

## SECTION 015723

### STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. This Section includes the following:

1. Provide all material, labor, and services necessary to: comply with the State of California Construction General Permit Order 2022-0057-DWQ (CGP); implement the Project Storm Water Pollution Prevention Plan (SWPPP); and install and maintain appropriate Best Management Practices (BMP) according to the SWPPP and California Stormwater Quality Association (CASQA) Construction BMP Handbook.
2. Retain a certified Qualified SWPPP Practitioner (QSP) to implement all Construction Site Monitoring Program (CSMP) elements of the SWPPP, or delegate appropriate roles to the trained Contractor.
3. Complete and maintain all inspections, sampling, weather monitoring, and recordkeeping required by the CGP, commensurate with a Risk Level 1 SWPPP.
4. Ensure that all conditions are met for SWPPP termination including, but not limited to: fully stabilizing all disturbed areas of the site; removing temporary BMPs, construction materials, and equipment; cleaning the site of any storm water pollutants within 90-days of completing outdoor construction activities; and notifying Owner and QSD of acceptable termination conditions.
5. If Contractor will dewater the site via pump or siphon that will result in discharge outside of the Owner's property, Contractor is required to submit a Notice of Intent (NOI) under the California Regional Water Quality Control Board (CRWQCB), Central Valley Region, Order R5-2022-0006-02/NPDES CAG995002 for Waste Discharge Requirements for Limited Threat Discharges to Surface Waters (Limited Threat General Order) and receive an approved Notice of Applicability (NOA) from the Executive Office. Contractor shall be solely responsible for fees, implementation, compliance, termination, and fines related to the Limited Threat General Order.
6. All Contract requirements in Division 00 and 01 specifications.

B. This Section does not include:

1. The Owner shall retain a Qualified SWPPP Developer (QSD) to prepare the SWPPP document.
2. The Owner shall submit the Notice of Intent (NOI), SWPPP, Changes of Information (COI), and Annual Reports, Notice of Termination (NOT) to the SWRCB on SMARTS.
3. The Owner shall complete all required QSD inspections.
4. The Owner shall pay the NOI application fee and annual renewal fees.
5. The Owner shall maintain the role of LRP and all responsibilities associated, except where those responsibilities are assigned to the Contractor within these specifications.
6. The Owner shall complete online digital certification of online reporting on SMARTS
7. After the Contractor has met all conditions for SWPPP termination, Owner shall complete the NOT and obtain approval from SWRCB. If the NOT is returned by SWRCB due to unacceptable site conditions, Contractor shall implement any redresses specified by the SWRCB.
8. Owner shall ensure that the Project design has incorporated all post-construction requirements specified by the CGP, MS4 permittee, and local agency stormwater regulations.

C. Acronyms:

1. BMP Best Management Practices

- |     |        |  |
|-----|--------|--|
| 2.  | CGP    | Construction General Permit                                |
| 3.  | CSMP   | Construction Site Monitoring Program                       |
| 4.  | CASQA  | California Stormwater Quality Association                  |
| 5.  | EPA    | Environmental Protection Agency                            |
| 6.  | ELAP   | Environmental Laboratory Accreditation Program             |
| 7.  | NOI    | Notice of Intent   |
| 8.  | NOT    | Notice of Termination                                      |
| 9.  | COI    | Change of Information                                      |
| 10. | MS4    | Municipal Separate Storm Sewer System                      |
| 11. | NPDES  | National Pollution Discharge Elimination System            |
| 12. | QSD    | Qualified SWPPP Developer                                  |
| 13. | QSP    | Qualified SWPPP Practitioner                               |
| 14. | LRP    | Legally Responsible Person                                 |
| 15. | PRD    | Permit Registration Documents                              |
| 16. | SMARTS | Stormwater Multiple Application and Report Tracking System |
| 17. | SWPPP  | Storm Water Pollution Prevention Plan                      |
| 18. | SWRCB  | State Water Resources Control Board                        |
| 19. | RWQCB  | Regional Water Quality Control Board                       |

## 1.2 REFERENCES

- A. Construction General Permit:
  - 1. 2022-0057-DWQ Construction General Permit
  - 2. [https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/construction/general\\_permit\\_reissuance.html](https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction/general_permit_reissuance.html)
- B. Project SWPPP Document
  - 1. Available on SMARTS once approved by SWRCB
  - 2. Available by request from the Owner.
- C. CASQA Construction BMP Handbook:
  - 1. <https://www.casqa.org/resources/bmp-handbooks>
  - 2. Appendix G of the Project SWPPP.
- D. Order R5-2022-0006-02/NPDES CAG995002 for Waste Discharge Requirements for Limited Threat Discharges to Surface Waters (Limited Threat General Order)
  - 1. [https://www.waterboards.ca.gov/centralvalley/board\\_decisions/adopted\\_orders/general\\_orders/r5-2022-0006-02.pdf](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2022-0006-02.pdf)

## 1.3 RELATED SECTIONS

- A. Section 31 11 00 – Site Clearing
- B. Section 31 20 00 – Earthwork
- C. Section 33 41 00 – Storm Drainage
- D. Section 01 57 00 – Fugitive Dust Control

## 1.4 SUBMITTALS

- A. All submittals shall be in accordance with the submittal requirements of these specifications.
- B. The Contractor shall provide, to the Owner and QSD, the name, certification number, and contact information of their retained QSP within 30 days of starting construction.

- C. The Contractor shall provide to the Owner and QSD, completed training records of QSP delegation to the Contractor within 30 days of starting construction.
- D. The Contractor shall submit to the Owner and QSD the proposed product to be used at the site as soil binder or tackifier for the purposes of erosion control for approval.
- E. The Contractor, QSP, or QSP Delegates shall submit to the Owner and QSD analytical laboratory results from stormwater sampling to the Owner and QSD within 48 hours of receiving analytical results from the laboratory.
- F. The Contractor, QSP, or QSP Delegates shall submit to the Owner and QSD the dewatering field sampling results in the form of the Effluent Sampling Field Log within five days of an NAL exceedance for pH or turbidity.
- G. The Contractor shall provide, to Owner and QSD, documentation of implementing all SWPPP requirements, for each Annual Report, within 30 calendar days of the end of each reporting period (reporting period is July 1 through June 30 of each year), or upon requesting to terminate the Project SWPPP.
- H. Upon request from the Owner or Owner's agents, Contractor shall provide all documentation that is required throughout construction including, but not limited to, CSMP records, sampling records, non-stormwater spill and discharge events, rain logs, QSP-signed inspection reports for delegated reports, and completed QSP delegation training records.

## 1.5 REQUIREMENTS

- A. General:
  - 1. Contractor is responsible for understanding and carrying out all provisions of the SWPPP, CGP, and any requirements from local agencies (except as excluded above in 1.1.B., where Owner responsibilities are specified).
  - 2. The requirements of the CGP, SWPPP, MS4 permittee, and any other local regulations related to stormwater pollution prevention shall be reviewed by Contractor, prior to initiating any ground disturbance or other activities that could lead to stormwater pollution, for a full understanding of the intent, objectives, and implementation.
  - 3. Contractor responsibilities begin immediately upon execution of the contract containing these specifications and continue until the SWPPP has been terminated with SWRCB.
  - 4. Specific requirements include, but are not limited to:
    - a. Daily weather monitoring and record keeping to identify upcoming storm events and required qualifying precipitation event-related inspections.
    - b. Installation of an on-site rain gauge and daily rain gauge reading recording.
    - c. Installation, implementation, and maintenance of BMPs, and prevention of prohibited activities and unauthorized non-stormwater discharges.
    - d. Conducting and reporting to the QSD all non-visible pollutant release sampling and dewatering sampling.
    - e. Ensure that all subcontractors and agents are trained to understand and implement their relevant responsibilities under the CGP, SWPPP, and these specifications.
    - f. Pay any penalties, fines, and corrective action costs resulting from failure to comply with SWPPP, CGP, and local agency requirements, and hold the Owner/LRP harmless from any such failures.
    - g. Ensure that all conditions are met for SWPPP termination including, but not limited to: fully stabilizing all disturbed areas of the site; removing temporary BMPs, construction materials, and equipment; cleaning the site of any storm

- water pollutants; and notifying Owner and QSD of acceptable termination conditions.
5. The SWPPP is an aid to the Contractor in complying with the CGP. CGP requirements shall take precedence over anything contained in the SWPPP, Contractor shall notify the Owner and QSD of any conflicts between the SWPPP and CGP, and no such conflicts shall relieve the Contractor of any responsibilities for execution of these specifications.
  6. See the approved SWPPP for the determined Project risk level. The requirements associated with the project's risk level shall be found in the SWPPP.
- B. Retaining a Qualified SWPPP Practitioner (QSP)
1. The Contractor shall retain a certified QSP who will have responsibility and oversight for the implementation of the CSMP elements of the SWPPP and CGP.
  2. Contractor shall maintain documentation in the on-site SWPPP and digitally that proves a certified QSP conducted oversight of all SWPPP and CGP compliance activities including, but not limited to:
    - a. CSMP inspections, training, weather forecast monitoring and recordkeeping, on-site rain gauge records, non-visible pollutant discharge sampling, and recordkeeping. The responsibilities of the Contractor's QSP are explained in Part 3, Section 3.1 of these SWPPP specifications.
- C. Non-visible pollutant discharge sampling:
1. The Contractor's QSP shall train Contractor staff members on non-visible pollutant observation and sampling procedures of the CGP and Section 7 of the Project SWPPP. The QSP and QSP trained delegates shall conduct non-visible sampling when required by site observations and activities according to the CGP.
  2. The Contractor shall be prepared with a pH field meter and calibration fluid and clean non-visible pollutant sample bottles and preservatives based on the current non-visible pollutants on-site, as identified in Section 7 of the Project SWPPP.
  3. The Contractor shall be prepared to preserve stormwater samples on ice to 4° Celsius immediately after taking stormwater samples and until being driven, picked-up, or shipped to an ELAP certified laboratory.
  4. The Contractor shall pay for all costs related to non-visible pollutant sampling and laboratory analysis.
  5. A QSP-trained and delegated Contractor staff member or the QSP shall:
    - a. Always be available on-site within one hour during site operation hours to conduct non-visible pollutant discharge sampling as required by the CGP.
    - b. Complete the non-visible pollutant sampling procedures identified in Section 7 of the Project SWPPP and according to the CGP immediately after the discovery of exposure of non-visible pollutants to stormwater that have a potential to discharge off-site.
    - c. Take non-visible pollutant samples of effluent from waste dumpsters left uncovered during rainfall during site operation hours that have a potential to discharge off-site.
    - d. Take non-visible pollutant samples of runoff from demolished building materials left uncovered during rainfall during site operation hours that have a potential to discharge off-site.
  6. The Contractor or QSP shall report analytical laboratory results from stormwater sampling to the Owner and QSD within 48 hours of receiving analytical result from the laboratory.
- D. Dewatering permitting and compliance with Limited Threat General Order
1. Contractor is not necessarily required to submit a NOI with the Limited Threat General Order and receive an approved NOA. If Contractor can avoid dewatering operations, dewater areas of the site without resulting in discharge outside of the Owner's property, or have dewatering water pumped into a wastewater disposal truck for authorized disposal, coverage under the Limited Threat General Order is

- not required.
  2. Prior to conducting dewatering operations at any portion of the site via pump or siphon that will result in dewatering water discharge out of the Owner's property, Contractor shall submit a NOI for the Limited Threat General Order to the RWQCB (Central Valley Region) and receive an approved NOA. Contractor is prohibited from conducting dewatering operations until an approved NOA is received. Contractor shall comply with all requirements of the approved NOA related to dewatering discharges.
  3. Contractor shall be solely responsible for fees, implementation, compliance, NOI termination, and fines related to the Limited Threat General Order.
- E. The Contractor shall be responsible for achieving Final Stabilization, as defined by the CGP, for all areas disturbed by Project construction activities in order to terminate the SWPPP within 90-days of completing construction activities, including areas without landscaping plans.
1. The Contractor shall re-establish any existing vegetation disturbed by the Project with the same vegetation type as was disturbed.
  2. The Contractor shall achieve Final Stabilization for all graded areas with no landscaping plan and disturbed pre-existing non-landscaped vegetation disturbed by the Project with either non-vegetative stabilization as defined by the CASQA Construction BMP Handbook or by use of seeding/hydroseeding with a native erosion control seed mix.
- F. The Contractor shall be fully aware of the requirements for the full execution of the SWPPP; the requirements of these specifications for implementing, maintaining, and enforcing the provisions of the SWPPP; and the impact that the SWPPP will have on the operation, prosecution and cost of the work. A submittal of a bid on this project will be considered as prima facie evidence that the Contractor fully comprehends these requirements and impacts and has fully allowed for their effect on this project, both in time and cost. Failure to comply with the CGP is a violation of federal and state law. Contractor hereby agrees to indemnify, defend and hold harmless Owner, its officers, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which Owner, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the negligence or willful misconduct of Owner, its officers, agents or employees. Owner may seek damages from Contractor for delay in completing the Project in accordance herewith, including damage caused by Contractor's failure to comply with Permit requirements.

## 1.6 QUALITY ASSURANCE

- A. Certified SWPPP Professionals:
1. Qualified SWPPP Developer (QSD)
    - a. The Owner shall retain a certified QSD.
    - b. The QSD's name, certification number, and contact information shall be listed within the SWPPP document.
  2. Qualified SWPPP Practitioner (QSP)
    - a. The Contractor shall retain a certified QSP.
    - b. The QSP's name, certification number, and contact information shall be provided to the Project QSD and in the on-site SWPPP.
- B. Regulatory Requirements:
1. Contractor shall comply with the lawful requirements of any applicable municipality, county, drainage district, municipal storm water management program and other local agencies regarding discharges of storm water to separate storm drain system

or other watercourses under their jurisdiction, including but not limited to the following:

- a. EPA Environmental Protection Agency.
  - b. SWRCB State Water Resources Control Board.
  - c. RWQCB Regional Water Quality Control Board.
2. All stormwater compliance shall be in accordance with local regulations:
- a. County of Fresno.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Best Management Practices (BMPs):
1. The Contractor is responsible for the providing and furnishing all BMPs, products, and practices necessary to comply with the SWPPP and CGP. All materials and BMPs shall follow the CASQA Construction BMP Handbook and installed as described within the fact sheets, unless otherwise instructed by a qualified professional.
  2. The Contractor must provide, implement, and carry out all BMPs required to comply with the CGP, regardless of the BMPs contained in the SWPPP, and shall notify Owner and QSD of any conflicts between the SWPPP and CGP.
  3. The Contractor shall comply with the erosion control BMP requirements of the CGP, stating that BMPs must be initialized immediately to temporarily stabilize an area disturbed by construction where construction activities will not be resumed within 14 days (CGP Appendix D Section II.D.f).
  4. Prior to substantially altering BMPs recommended in the SWPPP, Contractor shall notify the Owner and QSD for review of the alternative BMPs and to obtain instructions for documenting the changes.
  5. Contractor shall consult with the QSP to ensure all BMPs are appropriate, feasible, effective, and correctly implemented.
  6. Any materials required for compliance with the Limited Threat General Order and the approved Project NOA, if applicable.

## **PART 3 - EXECUTION**

### **3.1 FIELD QUALITY CONTROL**

- A. Monitoring by the Contractor's QSP:
1. Implement the CSMP and document all records in the SWPPP as required by the CGP, including, but not limited to: weekly, pre-storm, during-storm, post-storm, and quarterly inspections, daily weather monitoring, training of responsible contractor and subcontractor personnel, and incidental non-visible pollutant discharge sampling.
    - a. CSMP inspection reports:
      - 1) The QSP or QSP trained delegates shall include photographs showing all disturbed areas, BMPs, BMP deficiencies, material storage locations, stormwater containment areas, and active construction areas. All photographs shall include comments noting any BMP corrective actions and completed corrective actions.
      - 2) The QSP or QSP trained delegates shall document in their CSMP Inspection reports when all outdoor construction activities have ceased.
    - b. QSP Training Records:
      - 1) The QSP or QSP trained delegates shall administer and document training of contractor and subcontractor staff responsible for BMP implementation, instillation, and maintenance and document it in the SWPPP.
      - 2) If QSP delegates any weekly/during storm inspections and/or non-visible pollutant discharge sampling requirements to Contractor personnel,

QSP shall provide and document training to those personnel.

- a) If CSMP inspection have been delegated, the QSP shall review and sign all documentation completed by the trained QSP delegate.
- c. Weather Monitoring:
  - 1) The QSP or QSP trained delegates shall save records of daily weather monitoring of the nearest NOAA weather station.
  - 2) The QSP or QSP trained delegates shall record the daily on-site rain gauge reading and retain the records for the duration of the Project.
- d. Incidental Non-Visible Pollutant Discharge Sampling:
  - 1) The QSP or QSP trained delegates shall perform any stormwater and non-stormwater sampling, as required by the CGP. If any samples are sent offsite for laboratory analysis, QSP will identify a designated ELAP-certified laboratory and coordinate sample procurement, transportation, analysis, and recordkeeping. If QSP delegates any of these duties to Contractor personnel, QSP shall provide training and document the training in the SWPPP. QSP shall upload sampling results to SMARTS.
- e. The QSP shall consult with the Contractor to understand the construction schedule and identify site areas where erosion control BMPs must be initialized immediately to temporarily stabilize an area disturbed by construction where construction activities will not be resumed within 14 days in accordance with CGP Appendix D Section II.D.f.
2. New CSMP records outlined above in Part 3, Section 3.1.A shall be provided by the QSP to the QSD and Owner on a bi-monthly basis while the SWPPP NOI is active. New CSMP records shall be sent in the first week of odd numbered months.
3. The QSP shall identify required amendments to the SWPPP based on construction activity and notify the QSD and Owner.
4. The QSP shall identify when the site area has achieved "final stabilization" per the CGP definition, and inform the QSD and Owner.
5. The Contractor's QSP shall advise the Contractor on achieving final stabilization of all areas disturbed by the Project within 90-days of outdoor construction activities ceasing. The Contractor shall be responsible for achieving final stabilization, as defined by the CGP, for all areas disturbed by Project activities, including areas without landscaping plans.
6. For the full monitoring requirements refer to the SWPPP and CGP.
- B. Monitoring by Owner
  1. The Owner has the right to monitor and oversee the Contractor's implementation and maintenance of the BMPs and SWPPP.
  2. Should the Owner determine that the Contractor's efforts fail to meet the requirements of the CGP and the SWPPP, the Owner reserves the right to employ any and/or all of the following actions:
    - a. Notify the SWRCB of the perceived failure of the Contractor to comply with the CGP and SWPPP.
    - b. Withhold an amount of money from the Contractor's Payment Request, equal to the Owner's estimate of the value of the work required to implement and maintain the required BMPs, as well as provide the required inspection, training, and testing forms.
    - c. If the SWPPP is not terminated within 90-days of outdoor construction activities ceasing, withhold monies due the Contractor under this Contract, in an amount sufficient to complete the work, pay any additional fees due the State, and close out the SWPPP in compliance with the General Permit.
- C. Availability and access to the SWPPP:
  1. As required by the SWPPP and CGP, the Contractor shall keep a minimum of one copy of the SWPPP, addenda, all PRDS, all inspection reports and all SWPPP records in the following locations:
    - a. Contractor's Project Site Field Office.

- b. Contractor's General Business Office.
2. The SWPPP shall be made available for public inspection at any time during normal business hours.
3. All SWPPP records shall be made available to the Owner and their agents when requested.

### 3.2 CLEANING AND REMOVAL

- A. Removal of BMPs
  1. All temporary BMPs shall be completely removed from the Project Site prior to filing of the NOT.
  2. The removal of any and all BMPs shall be coordinated and approved by the Contractor's QSP.
  3. All permanent BMPs shall remain on the Project Site, unless directed otherwise by Owner. The Owner will be responsible for ongoing inspection and maintenance after final acceptance.
- B. Under written agreement and with the approval of the Owner, the Contractor may assign maintenance and removal responsibilities of the project BMPs to a subsequent Contractor for later work phases at the Project Site.

### 3.3 RECORD KEEPING

- A. Paper and electronic records of all CSMP inspections, testing, training reports, all PRDs, inspection records, site photos, and all other SWPPP related records, shall be retained for a period of at least three years after the close of construction. These records shall be available at the project site until construction is completed.

### 3.4 PAYMENT

- A. Full compensation for all costs involved in implementing, and monitoring the implementation of the SWPPP for this project, including inspections, testing, and training, performing corrective measures as required to better implement the SWPPP, providing all labor, materials, and resources to maintain the SWPPP and all required records of the SWPPP, and being full liable for all failures to fulfill the intent and requirements of the CGP set forth by the SWRCB, shall be included in the cost bid for the various items of work and no additional payment will be made therefor.
- B. If applicable, Full compensation for all costs involved in implementing, and monitoring the implementation of the Limited Threat General Order for this project, including inspections, sampling, testing, and training, performing corrective measures, providing all labor, materials, and resources and being full liable for all failures to fulfill the intent and requirements of the Limited Threat General Order set forth by the RWQCB, shall be included in the cost bid for the various items of work and no additional payment will be made therefor.

END OF SECTION 01 57 23