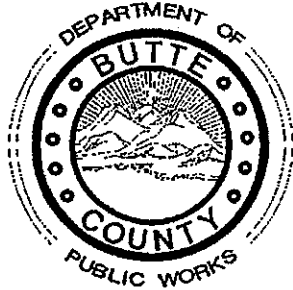


County of Butte

OROVILLE, CALIFORNIA



NOTICE TO CONTRACTORS SPECIAL PROVISIONS PROPOSAL AND CONTRACT

FOR

**EXCAVATION OF
MODULE 4, PHASE D
AT THE
NEAL ROAD SANITARY LANDFILL**

COUNTY PROJECT NO. 757-5916

BIDS OPEN: April 7, 2009

**For use with Standard Specifications and Standard Plans
for Construction of Local Streets and Roads of the
California Department of Transportation Dated July, 2002**

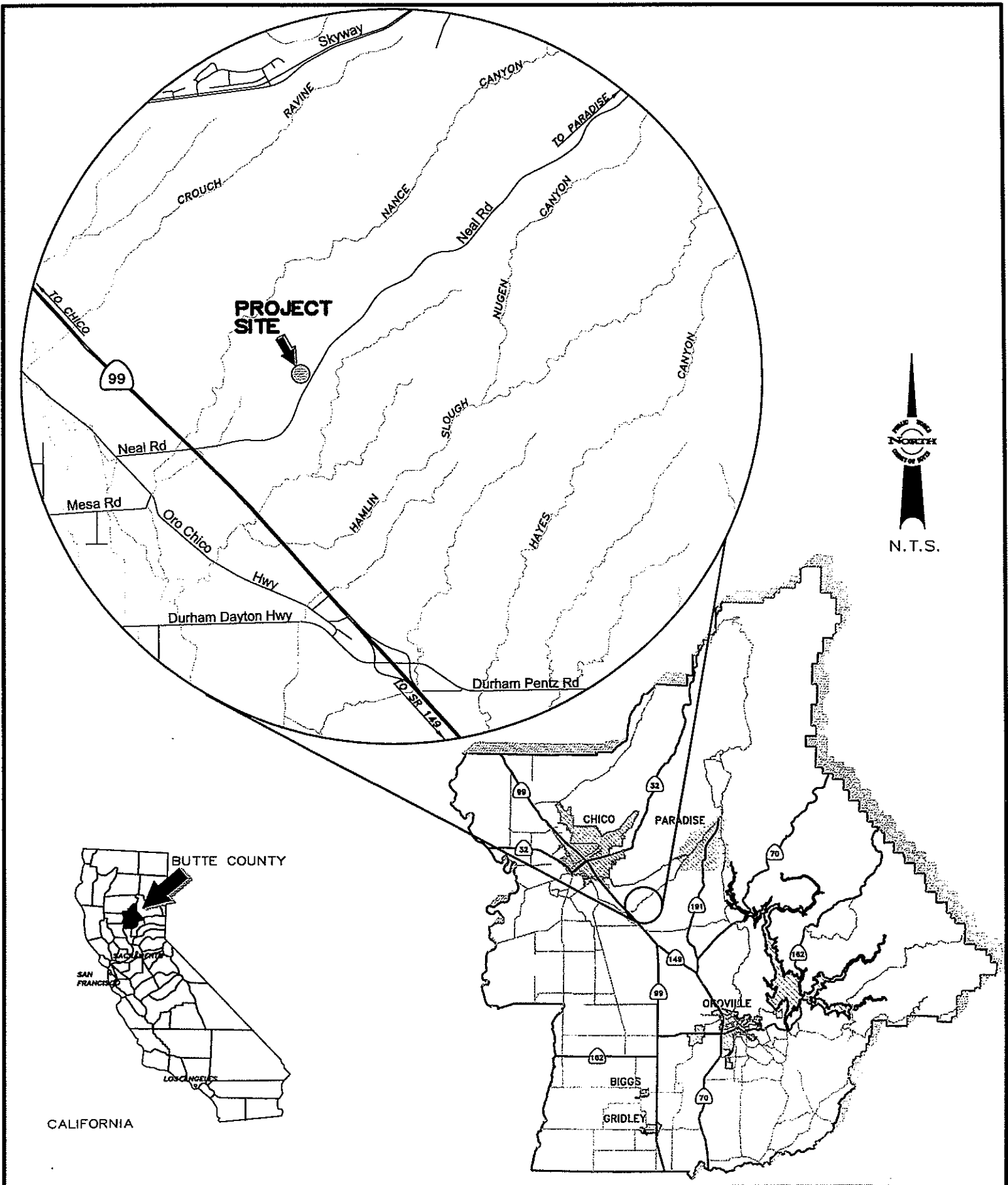
**Labor Surcharge and Equipment Rental Rates
of the California Department of Transportation**

and

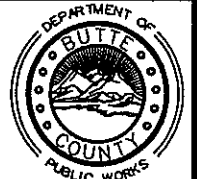
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**BUTTE COUNTY DEPARTMENT OF PUBLIC WORKS
 LOCATION MAP FOR
 EXCAVATION OF MODULE 4, PHASE D
 AT THE NEAL ROAD LANDFILL
 COUNTY PROJECT NO. 757-5916**



**Excavation of Module 4, Phase D
at the Neal Road Sanitary Landfill
County Project No. 757-5916**

**COUNTY OF BUTTE
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**

NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the Director of Public Works, 7 County Center Drive, Oroville, California, until **11:00 A.M. on Tuesday, April 7, 2009** at which time they will be publicly opened and read aloud for construction in accordance with the project specifications and plans to which special reference is made, as follows:

**EXCAVATION OF MODULE 4, PHASE D
AT THE NEAL ROAD SANITARY LANDFILL**

The work to be done consists; in general, of clearing and grubbing, excavating and grading native lahar and sandstones within the proposed limits of Module 4, Phase D, and hauling the excavation material to a designated spoil areas, installation of storm drain facilities and the placement of erosion control measures all as shown on the plans and as described in these special provisions.

Plans and special provisions, including forms of proposal, bonds and contract, are available for review at the office of the Director of Public Works, 7 County Center Drive, Oroville, California 95965. **Copies of the plans and special provisions may be purchased for the non-refundable payment of Twenty five dollars (\$25.00). Bidders requesting mailed copies of the plans and special provisions shall be charged an additional \$5.00 for shipping and handling.** Payment for the copies of the plans, special provisions and mailing shall be made in the form of cash or a check made payable to the "County of Butte". The special provisions package mentioned above does not include copies of the California Department of Transportation Standard Plans or Standard Specifications for Construction of Local Streets and Roads.

A mandatory pre-bid meeting is scheduled for this project. Interested bidders are requested to meet with Department representatives at **9:00 A.M. on Tuesday, March 31, 2009** at the scale house located at the Neal Road Sanitary Landfill, 1023 Neal Road, approximately one mile east of State Highway 99 and seven miles south of the City of Chico.

Bids are required for the entire work described herein.

This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Contract items of work and quantities thereof for which payment will be made under this contract are contained in the proposal. The items of work and quantities are given as a basis for the comparison of bids and the County of Butte does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

The Board of Supervisors has ascertained that the general prevailing wage rates for straight time, overtime, Saturday, Sunday and holiday work applicable to the work to be done in Butte County are the same as the general prevailing wage rates as determined by the Department of Industrial Relations. These rates are on file in the office of the Director of Public Works, 7 County Center Drive, Oroville, CA 95965.

The labor surcharge and equipment rental rates to be used under this contract shall be as listed in the State of California Department of Transportation Division of Construction publication entitled "Labor Surcharge and Equipment Rental Rates" that are in effect when the work is accomplished.

Holidays upon which the holiday wage rate shall be paid, shall be all legal holidays recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project.

The attention of bidders is particularly directed to the provisions of Section 8-1.02, "Assignment," of the Standard Specifications regarding assignment of the contract.

Attention is directed to Section 7-1.01C, "Contractor's Licensing Laws," of the Standard Specifications. The Contractor shall possess a Class A license or a combination of classes required by the categories and types of work included in this contract at the time this contract is awarded.

Butte County hereby notifies all bidders that it will affirmatively insure that any contract entered into, pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The attention of bidders is particularly directed to Government Code Section 14402 relating to money withheld to insure performance of the contract.

No bid will be considered unless it is made on a blank form furnished by the Butte County Department of Public Works and is made in accordance with the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications.

The successful bidder shall furnish a payment bond and a performance bond.

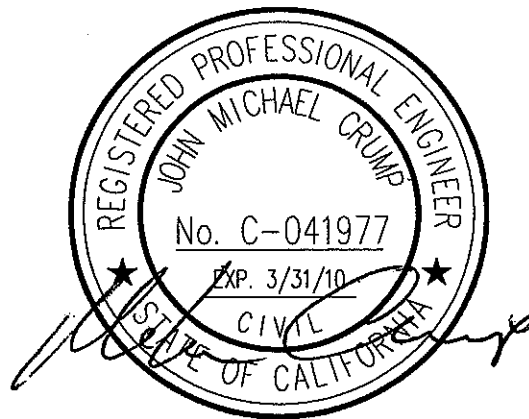
The County of Butte reserves the right to reject any or all bids and to waive any informality in any bid.

Dated: March 17, 2009

**COUNTY OF BUTTE
Department of Public Works
Mike Crump, Director**

**Excavation of Module 4, Phase D
at the Neal Road Sanitary Landfill
County Project. No. 757-5916**

**SPECIAL PROVISIONS
FOR
EXCAVATION
OF MODULE 4, PHASE D
AT THE
NEAL ROAD SANITARY LANDFILL**



**MIKE CRUMP, DIRECTOR OF PUBLIC WORKS
RCE C41977 (Lic. Expires 3/31/2010)
BUTTE COUNTY DEPARTMENT OF PUBLIC WORKS**

DATE: March 17, 2009

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SECTION A – DESCRIPTION OF PROJECT

1. LOCATION

The Neal Road Sanitary Landfill is located off of Neal Road, approximately one mile east of State Highway 99 and seven miles south of the City of Chico. The Neal Road Landfill operates as a Class III landfill as defined by California Code of Regulations, Title 27. This landfill is capable of producing leachate and landfill gas as a result of the decomposition of waste. The CONTRACTOR shall enforce safety procedures to minimize hazards to workers, the public and environment.

2. DESCRIPTION OF WORK

The work to be done consists; in general, of clearing and grubbing, excavating and grading native lahar and sandstones within the proposed limits of Module 4, Phase D, and hauling the excavation material to a designated spoil areas, installation of storm drain facilities and the placement of erosion control measures all as shown on the plans and as described in these special provisions.

Such items or details not mentioned above that are required by the plans, Standard Specifications and these special provisions shall be performed, placed, constructed or installed.

3. CONTRACT DOCUMENTS

The work embraced herein shall conform to the requirements of a set of plans entitled: "**County of Butte, Department of Public Works, Excavation of Module 4, Phase D at the Neal Road Sanitary Landfill; County Project No. 757-5916,**" the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Standard Plans of the State of California, Department of Transportation, dated May 2006, insofar as the same may apply, these special provisions, the Notice to Contractors, the Proposal, the Contract (or Agreement), the two contract bonds required herein, any supplemental agreements amending or extending the work, working drawings or sketches clarifying or enlarging upon the work specified herein, and to pertinent portions of other documents included by reference thereto in these specifications.

4. GENERAL

The bidder's attention is directed to the provisions in Section B, Item 2, "Proposal Requirements and Conditions," of these special provisions and Section 2, "Proposal Requirements and Conditions," of the Standard Specifications for the requirements and conditions which he must observe in the preparation of the proposal form and the submission of the bid.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the proposal annexed hereto.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Noncollusion Affidavit.

5. REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

A sheet for listing subcontractors, as required herein, is included in the proposal.

6. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

Office of the Director of Public Works, & County Center Drive, Oroville, CA, 95965

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with the requirements prescribed.

The contract shall be executed by the successful bidder and returned, together with the contract bonds and insurance, to the office of the Director of Public Works, 7 County Center Drive, Oroville, CA, 95965 in accordance with the provisions of Section 3-1.03 "Execution of Contract," of the Standard Specifications and these Special Provisions.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after receiving written notice to proceed with work from the Director of Public Works or the person authorized by the Board of Supervisors to sign the contract, and shall diligently prosecute the same to completion before the expiration of

130 WORKING DAYS

from the date of said signing.

The Contractor shall pay to the County of Butte the sum of **\$1,500** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

PRE-CONSTRUCTION CONFERENCE Prior to beginning contract work, a pre-construction conference will be held at the office of the Director of the Butte County Department of Public Works for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. At this meeting the Contractor shall submit to the Engineer for approval his/her proposed Traffic Control Plan, Project Schedule and the Storm Water Pollution Prevention Plan. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

SECTION B - GENERAL PROVISIONS

1. DEFINITIONS AND TERMS

STANDARD SPECIFICATIONS: Standard specifications shall mean the Standard Specifications of the State of California, Department of Transportation, dated May 2006.

Reference is made to the provisions in Section 1, "Definitions and Terms," of the Standard Specifications and the following provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

STATE: The County of Butte, State of California

COUNTY: The County of Butte, State of California

BOARD OF SUPERVISORS: The Board of Supervisors of the County

DEPARTMENT: The Department of Public Works of the County

DIRECTOR: The Road Commissioner and Director of Public Works of the County

ENGINEER: The Road Commissioner and Director of Public Works of the County

Engineer shall also mean the Director of Public Works of the County or his authorized agent acting within the scope of his authority who shall act as the representative of the County during the terms of the contract.

LABORATORY: The established laboratory of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

2. PROPOSAL REQUIREMENTS AND CONDITIONS

Reference is made to the provisions in Section 2 of the Standard Specifications and the following provisions:

All proposals shall be made upon blank forms to be obtained from the Office of the Director of Public Works, 7 County Center Drive, Oroville, California 95965. Bids submitted on other than the official form will not be accepted.

2. PROPOSAL REQUIREMENTS AND CONDITIONS (Continued)

All bidders may be required to submit evidence to the County as to their ability, financial responsibility and experience in order to be eligible for consideration of their proposal.

Each proposal must be accompanied by a Proposal Guaranty of at least ten-percent (10%) of the total amount bid. The Guaranty may be in the form of a Bidder's Bond, a certified check or a cashier's check payable to the County of Butte. The bond form for the Bidder's Bond mentioned in the third paragraph of Section 2-1.07, "Proposal Guaranty," of the Standard Specifications may be found following the signature page of the proposal annexed hereto. The Proposed Guaranty of the successful bidder will be returned within fifteen (15) days after the contract is fully executed. Guaranties of bidders whose bids are considered but not selected will be returned to the bidders promptly after the execution of the contract.

3. AWARD AND EXECUTION OF CONTRACT

Reference is made to the provisions in Section 3 of the Standard Specifications and the following provisions:

The successful bidder at his own expense shall furnish a Labor and Materials Bond and a Faithful Performance Bond, **each in an amount of one hundred percent (100%)** of the total bid and in the form prescribed for use by the County.

Upon execution of the contract by the Contractor and the County, the Contractor shall furnish the County, (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of workman's compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director of Industrial Relations or the insurer. A copy of the standard county contract, which will be required to be executed for this project, may be examined in the office of the Director of Public Works.

4. SCOPE OF WORK

Reference is made to the provisions in Section 4 of the Standard Specifications.

5. CONTROL OF WORK

Reference is made to the provisions in Section 5 of the Standard Specifications.

6. CONTROL OF MATERIALS

Reference is made to the provisions in Section 6 of the Standard Specifications.

7. LEGAL RELATIONS AND RESPONSIBILITY

Reference is made to the provisions in Section 7 of the Standard Specifications and the following provisions.

In connection with laws to be observed and the responsibility of the Contractor, attention is directed to Section 7 of the Standard Specifications, and to the laws therein referred to, all of which are applicable to this contract. The provisions in Section 1777.5 of the Labor Code concerning employment of apprentices are applicable to this contract.

7. LEGAL RELATIONS AND RESPONSIBILITY (Continued)

(1) **Cooperation.**--Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

(2) **Payment of Taxes.**--The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the County of Butte, as to any tax on labor, services, materials, transportation or any other items furnished pursuant to this contract.

(3) **Relief from Responsibility.**--Whenever a section of surfacing, pavement, or deck of a structure has been completed and if ordered by the Engineer to be opened for use by public traffic as provided in Section 7-1.08, "Public Convenience," of the Standard Specifications, the Contractor will be relieved of any responsibility for injury or damage to said completed sections of the work resulting from use by public traffic, but not from injury or damage resulting from his operations or negligence, nor will he be relieved of responsibility for cleanup and finishing operations.

(4) **Prevailing Wages.**--The Wage Scale ascertained by the Board of Supervisors pursuant to Section 1770 of the Labor Code and applicable to the work to be done will be as specified in the Notice to Contractors of these documents.

In case it becomes necessary for the Contractor or any subcontractor to employ, on the work under this contract, any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Director of Public Works who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

8. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the County of Butte, its officers, officials, employees and volunteers from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

9. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other requirements as described in Attachment I to this agreement.

9. INSURANCE REQUIREMENTS (Continued)

ATTACHMENT 1

Insurance Requirements for County Public Work's Projects

A. Minimum Limits of Insurance

1.) General Liability:

a) A commercial general liability insurance policy of at least **\$1,000,000** combined single limit per occurrence for bodily injury, personal injury, and property damage, including a general aggregate of at least **\$2,000,000**, and at least a **\$2,000,000** aggregate for products-completed operations. A minimum of 50% of each of the aggregate limits must remain available at all times. The Contractor or Contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

b) An umbrella or excess policy of at least **\$5,000,000** for projects estimated to cost less than \$25 million. For projects estimated to cost more than \$25 million, an umbrella or excess policy of at least **\$15 million**.

2.) Automobile Liability: At least **\$1,000,000** combined single limit per accident for bodily injury and property damage for autos used by the Contractor to fulfill the requirements of this agreement. Coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.

3.) Workers' Compensation and Employer Liability: Workers' Compensation insurance and Employer Liability insurance each with policy limits of at least **\$1,000,000** per occurrence.

4.) Professional Liability (For professional services contracts only): This type of insurance is required only when the County is contracting for services of an accountant, attorney, physician, architect, engineer or similarly trained professionals. Professional Liability Insurance covering professional services shall be provided in an amount of at least **\$1,000,000** per occurrence. If coverage is written on a claim made basis, the Contractor agrees to purchase an extended reporting provision for at least two years.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. Other Insurance Provisions

The following policies shall contain or be endorsed to contain the following provisions:

9. INSURANCE REQUIREMENTS (Continued)

1.) General Liability and Automobile Liability Insurance policies shall be endorsed to state:

a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

b.) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) Cancellation of Policies: Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

D. Acceptability of Insurers

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the Contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best's rating of at least A: VIII. (For Best's ratings go to <http://www.ambest.com/>)

E. Verification of Coverage

Contractor shall furnish the County certificates of insurance and original endorsements effecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

F. Subcontractors

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including

9. INSURANCE REQUIREMENTS (Continued)

providing the County certificates of insurance and endorsements before beginning work under this contract.

END ATTACHMENT 1

10. PROSECUTION AND PROGRESS

Reference is made to the provisions in Section 8 of the Standard Specifications and the following provisions:

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of days specified.

A working day is hereby defined as any day except Saturdays, Sundays and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations; on which the Contractor is not prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least five hours toward completion of such operation or operations.

The current controlling operation or operations as used in the above paragraph is/are to be construed to include any feature of the work considered at the time by the Engineer and the Contractor, which if delayed, will delay the time of completion of the contract.

Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather or the condition of the roadway prevents the work from beginning at the usual starting time, and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least five hours toward completion of such operation or operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

Upon the submission of satisfactory proof to the Engineer by the Contractor, shortage of material will be acceptable as grounds for increasing the number of working days. In order that such proof may be satisfactory and acceptable to the Engineer, there must be a showing that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed work. It shall be within the authority of the Engineer to decide whether or not an increase in the number of working days will be granted and his decision shall be final and conclusive on both parties to the contract, and if such increase is granted, the Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during such increase. Only the physical shortage of material will be considered under these provisions as a cause for extension of time and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities.

10. PROSECUTION AND PROGRESS (Continued)

Determination of each non-working day, except Saturdays, Sundays and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations, shall be made and agreed upon during such day by conference between the Engineer and the Contractor and in the event of failure to agree, the Contractor will be allowed 15 days in which to file a written protest setting forth in what respects he differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract and the number of working days remaining to complete the contract and the extended date for completion thereof.

(1) Time of Completion.--The Contractor shall begin work within 15 calendar days after receiving notice that the contract has been signed by the Director of Public Works or the person authorized by the Board of Supervisors to sign the contract and shall diligently prosecute the same to completion in the allotted time as set forth in Section A of these special provisions.

(2) Liquidated Damages.--It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these special provisions, damage will be sustained by the County of Butte, and that it is and will be difficult and impossible to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay, and it is therefor agreed that the Contractor shall pay the County the sum of One-Thousand Five Hundred Dollars (\$1,500) per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under this contract.

Neither the contract, nor any monies due or to become due under the contract, may be assigned by the Contractor without the prior consent and approval of the Board of Supervisors, nor in any event without the consent of the Contractor's surety or sureties unless such surety or sureties have waived their right to notice or assignment.

Unless otherwise notified in writing by the Engineer, the successful bidder shall furnish to the Engineer a progress schedule to show the time proposed for prosecution of the major divisions of work and his proposed sequence of operations.

11. MEASUREMENT AND PAYMENT

Reference is made to the provisions in Section 9 of the Standard Specifications and the following provisions:

(1) The County may withhold from any estimate due the Contractor, a sum sufficient to protect the County from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of the Contractor to make payments properly to subcontractors or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.

11. MEASUREMENT AND PAYMENT (Continued)

The County Auditor will make payments of the balance not retained or withheld on the following regular day for payment of County bills.

(2) Partial Payment.--The Engineer, once each month, shall cause an estimate in writing to be made of the total amount of work done, conforming to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications.

(3) Final Payment.--Upon satisfactory completion of the work, the Engineer shall recommend the acceptance of the work to the Board of Supervisors. Upon acceptance of the completed work by the Board of Supervisors, the said Board shall cause to be filed and recorded in the records of the County Recorder a Notice of Completion.

Thirty-five (35) days after the recording of the Notice of Completion the Contractor shall be entitled to the balance due for the completion and acceptance of the work, provided that all claims for labor and materials have been paid, and that no claim shall have been filed with the County based upon acts or omissions of the Contractor, and that no liens or withhold notices shall have been filed against said work or the property on which the work was done.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefore.

SECTION C - GENERAL

1. LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5, of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all-nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth herein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

2. PAYMENTS

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

3. PAYROLL RECORDS

Payroll records shall conform to the provisions outlined in Section 7-1.01A (3), "Payroll Records," of the Standard Specifications and these special provisions.

4. PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

5. SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section B, Item 2, " Proposal Requirements and Conditions," elsewhere in these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, states that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. The Contractor or deficient subcontract performance or noncompliance by a subcontractor shall not construe this requirement to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment.

6. AIR POLLUTION CONTROL

Air pollution control shall conform to the provisions in Section 7-1.01F, "Air Pollution Control," of the Standard Specifications and the Butte County Air Quality Management District (AQMD) Permit No. NRL-01-01 for the site. The AQMD permit has been attached to these specifications.

7. PAYMENT OF WITHHELD FUNDS

The second paragraph of Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is amended to read:

Upon the Contractor's request, pursuant to Public Contract Code Section 22300, the Department will make payment of funds withheld from progress payments to ensure performance of the contract. Should the Contractor elect to deposit in escrow with either the Butte County Treasurer or with a bank acceptable to the Department, securities equivalent to the amount withheld, the Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

8. STOP NOTICE WITHHOLDS

Butte County may withhold payments to cover claims filed pursuant to Section 3179 of the Civil Code.

9. PERFORMANCE FAILURE WITHHOLDS

During each estimate period the Contractor fails to comply with a part, including submittal of a document as specified, the County withholds a part of the progress payment. The documents include quality control plans, schedules, traffic control plans, as-built plans and water pollution control submittals.

9. PERFORMANCE FAILURE WITHHOLDS (continued)

For 1 performance failure, the County withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the County withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

The County returns performance failure withholds in the progress payment following the correction of noncompliance.

10. PENALTY WITHHOLDS

Penalties include fines and damages that are proposed, assessed, or levied against the Contractor or the County by a governmental agency or citizen lawsuit. Penalties are also payments made or costs incurred in settling alleged permit violations of Federal, State, or local laws, regulations, or requirements. The cost incurred may include the amount spent for mitigation or correcting a violation.

If Contractor or the County is assessed a penalty, the County may withhold the penalty amount until the penalty disposition has been resolved. The County may withhold penalty funds and notify you within 15 days of the withhold. If the penalty amount is less than the amount being withheld from progress payments for retentions, the County will not withhold the penalty amount.

Instead of the withhold, you may provide a bond payable to the County of Butte equal to the highest estimated liability for any disputed penalties proposed.

11. NOTICE OF POTENTIAL CLAIM

Notices of potential claims shall conform to the provisions outlined in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions.

12. FINAL PAYMENT AND CLAIMS

Final payments and claims shall be done in accordance with the provisions outlined in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these special provisions.

SECTION D – CONSTRUCTION DETAILS

1. MATERIALS

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these special provisions.

The Contractor shall furnish all materials required to complete the work under this contract.

2. ORDER OF WORK

Attention is directed to the provisions in Section 5-1.05, "Order of Work," and Section 5-1.07, "Lines and Grades," of the Standard Specifications and these special provisions.

It shall be the Contractors responsibility to insure compliance to the required grade limits outlines in section 12(6) "Excavation Tolerances" of these special provisions.

3. COOPERATION

Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

Work by public utility forces, contractors and/or Butte County crews may be underway within and/or adjacent to the limits of this contract at the time work under these special provisions is being performed. The Contractor, for the work herein specified, shall cooperate with all forces engaged in performing other work as above described. Such forces may conduct their operations with as little inconvenience and delay as possible. The Contractor shall permit such forces passage through the work to transport materials and equipment to the site of their operations.

The landfill operating hours are from 7:00 A.M. to 4:00 P.M. daily except for the following holidays; New Years, Easter, 4th of July, Thanksgiving, and Christmas. Arrangements to access the site outside of these hours can be coordinated with Butte County Department of Public Works.

In lieu of the conflicting provisions in Section 8-1.10, full compensation for conforming to the above requirements or for any delay or inconvenience to the Contractor's operations by reason of his conformance with such requirements, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

4. PROGRESS SCHEDULE

Progress schedules will be required for this Contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

Full compensation for furnishing the progress schedule and monthly progress schedule updates will be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

5. EXISTING LANDFILL FACILITIES

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

Existing environmental systems are present at Neal Road Landfill. Groundwater monitoring wells, above ground LCRS piping and lysimeters are shown on the PLANS. **The environmental systems must not be damaged by the CONTRACTOR'S operations and must be accessible at all times.** The CONTRACTOR shall coordinate and obtain approval for the movement, replacement, installation, or decommissioning of any part of the environmental monitoring system with the County.

6. OBSTRUCTIONS

Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities," and 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

<u>NOTIFICATION CENTER</u>	<u>TELEPHONE</u>
Underground Service Alert Northern California (USA)	1-800-227-2600 1-800-642-2444

The contract work shall be so conducted as to permit utility companies to maintain their services without interruption. Abandoned utility pipelines, telephone cables, and conduits, if encountered, shall be removed and disposed of off the job site. Attention is directed to the existence of storm drain and utility facilities, which are to remain and which are located within the area of work. The Contractor shall locate these facilities, work around them and protect them from damage during the course of his construction. Should the Contractor damage any of the existing facilities, they will be repaired and/or replaced immediately, any costs for repair and/or replacement shall be borne by the Contractor.

In lieu of conflicting provisions of Section 8-1.10, full compensation for conforming to the above requirements or for delay or inconvenience to the Contractor's operations by reason of his conformance with such requirements, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

7. MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

The Contractor, at his own expense, shall furnish, erect and maintain within or adjacent to the limits of work, such construction supplemental warning and directional signs, lights and/or barricades as ordered by the Engineer.

In lieu of payment as extra work as specified in Section 7-1.08, "Public Convenience," the cost of furnishing, installing, maintaining, and removing signs and sign covers, the cost of accommodating landfill traffic prior to commencing and during construction operations, the cost of furnishing flagmen, installing and maintaining lights, flares, barricades and other facilities for the safety, sole convenience and direction of the landfill traffic through and around the work area, all as determined by the Engineer shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed therefore.

In lieu of Section 12-2.02, "Flagging Costs," the cost of furnishing all flagmen and guards to provide for passage of public traffic through the work under the provisions in Section 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety," shall be considered as included in the contract prices paid for the various items of work and no partial separate payment will be allowed therefore.

8. SAFETY

Site Health and Safety Plan: The work at the landfill is within a zone of potential landfill leachate and landfill gas migration. The Contractor is responsible for site health and safety for his employees. The county will make available to the selected Contractor all relevant laboratory analysis of landfill gas and landfill leachate recorded at the site upon request. Within 15 days of starting work, the Contractor shall prepare a Site Health and Safety Plan, and provide a copy of this Plan to the County for informational purposes only. The Site Health and Safety Plan shall be prepared in accordance with applicable provisions of OSHA regulations 29 CFR 1910.120 and 1926, and "A Compilation of Landfill Gas Field Practices and Procedures", prepared by SWANA Landfill Gas Division, dated March 1992. Submittal of a Site Health and Safety Plan shall be considered as included various items of work and no separate payment will be made therefore.

9. WATER POLLUTION CONTROL

The Contractor shall prepare a storm water pollution prevention plan based upon the requirements outlined in Section 7-1.01G, "Water Pollution", of the Standard Specifications.

This project lies within the boundaries of the Central Valley Regional Water Quality Control Board (RWQCB).

The State Water Resources Control Board (SWRCB) has issued to the Department a permit that governs storm water and non-storm water discharges from the Department's properties, facilities, and activities. The Department's permit is entitled "Order No. 99 - 06 - DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans)." Copies of the Department's permit are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254, and may also be obtained at:

<http://www.swrcb.ca.gov/stormwtr/caltrans.html>

The Department's permit references and incorporates by reference the current statewide general permit issued by the SWRCB entitled "Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Runoff Associated with Construction Activity" that regulates discharges of storm water and non-storm water from construction activities disturbing 0.4-hectare or more of soil in a common plan of development. Sampling and analysis requirements as specified in SWRCB Resolution No. 2001-46 are added to the statewide general permit. Copies of the statewide permit and modifications thereto are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I"

Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254 and may also be obtained at:

<http://www.swrcb.ca.gov/stormwtr/construction.html>
<http://www.swrcb.ca.gov>

The Central Valley RWQCB has issued a permit which governs storm water and non-storm water discharges resulting from construction activities in the project area. The RWQCB Permit is entitled: "National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000001." Copies of the RWQCB Permit are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254 and may also be obtained from the SWRCB Internet website at: <http://www.swrcb.ca.gov/stormwtr/construction.html>.

The NPDES permits that regulate this project, as referenced above, are collectively referred to in this section as the "permits." This project shall conform to the permits and modifications thereto.

The Contractor shall maintain copies of the permits at the project site and shall make them available during construction. The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Contractor shall be responsible for penalties assessed on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in "Water Pollution Control" of these special provisions or with the applicable provisions of the Federal, State, and local regulations and requirements.

Penalties as used in this section shall include fines, penalties, and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

The Contractor may obtain other National Pollutant Discharge Elimination System (NPDES) permits that apply to activities and mobile operations within or outside of the project limits including asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards, or access roads.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and its addenda in effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at:
<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

Before the start of job site activities, the Contractor shall provide training for project managers, supervisory personnel, and employees involved with water pollution control work. The training shall include:

- A. Rules and regulations
- B. Implementation and maintenance for:
 - 1. Temporary Soil Stabilization
 - 2. Temporary Sediment Control
 - 3. Wind Erosion Control

The Contractor shall designate in writing a Water Pollution Control Manager (WPCM). The Contractor shall submit a statement of qualifications describing the training, work history, and expertise of the proposed WPCM. The qualifications shall include either:

- A. A minimum of 24 hours of approved storm water management training.
- B. Certification as a Certified Professional in Erosion and Sediment Control (CPESC).

The WPCM shall be:

- A. Responsible for water pollution control work.
- B. The primary contact for water pollution control work.
- C. Have authority to mobilize crews to make immediate repairs to water pollution control practices.

The Contractor may designate one manager to prepare the SWPPP and a different manager to implement the plan. The WPCP preparer shall meet the training requirements for the WPCM.

10. STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for approval. The SWPPP shall conform to the requirements in the Preparation Manual, the NPDES permit, and these special provisions. The SWPPP shall be submitted in place of the water pollution control program required by the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications.

The SWPPP shall include water pollution control practices:

- A. For storm water and non-storm water from areas outside of the job site related to construction activities for this contract such as:
 - 1. Staging areas.
 - 2. Storage yards.
 - 3. Access roads.
- B. Appropriate for each season as described in "Implementation Requirements" of these special provisions.

C. For activities or mobile operations related to all NPDES permits.

The SWPPP shall include a schedule that:

- A. Describes when work activities that could cause water pollution will be performed.
- B. Identifies soil stabilization and sediment control practices for disturbed soil area.
- C. Includes dates when these practices will be 25, 50, and 100 percent complete.
- D. Shows 100 percent completion of these practices before the rainy season.

The SWPPP shall include the following temporary water pollution control practices. Payment for these Water Pollution Control Practices shall be included in the item "Water Pollution Control" and no separate payment will be made therefore.

A. Temporary Sediment Control

- 1. Silt Fence
- 2. Stockpile containment berm

B. Temporary Soil Stabilization

- 1. Straw Mulch
- 2. Hydroseeding

C. Wind Erosion Control

- 1. Construction Site Management

D. Non-Storm Water Management

- 1. Construction Site Management

E. Waste Management and Materials Pollution Control

- 1. Construction Site Management

Within 20 days after contract approval, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Contractor shall allow 20 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete SWPPP is resubmitted. When the Engineer approves the SWPPP, the Contractor shall submit 3 copies of the approved SWPPP to the Engineer. The Contractor may proceed with construction activities if the Engineer conditionally approves the SWPPP while minor revisions are being completed. If the Engineer fails to complete the review within the time allowed and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay, the Contractor will be compensated for resulting losses, and an extension of time will be granted, as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The SWPPP shall include a copy of the California State Reclamation Board permit.

The Contractor shall not perform work that may cause water pollution until the SWPPP has been approved by the Engineer. The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.

The Contractor shall amend the SWPPP annually and shall resubmit it to the Engineer 25 days before the defined rainy season.

If there is a change in construction schedule or activities, the Contractor shall prepare an amendment to the SWPPP to identify additional or revised water pollution control practices. The Contractor shall submit the amendment to the Engineer for review within a time agreed to by the Engineer not to exceed the number of days specified for the initial submittal of the SWPPP. The Engineer will review the amendment within the same time allotted for the review of the initial submittal of the SWPPP.

If directed by the Engineer or requested in writing by the Contractor and approved by the Engineer, changes to the water pollution control work specified in these special provisions will be allowed. Changes may include addition of new water pollution control practices. The Contractor shall incorporate these changes in the SWPPP. Additional water pollution control work will be paid for as extra work in accordance with Section 4-1.03, "Extra work," of the Standard Specifications.

The Contractor shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the Engineer.

SAMPLING AND ANALYSIS

The Contractor shall include a Sampling and Analysis Plan (SAP) in the SWPPP to monitor the effectiveness of the water pollution control practices. The Contractor shall prepare the SAP in conformance with the Preparation Manual.

The Contractor shall designate trained personnel to collect water quality samples. The personnel and training shall be documented in the SAP. Training shall consist of the following elements:

- A. SAP review,
- B. Health and safety review, and
- C. Sampling simulations.

In the SAP the Contractor shall describe the following water quality sampling procedures:

- A. Sampling preparation,
- B. Collection,
- C. Quality assurance and quality control,
- D. Sample labeling,
- E. Collection documentation,
- F. Sample shipping,
- G. Chain of custody,
- H. Sample numbering, and
- I. Precautions from the construction site health and safety plan.

The Contractor shall document sample collection during precipitation.

Samples to be analyzed in the field shall be taken by the Contractor's designated sampling personnel using collection and analysis methods, and equipment calibration specified by the manufacturer of the sampling equipment. Samples to be analyzed by a laboratory, shall be sampled, preserved, and analyzed by a State-certified laboratory in conformance with the requirements in 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants." The Contractor shall identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method in the SAP. A list of State-certified laboratories that are approved by the Department is available at:

<http://www.dhs.ca.gov/ps/ls/ELAP/html/lablist.htm>

Sediment and Turbidity

The Contractor shall develop the SAP schedule so that water quality samples are taken within 2 hours of discharge from precipitation during daylight hours (sunrise to sunset), regardless of the time of year, day of the week, or condition of the construction site. If precipitation occurs again after at least 72 hours of dry weather the Contractor shall take new samples, however, sampling will not be required more than 4 times in 30 days.

The Contractor shall identify locations for collecting water quality samples and the reason for their selection. Sampling locations shall also be shown on the SWPPP Water Pollution Control Drawings. The sampling locations shall include:

- A. Upstream from direct discharges from the construction site,
- B. Immediately downstream from the last point of direct discharge from the construction site, and
- C. Immediately downhill from the locations where water flows onto the right of way.

The Contractor shall specify in the SAP that for discharges into bodies of water listed as impaired due to sedimentation/siltation, samples will be analyzed for both settleable solids in accordance with the requirements of EPA Test Method 160.5, and total suspended solids in accordance with EPA Test Method 160.2; or for suspended sediment concentration in accordance with the requirements in ASTM Designation: D 3977.

For discharges to 303(d) bodies of water listed as impaired due to turbidity the Contractor shall specify in the SAP that samples will be analyzed for turbidity in accordance with the requirements in EPA Test Method 180.1.

Non-Visible Pollutants

This project has the potential to discharge non-visible pollutants in storm water from the construction site. The Contractor shall include in the SAP a description of the sampling and analysis strategy to be implemented on the project for monitoring non-visible pollutants.

In the SAP the Contractor shall identify potential non-visible pollutants that will be present on the construction site associated with the following:

- A. Construction materials and wastes;
- B. Existing contamination due to historical site usage; or
- C. Application of soil amendments, including soil stabilization products, with the potential to alter pH or contribute toxic pollutants to storm water.

The Contractor shall show the locations planned for storage and use of the potential non-visible pollutants on the SWPPP Water Pollution Control Drawings.

The Contractor shall include in the SAP the following list of conditions that require sampling when observed during a storm water inspection:

A. Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions.

B. Materials or wastes containing potential non-visible pollutants are stored under watertight conditions, but:

1. A breach, leakage, malfunction, or spill is observed;
2. The leak or spill has not been cleaned up before precipitation; and
3. There is the potential for discharge of non-visible pollutants to surface waters or drainage system.

C. Construction activities; such as application of fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound; have occurred during precipitation or within 24 hours preceding precipitation, and have the potential to discharge pollutants to surface waters or drainage system.

D. Soil amendments, including soil stabilization products, with the potential to alter pH levels or contribute toxic pollutants to storm water runoff have been applied, and have the potential to discharge pollutants to surface waters or drainage system (unless independent test data are available that demonstrate acceptable concentrations of nonvisible pollutants in the soil amendment).

E. Storm water runoff from an area contaminated by historical usage of the site has the potential to discharge pollutants to surface waters or drainage system.

The Contractor shall describe in the SAP the schedule for collecting a sample downhill from each non-visible pollutant source and an uncontaminated control sample, during the first 2 hours of discharge from precipitation during daylight hours that result in enough discharge for sample collection. If discharge flows to the non-visible pollutant source, a sample shall be collected immediately downhill from where the discharge enters the Department's right of way. If precipitation occurs again after at least 72 hours of dry weather the Contractor shall take new samples.

In the SAP the Contractor shall identify sampling locations for collecting downstream and control samples, and the reason for their selection. The control sampling location shall be selected so the sample does not come into contact with materials, wastes or areas associated with potential non-visible pollutants or disturbed soil areas. The Contractor shall show non-visible pollutant sampling locations on the SWPPP Water Pollution Control Drawings.

The Contractor shall identify in the SAP the analytical method to be used for downhill and control samples for potential non-visible pollutants on the project.

Analytical Results and Evaluation

The Contractor shall submit a hard copy and electronic copy of water quality analytical results, and quality assurance and quality control data to the Engineer within 5 days of sampling for field analyses, and within 30 days for laboratory analyses. The Contractor shall also provide an evaluation of whether the downhill samples show levels of the tested parameter higher than in the control sample. If downhill

or downstream samples show increased levels, the Contractor will assess the water pollution control measures, site conditions, and surrounding influences to determine the probable cause for the increase. As determined by the assessment, the Contractor will repair or modify water pollution control measures to address increases and amend the SWPPP as necessary. Electronic results (in one of the following file formats: .xls, .txt, .csv, .dbs, or .mdb) shall have the following information:

- A. Sample identification number.
- B. Contract number.
- C. Constituent.
- D. Reported value.
- E. Analytical method.
- F. Method detection limit.
- G. Reported limit.

The Contractor shall maintain the water quality sampling documentation and analytical results with the SWPPP on the project site.

If construction activities or knowledge of site conditions change such that discharges or sampling locations change, the Contractor shall amend the SAP in conformance with this section, "Water Pollution Control."

IMPLEMENTATION REQUIREMENTS

The Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP, the deficiency shall be corrected immediately, unless an agreed date for correction is approved in writing by the Engineer. The deficiency shall be corrected before the onset of precipitation. If the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting deficiencies from payments.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of work until the project complies with the requirements of this section.

Year-Round

The Contractor shall monitor the National Weather Service weather forecast on a daily basis during the contract. The Contractor may use an alternative weather forecasting service if approved by the Engineer. Appropriate water pollution control practices shall be in place before precipitation.

The Contractor may discontinue earthwork operations for a disturbed area for up to 21 days and the disturbed soil area will still be considered active. When earthwork operations in the disturbed area have been completed, the Contractor shall implement appropriate water pollution control practices within 15 days, or before predicted precipitation, whichever occurs first.

Rainy Season

The Contractor shall provide soil stabilization and sediment control practices during the rainy season between October 15 and April 15.

The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days before the start of the rainy season.

During the defined rainy season, the active disturbed soil area of the project site shall be not more than 2 hectares. The Engineer may approve expansions of the active disturbed soil area limit if requested in writing. The Contractor shall maintain soil stabilization and sediment control materials on site to protect disturbed soil areas.

INSPECTION AND MAINTENANCE

The WPCM shall inspect the water pollution control practices identified in the SWPPP as follows:

- A. Before a forecasted storm,
- B. After precipitation that causes site runoff,
- C. At 24-hour intervals during extended precipitation,
- D. On a predetermined schedule, a minimum of once every 2 weeks outside of the defined rainy season, and
- E. On a predetermined schedule, a minimum of once a week during the defined rainy season.

The WPCM shall oversee the maintenance of the water pollution control practices.

The WPCM shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. A copy of the completed site inspection checklist shall be submitted to the Engineer within 24 hours of finishing the inspection.

The Contractor may request approval from the Engineer to suspend inspections of water pollution control practices after work except plant establishment is complete. The Engineer's approval is contingent on approval from the Regional Water Quality Control Board. The Contractor shall not suspend inspections until written approval from the Engineer is received.

REPORTING REQUIREMENTS

If the Contractor identifies discharges into surface waters or drainage systems causing or potentially causing pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge, notice or order. The report shall include the following information:

- A. The date, time, location, and nature of the operation, type of discharge and quantity, and the cause of the notice or order.
- B. The water pollution control practices used before the discharge, or before receiving the notice or order.
- C. The date of placement and type of additional or altered water pollution control practices placed after the discharge, or after receiving the notice or order.
- D. A maintenance schedule for affected water pollution control practices.

Annual Certifications

By June 15 of each year, the Contractor shall complete and submit to the Engineer an Annual Certification of Compliance, as contained in the Preparation Manual.

PAYMENT

During each estimate period the Contractor fails to conform to the provisions in this section, "Water Pollution Control," or fails to implement the water pollution control practices shown on the plans or specified elsewhere in these special provisions as items of work, the Department will withhold 25 percent of the progress payment.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract. The Department will return performance-failure withholds in the progress payment following the correction of noncompliance.

The contract lump sum price paid for Prepare Storm Water Pollution Prevention Plan, Bid Item No. 4, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 50 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly progress estimate.
- B. Forty percent of the contract item price for prepare storm water pollution prevention plan will be paid over the life of the contract.
- C. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 10 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07A, "Payment Prior to Proposed Final Estimate."

Storm water sampling and analysis will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. No payment will be made for the preparation, collection, analysis, and reporting of storm water samples where appropriate water pollution control practices are not implemented before precipitation or if a failure of a water pollution control practice is not corrected before precipitation.

Water pollution control practices shall be paid for under the contract item, "Water Pollution Control" and no separate payment will be made therefore.

10-1 CONSTRUCTION SITE MANAGEMENT

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

Attention is directed to "Water Pollution Control" of these special provisions regarding the Contractor's appointment of a water pollution control manager (WPCM) for the project.

The Contractor shall train all employees and subcontractors regarding:

- A. Material pollution prevention and control;
- B. Waste management;
- C. Non-storm water management;
- D. Identifying and handling hazardous substances; and
- E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Nonhazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected by the WPCM on a frequent, predetermined schedule and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

(1) SPILL PREVENTION AND CONTROL

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

- A. Containing the spread of the spill,
- B. Recovering the spilled material using absorption,
- C. Cleaning the contaminated area, and
- D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

- A. Containing the spread of the spill;
- B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
- C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;

- D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
- E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

- A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
- B. Notify the Engineer and follow up with a written report;
- C. Obtain the services of a spills contractor or hazardous material team immediately;
- D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
- E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
- F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
- G. Notify other agencies as appropriate, including:

- 1. Fire Department,
- 2. Public Works Department,
- 3. Coast Guard,
- 4. Highway Patrol,
- 5. City Police or County Sheriff Department,
- 6. Department of Toxic Substances,
- 7. California Division of Oil and Gas,
- 8. Cal OSHA, or
- 9. Regional Water Resources Control Board.

The WPCM shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the Contractor's WPCM who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water. The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

(2) MATERIAL MANAGEMENT

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

- A. Hazardous chemicals including:
 - 1. Acids,
 - 2. Lime,
 - 3. Glues,
 - 4. Adhesives,
 - 5. Paints,
 - 6. Solvents, and

- 7. Curing compounds;
- B. Soil stabilizers and binders;
- C. Fertilizers;
- D. Detergents;
- E. Plaster;
- F. Petroleum products including:
 - 1. Fuel,
 - 2. Oil, and
 - 3. Grease;
- G. Asphalt components and concrete components; and
- H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Material Storage

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities. Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these special provisions, unless testing determines them to be nonhazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility. Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately. The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

Stockpile Management

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with soil stabilization measures, earthen soil berm and linear sediment barrier as shown on the plans when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with soil stabilization measures at all times during the rainy season. An earthen soil berm and linear sediment barrier around the perimeter of the stockpile shall also be used as shown on the plans.

During the non-rainy season soil stockpiles shall be protected with an earthen soil berm and linear sediment barrier as shown on the plans. The Contractor shall control wind erosion during dry weather as provided in Section 10, "Dust Control," of the Standard Specifications.

The Contractor shall repair or replace linear sediment barriers and the earthen soil berm as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

(3) WASTE MANAGEMENT

Solid Waste

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm draingrates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The WPCM shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

- A. Petroleum products,

- B. Asphalt products,
- C. Concrete curing compound,
- D. Pesticides,
- E. Acids,
- F. Paints,
- G. Stains,
- H. Solvents,
- I. Wood preservatives,
- J. Roofing tar, and
- K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these special provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The WPCM shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the Department of Health Services (DHS) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from nonhazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these special provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

Contaminated Soil

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

- A. Berms,
- B. Cofferdams,
- C. Grout curtains,
- D. Freeze walls, or
- E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the DHS. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as a hazardous waste.

Sanitary and Septic Waste

Wastewater from sanitary or septic systems shall not be discharged or buried onsite. The WPCM shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly.

(4) NON-STORM WATER MANAGEMENT

Water Control and Conservation

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

Illegal Connection and Discharge Detection and Reporting

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered.

The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

- A. Debris or trash piles,
- B. Staining or discoloration on pavement or soils,
- C. Pungent odors coming from drainage systems,
- D. Discoloration or oily sheen on water,
- E. Stains or residue in ditches, channels or drain boxes,
- F. Abnormal water flow during dry weather,
- G. Excessive sediment deposits,
- H. Nonstandard drainage junction structures, or
- I. Broken concrete or other disturbances near junction structures.

Vehicle and Equipment Cleaning

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

- A. Located at least 50 Ft from storm drainage systems or watercourses,
- B. Paved with asphalt concrete or portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

Vehicle and Equipment Fueling and Maintenance

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 Ft from drainage inlets or watercourses. The WPCM shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface. Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery

fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

(5) DEWATERING

Dewatering shall consist of discharging accumulated storm water from the excavation. The Contractor shall discharge water within the limits of the project.

Dewatering discharge shall not cause erosion, scour, or sedimentary deposits that impact the onsite storm water sedimentation basin and wetlands.

The Contractor shall conduct dewatering activities in accordance with the Field Guide for Construction Dewatering available at:

<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

Before dewatering the Contractor shall submit a Dewatering and Discharge Plan to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control," of these special provisions. At a minimum, the Dewatering and Discharge Plan shall include the following:

- A. A title sheet and table of contents;
- B. A description of the dewatering and discharge operations detailing the locations, quantity of water, equipment, and discharge point;
- C. The estimated schedule for dewatering and discharge (begin and end dates, intermittent or continuous);
- D. Discharge alternatives such as dust control or percolation; and
- E. Visual monitoring procedures with inspection log.

The Contractor shall not discharge storm water or non-storm water that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface and shall notify the Engineer immediately upon discovery. If water cannot be discharged within the project limits due to site constraints it shall be disposed of in the same manner specified for material in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

(6) PAYMENT

The contract lump sum price paid for Construction Site Management shall be included in the item Water Pollution Control, Bid Item No. 5, and include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, and handling as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

11. WATER SUPPLY

Watering shall conform to the provisions in Section 10, "Dust Control," and Section 17, "Watering," of the Standard Specifications and these special provisions.

Construction water shall be obtained from Cal Water or Durham Irrigation District at the nearest location. The Contractor may make arrangements with the Butte County Public Works Department.

(1) PAYMENT

Full compensation for developing the water supply and applying water for all various phases of work requiring water, including applying water for dust control, as specified in the Standard Specifications and these special provisions shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

12. CLEARING AND GRUBBING

Clearing and Grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

(1) MEASUREMENT

Measurement for Clearing and Grubbing shall be lump sum.

(2) PAYMENT

Payment for Clearing and Grubbing (Bid Item No 1): shall include full compensation for labor, equipment, materials, tool and incidentals and for all work involved in conforming to the requirements of this section and the Standard Specifications and no additional payment will be made therefore.

13. MOBILIZATION/DEMOBILIZATION

Mobilization shall consist of preparatory work and operations, but shall not be limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices and other facilities for work on the project. Mobilization shall also include moving of equipment, buildings, supplies and incidentals off of the project site at the completion of each phase of work or termination of this contract. Materials shall consist of construction materials, equipment, buildings, and tools transported to the project site in order to perform the contract work.

(1) MEASUREMENT

Mobilization/Demobilization Measurement for mobilization shall be lump sum.

(2) PAYMENT

Payment for Mobilization / Demobilization (Bid Item 2) shall be in accordance with Section 11 "Mobilization," of the Caltrans Standard Specifications, May 2006.

14. SURVEYING

(1) COUNTY SURVEYING

The County will provide survey control benchmarks for the Contractor's use at the beginning of the project. At the County's discretion, the County may perform independent verification surveys.

(2) CONTRACTOR'S SURVEYOR

The Contractor is required to use a surveyor licensed in the State of California to provide field engineering and surveying services as required for layout and construction of the project and to provide as-built Drawings, both hard copies and electronic files, of the completed project. The Contractor's surveyor shall:

1. Locate existing features,
2. Provide construction stake out.
3. Perform preliminary topographic survey of the excavation area along all grade breaks,
4. Perform final topographic survey of the excavation area along all grade breaks for measurement and payment for the work,
5. Create and provide final Record Drawings,
6. Provide surveys for measurement and payment for the work.

Each As-built drawing shall be submitted in a hard copy format and AutoCad 2007 or 2009 compatible format. Each As-built drawing shall show the As-built and design elevations for each point surveyed and As-built elevation contours at a 2-foot interval. Each As-built shall show the scale and a north arrow. The Contractor will be responsible for establishing lines and grades in the field and will be responsible for maintaining County established survey benchmarks. The Contractor shall replace any damaged benchmarks at no cost to the County.

(3) CONTRACTOR SUBMITTALS

15 days prior to starting contract work, submit the following items to the County for review:

1. Qualifications of Surveyor: Submit surveyor's name, State license number, and qualifications.
2. Project Record Documents: Upon Substantial Completion of the Work, deliver record documents to County. Final payment will not be made until satisfactory record documents are received by County. Accompany record documents with transmittal letter containing:
 - a. Date.
 - b. Project title and number.
 - c. Contractor's name and address.