

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 REGION III
 1650 Arch Street
 Philadelphia, Pennsylvania 19103**

In the Matter of

**SOUTH CAPITOL BRIDGEBUILDERS
 1220 12TH STREET SE
 WASHINGTON, DC 20003**

Respondent.

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U.S. EPA Docket No. CWA-03-2020-0093

**Proceeding under Section 301,
Clean Water Act**

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and South Capitol Bridgebuilders (“Respondent”) (collectively the “Parties”), pursuant to Section 301 of the Clean Water Act, 33 U.S.C. §1311, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. Section 309(g) of the CWA, 33 U.S.C. § 1319(g), authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated it to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “CAFO”) resolve Complainant’s civil penalty claims against Respondent under the Clean Water Act (“CWA” or the “Act”) for the violations alleged herein.
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

II. JURISDICTION

3. The U.S. Environmental Protection Agency has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.

4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(6).

III. GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this CAFO.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this CAFO and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.
11. Pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45(b), EPA is providing public notice and an opportunity to comment on the Consent Agreement prior to issuing the Final Order.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
13. Section 309(g)(2)(B) of the Act, 33 U.S.C. § 1319(g)(2)(B), authorizes the assessment of administrative penalties against any person who violates any National Pollutant Discharge Elimination System ("NPDES") permit condition or limitation in an amount not to exceed \$10,000 per day for each day of violation, up to a total penalty amount of \$125,000.

14. Pursuant to the Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, and Section 309(g)(2)(B) of the Act, 33 U.S.C. § 1319(g)(2)(B), any person who has violated any NPDES permit condition or limitation after November 2, 2015 where the penalty is assessed on or after January 15, 2019, the maximum administrative penalty per day for each day of violation is up to \$21,933, up to a total penalty amount of \$274,150. (Part 19 also specifies the maximum penalties applicable to other time periods.)
15. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant (other than dredged or fill material) from a point source into waters of the United States, except in compliance with a permit issued pursuant to the NPDES program under Section 402 of the Act, 33 U.S.C. § 1342.
16. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. The discharges are subject to specific terms and conditions as prescribed by the permit.
17. Section 402(p) of the Act, 33 U.S.C. § 1342(p), and 40 C.F.R. §§ 122.2 and 122.26 provide that, with some exceptions not relevant here, storm water discharges are “point sources” subject to NPDES permitting requirements under Section 402(a) of the Act, 33 U.S.C. § 1342(a).
18. “Storm water” is defined as “storm water runoff, snow melt runoff and surface runoff and drainage.” 40 C.F.R. § 122.26(b)(13).
19. An NPDES permit is required for discharges of storm water associated with industrial activity. Section 402(p) of the Act, 33 U.S.C. § 1342(p); 40 C.F.R. § 122.26(a), (c); 40 C.F.R. § 122.21.
20. The term “industrial activity” includes, among others, “[c]onstruction activity including clearing, grading and excavation, except operations that result in the disturbance of less than five acres of total land area. Construction activity also includes the disturbance of less than five acres of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb five acres or more[.]” 40 C.F.R. § 122.26(b)(14)(x).
21. Dischargers of storm water associated with industrial activities to waters of the United States are required to seek NPDES permit coverage. 40 C.F.R. § 122.26(c).
22. Pursuant to the authority of the Act and the NPDES program approval, EPA issued National Pollutant Discharge Elimination System (“NPDES”) Permit No. DCR 100038, General Permit for Discharges from Construction Activities (“the Permit”). The effective date of the Permit was November 23, 2017 and the expiration date is December 2021.

23. NPDES Permit No. 100038 authorizes discharges of storm water associated with construction activities to waters of the United States (including discharges to, or through municipal separate storm sewer systems), when in accordance with the conditions of the Permit.
24. The Permit requires the permittee to develop a storm water pollution prevention plan (“SWPPP”). One of the required elements of the SWPPP is an erosion and sediment control plan (“E&SC Plan”). Permit, Part II.A.2.
25. The Permit requires the permittee to implement the SWPPP. Permit, Part II.E.
26. Respondent is a “person” within the meaning of Section 502(5) of the Act, 33 U.S.C. § 1362(5) and 40 C.F.R. § 122.2.
27. At all times relevant to this CAFO, upon information and belief, Respondent was the owner and/or operator of a site known as South Capitol Street Corridor Phase 1/ Frederick Douglass Memorial (“FDM”) Bridge (“Site”), located at South Capitol Street, Washington, DC 20003.
28. At the Site, the Respondent has been at all relevant times engaged in construction activity that discharges storm water from a point source to the Washington D.C. MS4 and thence to the Anacostia River. The Anacostia River is a “water of the United States” within the meaning of Section 502(7) of the Act, 33 U.S.C. § 1362(7).
29. The construction activity at the Site has disturbed or will disturb a total of more than five acres of land, specifically about 90.7 acres of land.
30. On November 9, 2017 EPA received a Notice of Intent for the 2017 NPDES Construction Permit (“NOI”) seeking coverage under the Permit for the Respondent’s stormwater discharges associated with construction activity at the Site. EPA granted Respondent coverage under the Permit effective November 23, 2017.
31. On June 25, 2019, representatives of EPA Region III and EPA contractors from Eastern Research Group (jointly “the Inspection Team”) conducted an inspection at the Site (hereinafter, “the Inspection”).
32. During the Inspection, the Inspection Team reviewed Respondent’s SWPPP, NOI, ES&C Plan, and ES&C self-inspection reports. The Inspection Team also observed erosion and sediment controls, maintenance procedures, and the current conditions at the Site.
33. The Inspection Team prepared an inspection report from the Inspection (“the Inspection Report”), which included multiple observations regarding Respondent’s compliance with the requirements of the Permit.
34. Supplemental information, including the E&SC plans for Phase 0-3 of the FDM Bridge project, the environmental training presentation provided to all workers prior to entering

the site, and the Erosion & Sediment Control Certification for the staff member responsible for performing self-inspections, was provided by Respondent on July 10, 2019.

35. EPA sent a copy of the Inspection Report to the Respondent on July 24th, 2019. On August 9, 2019, Respondent sent to EPA a comprehensive response to the Inspection Report showing with documentation that all the items of concern described in the Inspection Report were addressed by the Respondent.

Count I
Failure to Post a Notice of Coverage

36. The allegations of Paragraphs 1 through 35 of this Consent Agreement are incorporated herein by reference.
37. The Permit requires the permittee to post a sign or other notice of permit coverage at a safe, publicly accessible location in close proximity to the construction site. The notice must be located so that it is visible from the public road that is nearest to the active part of the construction site and must use a font large enough to be readily viewed from a public right of way. CGP Part 1.5.
38. At the time of the Inspection, the permittee had not posted a notice at an onsite location that was publicly accessible. Only the site address and a Department of Energy and Environment (“DOEE”) sign describing how to report erosion, runoff, or stormwater pollution from the site were posted at the time of the Inspection.
39. Based upon the information described in Paragraph 38, Respondent failed to post a sign or notice of permit coverage.
40. Respondent’s failure to post a sign or notice of permit coverage constitutes a violation of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

Count II
Failure to Properly Implement SWPPP Requirements

41. The allegations of Paragraphs 1 through 40 of this Consent Agreement are incorporated herein by reference.
42. The Permit requires the permittee to include documentation that the required personnel were, or will be, trained in accordance with Part 6 of the Permit which requires each operator to ensure that its personnel is trained in the NPDES permit requirements and their respective responsibilities with respect to such permit requirements. CGP Part 7.2.8.
43. At the time of the Inspection, the staff training log within the permittee’s SWPPP was blank. Site representatives indicated that every employee working on site was required to

undergo environmental health and safety training with a live instructor and that training logs were maintained separately from the SWPPP.

44. Based upon the information described in Paragraph 43, Respondent failed to include documentation that the required personnel were, or will be, trained in accordance with Part 6 of the Permit in the SWPPP.
45. Respondent's failure to include documentation that the required personnel were, or will be, trained in accordance with Part 6 of the Permit in the SWPPP constitutes a violation of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

Count III
Failure to Properly Maintain Stormwater Controls

46. The allegations of Paragraphs 1 through 45 of this Consent Agreement are incorporated herein by reference.
47. The Permit requires the permittee to ensure that all stormwater controls are maintained and remain in effective operating condition during permit coverage and are protected from activities that would reduce their effectiveness. CGP Part 2.1.4.
48. At the time of the Inspection, the fiber roll inlet protection Best Management Practices (BMP) installed at the storm drain at the corner of South Capitol Street SE and S Street SW was in need of maintenance. One fiber roll inlet protection BMP had fallen through the gap into the storm drain and a second fiber roll inlet protection BMP had been pushed above the curb. This storm drain was downgradient of the vehicle entrance and sediment track-out discussed in Count IV.
49. Based upon the information described in Paragraph 48, Respondent failed to ensure that all erosion and sediment controls remained in effective operating condition during permit coverage and were maintained appropriately to retain their effectiveness.
50. Respondent's failure to ensure that all erosion and sediment controls remain in effective operating condition during permit coverage constitute violations of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

Count IV
Failure to Minimize Sediment Track-out

51. The allegations of Paragraphs 1 through 50 of this Consent Agreement are incorporated herein by reference.
52. The Permit requires the permittee to restrict vehicle use to properly designated exit points, use appropriate stabilization techniques at all points that exit onto paved roads, implement additional track-out controls as necessary to ensure that sediment removal occurs prior to vehicle exit, and, where sediment has been tracked-out from the site onto paved roads,

sidewalks, or other areas outside of the site, to timely remove the deposited sediment. The Permit prohibits the permittee from hosing or sweeping tracked-out sediment into any stormwater conveyance, storm drain inlet, or water of the U.S. CGP Part 2.2.4.

53. At the time of the Inspection, the Inspection Team observed sediment track-out from a vehicle entrance without a property installed construction entrance at the northern end of South Capitol Street SE. Additionally, fresh dirt had recently been placed in this area to begin raising the grade to match that of the neighboring Audi Field. The observed track-out onto South Capitol Street SE was directly upgradient of the storm drain with inlet protection in need of maintenance discussed in Count III.
54. Based upon the information described in Paragraph 53, Respondent failed to minimize sediment track-out.
55. Respondent's failure to minimize sediment track-out constitutes a violation of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

Count V
Failure to Properly Implement Pollution Prevention Requirements

56. The allegations of Paragraphs 1 through 55 of this Consent Agreement are incorporated herein by reference.
57. The Permit requires the permittee to properly implement pollution prevention requirements. The Permit sets out storage, handling, and disposal requirements for building products, materials, and wastes. The Permit specifies that diesel fuel, oil, hydraulic fluids, other petroleum products, and other chemicals must be stored in water-tight containers and the permittee must provide them with covers or similarly effective means to minimize the discharge of pollutants. CGP Part 2.3.3.
58. At the time of the inspection, two unlabeled 55-gallon drums were observed in the northwest corner of the site without cover or a similarly effective means to minimize the discharge of pollutants. Additionally, the Inspection Team observed a small gasoline container without cover or similarly effective means to minimize the discharge of pollutants in the northwest corner of the site.
59. Based upon the information described in Paragraph 58, Respondent failed to properly implement pollution prevention requirements.
60. Respondent's failure to implement all pollution prevention requirements during permit coverage constitute violations of the Permit and Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

V. CIVIL PENALTY

61. In settlement of EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of Ten Thousand (\$10,000) Dollars, which Respondent shall be liable to pay in accordance with the terms set forth below.
62. The civil penalty is based upon EPA's consideration of a number of factors, including the nature, circumstances, extent and gravity of the violation(s), Respondent's ability to pay, prior history of compliance, degree of culpability, economic benefit or savings resulting from the violations, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to the statutory penalty criteria and factors set forth at Section 309(g) of the Act, 33 U.S.C. § 1319(g), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
63. Payment of the civil penalty amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:
- a. All payments by Respondent shall include reference to Respondent's name and address, and the Docket Number of this action, *i.e.*, **U.S. EPA Docket No. CWA-03-2020-0093**.
 - b. All checks shall be made payable to the "United States Treasury"
 - c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000
 - d. For additional information concerning other acceptable methods of payment of the civil penalty amount see:

<https://www.epa.gov/financial/makepayment>
 - e. A copy of Respondent's check or other documentation of payment of the penalty using the method selected by Respondent for payment shall be sent simultaneously to:

Louis F. Ramalho
Senior Assistant Regional Counsel

U.S. EPA, Region III (3RC40)
1650 Arch Street
Philadelphia, PA 19103-2029
Ramalho.Louis@epa.gov

64. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.
65. Payment of the civil penalty is due and payable immediately upon the effective date of the CAFO. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed CAFO, with a date stamp indicating the date on which the CAFO was filed with the Regional Hearing Clerk, shall constitute receipt as of the effective date of this CAFO or the date of receipt, whichever is later, of written initial notice that a debt is owed EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
66. Interest on the civil penalty assessed in this CAFO will begin to accrue on the effective date of this CAFO. However, EPA will not seek to recover interest on any amount of the civil penalties that is paid within thirty (30) calendar days after the effective date of this CAFO. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
67. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives – Case Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
68. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
69. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this CAFO.

VI. GENERAL SETTLEMENT CONDITIONS

70. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and represents that, to the best of Respondent's knowledge and belief, this CAFO does not contain any confidential business information or personally identifiable information from Respondent.
71. Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this CAFO, including information about respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

VII. CERTIFICATION OF COMPLIANCE

72. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

VIII. OTHER APPLICABLE LAWS

73. Nothing in this CAFO shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This CAFO does not constitute a waiver, suspension or modification of the requirements of the CWA, 33 U.S.C. §§ 1251 *et seq.*, or any regulations promulgated thereunder.

IX. RESERVATION OF RIGHTS

74. This CAFO resolves only EPA's claim for civil penalties for the specific violations alleged against Respondent in this CAFO. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement, but Respondent consents to the settlement stated herein. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). EPA

reserves any rights and remedies available to it under the Clean Water Act, 33 U.S.C. § 301 *et seq.*, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this CAFO after its effective date.

X. EXECUTION /PARTIES BOUND

75. This CAFO shall apply to and be binding upon the EPA, the Respondent and its successors and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this CAFO.

XI. EFFECTIVE DATE

76. Pursuant to 40 C.F.R. § 22.45(b), this CAFO shall be issued only after a 40-day public notice and comment period is concluded. This CAFO will become final and effective thirty (30) days after having been signed by the Regional Administrator or his delegate, the Regional Judicial Officer, filed with the Regional Hearing Clerk, and served on Respondent by certified mail, or ten (10) days after conclusion of the public notice and comment period described in 40 C.F.R. § 22.45(b), whichever is later.

XII. ENTIRE AGREEMENT

77. This CAFO constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this CAFO.

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency, Region III, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.


Date: 7/22/20

By: **KAREN MELVIN** Digitally signed by
KAREN MELVIN
Date: 2020.07.22
14:58:44 -04'00'

Karen Melvin
Director, Enforcement and Compliance
Assurance Division
U.S. EPA – Region III
Complainant

Attorney for Complainant:

Date: 6/29/20

By: 


Louis F. Ramalho
Senior Assistant Regional Counsel
U.S. EPA – Region III

In Re: South Capitol Bridgebuilders
U.S. EPA Docket No. CWA-03-2020-0093

For Respondent:

South Capitol Bridgebuilders

Date: 4/22/2020

By: 
EJ O'Neill
Business Group Leader

BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION III

In the Matter of

SOUTH CAPITOL BRIDGEBUILDERS 1220 12TH STREET SE WASHINGTON, DC 20003

Respondent.

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U.S. EPA Docket No. CWA-03-2020-0093

Proceeding under Section 301, Clean Water Act

FINAL ORDER

The Complainant, the Director for the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III and Respondent South Capitol Bridgebuilders have executed a document entitled, "Consent Agreement" which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if set forth fully herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, inter alia, the statutory penalty criteria and factors set forth at Section 309(g)(3) of the Act, 33 U.S.C. § 1319(g)(3), the appropriate Adjustment of Civil Monetary Penalties for Inflation, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.

NOW, THEREFORE, PURSUANT to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), and Section 22.18(b)(3) of the Consolidated Rules of Practice, IT IS HEREBY ORDERED that Respondent pay a civil penalty of Ten Thousand Dollars (\$10,000.00) in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final

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Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of Section 301(a) of the Act, 33 U.S.C. § 1311(a), and the regulations promulgated thereunder.

This Consent Agreement and Final Order will become final and effective thirty (30) days after having been signed by the Regional Judicial Officer and filed with the Regional Hearing Clerk.

Date: 7/28/20

JOSEPH
LISA
Joseph J. Lisa
Regional Judicial Officer
U.S. EPA - Region III

Digitally signed by JOSEPH LISA
Date: 2020.07.28 08:17:11 -04'00'

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

In the Matter of)	
)	
SOUTH CAPITOL BRIDGEBUILDERS)	U.S. EPA Docket No. CWA-03-2020-
1220 12TH STREET SE)	0093
WASHINGTON, DC 20003)	
)	Proceeding under Section 301,
)	Clean Water Act
Respondent.)	

CERTIFICATE OF SERVICE

I certify that on July 28, 2020, the original and one (1) copy of the foregoing *Consent Agreement and Final Order*, were filed with the EPA Region III Regional Hearing Clerk. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copy served via Email to:

Erin H. DuBose
Corporate Counsel
The Walsh Group, Ltd.
929 W. Adams St
Chicago, IL 60607
(312) 492-1580
edubose@walshgroup.com

Louis F. Ramalho
Senior Assistant Regional Counsel
ORC – 3RC40
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103
email: ramalho.louis@epa.gov

Date: July 28, 2020

BEVIN ESPOSITO
Digitally signed by BEVIN
ESPOSITO
Date: 2020.07.28 12:14:22 -04'00'
Regional Hearing Clerk
U.S. EPA, Region III