

2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 28 SEP 2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) 9993/1282
---------------------------------------	----------------------------------	---	---

6. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922	7. ADMINISTERED BY (If other than Item 6) USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(√)	9A. AMENDMENT OF SOLICITATION NO. W91238-04-B-0003
	X	9B. DATED (SEE ITEM 11) 3 MAY 2004
		10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
		10B. DATED (SEE ITEM 13) N/A

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 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.)
**TULARE LAKEBED MITIGATION SITE/LAKE KAWEAH SPILLWAY ENLARGEMENT BEST WESTERN DIKE, CONTRACT 3
 KINGS / TULARE COUNTIES, CALIFORNIA**

2 ENCL.

1. REVISED PAGES: SECTION 01355 (REPLACE EXISTING IN ITS ENTIRETY), LEVEE REALIGNMENT AND FENCING DRAWING (11" X 17")
2. REVISED DRAWINGS: SHEETS; C500, C502, C506, C510, C511

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 _____ (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01355

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 DEFINITIONS
 - 1.2.1 Environmental Pollution and Damage
 - 1.2.2 Environmental Protection
 - 1.2.3 Contractor Generated Hazardous Waste
 - 1.2.4 Land Application for Discharge Water
 - 1.2.5 Surface Discharge
 - 1.2.6 Waters of the United States
 - 1.2.7 Wetlands
- 1.3 GENERAL REQUIREMENTS
- 1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS
 - 1.4.1 Protection of Features
 - 1.4.2 Permits
 - 1.4.3 Environmental Compliance and Monitoring.
- 1.5 SUBCONTRACTORS
- 1.6 PAYMENT
- 1.7 SUBMITTALS
- 1.8 ENVIRONMENTAL PROTECTION PLAN
 - 1.8.1 List of State and Local Laws and Regulations
 - 1.8.2 Contents
 - 1.8.3 Environmental Monitoring
 - 1.8.4 Compliance with Environmental Requirements
 - 1.8.5 Appendix
- 1.9 PROTECTION FEATURES
- 1.10 NOTIFICATION

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

- 3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS
- 3.2 LAND RESOURCES
 - 3.2.1 Work Area Limits
 - 3.2.2 Landscape
 - 3.2.3 Erosion and Sediment Controls
 - 3.2.4 Contractor Facilities and Work Areas
- 3.3 WATER RESOURCES
 - 3.3.1 Storage and Spillages:
 - 3.3.2 Disposal:
 - 3.3.3 Waste Water
 - 3.3.4 Specific Commitments from the EIS/EIR to Protect Water Resources
 - 3.3.5 Protection of Fish and Wildlife Resources
 - 3.3.6 Wetlands

- 3.4 AIR RESOURCES
 - 3.4.1 Particulates
 - 3.4.2 Odors
 - 3.4.3 Sound Intrusions
 - 3.4.4 Burning
 - 3.4.5 Dust Control
- 3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL
 - 3.5.1 Solid Wastes
 - 3.5.2 Maintenance of Pollution Control Facilities
- 3.6 RECYCLING AND WASTE MINIMIZATION PLAN
- 3.7 POST-CONSTRUCTION CLEANUP OR OBLITERATIONS:
- 3.8 CONTRACTOR GENERATED HAZARDOUS WASTES/EXCESS HAZARDOUS MATERIALS
- 3.9 FUEL AND LUBRICANTS
- 3.10 WASTE WATER
- 3.11 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES
- 3.12 PREVIOUSLY USED EQUIPMENT
- 3.13 MAINTENANCE OF POLLUTION FACILITIES
- 3.14 TRAINING OF CONTRACTOR PERSONNEL
- 3.15 ENDANGERED SPECIES
- 3.16 POST CONSTRUCTION CLEANUP

-- End of Section Table of Contents --

SECTION 01355

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.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
49 CFR 171 - 178	Hazardous Materials Regulations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual
WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water. Hazardous waste may also result from the cleanup of a spill or release of a hazardous material.

1.2.4 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

1.2.5 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.6 Waters of the United States

All Waters of the United States are defined as areas under Federal jurisdiction pursuant to Section 404 of the Clean Water Act (CWA). Waters of the United States are divided into "wetlands" and "other waters of the United States". Other waters of the United States are seasonal or perennial water bodies, including lakes, stream channels drainages, ponds, and other surface water features that exhibit an ordinary high water mark but lack positive indicators for one or more of the three wetland parameters (hydrophytic vegetation, hydric soil, and wetland hydrology), as defined in 33 CFR 328.

1.2.7 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND

MANUAL.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

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; OPERATIONS AND STORAGE AREAS; AND CLEANING UP, Section 00700. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause(s) 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 an environmental permit. **The Contractor is required to develop a Storm Water Pollution Prevention Plan, as per specification section 01356a. The Contractor will be required to obtain all other necessary permits from the Federal, State, and Local Agencies that will be paid for by the Contractor, prior to the start of construction work.** The contractor shall comply with the terms, and conditions of these permits.

1.4.3 Environmental Compliance and Monitoring.

All construction activity is subject to Federal Environmental laws including, but not limited to: The National Environmental Policy Act (NEPA); The National Historic Preservation Act (NHPA); Endangered Species Act; Resource Conservation and Recovery Act (RCRA); Comprehensive Environmental Response Liability and Compensation Act (CERCLA); Clean Water Act (CWA); Clean Air Act (CAA), Safe Drinking Water Act, (SDWA); and applicable state, regional, and local equivalents. The Contractor is responsible for compliance with these laws.

1.5 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.6 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor and shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

1.7 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G

Work Area Plan; ,G

Spill Control Plan; ,G

1.8 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.8.1 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.

1.8.2 Contents

The environmental protection plan shall include, but shall not be limited to the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.
- f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material and hazardous material storage areas, hazardous waste storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.
- g. Traffic Control Plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.
- h. Work Area Plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work
- i. The Spill Control Plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:
 1. 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 and the local Fire Department 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 is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.
 2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.
 4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
 5. The names and locations of suppliers of containment materials , cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
 6. The methods and procedures to be used for expeditious contaminant cleanup.
- j. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted.
- k. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.
- l. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.
- m. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated. The contractor shall identify security measures that will be provided to prevent unauthorized access to stored hazardous materials and to prevent unauthorized or accidental release of any contaminants within the site.
- n. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and

protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

1.8.3 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. Monitoring shall include the minimization of all air and water quality impacts.

1.8.4 Compliance with Environmental Requirements

The Contractor shall provide as part of the Environmental Protection Plan procedures to be implemented to provide the required environmental protection, to comply with applicable laws and regulations and to correct pollution due to accident, natural causes or failures to follow the procedures of the Environmental Protection Plan. The Environmental Protection Plan must address the requirements identified in this section, such as the Spill Protection Plan.

1.8.5 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

1.9 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take

such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

This paragraph supplements the Contractor's responsibility under the contract clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has obtained the Notice of Intent (NOI) for the proposed construction work from the State Water Resources Control Board, specifically for the National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for discharge of storm water runoff associated with the proposed construction activities. A Storm Water Pollution Prevention Plan (SWPPP) and Monitoring Plan shall be developed by the Contractor. The Contractor shall make specific reference to specification section 01356A "Storm Water Pollution Prevention Plan" (SWPPP) and adhere to all its requirements regarding the SWPPP.

The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations.

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as specified in Section 01356 STORM WATER POLLUTION PREVENTION MEASURES. BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. The Contractor's best management practices shall also be in accordance with the Notice to Intent (NOI) for the National Pollutant Discharge Elimination System (NPDES) and the Storm Water Pollution Prevention Plan (SWPPP), as cited in specification section 01356. It may further be reviewed at the Corps of Engineers, Sacramento District Office, Environmental Planning Branch Office. Any temporary measures shall be removed after the area(s) have been stabilized.

3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed within the construction site limits designated on the drawings and approved by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.3.1 Storage and Spillages:

At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, grasses, bituminous materials, waste washings, and surface drainage from entering public or private waters.

3.3.2 Disposal:

Disposal of any materials, waste, effluents, trash, garbage, oil, grease, chemicals, etc., in the areas adjacent to streams is prohibited. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area at his cost. If necessary, contaminated ground shall be excavated, disposed of as directed by the Contracting Officer, and replaced with suitable fill material, compacted and finished with topsoil all at the expense of the Contractor. All materials that could cause water pollution (i.e. motor oils, fuel, paint, etc) will be stored and used in a manner that will not cause pollution. All discarded material and any accidental spills will be removed and disposed of at an approved site.

3.3.3 Waste Water

Any wastewater directly derived from construction activities shall not be discharged before being treated to remove pollutants. Wastewater shall be collected and placed in holding tanks and disposed of in accordance with local, state, and federal laws.

3.3.4 Specific Commitments from the EIS/EIR to Protect Water Resources

3.3.4a The contractor will prepare an erosion and sediment control plan incorporating a site drainage plan.

3.3.4b Construction equipment will be maintained in proper operating conditions to prevent leakage of oil or grease.

3.3.4c All soils disturbed by construction activities will be stabilized or returned to its existing condition.

3.3.5 Protection of Fish and Wildlife Resources

The Contractor shall at all times perform all work and take such steps required to prevent interference or disturbance to the fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project construction areas which in the opinion of the Contracting Officer, are critical to fish and wildlife. Fouling or polluting of the water will not be permitted.

3.3.6 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands. The Contractor shall be responsible for the protection of wetlands shown on the drawings in accordance with paragraph ENVIRONMENTAL PERMITS, REVIEWS, AND APPROVALS. Authorization to enter specific wetlands identified shall not relieve the Contractor from any obligation to protect other wetlands within, adjacent to, or in the vicinity of the construction site(s) and associated boundaries.

Recently discovered vernal pools which qualify as wetlands are located within the construction site. There are 27 total vernal pools on the site, and nine (9) vernal pools that the contractor shall protect with orange plastic fencing (42 to 48 inches high). A map will be provided to the contractor showing the locations. The contractor shall walk the site with the Contracting Officer prior to commencement of construction activities to identify all the vernal pools and to specifically identify those requiring

fencing. The location of the plastic fencing will be established at that time. The minimum distance from any construction traffic or activities shall be ten (10) feet from the edge of the pool. The contractor shall be prepared to make adjustments to the alignment of the levees at several locations once the exact location of the vernal pools has been identified. The contractor shall show the final alignment of all levees on the AS-BUILT drawings at the end of the contract. No separate payment will be allowed for the temporary fencing but approximately 3,000 linear feet of plastic fencing will be required for the vernal pool protection.

3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of California rules.

3.4.4 Burning

Burning shall be prohibited on the Government premises. Burning will not be allowed on the project site unless specified in other sections of the specifications or authorized in writing by the Contracting Officer. The specific time, location, and manner of burning shall be subject to approval, if allowed at all.

3.4.5 Dust Control

The Contractor shall maintain all excavations, embankments, stockpiles,

haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area(s) at least damp at all times, and the Contractor must have sufficient competent equipment on the job site to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. No separate or direct payment will be made for dust control and the cost thereof shall be considered incidental to and included in the contract prices for excavation and embankment.

The Kaweah River Basin Investigation EIS/EIR identifies several mitigation measures. The Contractor will implement as many of the following mitigation measures as is necessary to ensure that dust does not exceed local air pollution standards or cause a hazard or nuisance to others.

- a. Watering trucks will be used throughout construction activities, as site conditions dictate, to reduce dust in excavation areas, on access roads, borrow sites, and overburden sites or spoil areas. Watering efforts would be proportionately increased as localized winds and areas of disturbance increase.
- b. All excavated material and materials transported offsite will be adequately watered or covered.

3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.5.1 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 the project site and dispose of it in compliance with Federal, State, and local requirements. The Contractor shall comply with all Federal, State, and local laws and regulations pertaining to the use of the landfill area.

3.5.2 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.

3.6 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.

3.7 POST-CONSTRUCTION CLEANUP OR OBLITERATIONS:

The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, staging areas, stockpiles of excess or waste material, (such as rock removal material) or any other vestiges of construction as directed by the Contracting Officer. It is anticipated that excavation, filling and plowing of new roadways and/or haul roads will be required restoration of the area to near natural conditions, which will permit the growth of vegetation. For areas no longer needed for future maintenance and access, seeding for vegetation restoration shall be accomplished by the contractor. Restoration to original contours is not required. After completion and acceptance of post-construction clean-up, the Contractor shall take photographs, and/or video tape, of the same area where pre-construction photographs, or video tape, were taken and shall furnish copies to the Contracting Officer. No separate or direct payment will be made for post-construction cleanup or obliteration and all costs thereof shall be considered incidental to and included in the applicable contract unit price items requiring such temporary facilities. Seeding of staging areas and disposal areas with native grass and forbs will be required.

3.8 CONTRACTOR GENERATED HAZARDOUS WASTES/EXCESS HAZARDOUS MATERIALS

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 and shall manage and store hazardous waste in accordance with the Valley Resident Office's hazardous waste management plan. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, in addition to State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility. The Contractor shall coordinate the disposition of hazardous waste with the Valley Resident Project Office and the Contracting Officer.

3.9 FUEL AND LUBRICANTS

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and

evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. There shall be no storage of fuel on the project site. Fuel must be brought to the project site each day that work is performed.

3.10 WASTE WATER

Disposal of waste water shall be as specified below.

- a. Waste water from construction activities, such as onsite material processing, concrete batching, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.
- b. For discharge of ground water, the Contractor shall obtain a State or Federal permit specific for pumping and discharging ground water prior to surface discharging. Surface discharge shall be in accordance with all Federal, State, and local laws and regulations. Surface discharge shall be handled in accordance with the requirements of the NPDES or State STORM WATER DISCHARGES FOR CONSTRUCTION SITES permit.
- c. Water generated from the flushing of lines after disinfection shall not be discharged onto open ground or into adjoining bodies of water. .

3.11 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify 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 secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

The fencing shown on Sheet C8.12 protecting the archeological site in Cell 2 may be orange plastic fencing, 42 to 48 inches high, in lieu of chain link fencing. The diagonal road through the site may be used provided the contractor provides fencing on either side of the road as it passes through the site. The approximate length of fencing is 4,300 linear feet which includes the diagonal road through the site. No separate payment will be made for the fencing. The costs shall be included in the contractor's mobilization costs.

3.12 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from all soil residuals, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

3.13 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain pollution control facilities and devices for the duration of the construction contract specifically for construction activities that create particular pollutant(s) during the duration of the construction contract.

3.14 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, 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; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.15 ENDANGERED SPECIES

In the event that the contractor inadvertently disturbs, damages or interferes with any threatened or endangered plant or animal species or its habitat, the contractor should suspend that activity and notify the government representative to determine the corrective course of action and possible mitigation measures.

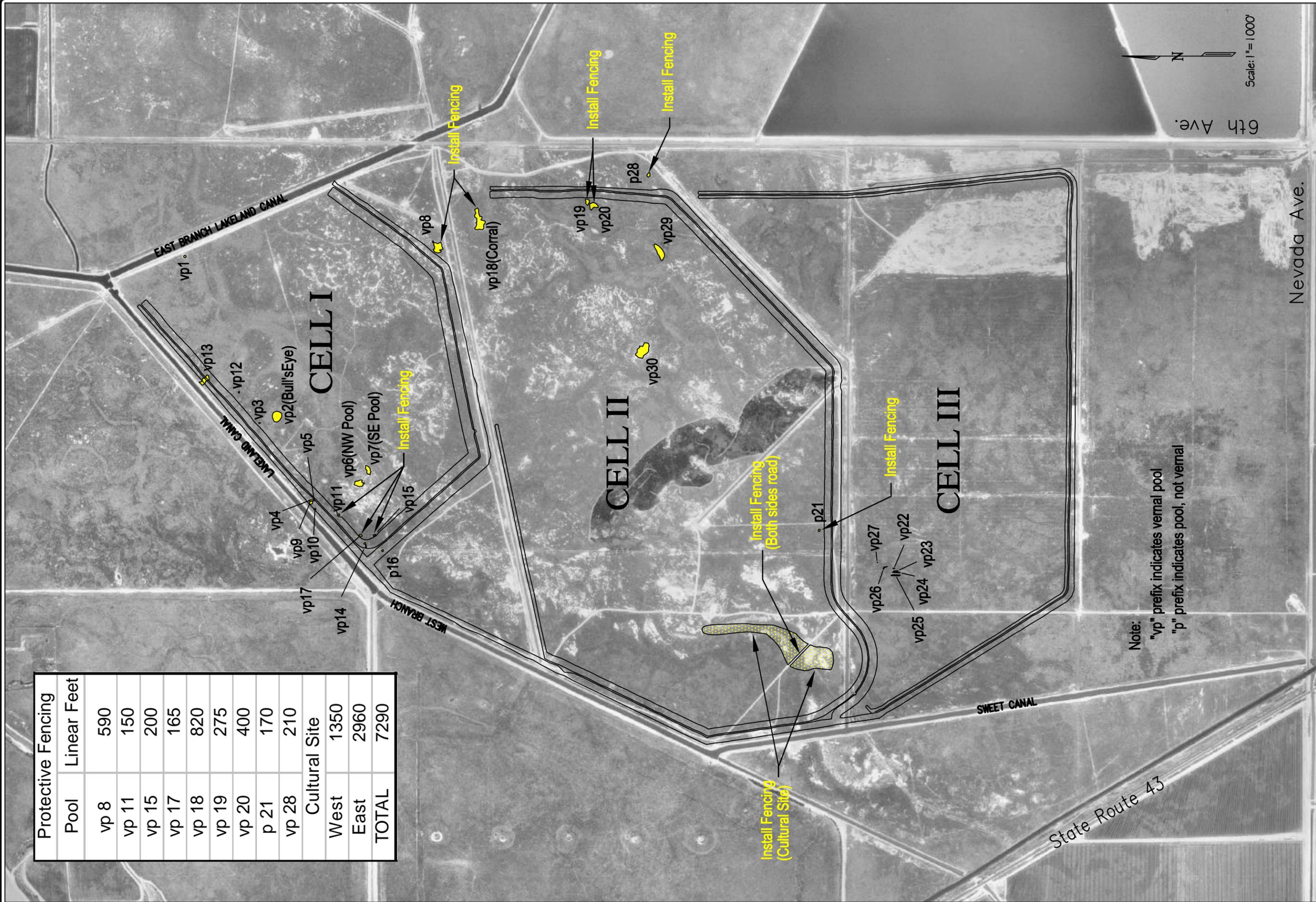
The presence of burrowing owls is known to exist within the site. The Government will make arrangements to identify and relocate any burrowing owls away from the footprint of the borrow ditches and levee footprints and will provide maps showing the contractor the location of any existing or relocated burrows. No disturbance should occur within 160 feet of occupied burrows during the non-breeding season of September 1 through January 31 or with 250 feet during the breeding season of February 1 through August 31. The contractor shall be pro-active in bringing the presence of any burrowing owls to the attention of the Contracting Officer. The contractor shall anticipate occasional disruption of work if new burrows are found that require relocating, so the contractor should be prepared to move and continue work at a different location on the site, if necessary. However, any disruptions that cause a significant delay to the contractor will be handled under the "Changes" clause of the contract, which entitles the contractor to reasonable compensation for additional costs incurred.

3.16 POST CONSTRUCTION CLEANUP

Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --

Protective Fencing	
Pool	Linear Feet
vp 8	590
vp 11	150
vp 15	200
vp 17	165
vp 18	820
vp 19	275
vp 20	400
p 21	170
vp 28	210
Cultural Site	
West	1350
East	2960
TOTAL	7290



Note:
 "vp" prefix indicates vernal pool
 "p" prefix indicates pool, not vernal

Nevada Ave.

State Route 43

6th Ave.

Scale: 1" = 1000'

KAWEAH DELTA WATER CONSERVATION DISTRICT
 2975 N. FARMERSVILLE BLVD., FARMERSVILLE, CA 93223
LAKE KAWEAH ENLARGEMENT PROJECT
 Tulare Lakebed Mitigation Site
 Levee Realignments and Fencing