Date

- October 2018

#### 13a. Is Project Located Within Established Tribal Reservation Boundaries?

- No x Yes

#### 13b. Is Project Located in Listed ESA Area?

- No x Yes

#### 13c. Is Project Located On/Neer Historical Site?

- No x Yes

#### 14. Directions to Project Site

Include vicinity map with legible crossroads, street numbers, names of landmarks. Begin in the city of Stites on SH-13 at milepost 22.5, proceed southerly along SH-13 to milepost 22.1 at the intersection with Stites Grade Road and the edge of the City limits. The project are the double culverts whose headwall is located at the SE corner of the intersection.

#### 15. Purpose and Need

- Commercial
- Industrial
- Public
- Private
- Other

Describe the reason or purpose of your project; include a brief description of the overall project. Continue to Item 16 to detail each work activity and overall project.

The purpose of this project is to replace the deteriorating twin 36" culverts with twin 48" culverts.

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NWW Form 1145-1/IDWR 3804-B
This project will remove the two existing 36-inch corrugated metal pipes (CMP), the existing flap gates and the existing concrete headwall. Then install two 48-inch CMPs with flap gates and a new concrete headwall. Riprap will be placed at the outlet for protection.

The project will proceed in two phases to allow the continual conveyance of traffic along SH-13. A portion of the existing culverts will be removed and then construction of that part will begin. Then once the first part is completed, traffic will be transferred to the completed section and the former actions will proceed on the remainder.

To minimize disturbances in the roadway surface, OSHA approved trench shoring methods will be used. Sloped edges of the trench excavation will not be allowed. See attached drawing.

Equipment used will include an excavator, loader, crane, vehicles to transport materials, and hand tools.

This project will cause minimal impacts to the existing location where the culverts transport the un-named drainage under SH-13. Work will be confined to the ITD right-of-way, which includes those areas previously disturbed with the installation of the existing culverts and headwall.

The un-named drainage is an intermittent watercourse.

Work will occur in the stream channel during low or no-flow conditions. Should de-watering be needed, NTU monitoring of sediment will be evaluated.

The proposed action will place material in nearly the same footprint that was previously permitted. No wetlands will be filled. No mitigation is proposed for this action.

| 18. TYPE and QUANTITY of MATERIAL(S) to be discharged below the ordinary high water mark and/or wetlands: |
|--------------------------------------------------------|----------------|----------------|---------------|
| Dirt or Topsoil: | _____ cubic yards |
| Dredged Material: | _____ cubic yards |
| Class Sand: | _____ cubic yards |
| Clay: | _____ cubic yards |
| Gravel, Rock, or Stone: | _____ cubic yards |
| Concrete: | _____ cubic yards |
| Other (describe): | Riprap | 8 cubic yards |
| Other (describe): | | |
| TOTAL: | 63 cubic yards |

| 19. TYPE and QUANTITY of impacts to waters of the United States, including wetlands: |
|--------------------------------------------------------|----------------|----------------|---------------|
| Filling: | _____ acres _____ sq ft | 63 cubic yards |
| Backfill & Bedding: | _____ acres _____ sq ft | cubic yards |
| Land Clearing: | _____ acres _____ sq ft | cubic yards |
| Dredging: | _____ acres _____ sq ft | cubic yards |
| Flooding: | _____ acres _____ sq ft | cubic yards |
| Excavation: | _____ acres _____ sq ft | cubic yards |
| Draining: | _____ acres _____ sq ft | cubic yards |
| Other: | | |
| TOTALS: | 63 cubic yards |
21. HAVE ANY WORK ACTIVITIES STARTED ON THIS PROJECT?  [X] NO [ ] YES  If yes, describe all work that has occurred including dates.

22. LIST ALL PREVIOUSLY ISSUED PERMIT AUTHORIZATIONS:
N/A

23. [ ] YES, Alteration(s) are located on Public Trust Lands, Administered by Idaho Department of Lands

24. SIZE AND FLOW CAPACITY OF BRIDGE/CULVERT and DRAINAGE AREA SERVED: 2 - 48" @ 64 cfs each

25. IS PROJECT LOCATED IN A MAPPED FLOODWAY?  [X] NO [ ] YES  If yes, contact the floodplain administrator in the local government jurisdiction in which the project is located. A Floodplain Development permit and a No-rise Certification may be required.

26a. WATER QUALITY CERTIFICATION: Pursuant to the Clean Water Act, anyone who wishes to discharge dredge or fill material into the waters of the United States, either on private or public property, must obtain a Section 401 Water Quality Certification (WQC) from the appropriate water quality certifying government entity. See Instruction Guide for further clarification and all contact information.

The following information is requested by IDEQ and/or EPA concerning the proposed impacts to water quality and anti-degradation:

[X] NO [ ] YES Is applicant willing to assume that the affected waterbody is high-quality?

[X] NO [ ] YES Does applicant have water quality data relevant to determining whether the affected waterbody is high quality or not?

[X] NO [ ] YES Is the applicant willing to collect data needed to determine whether the affected waterbody is high quality or not?

26b. BEST MANAGEMENT PRACTICES (BMPs): List the Best Management Practices and describe these practices that you will use to minimize impacts on water quality and anti-degradation of water quality. All feasible alternatives should be considered, treatment or otherwise. Select an alternative which will minimize degrading water quality.

An approved Erosion and Sediment Control Plan will be implemented prior to construction. Project BMPs will include, but are not limited to, measures to prevent sediment from being discharged into waterways, a spill prevention plan, weather restrictions when working with combustible material, and location restrictions for staging, storage, and fueling.

NTU monitoring is a required BMP for culvert replacement to make sure Water Quality Standards are not exceeded. However, since this is an intermittent stream where there is likely no running water, no monitoring is expected.

Through the 401 Certification process, water quality certification will stipulate minimum management practices needed to prevent degradation.

27. LIST EACH IMPACT to stream, river, lake, reservoir, including shoreline: Attach site map with each impact location.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Name of Water Body</th>
<th>Intermittent</th>
<th>Description of Impact and Dimensions</th>
<th>Impact Length (Linear Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace Twin Culverts</td>
<td>Un-named drainage</td>
<td>Intermittent</td>
<td>Remove twin 36&quot; &amp; replace twin 48&quot; x 66'.</td>
<td>75</td>
</tr>
</tbody>
</table>

TOTAL STREAM IMPACTS (Linear Feet): 75

28. LIST EACH WETLAND IMPACT include mechanized clearing, fill, excavation, flood, drainage, etc. Attach site map with each impact location.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Wetland Type: Emergent, Forested, Scrub/Shrub</th>
<th>Distance to Water Body (Linear ft)</th>
<th>Description of Impact Purpose: road crossing, compound, culvert, etc.</th>
<th>Impact Length (acres, square ft, linear ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL WETLAND IMPACTS (Square Feet):
29. ADJACENT PROPERTY OWNERS NOTIFICATION REQUIREMENT: Provide contact information of all adjacent property owners below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>Mailing Address</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Phone Number (Include area code)</td>
<td>E-mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
</tr>
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<tbody>
<tr>
<td>Mailing Address</td>
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<td>City</td>
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<tr>
<td>Phone Number (Include area code)</td>
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<table>
<thead>
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<th>Name</th>
<th>Name</th>
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</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>Mailing Address</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Phone Number (Include area code)</td>
<td>E-mail</td>
</tr>
</tbody>
</table>

30. SIGNATURES: STATEMENT OF AUTHORIZATION / CERTIFICATION OF AGENT / ACCESS

Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein; or am acting as the duly authorized agent of the applicant (Block 2). I hereby grant the agencies to which this application is made, the right to access/come upon the above-described location(s) to inspect the proposed and completed work/activities.

Signature of Applicant: [Signature]  
Date: 9-13-17

Signature of Agent: [Signature]  
Date: 9-13-17

This application must be signed by the person who desires to undertake the proposed activity AND signed by a duly authorized agent (see Block 1, 2, 30). Further, 18 USC Section 1001 provides that: "Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguise a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both."
TRANSFER OF NATIONWIDE PERMIT

When the structures or work authorized by this Nationwide Permit, NWW-2017-552-B02, ITD/SH-13, Stites Culvert, MP 22.1, 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, the associated liabilities and compliance with the terms and conditions the transferee must sign and date below.

Name of New Owner:
Street Address:
Mailing Address:
City, State, Zip:
Phone Number:

______________________________  __________________________
Signature of TRANSFEREE          DATE
Top of Exist. River Bank

Exist. Gabion Retaining Wall

Stites Grade Centerline

Edge of Exist. Roadway

Rock Outlet Protection

1+0.99 Outlets

Remove Exist. Flapper Gates

0+45 Inlets

1+10.99 Outlets

Remove Exist. Gabion

Retain & Protect

Exist. 24" CMP

Top of Exist. River Bank

EXIST. 24" CMP

Retain & Protect

Edge of Exist. Roadway

Remove 2 - 36"x64' CMP's

2 - 48"x66' CMP's

1 - Headwall Req'd.

2 - 48"x64' CMP's

Exist. Gabion Retaining Wall

Stites Grade Centerline

Edge of Exist. Roadway
SH-13, Stites Culvert Project
SITE MAP
MATERIALS AND COMPACTION TABLE

<table>
<thead>
<tr>
<th>PIPE LOCATION</th>
<th>PIPE ZONE</th>
<th>TRENCH ZONE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPACTION REQUIREMENT</td>
<td>COMPACTION REQUIREMENT</td>
</tr>
<tr>
<td>INSIDE ROADWAY PREAM</td>
<td>1 5/16&quot; AGGREGATE (703.04)</td>
<td>1 5/16&quot; AGGREGATE (703.04)</td>
</tr>
<tr>
<td>(SEE NOTE NO. 3)</td>
<td>(SEE NOTE NO. 3)</td>
<td>(SEE NOTE NO. 3)</td>
</tr>
<tr>
<td>OUTSIDE ROADWAY PREAM</td>
<td>1 5/16&quot; AGGREGATE (703.04)</td>
<td>GRANULAR BORROW OR NATIVE MATERIALS WITH MAXIMUM SIZE OF 6&quot; AND FREE FROM WOOD WASTE OR DELETERIOUS MATERIALS (SEE NOTE NO. 1)</td>
</tr>
<tr>
<td>(SEE NOTE NO. 3)</td>
<td>(SEE NOTE NO. 3)</td>
<td>(SEE NOTE NO. 1)</td>
</tr>
</tbody>
</table>

NOTES
1. CONTROLLED DENSITY FILL (FLOWABLE FILL) MATERIAL OR PEA GRAVEL CAN BE USED IF APPROVED BY THE ENGINEER.
2. CLASS D COMPACTION IN MEDIAN AND OUTSIDE 2H:1V SLOPE.
3. LOOSE LIFT THICKNESS DIRECTLY ON TOP OF PIPE MAY BE INCREASED TO PREVENT DAMAGE TO PIPE DURING CONSTRUCTION. DENSITY TEST MAY NOT BE REQUIRED FOR MATERIAL IN THE HAUNCH AND SIDES OF PIPE. CLASS D COMPACTION MAY BE APPLIED TO OUTSIDE THE ROADWAY PREAM IF APPROVED BY THE ENGINEER.
4. WHEN TWO DIFFERENT DIAMETER PIPES ARE INSTALLED, USE THE LARGER D DIMENSION TO DETERMINE THE S DIMENSION.
5. FOR PIPE DIAMETERS GREATER THAN 36 INCHES, THE B DIMENSION SHOULD BE EQUAL TO THE PIPE DIAMETER WHEN THE PIPE IS INSTALLED DURING EMBANKMENT CONSTRUCTION.
6. MINIMUM DEPTH OF COVER FOR CONDUITS CARRYING: WATER 3', LIQUID OR GAS PETROLIUM 4', COMMUNICATIONS OR ELECTRONICS 2' DURING EMBANKMENT CONSTRUCTION.
7. DRAWINGS NOT TO SCALE.

DIMENSION TABLE (SEE NOTE NO'S 4 AND 5)

<table>
<thead>
<tr>
<th>D (INCHES)</th>
<th>B (INCHES)</th>
<th>H (INCHES)</th>
<th>S (INCHES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>10</td>
<td>8</td>
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</tr>
<tr>
<td>7 TO 15</td>
<td>12</td>
<td>10</td>
<td>24</td>
</tr>
<tr>
<td>16 TO 30</td>
<td>18</td>
<td>12</td>
<td>24</td>
</tr>
<tr>
<td>&gt; 30</td>
<td>24</td>
<td>14</td>
<td>GREATER OF 24 OR 0/9</td>
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</table>

MULTIPLE PIPE INSTALLATION DETAIL
METAL REINFORCEMENT TABLE

<table>
<thead>
<tr>
<th>MARK</th>
<th>LOCATION</th>
<th>BAR SIZE</th>
<th>SKETCH</th>
</tr>
</thead>
<tbody>
<tr>
<td>F-1</td>
<td>FLOOR</td>
<td>NO. 4</td>
<td></td>
</tr>
<tr>
<td>H-1A</td>
<td>HORIZ. IN TOP OF RIB WALL &amp; IN FLOOR BACKWALL</td>
<td>NO. 4</td>
<td></td>
</tr>
<tr>
<td>H-1B</td>
<td>HORIZ. IN RIB WALL BETWEEN H-1A &amp; H-1A</td>
<td>NO. 4</td>
<td></td>
</tr>
<tr>
<td>H-2</td>
<td>VERT. IN BOX WALL BETWEEN H-1A &amp; H-1A</td>
<td>NO. 4</td>
<td></td>
</tr>
<tr>
<td>L-1</td>
<td>VERT. &amp; HORIZ. IN FLOOR &amp; INLET LIP</td>
<td>NO. 4</td>
<td></td>
</tr>
<tr>
<td>L-2</td>
<td>VERT. &amp; HORIZ. IN FLOOR &amp; INLET LIP</td>
<td>NO. 4</td>
<td></td>
</tr>
<tr>
<td>W-1A</td>
<td>IN FLOOR &amp; INLET LIP UNDER PIPES</td>
<td>NO. 4</td>
<td></td>
</tr>
<tr>
<td>W-1B</td>
<td>IN FLOOR &amp; INLET LIP</td>
<td>NO. 4</td>
<td></td>
</tr>
<tr>
<td>W-2</td>
<td>VERTICAL IN WING WALLS</td>
<td>NO. 4</td>
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HEADWALL DIMENSION TABLE

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<thead>
<tr>
<th>NOMINAL SIZE</th>
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<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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</table>

METAL REINFORCEMENT TABLE

<table>
<thead>
<tr>
<th>BAR</th>
<th>NOMINAL PIPE SIZE DIAMETER (IN.)</th>
<th>NO.</th>
<th>LENGTH</th>
<th>CORE</th>
<th>LENGTH</th>
<th>CORE</th>
<th>LENGTH</th>
<th>CORE</th>
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<th>CORE</th>
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<tbody>
<tr>
<td>F-1</td>
<td></td>
<td>1</td>
<td>7 1/2</td>
<td>1</td>
<td>80</td>
<td>1</td>
<td>90</td>
<td>1</td>
<td>100</td>
<td>1</td>
</tr>
<tr>
<td>H-1B</td>
<td></td>
<td>2</td>
<td>12' 2&quot;</td>
<td>2</td>
<td>13' 2&quot;</td>
<td>2</td>
<td>14' 2&quot;</td>
<td>2</td>
<td>15' 2&quot;</td>
<td>2</td>
</tr>
<tr>
<td>H-1C</td>
<td></td>
<td>3</td>
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<td>3</td>
<td>16' 2&quot;</td>
<td>3</td>
<td>17' 2&quot;</td>
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<tr>
<td>L-2</td>
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REVISIONS

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<td>4</td>
<td>05/06</td>
<td>6</td>
<td>12/23</td>
<td>27</td>
</tr>
</tbody>
</table>

CONCRETE HEADWALL
FOR TWIN PIPE CULVERTS

NOTES

1. THIS HEADWALL SHALL BE USED ONLY WHEN PROTECTED BY GUARDRAIL OR INSTALLED OUTSIDE THE CLEAR ZONE.
2. CAST-IN-PLACE HEADWALLS SHALL CONFORM TO SECTION 609 - UNIFAC STRUCTURES, THE CURRENT ITS STANDARDS SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
3. THE METAL REINFORCEMENT SHALL BE NO. 4 BARS. ALL REINFORCEMENT SHALL HAVE A MINIMUM CONCRETE COVER OF 2" IN THE DECK AND OF 4" MINIMUM COVER IF CAST AGAINST EARTH.
4. ALL EDGES TO HAVE 1/2" CHAMFER OR TRUDED EDGES.
5. ALL PIPE CULVERTS WITH A CONCRETE HEADWALL SHALL HAVE THE INLET HEADWALLS REVELED, EXCEPT OF THE REINFORCEMENT FOR REVELED ENTRANCES.
7. USE CONCRETE, METAL, OR PLASTIC PIPE WITH HEADWALL CONCRETE PIPE SHOWN ON DRAWING.
8. NOT TO SCALE.
**NOTES**

1. THE REFORMED ENDS OF HELICAL CORRUGATED METAL PIPE MADE TO ACCEPT ANNULAR COUPLING BANDS SHALL BE UNIFORM AND SMOOTH IN APPEARANCE.  PIPE WITH IRREGULAR REFORMED ENDS ARE NOT ACCEPTABLE.

2. SLEEVE AND STRIP GASKETS FOR COUPLING BANDS TYPE 1-A AND 1-B SHALL EXCEED THE WIDTH OF THE BAND BY A MINIMUM OF 1/8" ON BOTH EDGES.  THE GASKETS SHALL FIT TIGHTLY AROUND THE PIPES PRIOR TO INSTALLATION OF THE BAND.

3. ALL WELDS AND/OR EXPOSED FERROUS METAL ON COUPLING BANDS AND BAND CONNECTING HARDWARE SHALL BE REPAIRED IN ACCORDANCE WITH AASHTO M 36.

4. STEEL BAND THICKNESS SHALL BE AT LEAST 1/2" THICKNESS OR GAUGE OF THE PIPE. ALUMINUM BANDS SHALL BE THE SAME THICKNESS AS THE PIPE.

5. THE JOINTS FOR SEWERS SHALL BE WATERTIGHT AND PRESSURE TESTED PRIOR TO ACCEPTANCE, AS REQUIRED IN THE STANDARD SPECIFICATIONS.

6. TO PREVENT GALVANIC ACTION WHEN BANDS AND PIPES ARE OF AN UNLIKE METAL, THE BANDS SHALL BE ASPHALT COATED.  GASKET MATERIALS ARE NOT TO BE ALTERED, SEWN, OR PATCHED. THE USE OF SEALANTS AND/OR LUBRICANTS WITH BAND GASKETS, MASTIC SEALANTS AND/OR LUBRICANTS WILL BE AS THE MANUFACTURER SPECIFIES.  THE QUALITY AND CHEMICAL COMPOSITION OF SEALANTS AND LUBRICANTS WILL BE AS THE MANUFACTURER REQUIRE.  CONTACT THE MANUFACTURER FOR DETAILS.

7. THE QUALITY AND CHEMICAL COMPOSITION OF SEALANTS AND LUBRICANTS WITH BAND GASKETS, MASTIC SEALANTS AND/OR LUBRICANTS WILL BE AS THE MANUFACTURER SPECIFIES.  THE QUALITY AND CHEMICAL COMPOSITION OF SEALANTS AND LUBRICANTS WILL BE AS THE MANUFACTURER REQUIRE.  CONTACT THE MANUFACTURER FOR DETAILS.

8. SPOT WELDED OR FILLET WELDED STRAPS ON BANDS SHALL BE OF EQUAL STRENGTH TO RIVETED STRAPS.

9. ALL RECOMMENDATIONS IN THE PIPE COUPLING BAND TABLE ARE TO BE CONSIDERED MINIMAL.

10. NOT TO SCALE.
<table>
<thead>
<tr>
<th>COUPLING TYPE</th>
<th>CORRUGATIONS</th>
<th>PIPE SIZE</th>
<th>COUPLING WIDTH</th>
<th>COUPLING BELTS (IN.)</th>
<th>GASKET TYPE</th>
<th>ANNUAL PIPE</th>
<th>REFORMED HELICAL</th>
<th>HELICAL PIPE</th>
<th>PIPE CORRUGATION STYLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE 1-A ANNUAL COUPLING BAND</td>
<td>1&quot; x 1/4&quot; &amp; 2½&quot; x 1/4&quot;</td>
<td>6&quot;-10&quot;</td>
<td>7&quot; (1 PIECE)</td>
<td>(3) 1/4&quot;</td>
<td>SLEEVE</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>TYPE 1-B HELICAL COUPLING BAND</td>
<td>1&quot; x 1/4&quot; &amp; 2½&quot; x 1/4&quot;</td>
<td>6&quot;-10&quot;</td>
<td>7&quot; (1 PIECE)</td>
<td>(3) 1/4&quot;</td>
<td>SLEEVE OR STRIP</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>TYPE 2-A ANNUAL COUPLING BAND</td>
<td>1½&quot; x 1/2&quot; &amp; 2½&quot; x 1/2&quot;</td>
<td>12&quot;-15&quot;</td>
<td>12&quot; (1 PIECE)</td>
<td>(3) 1/2&quot;</td>
<td>SLEEVE OR STRIP</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>TYPE 2-B HELICAL COUPLING BAND</td>
<td>1½&quot; x 1/2&quot; &amp; 2½&quot; x 1/2&quot;</td>
<td>12&quot;-15&quot;</td>
<td>12&quot; (1 PIECE)</td>
<td>(3) 1/2&quot;</td>
<td>SLEEVE OR STRIP</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>TYPE 3 HUGGER COUPLING BAND</td>
<td>1½&quot; x 1/2&quot; &amp; 2½&quot; x 1/2&quot;</td>
<td>12&quot;-15&quot;</td>
<td>12&quot; (1 PIECE)</td>
<td>(4) 1/2&quot;</td>
<td>SLEEVE OR STRIP</td>
<td>X</td>
<td>X</td>
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* Watertight bands are not required on culvert installations unless specified by the plans or special provisions.

**STANDARD DRAWING NO.** 706-6

**CORRUGATED METAL PIPE WATERTIGHT COUPLING BANDS**

**REVISIONS**

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<th>REV. DATE</th>
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**STANDARD DRAWING**

**COURT ENGINEER**

**IDAHOLAND TRANSPORTATION DEPARTMENT**

**BOISE, IDAHO**

**ORIGINAL DRAWING**

**ORIGINAL SIGNED BY:** STEVEN HUTCHINSON

**DATE:** APRIL, 1961

**SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY**

**INTERNAL STAMP:** 139 West State Street, Boise, IDAHO

**ENGLISH STANDARD DRAWING NO.:** 706-6

**REQUIRES SHEET 1 OF 2**

**SHEET 2 OF 2**