

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 21 AUGUST 2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY LOS ANGELES DISTRICT, CORPS OF ENGINEERS P.O. BOX 532711 LOS ANGELES, CALIFORNIA 90053-2325	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO. DACW09-00-B-0004
	✗	9B. DATED (SEE ITEM 11) 31 AUGUST 2000 (BID OPENING)
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
LAKE ELSINORE GENNERSON POND ENVIRONMENTAL RESTORATION, RIVERSIDE COUNTY, CALIFORNIA

- 5 Enclosure: 1. Replace Section 01354, Environmental Protection with Enclosure No. 1.
2. Replace Section 02130, Diversion and Control of Water with Enclosure No. 2.
3. Replace Section 02821, Fencing, Gates and Barricades with Enclosure No. 3.
4. Replace Section 00800, Special Contract Requirements with Enclosure No. 4.
5. Replace Drawings (District File Numbers): 172/261 and 172/263 with Enclosure No. 5.
- 5 Encls: 1. Section 01354, Environmental Protection
2. Section 02130, Diversion and Control of Water
3. Section 02821, Fencing, Gates and Barricades
4. Section 00800, Special Contract Requirements
5. Drawings (District File Numbers): 172/261 and 172/263 (All Rev. A)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

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SECTION 00800 Special Contract Requirements

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) *

The Contractor shall be required to (a) commence work under this contract within 1 calendar day after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 150 calendar days after the Contractor receives Notice to Proceed, excluding the initial required maintenance which shall be completed not later than 515 calendar days after the Contractor receives Notice to Proceed. The Notice to Proceed will be provided at the time of Notice of Award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$1,350 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
19.7%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the

*** Denote Change**

goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Riverside County, California**

52.228-12 Prospective Subcontractor Requests for Bonds. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

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

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

shall be used.

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

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

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

(i) For contracts subject to the Miller Act, the later of--

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

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

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

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

(A) 90 days following final payment; or

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

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

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

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

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

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

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

Sincerely,

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

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

Sincerely,

[Confirming financial institution]

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

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 Performance and Payment Bonds--Construction (SEP 1996)-

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

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25): (i) The penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

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

(2) Payment Bonds (Standard Form 25-A):

(i) The penal amount of payment bonds shall equal--

(A) 50 percent of the contract price if the contract price is not more than \$1 million;

(B) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(C) \$2.5 million if the contract price is more than \$5 million.

(ii) If the original contract price is \$5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

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

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

(d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys.
- (b)) Weather conditions. The contractor shall satisfy himself as to the hazards likely to arise from weather conditions.
- (c) Transportation facilities . The contractor shall make his own investigation of the conditions of existing public and private roads and clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereof shall not become a basis for claims against the Government or extensions of time for completion of the work.

(d) N/A

52.236-16 QUANTITY SURVEYS (APR 1984)

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

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

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

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

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

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

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS. (DEC 1991)

(a) The Government --

(1) Will not provide the Contractor, any sets of plans and specifications. The plans and specifications are provided on CD-ROM.

(2) The Contractor shall --

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File and Drawing No.

See Drawing List

252.247-7023 Transportation of Supplies by Sea (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or

owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
-----	-----	-----
-----	-----	-----
-----	-----	-----
TOTAL	-----	-----

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

CONTRACT ADMINISTRATION DATA

The Contract Administration Office for this contract subsequent to award is:

Department of the Army
Los Angeles District, Corps of Engineers
P.O. Box 532711
Los Angeles, California 90053-2325

ATTN: Ms. Tina Davis -Frazier
Telephone No: Area Code (213) 452-3252

Payment will be made by:

USACE Finance Center
ATTN: CEFC-AO-P
5270 Integrity Drive
Millington, TN 38054-5005

Submit Invoices to:

Refer to Block No. 26 of the Standard Form 1442, "Solicitation, Offer and Award" which will be completed at the time of award.

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) EFARS 52-231-5000

(a) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region VII. Working conditions shall

be considered to be average for determining equipment rates using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(b) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

(c) When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs of pricing data submitted are accurate, complete and current.

(End of clause)

52.232-4001 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995) EFARS 52-232-5002

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$5,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payment beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payment in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of clause)

52.239-4001 YEAR 2000 COMPLIANCE FOR CONSTRUCTION PER CEPR (715) MEMORANDUM
DATED 1 JUNE 1998 YEAR 2000 COMPLIANCE FOR CONSTRUCTION CONTRACTS

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable) all information technology contained therein shall be Year 2000 compliant. Specifically:

b. The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

BASIS FOR SETTLEMENT OF PROPOSALS EFARS 52.249-5000

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total costs basis, the following principals will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using

predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses. ³

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Statement)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within the BASE PERIOD ; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 March 2002 for the base year or 15 March 2003 for the base year plus the option item

(End of clause)

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SECTION 01354

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and Listing of Hazardous Waste

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Environmental Protection Plan; GA. Retention Pond Removal Plan; GA

Submit an Environmental Protection Plan. The Government will consider an interim plan for the first 30 days of operations. GA

Submit plan detailing Contractor's procedures for testing and removal of retention pond sediment. GA

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.4.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984). The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract.

1.4.2 Permits

This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained 2 environmental permits. The Government has obtained a 1601 Streambed Alteration Agreement from the California Department of Fish and Game and a 401 certification from the Regional Water Quality Control Board. Copies of the permits are included at the end of this section. The contractor shall comply with the terms and conditions of these permits. The contractor shall also comply with other environmental commitments made by the Government as specified in this section.

1.4.2.1 National Pollutant Discharge Elimination System (NPDES) Permit

The Contractor shall obtain a NPDES Construction Storm Water Permit from the State Water Resources Board, which requires that a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and maintained on-site throughout the construction period. With a minimum of two (2) days prior to the start of construction activities, the Contractor shall submit a Notice of Intent (NOI) to:

State Water Resources Control Board
Division of Water Quality
ATTN: Storm Water Permit Unit
P.O. Box 1977
Sacramento, CA 95812-1977
(916) 657-1146

Copies of the NOI and SWPPP shall be provided to the Contracting Officer.

1.4.3 Special Environmental Requirements

The Contractor shall comply with the special environmental requirements included in paragraph 3.1.2 of this section. These special environmental

requirements are an outgrowth of environmental commitments made by the Government during the project development.

1.4.4 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Any deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.5 ENVIRONMENTAL PROTECTION PLAN

Within 20 calendar days of Notice of Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 List of State and Local Laws and Regulations

The Contractor shall provide as part of the Environmental Protection Plan a list of all State and local environmental laws and regulations which apply to the construction operations under the Contract.

1.5.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a

minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

- a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.
- b. The Contractor shall ensure that all trash cans and waste disposal dumpsters are kept covered and secured in order to minimize the attraction to pest and nuisance wildlife species.

1.5.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.5.5 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished. A biological monitor (to be provided by the Government under separate contract) shall be on site to ensure compliance with the terms and conditions of permits and special environmental requirements, paragraph 3.1.2. The biological monitor shall work with the Contractor to delineate all construction zones, including roads, borrow sites, temporary stockpile areas, and staging areas prior to clearing and grubbing. The biological monitor shall monitor dewatering operations, and diversions, among other duties, to ensure no permanent or temporary harm results to adjacent riparian vegetation or other environmentally sensitive resources. Verbal and written communication between the biological monitor and the Contractor shall occur through the Contracting Officer. The Contractor shall not take direction from the biological monitor, but from the Contracting Officer. The biological monitor, through the Contracting Officer or his representative, has the authority to temporarily halt work that directly or indirectly impacts known or discovered biological resources in or adjacent to environmental sensitive areas.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Tree Protection

No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by the Contracting Officer. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the drip line of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the drip line of trees to be saved except as shown on the drawings.

All construction zones, including roads, borrow sites, temporary stockpile areas, and staging areas adjacent to designated environmentally sensitive areas shall be kept to a minimum. Environmentally sensitive areas shall be identified and conspicuously flagged by the Contractor in consultation with the biological monitor prior to any ground disturbance activities and shall be off limits to all construction personnel and equipment. All construction activities shall be confined to the designated work areas.

3.1.2 Environmental Commitments

The Contractor shall comply with and implement, as applicable, the environmental commitments included herein. These environmental commitments have been made by the Government and are documented in public record. Copies of the relevant environmental documents shall be furnished to the Contractor following contact award. The Contractor shall review and become

familiar with such documents prior to the commencement of any ground disturbing or related construction activities.

a. The Contractor shall ensure that no adverse impacts occur to existing mitigation sites and "Environmentally Sensitive Areas" identified on the contract drawings. These areas include, but are not limited to, the 6.8-acre Collier Marsh, the willow riparian vegetation bounded by Baker Road and State Highway 74, and the 20-acre willow riparian woodland site adjacent to Temescal Wash. Existing fencing around the 20-acre riparian site shall remain intact throughout the duration of the construction period. Any diversion of water currently being released to the 20-acre mitigation site shall not result in plant stress or in jeopardizing the short-term or long-term viability of the vegetation.

b. To ensure the long-term survivability of the planted willow riparian woodland vegetation, nursery grown plant material shall be planted at an elevation such that groundwater is within 10 feet of the finished ground surface elevation. Furthermore, a temporary irrigation system shall be installed, operated and maintained by the Contractor during the first 12 months of the plant establishment period to provide supplemental watering to the plantings.

c. Exotic, non-native, and nuisance weedy species that are not inadvertently removed during clearing, grubbing and excavation activities shall be removed and disposed of off-site. Removal of such species shall be undertaken in such a manner that no native vegetation (including topgrowth and roots) is harmed, damaged, desiccated or removed during and after these weed eradication operations. Eradication techniques shall adhere to industry standards and protocol, including the use of EPA-registered herbicides. Subsequent to construction, on-going maintenance for the restoration project shall target the removal and control of exotic, non-native and nuisance weedy species within the project area.

d. A qualified field biologist (to be provided by the Government under separate contract) with construction monitoring experience, applied knowledge in Southern California wetland and willow riparian communities, and direct field experience in identifying least Bell's vireo and southwestern willow flycatcher shall monitor construction work and the revegetation operations.

e. No construction activities shall result in the permanent or temporary modification, loss or removal of riparian habitat existing within the designated environmentally sensitive areas. The Contractor shall confine all construction work to the conspicuously flagged construction zones and shall not allow any personnel or equipment to enter the environmentally sensitive areas without the written approval of the Contracting Officer.

f. Construction work shall be restricted during the period 01 April through 15 September as follows: Light-duty construction work that does not exceed 60 dbh within 1000 feet of the environmentally sensitive areas will be allowed during the period 01 April to 15

September. From September 15 through 01 April there are no restrictions to the construction work, so long as the designated environmentally sensitive areas are not disturbed.

3.1.3 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.4 Commercial Borrow

Prior to bringing commercially obtained borrow material onsite, the Contractor shall provide the Contracting Officer with the location of the pit or pits, the names of the owners and operators, and the types and estimated quantities of materials to be obtained from each source.

3.1.5 Compacted Fill Areas

Compacted fill on Government property shall be made only in those areas designated on the contract drawings. Hazardous, toxic, and radiological wastes (HTRW) shall not be used in compacted fill and shall be disposed in compliance with environmental regulations off-site. Compacted fill operations shall be managed and controlled to prevent erosion of soil or sediment from entering nearby waters or wetlands. The operations shall be developed and managed in accordance with the grading plan shown on the drawings or as approved by the Contracting Officer.

3.1.6 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste off Government property and dispose in compliance with Federal, State, and local requirements.

Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from Government property for proper disposal in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.

b. Excavated natural materials which meets specifications Section: EARTHWORK or EXCAVATION, TRENCHING AND BACKFILLING FOR UTILITIES SYSTEMS shall be placed in the designated area on the drawings

c. Demolition products shall be transported from Government property for proper disposal in compliance with Federal, State, and local requirements.

3.1.7 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are wastes as defined in 40 CFR 261, and as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

3.1.8 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Discovered Historic, Archaeological, and Cultural Resources

If during construction activities, items are observed that may have historic or archaeological value (e.g., Native American human remains or associated objects are discovered), such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

3.3.1 Wastewater

Wastewater directly derived from construction activities shall not be discharged before being treated to remove pollutants. Wastewater shall be collected and placed in retention ponds so the suspended materials can

settle. See paragraph RETENTION POND REMOVAL for disposal procedures.

3.3.2 Monitoring of Water Areas Affected by Construction Activities

The Contractor shall perform discharge monitoring, inspections, stormwater sampling and testing, reporting, and record keeping as set forth in the permit conditions that are attached to this section.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

3.4.1 Flagging of Environmentally Sensitive Areas

Prior to the commencement of ground disturbing activities the Contractor shall conspicuously flag all known and discovered environmentally sensitive areas within and immediately adjacent to the construction zone. These flagged areas shall be off limits to all construction personnel and equipment. Subsequent to flagging, the Contracting Officer and biological monitor shall approve the accuracy and completeness of the flagging prior to the Contractor commencing any ground disturbing work.

3.4.2 Protection of Wildlife

The Contractor shall comply with the construction work restriction in paragraph 3.1.2f during the period 01 April to 15 September to avoid indirect effects on the endangered least Bell's vireo. This requirement is stipulated as part of the National Environmental Policy Act (NEPA) commitments and as a condition of the Endangered Species Act (ESA) Section 7 informal consultation.

3.4.3 Protection of Riparian Vegetation from Dewatering and Diversion Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, channel construction, diversion, and tunnel closure shall be controlled at all times to limit the impact of water turbidity and groundwater levels on the habitat for wildlife, particularly in and adjacent to the designated "Environmentally Sensitive Areas". The Contractor shall ensure construction operations for dewatering, diversion and channel construction shall not impair, stress, harm, remove or modify existing vegetation within the designated "Environmentally Sensitive Areas".

3.5 PROTECTION OF AIR RESOURCES

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

3.5.1 Particulates

Airborne particulates, including dust particles, from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

3.6 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.7 RETENTION POND REMOVAL

The Contractor shall develop a retention pond removal plan and provide it to the Contracting Officer 45 days prior to removal work. The plan shall address testing the sediment collected in the retention pond and the method of removal of the sediment. The plan shall comply with Federal, State, and local transport and disposal regulations. The Contractor shall remove and dispose of the retention pond sediment in accordance with the approved plan.

3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

3.9 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly.

The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts.

-- End of Section --

DEPARTMENT OF FISH AND GAME

330 Golden Shore, Suite 50
Long Beach, California 90802

RECEIVED
JUL 07 2000

Notification No. 6-036-00

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California Department of Fish and Game, hereinafter called the Department, and the Riverside County Flood Control and Water Conservation District, hereinafter called the District, represented by David P. Zappe, General Manager-Chief Engineer, address: 1995 Market Street, Riverside, California 92501; phone: 909.955.1250; County of Riverside; State of California, is as follows:

WHEREAS, pursuant to Section 1601 of the California Fish and Game Code, the District on the 11th day of April, 2000, notified the Department that the District through a Project Cooperation Agreement with the U.S. Army Corps of Engineers (Corps) intends to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of, the following water(s): Temescal Creek of Riverside County; tributary to the Santa Ana River, located west of the I-15 in the city of Lake Elsinore; Section 36, Range 5 West, Township 5 South; Lake Elsinore 7.5 minute quad sheet.

WHEREAS, the Department has determined that such operations may substantially adversely affect existing fish and wildlife resources including: **those songbirds, raptors, other birds, mammals, reptiles, amphibians, plants, and all other aquatic resources and wildlife in the streambed/lake and associated area affected by the proposed project in this agreement.**

THEREFORE, the Department hereby proposes to protect fish and wildlife resources during the Operator's work. The District hereby agrees to accept the following measures/conditions as part of the proposed work.

If the work changes from that stated in the notification specified above, this agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this agreement and with other pertinent code sections, including but not limited to Fish and Game Code Sections 5650, 5652, 5937, and 5948, may result in prosecution.

Nothing in this agreement authorizes the District or the Corps to trespass on any land or property, nor does it relieve the District or the Corps of responsibility for compliance with applicable Federal, state, or local laws or ordinances. A consummated agreement does not constitute Department of Fish and Game endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

THIS AGREEMENT BECOMES EFFECTIVE ON DATE OF DEPARTMENT'S SIGNATURE AND TERMINATES **March 31, 2003**, for the proposed project only. The District may request an extension of the agreement annually for a 12-month period if additional time is necessary. The extension shall be requested prior to the termination date of the agreement. This agreement shall remain in effect for that time necessary to satisfy the terms/conditions of this agreement.

1. The following provisions constitute the limits of activities agreed to and resolved by this agreement. The signing of this agreement does not imply that the District or Corps is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this agreement shall be subject to separate notification pursuant to Fish and Game Code 1600 et seq. The District's maintenance of the project following construction is also authorized by this agreement for the life of the project. The Gunnerson Pond Section 1135 Environmental Restoration Project may be added to the District's Maintenance MOU with the Department when appropriate.
2. The District through the Corps proposes to alter the following streambed: the Temescal Creek and Gunnerson Pond area west of the I-15 freeway along Highway 74, to perform the following work: the construction of a riparian corridor and wildlife habitat area south of Highway 74 and the re-establishment of wetland habitats on the north side of Highway 74. Flows from Temescal Creek will be diverted by the construction of a soft-bottom, meandering channel approximately 2 feet in depth with an invert width of 10 feet. This channel will meander through the new riparian area and pass under Highway 74 via a 30-inch RCP approximately 220 feet east of Strickland Avenue. On the north side of the highway, the channel will be diverted to the east ultimately discharging into the restored 9.6 acre Gunnerson Pond. Along its northeastern edge Gunnerson Pond will be connected to Baker Pond via a 30-inch RCP underneath Baker Road. Approximately 135,000 cubic yards of material will be excavated.
3. The District through the Corps shall prepare and implement a detailed monitoring program. The monitoring program shall include but not be limited to: The evaluation of biotic indices to determine and preserve the overall success of the restoration project. Specifically, the structural attributes of the restored area will be estimated and measured annually for the first five years following construction. These attributes will include 1) percent cover for herbs, shrubs, and trees, 2) species composition and density, and 3) overall plant health and vigor. Should monitoring results indicate an abnormal decline in habitat vigor, increased plant mortality, or less than optimal species percent cover, composition and/or density, remedial actions will be undertaken to rectify the problem.
4. The District through the Corps shall implement an employee orientation program. Each employee working on the project site shall be made aware of the sensitive vegetation and wildlife within the area of construction.
5. Removal of riparian vegetation and excavation of the diversion of Temescal Creek shall be done outside of the nesting season, August 15th through March 15th. If an active bird nest is located, the nest site shall be flagged or staked a minimum of 5 yards in all directions, and this flagged zone shall not be disturbed until the nest becomes inactive, unless otherwise directed by the Department (ref.: Fish and Game Codes 3503, 3503.5)
6. Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake or in wetted areas, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in the agreement and as necessary to complete authorized work.

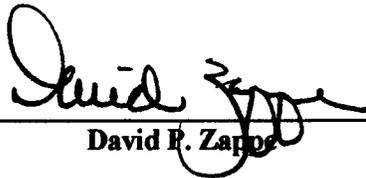
7. If a stream channel has been altered during project operations, its low flow channel shall be returned as nearly as possible to pre-project conditions without creating a possible future streambed or bank erosion problem, or a flat wide channel or sluice-like area. The disturbed portions of any stream channel within the high water mark of the stream shall be restored to as near original condition as possible, except as otherwise indicated in the submitted application or as directed by the Department.
8. Vegetation removed from the site shall not be stockpiled in the streambed/creek or on its bank. The sites selected on which to push this material out of the stream should be selected in compliance with the other provisions of this agreement. Where possible, suitable brush piles may be left to provide wildlife habitat.
9. Any temporary dam, artificial obstruction, or other flow diversion shall be constructed from materials, such as clean gravel or sandbags, which will cause little or no siltation. If necessary, flow diversions shall be done in a manner that shall prevent pollution, minimize siltation and which shall provide flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be of sufficient quality and quantity to support existing aquatic life both above and below the diversion.
10. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require that the work site be isolated and/or the construction of silt catchment basins, so that silt or other deleterious materials are not allowed to pass to downstream reaches. The placement of any structure or materials in the stream for this purpose, not included in the original project description, shall be coordinated with the Department. Coordination shall include the negotiation of additional agreement provisions.
11. Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed, or abatement procedures are initiated.
12. Spoil sites shall not be located within a stream/lake where spoil can be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation. The District and the Corps may remove all human generated debris, such as lawn and farm cuttings, garbage and trash.
13. Structures and associated materials, including debris, not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.
14. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow. This includes any leakage or surface petroleum fluids.
15. The District and the Corps shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the District and the Corps to ensure compliance.

16. The clean-up of all pollution spills shall begin immediately. The District or the Corps shall notify the Department immediately of any spills and shall consult with the Department regarding clean-up procedures and requirements.
17. All debris, bark, slash, sawdust, rubbish, silt, cement or concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances resulting from project related activities which could be hazardous to aquatic life or waters of the State, shall be prevented from contaminating the soil and/or entering the waters of the State. None of these materials shall be allowed to enter into or be placed within or where they may enter or be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.
18. All provisions of this agreement remain in force throughout the term of the agreement. Any provisions of the agreement may be amended or the agreement may be terminated at any time provided such amendment and/or termination is agreed to in writing by all parties. Mutually approved amendments become a part of the original agreement and are subject to all previously negotiated provisions.
19. If the District or the Corps or any of the individuals mentioned above, violate any of the terms or conditions of this agreement, all work shall terminate immediately and shall not proceed until the Department has taken all of its legal actions.
20. The Department reserves the right to enter the project site at any time to ensure compliance with the terms/conditions of this agreement.
21. The District or the Corps shall provide a copy of this agreement to all contractors, subcontractors, and the District's and the Corps' project supervisors. Copies of the agreement shall be readily available at work sites at all times during periods of active work and must be presented to any Department personnel, or personnel from another agency upon demand.
22. The District through the Corps shall notify the Department, in writing, at least five (5) days prior to initiation of construction (project) activities, and at least five (5) days prior to completion of construction (project) activities. Notification shall be sent to the Department at 330 Golden Shore, Suite 50, Long Beach, CA 90802, Attn: Environmental Services.
23. The Department reserves the right to suspend and/or cancel this agreement for other reasons, including but are not limited to, the following:
 - a. The Department determines that the information provided by the District and the Corps in support of the Notification/Agreement is incomplete or inaccurate.
 - b. The project or project activities as described in the Notification/Agreement have changed; and
 - c. The conditions of or affecting fish and wildlife resources change or the Department that project activities will result in a substantial adverse effect on the environment.

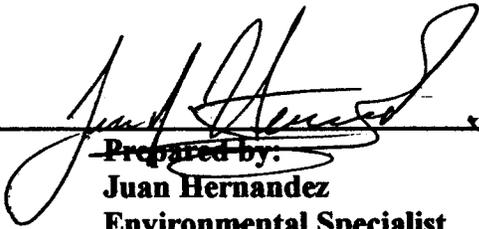
Concurrence (6-036-00)

In WITNESS WHEREOF, the parties below have executed this Lake or Streambed Alteration Agreement Number 6-036-00 as Indicated below:

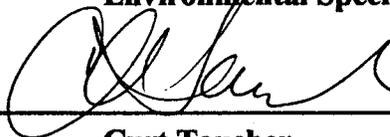
JUNE 14, 2000
Date


David F. Zappo

6-18-00
Date


~~Prepared by:~~
Juan Hernandez
Environmental Specialist

6/28/00
Date


Curt Taucher
Region 6 Manager



California Regional Water Quality Control Board
Santa Ana Region



Winston H. Hickox
 Secretary for
 Environmental
 Protection

Internet Address: <http://www.swrcb.ca.gov/rwqcb8>
 3737 Main Street, Suite 500, Riverside, California 92501-3348
 Phone (909) 782-4130 - FAX (909) 781-6288

Gray Davis
 Governor

RECEIVED

July 21, 2000

JUL 24 2000

Mr. David P. Zappe
 General Manager-Chief Engineer
 Riverside County Flood Control
 and Water Conservation District
 1995 Market Street
 Riverside, California 92501

RIVERSIDE COUNTY FLOOD CONTROL
 AND WATER CONSERVATION DISTRICT

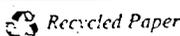
**CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION/WAIVER OF
 WASTE DISCHARGE REQUIREMENTS FOR THE PROPOSED GUNNERSON POND
 SECTION 1135 ENVIRONMENTAL RESTORATION PROJECT, CITY OF LAKE ELSINORE,
 RIVERSIDE COUNTY (NO ACOE REFERENCE NUMBER)**

On June 7, 2000, we received a transmittal dated May 31, 2000, from the Riverside County Flood Control and Water Conservation District (District) for the above referenced project. We received all requested materials for a complete application as of May 31, 2000.

This letter responds to your request for certification, pursuant to Clean Water Act Section 401, that the proposed project described below will comply with State water quality standards outlined in the Basin Plan (1995):

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Project description | The proposed environmental restoration project is located at the northern end of the city of Lake Elsinore in the Gunnerson Pond area, (UGGS 7.5' Quad map T.5S, R.5W, Section 36). The project consists of the construction of a riparian corridor and wildlife habitat area south of Highway 74, and the re-establishment of wetland habitat on the north side of Highway 74. |
| Flows from Temescal Creek will be diverted by the construction of a soft-bottom, meandering channel approximately 2 feet in depth with an invert width of 10 feet. The channel will meander through the new riparian area and pass under Highway 74 via a 30-inch RCP approximately 200 feet east of Strickland Avenue. On the north side of the highway, the channel will be diverted to the east ultimately discharging into the restored 9.6 acre Gunnerson Pond. Along its northeastern edge, Gunnerson Pond will be connected to Baker Pond via a 30-inch RCP underneath Baker Road. | |
| 2. Receiving water: | Temescal Creek Reach 6 (Hydrologic Unit 801.35)
No Wetlands will be impacted |
| 3. Fill area: | None |
| 4. Dredge volume: | Approximately 135,000 cubic yards |
| 5. Federal permit: | This is a Corps project. |

California Environmental Protection Agency



6. Compensatory None
mitigation:

There is no wetland/riparian vegetation within the project area. The intent of the project is to establish the riparian vegetation in Temescal Creek south of Highway 74 and to restore the Gunnerson Pond wetlands north of Highway 74. The proposed project is not expected to impact state- or federally-listed endangered species or their habitat. Work will take place outside of the breeding season of the endangered species. The Corps proposes to control potential pollutant discharges associated with construction activity by implementing appropriate Best Management Practices at the site during the construction phase. Prior to commencement of any soil disturbance, a site specific Pollution Prevention Plan will be prepared.

You have submitted an application for a Streambed Alteration Agreement with the California Department of Fish and Game. A finding of No Significant Impact prepared by the Corps was certified for this project on March 14, 2000.

Resolution No. 96-9 (copy enclosed) provides that waste discharge requirements for certain types of discharges are waived provided that criteria and conditions specified in the Resolution are met. Provided that the criteria and conditions for Minor Stream Channel Alterations specified on page 3 (of Attachment "A" to the Resolution), Other Insignificant Discharges of Wastewater to Land specified on page 4, and the general conditions specified on page 4 are met, waste discharge requirements are waived for this project. This also constitutes our water quality certification pursuant to Clean Water Act Section 401.

Under California Water Code, Section 1058, and pursuant to California Code of Regulation Title 23 (23 CCR) §3860, the following shall be included as conditions of all water quality certification actions:

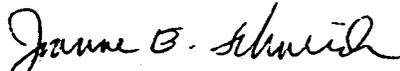
- (a) Every certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Section 13330 of the Water Code and Article 6 (commencing with Section 3867) of Chapter 28. Certifications, of 23CCR.
- (b) Certification is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a FERC license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to Subsection 3855(b) of Chapter 28, 23 CCR and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- (c) Certification is conditioned upon total payment of any fee required under Chapter 28, 23 CCR and owed by the applicant.

Although we anticipate no further regulatory involvement, if the above stated conditions are changed, any of the criteria or conditions as previously described are not met, or new

information becomes available that indicates a water quality problem, we may formulate Waste Discharge Requirements.

Should there be any questions, please contact Hope Smythe at 909.782.4493 (e-mail address: hsmythe@rb8.swrcb.ca.gov) or Cindy Li at 909.782.4906 (e-mail address: cli@rb8.swrcb.ca.gov).

Sincerely,

for 
GERARD J. THIBEAULT
Executive Officer

Attachment

cc: (with attachment):

Zully Smith – Riverside County Flood Control District

cc: (w/out attachment):

U. S. Environmental Protection Agency, Wetlands and Sediment Mgmt. Section – Jerry Bock (WTR-10)

U. S. Army Corps of Engineers, Los Angeles District – Tim Smith

U. S. Fish and Wildlife Service – Doreen Stadlander

State Water Resources Control Board, DWQ-Nonpoint Source Certification and Loans Unit

California Department of Fish and Game, Long Beach - Dee Sudduth

Cl:\data\401cert\gunnersonPond

California Regional Water Quality Control Board
Santa Ana Region

RESOLUTION NO. 96-9

Waiver of Waste Discharge Requirements
for Specific Types of Discharges

WHEREAS, the California Regional Water Quality Control Board, Santa Ana Region (hereinafter Board), finds that:

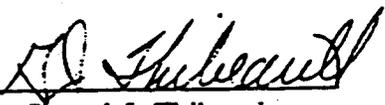
1. Section 13263(a) of the California Water Code requires regional boards to prescribe requirements for existing and proposed waste discharges in their respective areas of jurisdiction.
2. Section 13269 of the California Water Code authorizes regional boards to waive waste discharge requirements for a specific discharge or specific types of discharges where such a waiver is not against the public interest. Such waivers are conditional and may be terminated by regional boards at any time.
3. It is not against the public interest to waive waste discharge requirements for discharges that do not pose a significant threat to water quality or beneficial uses, or for which appropriate mitigation of any such impacts is assured. Under these circumstances, the waiver of waste discharge requirements would enable staff resources to be effectively used and avoid unnecessary expenditures of these limited resources.
4. On May 11, 1984, the Regional Board adopted Resolution No. 84-48 waiving waste discharge requirements for specific types of discharges provided that specified conditions were met.
5. Resolution No. 84-48 must be revised to update the list of specific types of discharges for which waste discharge requirements may be waived. Appropriate criteria and conditions for waiver must also be specified.
6. The types of discharges listed in Attachment "A" of this resolution pose an insignificant threat to the quality and beneficial uses of waters of the State, provided that the corresponding criteria and conditions are met.
7. Waiving waste discharge requirements for the specific types of discharges listed in Attachment "A" is not against the public interest.

8. The Board has reviewed the Initial Study concerning this resolution prepared by the Board staff in accordance with the California Environmental Quality Act (Public Resources Code, Section 21000 et seq.) and the State Guidelines and concurs with the staff findings that a Negative Declaration should be adopted.
7. On March 8, 1996, the Board held a hearing and considered all the evidence concerning this matter. Notice of this hearing was given to all interested persons in accordance with the California Code of Regulations, Section 15072.

THEREFORE, BE IT RESOLVED that the California Regional Water Quality Control Board, Santa Ana Region:

1. Adopts the Initial Study and Negative Declaration regarding the waiver of waste discharge requirements for specific types of discharges.
2. Waives waste discharge requirements for the specific types of discharges listed in Attachment "A", except for those specific discharges for which waste discharge requirements have already been adopted. This action is conditional and may be terminated for any type of discharge or any specific discharge at any time.
3. Waste discharge requirements for a specific discharge shall be considered waived only after a Report of Waste Discharge is submitted and the Executive Officer concurs that the conditions specified in Attachment "A" for the specific type of discharge will be met.

I, Gerard J. Thibeault, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the California Regional Water Quality Control Board, Santa Ana Region, on March 8, 1996.



Gerard J. Thibeault
Executive Officer

Attachment "A" to Resolution No. 96-9

Specific Types of Discharges for Which
Waste Discharge Requirements are Waived
Provided Criteria and Conditions are Met

Type of Discharge	Criteria and Conditions
Minor Dredging Projects	<ol style="list-style-type: none"> 1. Less than 1,000 cubic yards, and 2. Soil is non-toxic and discharged where no pollution or nuisance will be created, and 3. Settleable matter in return flows shall be less than 1.0 ml/l.
Inert Waste Disposal Operations	<ol style="list-style-type: none"> 1. Only inert waste, as defined in Section 2524 Title 23, Division 3, Chapter 15, of the California Code of Regulations, will be disposed of. Ten percent (10%) by volume of wood waste or tree trunks from demolition projects is allowable. No green waste is allowed, and 2. Controls sufficient to contain all surface runoff are installed, where necessary, and 3. The site will be adequately secured to prevent unauthorized disposal by the public.
Bridge Seismic Retrofitting	<ol style="list-style-type: none"> 1. The stream is dry during project construction or adequate measures are taken to prevent construction debris from entering the stream bed, and 2. Heavy equipment shall not be unattended or left in the stream bed, and 3. All construction debris shall be removed from the stream bed, and 4. There shall be no fueling, lubrication, or maintenance of construction equipment within the streambed. All spilled material from such activities shall be contained and immediately cleaned up.

Attachment A to Resolution No. 002
 Specific Types of Discharges for Which
 Waste Discharge Requirements are Waived

Type of Discharge	Criteria and Conditions
<p>Projects Which Impact Wetlands and/or Riparian Habitats</p>	<ol style="list-style-type: none"> 1. Mitigation provided to ensure no net loss of wetlands, and 2. Materials used for fill shall be inert as defined in Section 2524 of Chapter 15, Title 23, California Code of Regulations, or be approved by the Regional Board Executive Officer, and 3. There shall be no fueling, lubrication, or maintenance of construction equipment within any wetland or riparian habitat. All spilled material from such activities shall be contained and immediately cleaned up., and 4. Spoil sites shall not be located within any streams or areas where the spoils could be washed into any surface water body.
<p>Sand, Gravel, and Quarry Operations</p>	<ol style="list-style-type: none"> 1. All operations and wash waters are contained within the facility, and 2. No waste discharge (including storm water runoff from operations areas) to surface waters will occur, and 3. Stockpiles and settling basins will be protected from inundation from 100-year peak storm flows.
<p>Residential Wastewater Disposal Systems (septic tanks) Not Within Prohibition areas</p>	<ol style="list-style-type: none"> 1. Developments comply with the Regional Board's "Guidelines for Sewage Disposal From Land Developments".
<p>Industrial and Commercial Wastewater Disposal Systems (septic tanks) Not Within Prohibition Areas</p>	<ol style="list-style-type: none"> 1. Only sanitary wastes to be discharged into the septic systems, and 2. Developments comply with the Regional Board's "Guidelines for Sewage Disposal From Land Developments".

Type of Discharge	Criteria and Conditions
<p>Minor Stream Channel Alterations</p>	<ol style="list-style-type: none"> 1. Where conducted in accordance with an agreement with the Department of Fish and Game pursuant to Fish and Game Code Section 1600-1603, and 2. Materials used for fill shall be inert as defined in Section 2524 of Chapter 15, Title 23, California Code of Regulations, or be approved by the Regional Board Executive Officer, and 3. There shall be no fueling, lubrication, or maintenance of construction equipment within the streambed. All spilled material from such activities shall be contained and immediately cleaned up..
<p>Monitoring Well Purge Water</p>	<ol style="list-style-type: none"> 1. Purge water is discharged to the ground in a manner so that it will percolate back into the aquifer in the same general area from which it came, and 2. Adequate measures will be taken to prevent purge water from reaching surface waters.
<p>Well Drill Cuttings</p>	<ol style="list-style-type: none"> 1. Cuttings determined not to be considered as hazardous waste, and 2. Cuttings disposed of or used in a manner so as to not affect water quality or beneficial uses.
<p>Incidental Discharge of Oily Wastewater During Oil Spill Response Activities</p>	<ol style="list-style-type: none"> 1. Discharges occur during an oil spill response activity, and 2. Discharges are within or proximate to the oil spill response area.

Specific Types of Discharges for Which
Waste Discharge Requirements are Waived

Type of Discharge	Criteria and Conditions
Other Insignificant Discharges of Wastewater to Land (eg: potable water pipeline draining, groundwater dewatering, etc.)	<ol style="list-style-type: none"><li data-bbox="646 384 1404 499">1. All wastewater discharged in a manner so that it will percolate into the ground before reaching surface waters, and<li data-bbox="646 531 1404 646">2. All wastewater disposed of or used in a manner so as to not affect water quality or beneficial uses.

The following conditions apply to all of the above types of discharges:

1. Implementation of the project shall not create a nuisance or pollution as defined in the California Water Code.
2. The project shall not cause a violation of any applicable water quality standard for receiving waters adopted by the Regional Board or the State Water Resources Control Board, as required by the Clean Water Act.
3. The discharge of any substance in concentrations toxic to animal or plant life is prohibited.

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SECTION 02130

DIVERSION AND CONTROL OF WATER

PART 1 GENERAL

1.1 DIVERSION AND CONTROL OF SURFACE WATER

Except for the pond and meandering channel excavation, all permanent construction shall be carried on in areas free from water. Water in varying quantities may be flowing in the project area during the entire period of construction.

1.2 DEWATERING AND GROUNDWATER

1.2.1 General

The greater Elsinore Valley area lies within the Elsinore groundwater basin, which is a closed basin occupying some 26 square miles of the area draining into Lake Elsinore and is part of the San Jacinto Valley drainage area. Due to the extensive faulting in Elsinore Valley, the Elsinore groundwater basin acts as a multiple aquifer system. The project area experiences near surface groundwater which can be attributed to the close proximity to the North Glen Ivy Fault. The Lake Elsinore Outlet Channel and Temescal Creek also contribute to the high groundwater.

1.2.2 Dewatering and Control of Water

Permanent construction work is located inside and outside Temescal Creek. Work will also be performed near downstream of Lake Elsinore Outlet Channel. Except for the pond and meandering channel excavation, the construction area shall be dewatered prior to commencement of the work, and all subgrades shall be kept drained and free of water throughout the working period. Water from dewatering and diversion shall return to the groundwater aquifer and stream, respectively, unless approved otherwise. The groundwater inside the project right-of-way belongs to Riverside County Flood Control and Water Conservation District.

1.3 SUBMITTALS

1.3.1 SD-01 Data

Diversion and Dewatering Plans; FIO

Thirty days prior to initiating work, the Contractor shall submit plans showing the methods proposed to dewater each working area for the culverts and the fill areas and control the water from rain, sheetflow, and other surface and ground water. The plan shall show the scheme of operations, sequence of construction and removal, and a complete layout and design of drainage pipes, well points, pumps, ditches, cofferdams, dikes, working mats, etc. Dewatering for the pond and channel excavation will not be

required.

1.4 DRAINAGE

Surface water shall be directed away from excavation and construction sites so as to prevent erosion and undermining of foundations. Diversion ditches, dikes and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Construction for culverts and fill areas shall be performed so that the site and the areas immediately surrounding the site and affecting operations at the site shall be continually and effectively drained.

1.5 EXISTING CHANNEL

Existing Lake Elsinore Outlet Channel shall remain functional during the construction period.

PART 2 PRODUCTS (Not Applicable)

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SECTION 02821

FENCING, GATES AND BARRICADES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 116	(1995) Zinc-Coated (Galvanized) Steel Woven Wire Fence Fabric
ASTM A 121	(1992a) Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 153/A 153M	(1998) Zinc-Coated (Hot Dip) on Iron and Steel Hardware
ASTM A 176	(1997) Stainless and Heat-Resisting Chromium Steel Plate, Sheet, and Strip
ASTM A 392	(1996) Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A 478	(1997) Chromium-Nickel Stainless and Heat-Resisting Steel Weaving and Knitting Wire
ASTM A 491	(1996) Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A 585	(1997) Aluminum-Coated Steel Barbed Wire
ASTM A 666	(1996b) Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
ASTM A 702	(1989; R 1994) Steel Fence Posts and Assemblies, Hot Wrought
ASTM A 780	(1993a) Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings
ASTM A 824	(1995) Metallic-Coated Steel Marcellled

	Tension Wire for Use With Chain Link Fence
ASTM C 94	(1998) Ready-Mixed Concrete
ASTM D 4541	(1995) Pull-Off Strength of Coatings Using Portable Adhesion Testers
ASTM F 626	(1996) Fence Fittings
ASTM F 668	(1996) Poly(Vinyl Chloride) (PVC)-Coated Steel Chain-Link Fence Fabric
ASTM F 883	(1997) Padlocks
ASTM F 900	(1994) Industrial and Commercial Swing Gates
ASTM F 1043	(1998a) Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
ASTM F 1083	(1997) Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F 1184	(1994) Industrial and Commercial Horizontal Slide Gates
ASTM G 23	(1996) Operating Light-Exposure Apparatus (Carbon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials
ASTM G 26	(1996) Operating Light-Exposure Apparatus (Xenon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials
ASTM G 53	(1996) Operating Light- and Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials

AMERICAN WELDING SOCIETY (AWS)

AWS D 1.1	(1990) Structural Welding Code - Steel
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1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-13 Certificates

Chain Link Fence; FIO. Cable Fence; FIO. Gate; FIO Barricade; FIO.

Statement, signed by an official authorized to certify on behalf of the manufacturer, attesting that the fence, gate and barricade and component materials meet the specified requirements.

PART 2 PRODUCTS

2.1 FENCE FABRIC

Fence fabric shall conform to the following:

2.1.1 Chain Link Fence Fabric

ASTM A 392, Class 1 , zinc-coated steel wire with minimum coating weight of 2.0 ounces of zinc per square foot of coated surface, or ASTM A 491, Type I, aluminum-coated steel wire. Fabric shall be fabricated of 9 gauge wire woven in 2 inch mesh. Fabric height shall be as shown. Fabric shall be knuckled at both selvages.

2.2 METAL GATES

Gate shall be the type and swing shown. Gate conforming to strength and coating requirements of ASTM F 1083 for Group IA, steel pipe, with external coating Type A, is an acceptable equal.

2.3 POSTS

2.3.1 Metal Posts for Chain Link Fence

ASTM F 1083, zinc-coated. Group IA, with external coating Type A steel pipe. Group III, ASTM F 1043 steel H-section may be used for line posts in lieu of line post shapes specified for the other classes. Sizes shall be as shown on the drawings. Line posts and terminal (corner, gate, and pull) posts selected shall be of the same designation throughout the fence.

2.3.2 Metal Posts for Cable Fence

Metal posts shall conform to ASTM F 1083 zinc-coated, Group IA, with external coating Type A steel pipe. Painting requirement is as shown..

2.4 BRACES AND RAILS

ASTM F 1083, zinc-coated, Group IA, steel pipe, size as shown.

2.5 WIRE AND CABLE

2.5.1 Tension Wire

Tension wire shall be Type I or Type II, Class 2 coating, in accordance with ASTM A 824.

2.5.2 Cable

Cable shall be as shown

2.6 ACCESSORIES

ASTM F 626. Ferrous accessories shall be zinc or aluminum coated. Truss rods shall be furnished for each terminal post. Truss rods shall be provided with turnbuckles or other equivalent provisions for adjustment. Tie wire for attaching fabric to rails, braces, and posts shall be 9 gauge steel wire and match the coating of the fence fabric. Miscellaneous hardware coatings shall conform to ASTM A 153/A 153M unless modified.

2.7 BARRICADE

Traffic barricade shall conform to Caltrans Type III barricade specifications installed at locations as shown and directed.

2.8 CONCRETE

concrete shall conform to ASTM C 94, using 3/4 inch maximum size aggregate, and having minimum compressive strength of 3000 psi at 28 days. Grout shall consist of one part portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.

PART 3 EXECUTION

3.1 INSTALLATION

Fence shall be installed to the lines and grades indicated. The area on either side of the fence line shall be cleared to the extent indicated. Line posts shall be spaced equidistant at intervals not exceeding 10 feet. Terminal (corner, gate, and pull) posts shall be set at abrupt changes in vertical and horizontal alignment. Chain link fabric shall be continuous between terminal posts; however, runs between terminal posts shall not exceed 500 feet. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust in accordance with ASTM A 780. Welding shall conform to AWS D 1.1.

3.2 EXCAVATION

Post holes shall be cleared of loose material. Waste material shall be spread where directed. The ground surface irregularities along the fence line shall be eliminated to the extent necessary to maintain a 2 inch clearance between the bottom of the fabric and finish grade.

3.3 POST INSTALLATION

3.3.1 Posts for Fence and Gate

Posts shall be set plumb and in alignment. Except where solid rock is encountered, posts shall be set in concrete to the depth indicated. Where solid rock is encountered with no overburden, posts shall be set to a minimum depth of 18 inches in rock. Where solid rock is covered with an

overburden of soil or loose rock, posts shall be set to the minimum depth indicated on the drawing unless a penetration of 18 inches in solid rock is achieved before reaching the indicated depth, in which case depth of penetration shall terminate. All portions of posts set in rock shall be grouted. Portions of posts not set in rock shall be set in concrete from the rock to ground level. Posts set in concrete shall be set in holes not less than the diameter shown on the drawings. Diameters of holes in solid rock shall be at least 1 inch greater than the largest cross section of the post. Concrete and grout shall be thoroughly consolidated around each post, shall be free of voids and finished to form a dome. Concrete and grout shall be allowed to cure for 72 hours prior to attachment of any item to the posts.

3.4 RAILS, CHAIN LINK FENCE

Rails shall be supported at each post to form a continuous brace as shown. Where required, sections of rail shall be joined using sleeves or couplings that will allow expansion or contraction of the rail. Top rail, if required for high security fence, shall be installed as indicated on the drawings.

3.5 BRACES AND TRUSS RODS, CHAIN LINK FENCE

Braces and truss rods shall be installed as indicated and in conformance with the standard practice for the fence furnished. Horizontal (compression) braces and diagonal truss (tension) rods shall be installed on fences over 6 feet in height. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal. No bracing is required on fences 6 feet high or less if a top rail is installed.

3.6 TENSION WIRES, CHAIN LINK FENCE

Tension wires shall be installed along the top and bottom of the fence line and attached to the terminal posts of each stretch of the fence. Top tension wires shall be installed within the top 4 inches of the installed fabric. Bottom tension wire shall be installed within the bottom 6 inches of the installed fabric. Tension wire shall be pulled taut and shall be free of sag.

3.7 CHAIN LINK FABRIC

Chain link fabric shall be installed on the side of the post indicated. Fabric shall be attached to terminal posts with stretcher bars and tension bands. Bands shall be spaced at approximately 15 inch intervals. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Fabric shall be fastened to line posts at approximately 15 inch intervals and fastened to all rails and tension wires at approximately 24 inch intervals. Fabric shall be cut by untwisting and removing pickets. Splicing shall be accomplished by weaving a single picket into the ends of the rolls to be joined. The bottom of the installed fabric shall be 2 inches plus or minus 1/2 inch above the ground.

3.8 GATE INSTALLATION

Gates shall be installed at the locations shown. Hinged gates shall be mounted to swing as indicated. Latches, stops, and keepers shall be installed as required.

3.9 GROUNDING

Fences crossed by powerlines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 150 feet on each side of crossing. Ground conductor shall consist of No. 8 AWG solid copper wire. Grounding electrodes shall be 3/4 inch by 10 foot long copper-clad steel rod. Electrodes shall be driven into the earth so that the top of the electrode is at least 6 inches below the grade. Where driving is impracticable, electrodes shall be buried a minimum of 12 inches deep and radially from the fence. The top of the electrode shall be not less than 2 feet or more than 8 feet from the fence. Ground conductor shall be clamped to the fence and electrodes with bronze grounding clamps to create electrical continuity between fence posts, fence fabric, and ground rods. After installation the total resistance of fence to ground shall not be greater than 25 ohms.]

-- End of Section --