

**DEPARTMENT OF TRANSPORTATION**  
DIVISION OF ENGINEERING SERVICES  
OFFICE ENGINEER, MS 43  
1727 30<sup>TH</sup> STREET  
P.O. BOX 168041  
SACRAMENTO, CA 95816-8041  
FAX (916) 227-6214  
TTY 711



*Flex your power!  
Be energy efficient!*

January 29, 2009

04-SM-1-39.6/40.1  
04-1123J4  
ACSTP-1187(012)E

Addendum No. 5

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN SAN MATEO COUNTY NEAR PACIFICA FROM 1.3 MILES TO 0.8 MILE SOUTH OF LINDA MAR BOULEVARD.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on February 11, 2009. The original bid opening date was previously postponed under Addendum No. 4 dated January 9, 2009.

This addendum is being issued to set a new bid opening date as shown herein and to revise the Project Plans, the Notice to Bidders and Special Provisions, the Bid book, and the Federal Minimum Wages with Modification Number 23 dated January 16, 2009.

Project Plan Sheets 2, 3, 7, 8, 9, 10, 11, 12, 13, 17 and 18 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

Project Plan Sheets 15a and 18a are added. Half-sized copies of the added sheets are attached for addition to the project plans.

In the Notice to Bidders, the last sentence of the eighth paragraph is deleted.

In the Notice to Bidders, the following paragraph is added after the eighth paragraph:

"A pre-bid site visit will be conducted on February 4, 2009. Prospective bidders may make arrangements to visit the project site by contacting the Construction Program Duty Senior, email: [duty\\_senior\\_district04@dot.ca.gov](mailto:duty_senior_district04@dot.ca.gov), telephone number (510) 286-5209."

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES," is revised as attached.

04-SM-1-39.6/40.1  
04-1123J4  
ACSTP-1187(012)E

In the Special Provisions, Section 5-1, "MISCELLANEOUS," subsection 5-1.01, "AREAS FOR CONTRACTOR'S USE" is revised as attached.

In the Special Provisions, Section 5-1, "MISCELLANEOUS," subsection 5-1.11, "PLANS AND WORKING DRAWINGS," is added as attached.

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the following paragraphs are added after the second paragraph.

"Attention is directed to "Horse Trail (Aggregate Base)" of these special provisions. All work associated with placing aggregate base on the existing horse trail shall begin no earlier than February 2013 and shall be completed prior to the beginning of the removal of the access from Highway 1.

"Attention is directed to Section 10-2.04, "Highway Planting" and "Plant Establishment" of these special provisions. Planting within the limits of roadway excavation (contour grading) of the access road, as shown on the plans, shall be completed within 50 working days in year 5 of the contract.

"Attention is directed to Section 10-1.07, "Maintain Temporary Fence (Type ESA)", and Section 10-1.08 "Maintain Temporary Fence (Type Frog)." All fencing shall be removed and disposed of within 50 working days in year 5 of the contract."

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the fifth paragraph is deleted.

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the following paragraph is added after the last paragraph:

"Attention is directed to "Move-in/move-out (erosion control)," of these special provisions regarding the mobilization of equipment and materials for what may be several move-in/move-outs for erosion control work."

In the Special Provisions, Section 10-1.02, "WATER POLLUTION CONTROL," is revised as attached.

In the Special Provisions, replace all references to "Water Pollution Control Program (WPCP)" with "Storm Water Pollution Prevention Plan (SWPPP)."

In the Special Provisions, Section 10-1.17, "EXISTING HIGHWAY FACILITIES," is revised as attached.

In the Special Provisions, Section 10-1.17.1, "CLEARING AND GRUBBING," is added as attached.

In the Special Provisions, Section 10-1.18.1, "MOVE-IN/MOVE-OUT (EROSION CONTROL)," is added as attached.

In the Special Provisions, Section 10-1.21.1, "FOLIAGE PROTECTOR," is added as attached.

In the Special Provisions, Section 10-1.24, "INFILTRATION TRENCH," is added as attached.

In the Special Provisions, Section 10-1.25, "SLOPE PROTECTION," is added as attached.

04-SM-1-39.6/40.1  
04-1123J4  
ACSTP-1187(012)E

In the Special Provisions, Section 10-2.04 "HIGHWAY PLANTING," subsection "ROADSIDE CLEARING," the last sentence of the 1st paragraph is deleted.

In the Special Provisions, Section 10-2.04 "HIGHWAY PLANTING," the subsection "LINERS AND POT PLANTS" is revised as attached.

In the Special Provisions, Section 10-2.04 "HIGHWAY PLANTING," subsection "PLANT ESTABLISHMENT WORK," the first paragraph is revised as follows:

"The plant establishment period shall be Type 2 and shall not be less than 1300 working days."

In the Special Provisions, Section 10-2.04 "HIGHWAY PLANTING," subsection "PLANT ESTABLISHMENT WORK," the following paragraph is added after the seventh paragraph:

"Exotic weed species within the project limits shall be killed and removed in conformance with "Roadside Clearing" of these special provisions.

In the Special Provisions, Section 10-2.04 "HIGHWAY PLANTING," the subsection "PLANT ESTABLISHMENT WORK," the following paragraph is added after the fourteenth paragraph:

"During the plant establishment period, if plants become restricted by foliage protectors, the tops of foliage protectors shall be removed. Foliage protectors shall be completely removed, including the support stakes, within 15 working days prior to completion of the plant establishment period."

In the Special Provisions, Section 10-2.05, "IRRIGATION SYSTEMS," the first paragraph is revised as follows:

"Irrigation systems, including temporary irrigation facilities, as shown on the plans, shall be furnished, installed and removed in conformance with the provisions in Section 20-5, "Irrigation Systems," of the Standard Specifications, except materials containing asbestos fibers shall not be used."

In the Special Provisions, Section 10-2.05, "IRRIGATION SYSTEMS," the following paragraphs are added after the first paragraph:

"At the option of the Contractor, temporary irrigation facilities may be modified or relocated as necessary to allow other construction activities to proceed on the project. Modifying or relocating temporary irrigation systems shall be at the Contractor's expense and no additional compensation will be made therefor."

"When the Engineer determines that temporary irrigation facilities are no longer required, they must be removed and disposed of in conformance with "Plant Establishment Work" of these special provisions."

In the Special Provisions, Section 10-2.05, "IRRIGATION SYSTEMS," subsection "PIPE," the following subsection is added:

**"Steel Pipe**

Galvanized steel pipe supply lines shall be installed on finished grade."

Addendum No. 5  
Page 4  
January 29, 2008

04-SM-1-39.6/40.1  
04-1123J4  
ACSTP-1187(012)E

In the Bid book, in the "Bid Item List," Items 14, 17, 18, 19, 24, 26, and 29 are revised, Items 34 through 52 are added, and Items 4, 11, and 33 are deleted as attached.

To Bid book holders:

Replace pages 3, and 4 of the "Bid Item List" in the Bid book with the attached revised pages 3, 4, and 4A of the Bid Item List. The revised Bid Item List is to be used in the bid.

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to Bidders section of the Notice to Bidders and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the Bid book.

Submit bids in the Bid book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by GSO overnight mail to Bid book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the Contractors' use on the Web site:

**[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/addendum\\_page.html](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html)**

If you are not a Bid book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

ROBERT E. TRAVIS, Chief  
Office of Plans, Specifications & Estimates  
Division of Engineering Services - Office Engineer

Attachments

#### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

The 1st working day is the 55th day after contract approval.

Do not start work at the job site, except for measuring controlling field dimensions and locating utilities, until the Engineer approves your submittal for:

1. Baseline Progress Schedule
2. Storm Water Pollution Prevention Plan (SWPPP)
3. Notification of Dispute Resolution Advisor (DRA) or Dispute Review Board (DRB) nominee and disclosure statement as specified in Section 5-1.15, "Dispute Resolution," of the Standard Specifications

In addition to the above submittals, do not start work at the job site, except for measuring controlling field dimensions and locating utilities, until you submit:

1. Notice of Materials To Be Used.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

You may start work at the job site before the 55th day after contract approval if:

1. You obtain required approval for each submittal before the 55th day
2. The Engineer authorizes it in writing

The Department grants a time extension if a delay is beyond your control and prevents you from starting work at the job site on the 1st working day.

Complete the work, except plant establishment work and access road work, within **200** working days.

Liquidated damages are **\$1,500** per day starting on the 1st day after exceeding **200** working days.

Complete the work, including plant establishment work and access road work, within **1500** working days.

The Department reduces liquidated damages to \$600 per day if all the work, except plant establishment work, is complete and **1500** working days have expired.

The Department does not simultaneously assess damages for untimely completion of work and plant establishment work.

#### **5-1.1.01 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

The Contractor shall have no access to or use of the segmental bridge or approaches to the segmental bridge for this project.

The Contractor will not have access to the work site from Highway 1 for portions of year 5 and all of year 6 of the contract because of removal of the access road from Highway 1 as provided for elsewhere in these special provisions. During this time period, access to the work areas will be through the ranch road. The ranch road shall be available for the Contractor's use upon removal of the access road from Highway 1. The Contractor is limited to no more than 300 visits to the work areas through the ranch road during this time. It is the responsibility of the contractor to make arrangements with the property owner to gain access to the work site through the ranch road. A visit is defined as access of the ranch road on any given day, regardless the number of entries/exits or vehicles, shall be counted as a visit towards the number of visits allowed the Contractor. Additional visits by the Contractor beyond the 300 shall be at the contractor's expense and shall be at no cost to the State.

The ranch road shall be available for the Contractor's access during the hours of 0900 hours to 1700 hours on Monday through Friday. The ranch road will not be available for the Contractor's access outside these times and Saturday, Sunday, and holidays. The speed limit for vehicles/equipment traveling on the ranch road is limited to five miles per hour (5 MPH). The ranch road is for access purposes only and not for any other use by the Contractor.

From the beginning of construction to March 31, 2010, the contractor has use of the existing horse trail. Materials and equipment are allowed to be stored on the horse trail that does not conflict with the implementation of other work on the project.

Beginning April 1, 2010, the property owner shall have limited access and use of the horse trail. The property owner's exclusive use is weekends, holidays and after 6:00 PM on workdays. The contractor shall notify the State five (5) working days in advance of his intention to use the trail. Permission or denial will be provided to the contractor within this five working day period. No additional compensation will be due the Contractor if the request is denied. The contractor shall maintain a 12 foot wide cleared area along the full length of the horse trail at all times.

Compensation for coordination of access roads shall be considered included in the various items of work and no additional compensation will be due the Contractor. Violation of the ranch rules by the Contractor resulting in monetary fines levied against the State shall be passed on to the contractor for payment.

No storage of materials and or equipment shall be allowed on temporary construction easement areas shown on sheet L-1 of the plans.

### **5-1.11 PLANS AND WORKING DRAWINGS**

In conformance with Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, the Contractor shall submit to the Engineer for approval plans and working drawings for all proposed contour grading, ditch excavation and roadway excavation work. The plans and working drawings shall graphically illustrate excavation, grading and removal work as well as proposed treatments to restore the work areas to match existing conditions.

## **10-1.02 WATER POLLUTION CONTROL**

### **GENERAL**

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, section of these special provisions entitled "Relations With California Regional Water Quality Control Board," and these special provisions.

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 hot mix 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. Tracking Control
  - 4. 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 Department approved storm water management training described at Department's Construction Storm Water and Water Pollution Control web site.
- 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.

## **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 and their associated contract items of work as shown on the plans or specified in these special provisions:

- A.. Temporary Sediment Control
  - 1. Temporary Silt Fence
  - 2. Temporary Check Dam
- B.. Tracking Control
  - 1. Temporary Construction Entrance
  - 2. Street Sweeping
- C. Non-Storm Water Management
  - 1. Construction Site Management
- D. Waste Management and Materials Pollution Control
  - 1. Construction Site Management

The SWPPP shall include the following contract items of work for permanent water pollution control as shown on the plans or as specified in these special provisions:

- A. Erosion Control (Type D)
- B. Grass Seeding (Pasture)
- C. Fiber Roll

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 4 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 U.S. Army Corp of Engineers - Permit No. : 21581S,U.S Fish and Wildlife Service "Reinitiation of Formal Endangered Species Consultation on the Devils Slide Tunnel, FHWA file HCA-CA #04-SM-1.36.6/41.0 - Subject File No. :1-1-03-F-0151, California Department of Fish and Game - Notification No. : 1600-2004-0136-3, California Regional Water Quality Control Board - Order No.: R2-2004-0044 (Water Quality Certification Number: 02-41-C0419), County of San Mateo - Coastal Development Permit No. : PLN2003-00428.

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.

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 4-1.03D, "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>

#### **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 non-visible 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 3.83 acres. 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 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 and inspecting water pollution control practices 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.

Implementation of water pollution control practices in areas outside the highway right of way not specifically provided for in the SWPPP or in these special provisions will not be paid for.

Water pollution control practices for which there are separate contract items of work will be measured and paid for as those contract items of work.

### **10-1.17 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

#### **TEMPORARY ACCESS**

Areas available for Contractor's use as shown on the plans will require development to facilitate movement of labor, equipment and material. Development of temporary access shall be within the areas available for Contractor's use as shown on the plans.

Existing access from Highway 1 and other access roads are not compacted. Existing access roads are not developed nor intended to support movement of labor, equipment and material for use by the contractor on this contract. Access development shall be required to facilitate movement of equipment, materials and labor. Full compensation for developing or improving access roads shall be considered as included in the contract price paid for various items of work and no separate payment will be made.

#### **ROADWAY EXCAVATION AND REMOVE DITCH (CONTOUR GRADING) AND DITCH EXCAVATION**

The existing temporary access road from Hwy 1 shall be contour graded to blend in with the surrounding slope. Native material from the borrow area shown on the plans shall be excavated, placed on the prism of the temporary access road as shown on the plans, contour graded and compacted. All excavation and placing of embankment material shall be in accordance with Section 19, "Earthwork of the Standard Specifications. Compaction of the native material on the access road prism shall be in accordance with Section 19-5.04 "Relative compaction (90 Percent)" of the Standard Specifications. Imported borrow required for contour grading of the temporary access road shall conform to Section 19-7.02, "Imported Borrow" of the Standard Specifications and to Section 20-2.01, "Topsoil" of the Standard Specification for soil quality.

Surplus excavated material generated from contour graded areas shown on the plans shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of way," of the Standard Specifications. Full compensation for disposal of surplus excavated material shall be included in the contract price per cubic yard for roadway excavation (contour grading) and no separate payment will be allowed.

Existing Erosion control (netting) on areas where roadway excavation and remove ditch (contour grading) and ditch excavation is proposed shall be removed prior to any grading work. The Contractor shall dispose of the removed netting in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of way," of the Standard Specifications. Full compensation for removal and disposal of existing erosion control (netting) shall be included in the contract price per cubic yard for the items of work involved and no separate payment will be allowed.

Roadway Excavation (Contour Grading) and Remove Ditch (Contour Grading) are measured and paid for by the cubic yard in the same manner as specified for Roadway Excavation in Section 19-2.09 "PAYMENT" of the Standard Specifications.

#### **TEMPORARY ACCESS BRIDGE**

The existing temporary access across the channel draining from the north pond is not developed nor intended to support movement of equipment, materials and machinery for use by the Contractor on this contract. At the contractor's option, he may develop or improve this access to facilitate movement of his equipment, materials and machinery. No fill material shall be allowed in the drainage channel.

#### **HORSE TRAIL (AGGREGATE BASE)**

The work associated with placing Class 2 Aggregate Base (3/4" maximum) on the existing horse trail as shown on the plans, shall conform to Section 26, "Aggregate Bases" of the Standard Specifications. Aggregate compaction shall not be performed until the soil surface is wet to a depth of at least 2 inches. Existing wood peeler cores are installed along the existing horse trail. The final compacted surface of the aggregate shall not exceed the existing soil surface of the horse trail before the placing of aggregate. Any disruption of the wood peeler cores as a result of the placing and compaction of the aggregate shall be corrected by the contractor at no cost to the State.

Work pertaining to Temporary Access, Roadway Excavation (Contour Grading) Remove Ditch (Contour Grading), Ditch excavation, Temporary Access Bridge, and Horse Trail (aggregate base) shall be performed during the plant establishment period at a time determined by the Engineer.

**10-1.17.1 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.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

#### **10-1.18.1 MOVE-IN/MOVE-OUT (EROSION CONTROL)**

Move-in/move-out (erosion control) shall include moving onto the project when an area is ready to receive erosion control as determined by the Engineer, setting up all required personnel and equipment for the application of erosion control materials and moving out all personnel and equipment when erosion control in that area is completed.

When areas are ready to receive applications of erosion control (Type D), as determined by the Engineer, the Contractor shall begin erosion control work in that area within 5 working days of the Engineer's notification to perform the erosion control work.

Attention is directed to the requirements of erosion control (Type D) elsewhere in these special provisions.

Quantities of move-in/move-out (erosion control) will be determined as units from actual count as determined by the Engineer. For measurement purposes, a move-in followed by a move-out will be considered as one unit.

The contract unit price paid for move-in/move-out (erosion control) shall include full compensation for furnishing all labor, materials (excluding erosion control materials), tools, equipment, and incidentals and for doing all the work involved in moving in and removing from the project all personnel and equipment necessary for application of erosion control (Type D), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for any increase or decrease in the quantities of move-in/move-out (erosion control) required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the item of move-in/move-out (erosion control).

#### **10-1.21.1 FOLIAGE PROTECTOR**

Foliage protectors shall be installed in conformance with the details shown on the plans, the provisions in Section 20-2.13A, "Foliage Protector," and Section 20-4, "Highway Planting," of the Standard Specifications and these special provisions.

Each foliage protector shall be held in place with two round stakes at least 2 inch nominal diameter or square stakes at least 2 inch x 2 inch in cross sectional dimensions. Stakes shall be made of wood and at least 5 feet in length. Support stakes shall be installed vertically, embedded in the soil, and fastened to the wire cylinder at 6 inch maximum centers. Wire cylinder shall be snug against stakes yet loose enough to be raised for application of pesticides or to perform weeding within the plant basin.

Steel stakes shall not be used.

### 10-1.24 INFILTRATION TRENCH

Infiltration trench shall consist of excavating ditch, and backfilling with infiltration trench filler material wrapped in filter fabric, and topped with Class 1 Type A permeable material, as shown on the plans.

Excavation of trench shall conform to the provisions in Section 19-4, "Ditch Excavation," of the Standard Specifications.

### MATERIALS

#### Infiltration Trench Filler Material

Infiltration trench filler material shall either consist of rock or a high porosity backfill material. The rock shall be non-crushed, pre-washed, clean, hard, sound, durable, and uniform in quality, free of any detrimental quantity of soft, friable, thick elongated or laminated pieces, organic material, clay balls, oil, alkali, or other deleterious substances. The percentage composition by weight of rock shall conform to the following grading requirements:

**Table - Gradation Requirements Of Trench Filler**

Sieve Sizes	Percentage Passing
4"	100
3"	75
2"	8
1.5"	2

Rock shall have a Durability Index of not less than 40.

#### Class 1 Type A Permeable Material

Class 1 Type A Permeable Material for use with infiltration trench filler material, shall be Class 1 Type A permeable material in conformance with the provisions in Section 68-1, Underdrains, 68.1.025 "Permeable Material," of the Standard Specifications. The material shall be placed in conformance with the details shown on the plans.

#### Filter Fabric

Filter fabric for use with infiltration trench filler material shall conform with the provisions in Section 68-1.028, "Filter Fabric," of the Standard Specifications. The fabric shall be placed in conformance with the details shown on the plans.

### MEASUREMENT AND PAYMENT

Infiltration trench filler material and Class 1 Type A permeable material will be measured by the cubic yard. Quantities of Infiltration trench filler material, and Class 1 Type A permeable material will be determined from the dimensions shown on the plans or such other dimensions as may be ordered in writing by the Engineer. Infiltration trench filler material placed in excess of these dimensions will not be paid for.

The contract price paid per cubic yard for infiltration trench filler material shall include full compensation for filter fabric and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placement of infiltration trench filler material, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per cubic yard for Class 1 Type A permeable material shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placement of Class 1 Type A permeable material, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for filter fabric shall be considered as included in the contract unit price paid per cubic yard for infiltration trench filler material and no separate payment will be made therefor.

**10-1.25 SLOPE PROTECTION**

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor.

### **LINER AND POT PLANTS**

Liner and pot plants will be State-furnished. All liner and pot plants shall be removed from their containers at the time of planting.

Liner and pot plants shall not be planted until the soil is moist to a minimum depth of 8 inches, unless otherwise approved in writing by the Engineer.

Liner and pot plants, where placed within the areas of existing embankment confinement systems and existing erosion control (Type B), shall be planted in conformance with the details shown on the plans.

The contract unit price paid for prepare hole (State furnished plant) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excavating plant holes and planting State-furnished plants complete in place, including cutting wire mesh or netting as necessary, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**BID ITEM LIST**  
**04-1123J4**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	014973	MAINTAIN TEMPORARY FENCE (TYPE ESA)	LS	LUMP SUM	LUMP SUM	
2	014974	MAINTAIN TEMPORARY FENCE (TYPE FROG)	LS	LUMP SUM	LUMP SUM	
3	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	
4	BLANK					
5	074029	TEMPORARY SILT FENCE	LF	600		
6	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	1		
7	074035	TEMPORARY CHECK DAM	LF	1,230		
8	074041	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	
9 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
10	150805	REMOVE CULVERT	EA	1		
11	BLANK					
12	170101	DEVELOP WATER SUPPLY	LS	LUMP SUM	LUMP SUM	
13	200002	ROADSIDE CLEARING	LS	LUMP SUM	LUMP SUM	
14	014976	PREPARE HOLE (STATE FURNISHED PLANT)	EA	9,400		
15	202006	SOIL AMENDMENT	CY	73		
16	202011	MULCH	CY	360		
17 (S)	203016	EROSION CONTROL (TYPE D)	SQYD	8,200		
18	203021	FIBER ROLLS	LF	1,060		
19	204021	PLANT (GROUP U)	EA	130		
20	014977	GRASS SEEDING (PASTURE)	SQYD	3,660		

**BID ITEM LIST**  
**04-1123J4**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM	LUMP SUM	
22	014978	VALVE ASSEMBLY UNIT	EA	5		
23	014979	8 STATION IRRIGATION CONTROLLER (SOLAR) (PEDESTAL MOUNTED)	EA	1		
24 (F)	208211	1/2" PLASTIC PIPE (IRRIGATION LINE)	LF	45,395		
25	208310	IRRIGATION SLEEVE	LF	170		
26	208526	SPRINKLER (TYPE D-1)	EA	9,350		
27	208562	CAM COUPLER ASSEMBLY	EA	1		
28	208572	1" GATE VALVE	EA	5		
29 (F)	014980	1" ULTRAVIOLET RESISTANT PLASTIC PIPE (SUPPLY LINE) (SCH 40)	LF	9,023		
30	208649	QUICK COUPLING VALVE	EA	2		
31	208683	BALL VALVE	EA	12		
32 (S)	800705	WIRE MESH AND WOOD FENCE	LF	1,700		
33	BLANK					
34	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
35	150668	REMOVE FLARED SECTION	EA	4		
36	150806	REMOVE PIPE	LF	1000		
37	015931	REMOVE RISER	EA	1		
38	160101	CLEARING AND GRUBBING	LS	LUMP SUM	LUMP SUM	
39	015932	ROADWAY EXCAVATION (CONTOUR GRADING)	CY	3340		
40	015933	REMOVE DITCH (CONTOUR GRADING)	CY	65		

**BID ITEM LIST**  
**04-1123J4**

41	194001	DITCH EXCAVATION	CY	90		
42	198001	IMPORTED BORROW	CY	120		
43	203026	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	2		
44	205051	FOLIAGE PROTECTOR	EA	68		
45	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	LUMP SUM	LUMP SUM	
46	208002	3/4" GALVANIZED STEEL PIPE (SUPPLY LINE)	LF	2040		
47	260201	CLASS 2 AGGREGATE BASE	CY	135		
48	015934	CLASS 1 TYPE A PERMEABLE MATERIAL	CY	15		
49	015935	INFILTRATION TRENCH FILTER MATERIAL	CY	75		
50	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	35		
51	721012	ROCK SLOPE PROTECTION (BACKING NO.3 METHOD B)	CY	15		
52	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

**TOTAL BID: \_\_\_\_\_**