## STORMWATER POLLUTION CONTROL

1. It is anticipated that the project will disturb Choose an item therefore the Contractor is required to prepare, submit, and implement Choose an item in accordance with the Choose an item at Contractors expense. The Choose an item included in the submittal package. No work shall commence until review and approval by the County Representative. The Contractor is still required to make an independent determination of the level of Stormwater Pollution Control legally required. If conditions change after bid opening, the Contractor shall notify the Engineer immediately upon discovery. The Contractor shall adhere to all requirements listed in the General Provisions, Section M, of these specifications for Storm Water Pollution Prevention. The Contractor shall know and fully comply with the applicable provisions of the Federal, State, and local regulations that govern your operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Work shall include all labor, materials, equipment, submittals and testing necessary to comply with federal, state, and local law.

Full compensation for complying with the Stormwater Pollution Control Program, following all laws, rules and regulations for conforming to the provisions herein specified and doing all work involved with the development, implementation, and reporting required shall be considered as included in the contract price and paid per lump sum for the various bid items, and no separate payment will be made.

1. The Contractor shall use [the MCSTOPPP Erosion and Sediment Control Plan Applicant Package](https://secureservercdn.net/198.71.233.185/hx9.6b8.myftpupload.com/wp-content/uploads/2020/09/mcstoppp-erosion-and-sediment-control-plan-applicant-package.pdf) or the [CASQA Stormwater Pollution Prevention Plan (SWPPP) template](https://www.casqa.org/resources/bmp-handbooks/construction), whichever is applicable, to prepare their plan. The County can provide plan templates and the CASQA BMP Handbook upon request.
2. The Contractor shall reference details in their Plan and adhere to all applicable Best Management Requirements (BMPs) as described in:

* + - 1. MCSTOPPP Minimum Control Measures For Small Construction Projects

<https://www.marincounty.org/~/media/files/departments/pw/mcstoppp/development/erosionsediment-control-measures-for-small-construction-projects-_2015.pdf?la=en>

2. The CASQA (CA Stormwater Quality Association) Construction BMP Handbook, current edition: <https://www.casqa.org/resources/bmp-handbooks>

1. Unless arrangements for disturbance of areas outside the project limits are made by the County and made part of the contract, it is expressly agreed that the County assumes no responsibility whatsoever to the Contractor or any property owner with respect to any arrangements made between the Contractor and a property owner to allow disturbance of areas outside the project limits. The Contractor is responsible to ensure that offsite areas used by the Contractor, including disposal sites, have all regulatory permit coverage required.

In accordance with [Marin County Ordinance Title 23 Natural Resources- Chapter 23.18 Urban Runoff Pollution Prevention](https://library.municode.com/ca/marin_county/codes/municipal_code?nodeId=TIT23NARE_CH23.18STRUPOPR), under no circumstances, shall prohibited non-stormwater discharges be allowed to enter the storm drain system or other drainage courses. These include, but are not limited to concrete wash water, water from grinding or sealing operations, material from striping and pavement marking removal, or water with sediment or any other contaminant. See the specific CASQA Construction BMP Handbook BMP Fact Sheets for details and management of discharges from activities that generate water.

1. Training: Contractor must train employees/subcontractors on the stormwater pollution prevention requirements contained in these provisions.  The Contractor must inform all subcontractors of the water pollution prevention contract requirements and must include appropriate subcontract provisions to ensure that these requirements are met.
2. Implementation of the Contractor’s Erosion and Sediment Control Plan (ESCP) or Storm Water Pollution Prevention Plan (SWPPP) will be inspected by the County. The County will evaluate whether BMPs are effective and maintained in a manner consistent with the CASQA BMP Handbook to prevent discharge of pollutants into receiving water bodies. Any required action shall be made immediately, to the satisfaction of the County Representative, at no additional costs to the County. Failure to comply with this provision is subject to the retention of funds in Section G.
3. Retention of Funds for Non-Compliance: Retention of funds for failure to comply with the provisions in this section, "Stormwater Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained from the Contractor for failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved ESCP or SWPPP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the County Representative.

During the first estimate period that the Contractor failed to comply to the provisions in this section, "Stormwater Pollution Control," the County may retain an amount up to 25 percent of the estimated value of the total contract.

1. Penalties and Fines: Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Contractor or the County, 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 applicable laws, regulations, or requirements.  Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the County may retain money due to the Contractor under the contract, in an amount determined by the County, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor’s violation of the Permit, or Federal or State law, regulations or requirements or nonconformance with the CASQA BMP Handbook. Funds may be retained by the County until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

When a regulatory agency identifies a failure to comply with the Permit and modifications thereto, or other Federal, State or local requirements, the County may retain money due to the Contractor, subject to the following:

1. The County will give the Contractor 5 working days notice of the County’s intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
2. If the County has retained funds, and it is subsequently determined that the County is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the County shall be liable for interest on the amount retained for the period of the retention. the interest rate payable shall be based on the Consumer Price Index for the San Francisco Bay Area but not to exceed 3% per annum.

## SECTION 10.03 - SITE IMPROVEMENTS

Permanent stormwater facilities to be constructed to plan and in accordance with BASMAA Post Construction Manual, dated January 2019, or current edition. County will provide inspection per Appendix B ‘Bioretention Facility Construction Inspection Checklist’:

<https://www.marincounty.org/-/media/files/departments/pw/mcstoppp/development/basmaa-postconstruction-manual.pdf?la=en>