

APPENDIX “A”

STORM WATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Provide all material, labor and services necessary to implement the Storm Water Pollution Prevention Plan (SWPPP).
 - 2. Provide all material, labor, equipment and services necessary to comply with the conditions of the Construction General Permit (CGP) No. 2009-0009-DWQ.
 - 3. Implement the Best Management Practices (BMP) contained within the SWPPP or implement other practices deemed necessary by the Contractor/Qualified SWPPP Practitioner (QSP) to better accomplish the intent of controlling the quality of runoff water from the Project Site.
 - 4. Submit to the Owner/Legally Responsible Person (LRP) all reports required for the Annual Report prior to September 1 of each year
 - 5. All Contract requirements in Division 00 and 01.
- B. This Section does not include:
 - 1. The Contactor’s Qualified SWPPP Developer (QSD) will prepare the SWPPP.
 - 2. A Notice of Intent (NOI) to be covered by the CGP will be electronically filed by the Contractor’s QSD with the State Water Resources Control Board (SWRCB). The Owner/LRP will pay the NOI fee and annual fees thereafter when applicable.
 - 3. If applicable, an Erosivity Waiver will be electronically filed by the Contractor’s QSD with the SWRCB. The Owner/LRP will pay the Erosivity Waiver fee.
 - 4. The Annual Report will be electronically filed by the Contractor’s QSD with the SWRCB by September 1 of each year.
 - 5. A Notice of Termination (NOT) to terminate the CGP coverage will be electronically filed by the Contractor’s QSD with the SWRCB at the end of the project upon final stabilization as determined by the Contractor’s QSD.
- C. Acronyms:
 - 1. BMP Best Management Practices
 - 2. CARB California Air Resources Board
 - 3. CGP Construction General Permit Order No. 2009-0009-DWQ
 - 4. CSMP Construction Site Monitoring Program
 - 5. EPA Environmental Protection Agency
 - 6. FMFCD Fresno Metropolitan Flood Control District
 - 7. NOI Notice of Intent
 - 8. NOT Notice of Termination

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| 9. | NPDES | National Pollution Discharge Elimination System |
| 10. | QSD | Qualified SWPPP Developer |
| 11. | QSP | Qualified SWPPP Practitioner |
| 12. | SJVAPCD | San Joaquin Valley Air Pollution Control District |
| 13. | SWPPP | Storm Water Pollution Prevention Plan |
| 14. | SWRCB | State Water Resources Control Board |
| 15. | RWQCB | Regional Water Quality Control Board |

1.03 RELATED SECTIONS

- A. Section 02 21 00 – Clearing and Demolition
- B. Section 31 20 11 – Earth Moving
- C. Section 33 40 00 – Storm Drainage Utilities

1.04 SUBMITTALS

- A. Submit the following in accordance with Specification Section – Submittal Procedures:
 - 1. Construction schedule to be included in the SWPPP.
 - 2. List of subcontractors to be included in the SWPPP.
 - 3. Addenda to the SWPPP.
 - 4. Inspection, training, and testing reports required by the Construction Site Monitoring Program (CSMP) in the SWPPP must be delivered to the Owner/LRP prior to September 1 of each year.

1.05 QUALITY ASSURANCE

- A. SWPPP Certification Requirements:
 - 1. Qualified SWPPP Developer (QSD)
 - a. The SWPPP shall be written, amended, and certified by a QSD. The SWPPP shall contain the QSD's name, certification number, and telephone number.
 - 2. Qualified SWPPP Practitioner (QSP)
 - a. The SWPPP shall be implemented by a QSP. The SWPPP shall contain the QSP's name, certification number, and telephone number. The QSP is responsible for implementing the BMPs and CSMP as described within the SWPPP.
- B. Regulatory Requirements:
 - 1. Prepare and implement the SWPPP in accordance the following:
 - a. CARB Materials and equipment used for this Project shall comply with the current applicable regulations of the California Air Resources Board and the EPA.
 - b. CF City of Fresno
 - c. EPA Environmental Protection Agency.
 - d. SJVAPCD San Joaquin Valley Air Pollution Control District.
 - e. SWRCB State Water Resources Control Board.
 - f. RWQCB Regional Water Quality Control Board.

PART 2 - PRODUCTS

2.01 SOURCE QUALITY CONTROL

A. SWPPP:

1. The SWPPP shall be prepared in accordance with the guidelines contained in the CGP issued by the SWRCB under the National Pollution Discharge Elimination System (NPDES) permit program of the EPA.
2. The intent of the CGP is to protect the quality of receiving waters of the United States by limiting the quantity of pollutants in rainfall runoff from construction sites of one acre or more in area. In order to accomplish this goal, each construction project is required to prepare a SWPPP that will govern construction activities to lessen the probability that pollutants will be present in rainfall runoff from their site.
3. This site will be covered by the CGP by the time construction begins.
 - a. All construction activity must comply with the conditions of the CGP.
 - b. A NOI to be covered by the CGP will be filed by the Owner/LRP with the SWRCB and the fees will be paid by the Owner/LRP.
 - c. Copies of the NOI will be provided to the Contractor to place in the appropriate Appendix of the SWPPP when the NOI is available.
4. The BMPs contained in the SWPPP will meet the intent of the CGP.
 - a. The Owner does not have any responsibility for selecting or implementing the BMPs proposed by the Contractor and QSP to adequately control the quality of runoff from the site.
 - b. The Contractor and QSP must provide, implement, and carry out the BMPs that comply with the CGP regardless of the BMPs contained in the SWPPP.
 - c. The Contractor and QSP shall bear full responsibility for reviewing the proposed BMPs, ascertaining their ability to provide adequate controls, and implementing the BMPs or implementing others deemed by the Contractor and QSP to better accomplish the intent of controlling the quality of runoff water from the project site.

PART 3 - EXECUTION

3.01 APPLICATION

A. General Requirements:

1. The Contractor shall comply with the conditions of the CGP. The CGP is available at the following website:
www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml
2. The SWPPP is an aid to the Contractor in complying with the CGP.
3. Under the terms of this Contract, the Contractor is the Operator/Discharger of the Project Site. It is the Contractor's and QSP's responsibility to faithfully and fully implement the BMPs contained in the SWPPP, and other BMPs as required to effectively control the quality of runoff water from the project site.
4. The Contractor shall fully and completely carry out all provisions of the SWPPP and insure that all of the Contractor's forces, including sub-contractors, on the site do the same. The Contractor shall assume full responsibility for the implementation, maintenance and execution of the SWPPP for the life of this project. The Contractor

shall be fully liable for penalties, fines, and clean-up costs resulting from the failure of the Contractor's personnel or subcontractor's personnel to comply with the provisions of the SWPPP, and hold the Owner/LRP harmless from the Contractor's failure to implement the SWPPP as required by the SWRCB, RWQCB, CGP, and the local authority having jurisdiction.

5. The Contractor shall be fully aware of the requirements for the full execution of the SWPPP which are contained in the previously mentioned regulations, the requirements of these specifications for implementing, maintaining, and enforcing the provisions of the SWPPP and the impact that the SWPPP will have on the operation, prosecution and cost of the work. A submittal of a bid on this project will be considered as prima facie evidence that the Contractor fully comprehends these requirements and impacts and has fully allowed for their effect on this project, both in time and cost.
6. The Owner/LRP's QSD shall prepare the Risk Determination, site map, and SWPPP for all construction activities that will occur on the project site. Prior to construction, the Contractor shall review the provided site map, mark any necessary changes due to their planned construction operations, and submit any revisions to the Owner/LRP's QSD. The QSD will amend the SWPPP as necessary and the Owner/LRP will certify the updated SWPPP on the SMARTS website.

B. Best Management Practices (BMPs):

1. The QSP shall conduct inspections weekly and at least once each 24-hour period during extended storm events, to identify and record BMPs that need installation or maintenance to operate effectively. Should the QSP deem the BMPs proposed in the SWPPP are inadequate to meet the requirements of the CGP, or a change occurs in the nature or manner of construction operations not anticipated in the SWPPP, the QSP shall propose alternative BMPs that are equal to or better than those contained in the SWPPP.
2. Should the Contractor implement alternative BMPs, he shall prepare all addenda to the SWPPP required by the CGP and notify the Owner's QSD for review of amendments to the original SWPPP.
3. Failure to implement the BMPs as required to meet the intent of the CGP and the SWPPP is a breach of state and federal laws. Punishment for breaking the law can result in fines and imprisonment.
4. BMPs shall be maintained from the start of construction until final stabilization.

3.02 FIELD QUALITY CONTROL

A. Monitoring of BMPs

1. Monitoring by QSP
 - a. Implement the CSMP (weekly, pre-storm, storm event, post-storm, quarterly inspections) as required by the CGP.
 - b. Conduct training and testing as required by the CGP.
 - c. Prepare and submit all reports to Owner/LRP and SWRCB as required by the SWPPP and the CGP. The Contractor is advised that the electronic filing of the Annual Report with the SWRCB by the Owner/LRP on behalf of the Contractor does not relieve the Contractor of any responsibility due to his failure to conduct proper inspection, testing, and training as required by the CGP. The Contractor shall bear full liability arising out of failure to conduct the required inspections, training, and testing detailed in the CSMP in the SWPPP.

2. Monitoring by Owner
 - a. The Owner will monitor the Contractor's implementation and maintenance of the BMPs.
 - b. Should the Owner determine that the Contractor's efforts fail to meet the requirements of the CGP, the SWPPP, and SWPPP amendments, the Owner reserves the right to employ any and/or all of the following actions:
 - 1) Notify the SWRCB of the perceived failure of the Contractor to comply with the CGP and SWPPP.
 - 2) Withhold an amount of money from the Contractor's Payment Request, equal to the Owner's estimate of the value of the work required to implement and maintain the required BMPs, as well as, provide the required inspection, training, and testing forms.
 - 3) Hire a separate QSP to perform the work required to implement the CSMP and deduct the costs thereof from the Contractor's Payment.
- B. Availability and access to the SWPPP
 1. The Contractor shall keep a minimum of one copy of the SWPPP and Addenda thereto in the following locations:
 - a. Contractor's Project Site Field Office.
 - b. Contractor's General Business Office.
 2. The SWPPP shall be available for public inspection at any time during normal business hours.

3.03 CLEANING AND REMOVAL

- A. Removal of BMPs
 1. Completely remove from the Project Site all materials used to construct and maintain the temporary BMPs upon completion and acceptance of the Project.
 2. Remove all accumulated debris and excess material from the BMPs and surrounding locations, and broom clean all adjacent hardscape surfaces to the satisfaction of the Owner.
 3. All permanent BMPs shall remain on the Project Site. The Owner will be responsible for ongoing inspection and maintenance after final acceptance.
- B. Under written agreement and with the approval of the Owner, the Contractor may assign maintenance and removal responsibilities of the project BMPs to a subsequent contractor for later work phases at the Project Site.

3.04 RECORD KEEPING

- A. Paper or electronic records of all CSMP inspections, testing, and training reports, including the Annual Report, shall be retained for a period of at least three years. These records shall be available at the project site until construction is completed.

3.05 PAYMENT

- A. Full compensation for all costs involved in implementing, and monitoring the implementation of the SWPPP for this project, including inspections, testing, and training, performing corrective measures as required to better implement the SWPPP, providing all labor, materials, and resources to maintain the SWPPP and all required records of the

SWPPP, and being full liable for all failures to fulfill the intent and requirements of the CGP set forth by the SWRCB, shall be included in the cost bid for the various items of work and no additional payment will be made therefore.

END OF SECTION