

**STORMWATER PROTECTION LANGUAGE
FOR
CONSTRUCTION CONTRACTS**

The attached language is being included in construction contracts awarded by (NAME OF AGENCY OR COMPANY). Its purpose is to provide detailed instructions to contractors to insure that construction practices do not cause pollutant discharges to the storm drain system. Businesses and institutions are encouraged to use this or similar language in their contracts as well. The language is based upon best management practices (BMPs) presented in the *California Storm Water Best Management Practice Handbook – Construction Activity* and the Regional Water Quality Control Board’s (RWQCB’s) *Erosion and Sediment Control Field Manual*.

The language was produced originally in 1994 by the City of Palo Alto where it was a companion to a new ordinance specifically prohibiting construction related discharges to storm drains and adding administrative penalty authority (fines). The language was revised in 2001 for circulation to member agencies of the Bay Area Storm Water Management Agencies Association.

Section _____

Storm Water Pollution Prevention

The goal of these requirements is to prevent the pollution of storm water runoff from construction projects by keeping pollutants out of storm drains, reducing the exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation. Storm drains discharge runoff directly to creeks and the Bay without treatment. (AGENCY) is required under its stormwater discharge NPDES permit from the Regional Water Quality Control Board (RWQCB) to reduce pollutants in stormwater runoff from construction sites to the maximum extent practicable.

A. General Requirements

The following requirements shall be met on all projects for (NAME OF AGENCY OR COMPANY).

1) Employee and Subcontractor Training and Awareness

- a. The CONTRACTOR shall train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.
- b. The CONTRACTOR shall inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
- c. The CONTRACTOR shall label new storm drain inlets, constructed as part of the project, with the “No Dumping” message (to obtain a stencil or marker, contact your local public works department or water quality agency).

2) Nonhazardous Material / Waste Management

- a. Designated Area
The CONTRACTOR shall propose designated areas of the project site, for approval by the ENGINEER, suitable for material delivery, storage, and waste collection that are near construction entrances and away from storm drain inlets, gutters, drainage courses, and creeks.
- b. Granular Material
 - i) The CONTRACTOR shall store granular material at least ten feet away from storm drain inlet and curb returns.
 - ii) The CONTRACTOR shall not allow granular material to enter the storm drains or creeks.
 - iii) When rain is forecast within 24 hours or during wet weather, the ENGINEER may require the CONTRACTOR to cover granular material with a tarpaulin and to surround the material with sand bags.
- c. Dust Control
 - i) The CONTRACTOR shall use reclaimed water to control dust on a daily basis or as directed by the ENGINEER.
- d. Street Sweeping
 - i) At the end of each working day or as directed by the ENGINEER, the CONTRACTOR shall clean and sweep roadways and on-site paved areas to remove all materials attributed to or involved in the work. The CONTRACTOR shall not use water to flush down streets in place of street sweeping.
- e. Recycling
 - i) The CONTRACTOR shall recycle aggregate base material, asphalt concrete, and Portland cement concrete.
 - ii) In addition, to the maximum extent practicable, the CONTRACTOR shall reuse or recycle any useful construction materials generated during the project.
- f. Disposal
 - i) At the end of each working day, the CONTRACTOR shall collect all scrap, debris, and waste material, and dispose of such materials properly
 - ii) The CONTRACTOR shall inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.
 - iii) The CONTRACTOR shall not discharge water on-site from cleaning dumpsters.
 - iv) The CONTRACTOR shall arrange for regular waste collection before dumpsters overflow.

3) Hazardous Material / Waste Management

- a. Storage
 - i) The CONTRACTOR shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil, antifreeze and mercury-containing devices such as thermostats and fluorescent light bulbs in accordance all applicable local, State and Federal regulations.
 - ii) The CONTRACTOR shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid

potential management of collected rainwater as a hazardous waste.

iii) The CONTRACTOR shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

b. Usage

i) When rain is forecast within 24 hours or during wet weather, the ENGINEER may prevent the CONTRACTOR from applying chemicals in outside areas.

ii) The CONTRACTOR shall not over-apply pesticides or fertilizers and shall follow material manufacturers' instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by your local Agricultural Commissioner.

c. Disposal

i) The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes.

ii) The CONTRACTOR shall dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.

iii) If the CONTRACTOR qualifies as a "Conditionally Exempt Small Quantity Generator" as defined under State and Federal regulations then the CONTRACTOR may be able to dispose of this waste through a local sponsored small quantity generator program. Contact your local hazardous waste management agency for information on these programs.

4) Spill Prevention and Control

a. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site, and ensure that all employees know where these materials are and how to use them.

b. The CONTRACTOR shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the CONTRACTOR shall handle the waste as described in section A.3.c above.

c. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.

d. The CONTRACTOR shall report any hazardous materials spill to the local fire department.

B. Activity-Specific Requirements

The following requirements shall be met on all projects for (NAME OF AGENCY OR COMPANY) that include the listed activities.

1) Dewatering Operations

a. Sediment Control

- i) The CONTRACTOR shall route water through a control measure, such as a sediment trap, sediment basin, or Baker tank, to remove settleable solids prior to discharge to the storm drain system.
 - ii) Approval of the control measure shall be obtained in advance from the ENGINEER.
 - iii) Filtration of the water following the control measure may be required on a case-by-case basis.
 - iv) If the ENGINEER determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measure requirement in i) above may be waived.
 - v) The CONTRACTOR shall reuse water for other needs, such as dust control or irrigation, to the maximum extent practicable.
- b. Contaminated Groundwater
- i) If the project is within an area of known groundwater contamination, then water from dewatering operations shall be tested prior to discharge. If the water quality meets Regional Water Quality Control Board (RWQCB) standards, then it may be discharged to the storm drain. If the water quality meets local sanitary sewer pretreatment regulations, then it may be discharged to the sanitary sewer with prior approval from the local wastewater management authority. Otherwise, the water shall be treated or hauled off-site for proper disposal.
 - ii) If the project is not within an area of known groundwater contamination, then monitoring shall only be required if directed by the ENGINEER. The CONTRACTOR shall follow section B.1.b.i above, if contamination is found.
 - iii) If the project is found to be within an area of groundwater contamination not identified in the project specifications, a change order shall be negotiated to cover additional work performed by the CONTRACTOR.

2) Paving Operations

- a. Project Site Management
- i) When rain is forecast within 24 hours or during wet weather, the ENGINEER may prevent the CONTRACTOR from paving.
 - ii) The ENGINEER may direct the CONTRACTOR to protect drainage courses by using control measures, such as earth dike, and sand bag, to divert runoff or trap and filter sediment.
 - iii) The CONTRACTOR shall place drip pans or absorbent material under paving equipment when not in use.
 - iv) The CONTRACTOR shall cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
 - v) If the paving operation includes an on-site mixing plant, the CONTRACTOR shall comply with General Industrial Activities Storm Water Permit requirements.
- b. Paving Waste Management
- i) The CONTRACTOR shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. Instead, the CONTRACTOR shall either collect the sand and return it to the

stockpile, or dispose of it in a trash container.

- ii) The CONTRACTOR shall not use water to wash down asphalt or concrete pavement.
- iii) Marking paint shall be removed from paving using dry methods such as a wire brush and vacuum. If water is used, all wastewater shall be collected and disposed of to a dirt area or to the sanitary sewer.

3) Saw Cutting

- a. During saw cutting, the CONTRACTOR shall cover or barricade storm drain inlets using control measures, such as filter fabric, straw bales, sand bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a storm drain inlet, the CONTRACTOR shall ensure that the entire opening is covered.
- b. The CONTRACTOR shall shovel, absorb, or vacuum saw cut slurry and pick up the waste prior to moving to the next location or at the end of each working day, whichever is sooner.
- c. If saw cut slurry enters storm drain inlets, the CONTRACTOR shall remove the slurry from the storm drain system immediately.

4) Contaminated Soil Management

- a. On all projects involving grading or excavation, the CONTRACTOR shall look for contaminated soil as evidenced by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by the ENGINEER. The CONTRACTOR shall follow section B.4.b below, if contamination is found.
- b. If the project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested. The soil shall be managed as required by the local hazardous waste management agency.
- c. If the project is found to be within an area of soil contamination not identified in the project specifications, a change order shall be negotiated to cover additional work performed by the CONTRACTOR.

5) Concrete, Grout, and Mortar Waste Management

- a. The CONTRACTOR shall store concrete, grout, and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.
- b. Concrete Truck/Equipment Wash Out
 - i) The CONTRACTOR shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
 - ii) The CONTRACTOR shall perform washout of concrete trucks or equipment off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. The CONTRACTOR shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, then the CONTRACTOR shall collect the wash water and remove it off-site.
- c. Exposed Aggregate Concrete Wash Water

- i) The CONTRACTOR shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area to percolate and evaporate. If a suitable dirt area is not available, then the CONTRACTOR shall filter the wash water or allow solids to settle out and pump the water to a sanitary sewer (first check with your local wastewater authority).
- ii) The CONTRACTOR shall collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

6) Painting

a. Painting Cleanup

i) Designated Area

- (a) The CONTRACTOR shall conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or runoff of spills.
- (b) The CONTRACTOR shall not allow wash water from cleaning of painting equipment and tools to drain into streets, gutters, storm drains, or creeks.

ii) Water-based Paint

- (a) The CONTRACTOR shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
- (b) To the maximum extent practicable, the CONTRACTOR shall dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer.
- (c) Otherwise, the CONTRACTOR shall direct wash water onto dirt area and spade in.

iii) Oil-based Paint

- (a) The CONTRACTOR shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
- (b) To the maximum extent practicable, the CONTRACTOR shall filter paint thinner and solvents for reuse.
- (c) The CONTRACTOR shall dispose of waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste, as described in section A.3.c above.

b. Painting Materials and Waste Management

- i) The CONTRACTOR shall store paint, solvents, chemicals, and waste materials in compliance with all applicable local, State and Federal regulations. The CONTRACTOR shall store these materials in a designated area that will not allow run-on of storm water or runoff of spills.
- ii) The CONTRACTOR shall dispose of excess thinners, solvents, oil- and water-based paint as hazardous waste.
- iii) The CONTRACTOR shall dispose of dry, empty paint cans/buckets, old brushes, rollers, rags, and drop cloths in the trash.

7) Earthwork

- a. The CONTRACTOR shall maximize the control of erosion and sediment by using the BMPs for erosion and sedimentation in the RWQCB's *Erosion and Sediment Control Field Manual*.

8) Vehicle / Equipment Cleaning

- a. The CONTRACTOR shall not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.
- b. The CONTRACTOR shall perform vehicle or equipment cleaning offsite, or onsite with water only, in a designated, bermed area that will not allow rinse water to run off-site or into streets, gutters, storm drains, or creeks.

9) Vehicle / Equipment Maintenance and Fueling

- a. The CONTRACTOR shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will not allow runoff of storm water or runoff of spills.
- b. The CONTRACTOR shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured.
- c. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.
- d. The CONTRACTOR shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in section A.3.c above.
- e. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
- f. The CONTRACTOR shall report any spill of vehicle fluids to [INSERT APPROPRIATE LOCAL AGENCY].
- g. The CONTRACTOR shall inspect vehicles and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.
- h. The CONTRACTOR shall recycle waste oil and antifreeze.
- i. The CONTRACTOR shall comply with local, State and Federal requirements for aboveground storage tanks.