

1 **107.13 Pollution Control and Protection Of Archeological, Historical,**
2 **and Burial Sites.**
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4 **(A) Erosion, Siltation and Pollution Control.** The Contractor shall
5 exercise precaution to prevent silting and pollution of oceans, rivers,
6 streams, lakes, and reservoirs and other bodies and conveyances of
7 water.
8

9 The Contractor shall provide for pollution and erosion control
10 during the work including periods of suspension of contract performance.
11 If material begins to erode, the Contractor shall act immediately to bring
12 the siltation, erosion, and pollution under control. See Section 209 –
13 Temporary Water Pollution, Dust and Erosion Control.
14

15 Follow guidelines in the City and County of Honolulu’s “Best
16 Management Practices Manual for Construction Sites in Honolulu”, in
17 developing, installing, and maintaining BMPs for all projects. Follow City
18 and County of Honolulu’s “Rules for Soil Erosion Standards and
19 Guidelines” for all projects on Oahu. Use appropriate Soil Erosion
20 Guidelines for Maui, Kauai, and Hawaii projects.
21

22 **(B) Archaeological, Historical, and Burial Sites.** Whenever the
23 Contractor encounters sites of potentially historic or archaeological
24 significance such as walls, platforms, pavements and mounds, or
25 remains such as artifacts, burials, concentration of charcoal or shells,
26 work shall cease in the immediate vicinity of the site and the site shall be
27 protected from damage. The Contractor shall suspend any work that
28 may affect the site and inform the Engineer immediately. Upon direction
29 by the Engineer, the Contractor shall provide and install temporary
30 fencing to protect such sites. The Contractor shall not resume the work
31 suspended without the prior written direction of and subject to the
32 conditions set by the Engineer.
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108.08

621 (2) The date of the completion of punchlist as determined by the
622 Engineer and the date of the successful final inspection, and

623

624 (3) The date of the inspection that results in final acceptance
625 and the receipt by the Contractor of the written notice of the final
626 acceptance.

627

628 (C) **Actual Damages Recoverable If Liquidated Damages Deemed**
629 **Unenforceable.** In the event a court of competent jurisdiction holds that
630 any liquidated damages assessed pursuant to this contract are
631 unenforceable, the State will be entitled to recover its actual damages for
632 Contractor's failure to complete the work, or any designated portion of the
633 work within the time set by the contract.

634

635 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
636 addition to all other remedies available to the State for Contractor's breach of the
637 terms of the contract, the Engineer will assess the rental fees in the amount of
638 \$500 for every one-to fifteen-minute increment for each roadway lane closed to
639 public use or occupied beyond the time periods authorized in the contract or by
640 the Engineer. The maximum amount assessed per day shall be \$5,000. The
641 State may, at its discretion, deduct the amount from monies due or that may
642 become due under the contract. The rental fee may be waived in whole or part
643 if the Engineer determines that the unauthorized period of lane closure or
644 occupancy was due to factors beyond the control of the Contractor.

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646 **108.10 Suspension of Work.**

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648 (A) **Suspension of Work.** The Engineer may, by written order,
649 suspend the performance of the work, either in whole or in part, for such
650 periods as the Engineer may deem necessary, for any cause, including
651 but not limited to:

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653 (1) Weather or soil conditions considered unsuitable for
654 prosecution of the work.

655

656 (2) Whenever a redesign that may affect the work is deemed
657 necessary by the Engineer.

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659 (3) Unacceptable noise or dust arising from the construction
660 even if it does not violate any law or regulation.

661

662 (4) Failure on the part of the Contractor to:

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664 (a) Correct conditions unsafe for the general public or for
665 the workers.

666

667 (b) Carry out orders given by the Engineer.

668

669 (c) Perform the work in strict compliance with the
670 provisions of the contract.

671
672 (d) Provide adequate supervision on the jobsite.

673
674 (5) The convenience of the State.

675
676 **(B) Partial and Total Suspension.** Suspension of work on some but
677 not all items of work shall be considered a "partial suspension".
678 Suspension of work on all items shall be considered "total suspension".
679 The period of suspension shall be computed from the date set out in the
680 written order for work to cease until the date of the order for work to
681 resume.

682
683 **(C) Reimbursement to Contractor.** In the event that the Contractor
684 is ordered by the Engineer in writing as provided herein to suspend all
685 work under the contract for the reasons specified in Subsections
686 108.10(A)(2), 108.10(A)(3), or 108.10(A)(5) of the "Suspension of Work"
687 paragraph, the Contractor may be reimbursed for actual direct costs
688 incurred on work at the jobsite, as authorized in writing by the Engineer,
689 including costs expended for the protection of the work. An allowance of 5
690 percent for indirect categories of delay costs will be paid on any
691 reimbursed direct costs, including extended branch and home-office
692 overhead and delay impact costs. No allowance will be made for
693 anticipated profits. Payment for equipment which is ordered to standby
694 during such suspension of work shall be made as described in Subsection
695 109.06(H) - Idle and Standby Equipment.

696
697 **(D) Cost Adjustment.** If the performance of all or part of the work is
698 suspended for reasons beyond the control of the Contractor except an
699 adjustment shall be made for any increase in cost of performance of this
700 contract (excluding profit) necessarily caused by such suspension, and
701 the contract modified in writing accordingly.

702
703 However, no adjustment to the contract price shall be made for any
704 suspension, delay, or interruption:

705
706 (1) For weather related conditions.

707
708 (2) To the extent that performance would have been so
709 suspended, delayed, or interrupted by any other cause, including
710 the fault or negligence of the Contractor.

711
712 (3) Or, for which an adjustment is provided for or excluded
713 under any other provision of this Contract.

714

108.10

715 **(E) Claims for Adjustment.** Any adjustment in contract price made
716 shall be determined in accordance with Subsections 104.02 – Changes
717 and 104.06 – Methods of Price Adjustment.
718

719 Any claims for such compensation shall be filed in writing with the
720 Engineer within 30 days after the date of the order to resume work or the
721 claim will not be considered. The claim shall conform to the
722 requirements of Subsection 107.15(D) – Making of a Claim. The
723 Engineer will take the claim under consideration, may make such
724 investigations as are deemed necessary and will be the sole judge as to
725 the equitability of the claim. The Engineer’s decision will be final.
726

727 **(F) No Adjustment.** No provision of this clause shall entitle the
728 Contractor to any adjustments for delays due to failure of its surety, the
729 cancellation or expiration of any insurance coverage required by the
730 contract documents, for suspensions made at the request of the
731 Contractor, for any delay required under the contract, for suspensions,
732 either partial or whole, made by the Engineer under Subsection
733 108.10(A)(4) of the “Suspension of work” paragraph.
734

735 108.11 Termination of Contract for Cause.

736
737 **(A) Default.** If the Contractor refuses or fails to perform the work, or
738 any separable part thereof, with such diligence as will assure its
739 completion within the time specified in this contract, or any extension
740 thereof, or commits any other material breach of this contract, and further
741 fails within seven days after receipt of written notice from the Engineer to
742 commence and continue correction of the refusal or failure with diligence
743 and promptness, the Engineer may, by written notice to the Contractor,
744 declare the Contractor in breach and terminate the Contractor’s right to
745 proceed with the work or the part of the work as to which there has been
746 delay or other breach of contract. In such event, the State may take
747 over the work, perform the same to completion, by contract or otherwise,
748 and may take possession of, and utilize in completing the work, the
749 materials, appliances, and plants as may be on the site of the work and
750 necessary therefore. Whether or not the Contractor’s right to proceed
751 with the work is terminated, the Contractor and the Contractor’s sureties
752 shall be liable for any damage to the State resulting from the Contractor’s
753 refusal or failure to complete the work within the specified time.
754

755 **(B) Additional Rights and Remedies.** The rights and remedies of
756 the State provided in this contract are in addition to any other rights and
757 remedies provided by law.
758

759 **(C) Costs and Charges.** All costs and charges incurred by the
760 State, together with the cost of completing the work under contract, will
761 be deducted from any monies due or which would or might have become
762 due to the Contractor had it been allowed to complete the work under the

763 contract. If such expense exceeds the sum which would have been
764 payable under the contract, then the Contractor and the surety shall be
765 liable and shall pay the State the amount of the excess.
766

767 In case of termination, the Engineer will limit any payment to the
768 Contractor to the part of the contract satisfactorily completed at the time of
769 termination. Payment will not be made until the work has satisfactorily
770 been completed and all required documents, including the tax clearance
771 required by Subsection 109.11 – Final Payment are submitted by the
772 Contractor. Termination shall not relieve the Contractor or Surety from
773 liability for liquidated damages.
774

775 **(D) Erroneous Termination for Cause.** If, after notice of
776 termination of the Contractor's right to proceed under this section, it is
777 determined for any reason that good cause did not exist to allow the State
778 to terminate as provided herein, the rights and obligations of the parties
779 shall be the same as, and the relief afforded the Contractor shall be
780 limited to, the provisions contained in Subsection 108.12 – Termination
781 for Convenience.
782

783 **108.12 Termination For Convenience.**

784

785 **(A) Terminations.** The Director may, when the interests of the State
786 so require, terminate this contract in whole or in part, for the convenience
787 of the State. The Director will give written notice of the termination to
788 the Contractor specifying the part of the contract terminated and when
789 termination becomes effective.
790

791 **(B) Contractor's Obligations.** The Contractor shall incur no further
792 obligations in connection with the terminated work and on the date set in
793 the notice of termination the Contractor shall stop work to the extent
794 specified. The Contractor shall also terminate outstanding orders and
795 subcontracts as they relate to the terminated work. The Contractor shall
796 settle the liabilities and claims arising out of the termination of
797 subcontracts and orders connected with the terminated work subject to the
798 State's approval. The Engineer may direct the Contractor to assign the
799 Contractor's right, title, and interest under terminated orders or
800 subcontracts to the State. The Contractor must still complete the work
801 not terminated by the notice of termination and may incur obligations as
802 necessary to do so.
803

804 **(C) Right to Construction and Goods.** The Engineer may require
805 the Contractor to transfer title and to deliver to the State in the manner and
806 to the extent directed by the Engineer, the following:
807

808 (1) Any completed work.
809

109.09

518 (2) Refer the matter to the Contractor Licensing Board for
519 appropriate action.

520
521 (3) Initiate a petition for debarment.

522
523 The State may withhold from future progress payments amounts to
524 cover any sums paid to the Contractor for work performed by a
525 subcontractor if the State finds that the subcontractor's complaint
526 regarding non-payment by the Contractor has merit.

527
528 **109.10 Withholding of Payment for Unsatisfactory Progress.** If the
529 Contractor is progressing or performing the work unsatisfactorily, the Engineer,
530 upon written notice to the Contractor, may withhold sums not exceeding 5
531 percent of the total contract price from subsequent progress payments.

532
533 The Engineer may deduct from any amounts due to the Contractor sums
534 assessed as liquidated damages as well as any other charges against the
535 Contractor allowed by law or the contract documents.

536
537 If the Contractor refuses or fails to comply with the equal employment
538 opportunity, affirmative action, non-discrimination, labor compliance, training,
539 implementing and maintaining satisfactorily the BMP and NPDES standards
540 and disadvantaged business enterprise requirements, the Engineer at its sole
541 discretion and upon written notice to the Contractor may withhold any or all of the
542 monthly progress payments that are due or to become due.

543
544 With the approval of the State, the Contractor may withdraw from time to
545 time the whole or any portion of the sum withheld after endorsing over to the
546 State and depositing with the State any general obligation bond of the State or its
547 political subdivisions suitable to the State. But in no case will the bond have a
548 face value less than the value of the amount to be withdrawn. The State may
549 sell the bond and use monies directly withheld from progress payments or the
550 final payment.

551
552 **109.11 Final Payment.** The Engineer will prepare the final estimate when
553 the State accepts the project in accordance with Subsection 108.14 – Final
554 Acceptance. Prior progress estimates and payments shall be subject to
555 correction in the final estimate and payment.

556
557 Upon final settlement, the State will pay the entire sum due less all
558 previous payments and less any sums that may have been or may be deducted
559 in accordance with the provisions of the contract upon receipt of the following
560 documents in a format acceptable to the Engineer:

561
562 (1) Consent of the surety to payment of the final estimate and
563 certificate of release from the surety.

564

1 Amend **Section 639 – Water Pollution Control** to read as follows:

2
3 **“SECTION 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION**
4 **CONTROL**

5
6 **209.01 Description.** This section describes the following:

7
8 **(A)** Including detailed plans, diagrams, and written site-specific best
9 management practices (BMP); constructing, maintaining, and repairing
10 temporary water pollution, dust, and erosion control measures at the project
11 site, including local material sources, work areas and haul roads; removing
12 and disposing hazardous wastes; control of fugitive dust (defined as
13 uncontrolled emission of solid airborne particulate matter from any source
14 other than combustion); and complying with applicable State and Federal
15 permit conditions.

16
17 **(B)** Work associated with dewatering activities and complying with
18 conditions of the National Pollutant Discharge Elimination System (NPDES)
19 general permit coverage authorizing discharges associated with construction
20 activity dewatering.

21
22 Requirements of this section also apply to borrow pit operations, haul
23 roads and Contractor’s storage sites located outside State Right-of-Way.

24
25 **209.02 Materials.** Materials shall conform to the following:

26
27 **(A) Slope Drains.** Slope drains may be constructed of pipe, fiber,
28 mats, erosion control fabric, geotextiles, rubble, portland cement concrete,
29 bituminous concrete, plastic sheets, or other materials acceptable to
30 Engineer.

31
32 **(B) Mulches.** Mulches shall be recycled materials include bagasse,
33 hay, straw, wood cellulose, bark, wood chips, or other materials
34 acceptable to Engineer. Mulches shall be clean and free of noxious weeds
35 and deleterious materials.

36
37 **(C) Grass.** Grass shall be a quick growing species such as rye grass,
38 Italian rye grass, or cereal grasses. Grass shall be suitable to the area
39 and provide a temporary cover that will not compete later with permanent
40 cover. Alternative grasses are allowable if acceptable to Engineer.

41
42 **(D) Fertilizer and Soil Conditioners.** Fertilizer and soil conditioners
43 shall be a standard commercial grade acceptable to the Engineer.
44 Fertilizer shall conform to Subsection 712.18(A) - Commercial Fertilizer.

45
46 **(E) Hydro-mulching.** Hydro-mulching used as a BMP shall consist of
47 materials in Subsections 209.02(B) - Mulches, 209.02(C) - Grass, and

48 209.02(D) –Fertilizer and Soil conditioners, with potable water meeting the
49 requirements of Subsection 712.01 - Water. Installation and other
50 requirements shall be in accordance with portions of Section 641- Hydro-
51 Mulch Seeding.

52
53 **(F) Silt Fences.** Silt fences shall be synthetic filter fabric mounted on
54 posts and embedded in compacted ground in accordance with contract
55 documents, and shall be in compliance with ASTM D6462, Standard
56 Practice for Silt Fence Installation. Silt fence posts shall be spaced a
57 maximum of 6 feet apart.

58
59 **(G) Berms.** Berms shall be gravel or sand wrapped with geotextile
60 material. Alternate materials are allowable if acceptable to Engineer.

61
62 Alternative materials or methods to control, prevent, remove and dispose
63 pollution are allowable if acceptable to Engineer.

64
65 **209.03 Construction.**

66
67 **(A) Preconstruction Requirements.**

68
69 **(1) Water Pollution, Dust, and Erosion Control Meeting.**
70 Submit site specific BMP to Engineer. Schedule a water pollution,
71 dust, and erosion control meeting with Engineer after site specific
72 BMP is accepted in writing by Engineer. Meeting shall be scheduled
73 14 days before start of construction work. Discuss sequence of
74 work, plans and proposals for water pollution, dust, and erosion
75 control.

76
77 **(2) Water Pollution, Dust, and Erosion Control Submittals.**
78 Submit the following:

79
80 **(a)** Written site-specific BMP describing activities to
81 minimize water pollution and soil erosion into State waters,
82 drainage or sewer systems. BMP shall include the following:

- 83
84 1. An identification of potential pollutants and their
85 sources.
86
87 2. A list of all materials and heavy equipment to be
88 used during construction.
89
90 3. Descriptions of the methods and devices used to
91 minimize the discharge of pollutants into State waters,
92 drainage or sewer systems.
93
94 4. Details of the procedures used for the

(Project No.)

209-2a

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maintenance and subsequent removal of any erosion or siltation control devices.

5. Methods of removing and disposing hazardous wastes encountered or generated during construction.

6. Methods of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.

7. Spill control.

8. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.

9. Methods of storing and handling of oils, paints and other products used for the project.

10. Material storage and handling areas, and other staging areas.

11. Concrete truck washouts.

12. Concrete waste control.

13. Fueling and maintenance of vehicles and other equipment.

14. Tracking of sediment offsite from project entries and exits.

15. Litter management.

16. Toilet facilities.

17. Other factors that may cause water pollution, dust and erosion control.

(b) Provide plans indicating location of water pollution, dust and erosion control devices; provide plans and details of BMPs to be installed or utilized; show areas of soil disturbance in cut and fill, indicate areas used for storage of aggregate (indicate type of aggregate), asphalt cold mix, soil or waste, and show areas where vegetative practices are to be implemented. Indicate intended drainage pattern on plans. Include separate drawing for each phase of construction that

142 alters drainage patterns. Indicate approximate date when
143 device will be installed and removed.

144
145 (c) Construction schedule.

146
147 (d) Name(s) of specific individual(s) designated responsible
148 for water pollution, dust, and erosion controls on the project
149 site. Include home and business telephone numbers, fax
150 numbers, and e-mail addresses.

151
152 (e) Description of fill material to be used.

153
154 Date and sign BMP. Keep accepted copy on site
155 throughout duration of the project. Revisions to the BMP
156 shall be included with original BMP. Modify contract
157 documents to conform to revisions. Include actual date of
158 installation and removal of BMP. Obtain written acceptance
159 by Engineer before revising BMP.

160
161 Follow guidelines in the "Best Management Practices
162 Manual for Construction Sites in Honolulu", in developing,
163 installing, and maintaining BMPs for all projects. Follow
164 Honolulu's City and County "Rules for Soil Erosion Standards
165 and Guidelines" for all projects on Oahu. Use respective Soil
166 Erosion Guidelines for Maui, Kauai, and Hawaii projects.

167
168 **(B) Construction Requirements.** Do not begin work until submittals
169 detailed in Subsection 209.03(A)(2) - Water Pollution, Dust, and Erosion
170 Control Submittals are completed and accepted in writing by Engineer.

171
172 Install, maintain, monitor, repair and replace site-specific BMP
173 measures, such as for water pollution, dust and erosion control; installation,
174 monitoring, and operation of hydrotesting activities; removal and disposal of
175 hazardous waste indicated on plans, concrete cutting slurry, concrete curing
176 water; or hydrodemolition water.

177
178 Furnish, install rain gage in a secure location for projects that require
179 NPDES permit from the Department of Health prior to field work including
180 installation of site-specific BMP. Provide rain gage with a tolerance of at
181 least 0.05 inches of rainfall, and an opening of at least 1-inch diameter.
182 Install rain gage on project site in an area that will not deter rainfall from
183 entering the gate opening. Maintain rain gage and replace rain gage that is
184 stolen, does not function properly or accurately, is worn out, or needs to be
185 relocated. Do not begin field work until rain gauge is installed and site
186 specific BMPs are in place.

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188 Address all comments received from Engineer.

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Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.

Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.

Limit maximum surface area of earth material exposed at any time to 300,000 square feet. Do not expose or disturb surface area of earth material (including clearing and grubbing) until BMP measures are installed and accepted in writing by Engineer. Protect temporarily or permanently disturbed soil surface from rainfall impact, runoff and wind before end of workday.

Protect exposed or disturbed surface area with mulches, grass seeds or hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate of 125 pounds per acre. For hydromulch use the ingredients and rates required for mulches and grass seeds.

Apply fertilizer to mulches, grass seed or hydromulch at a rate of 450 pounds per acre. Apply an additional 250 pounds per acre every 90 calendar days.

Install velocity dissipation measures when exposing erodible surfaces greater than 15 feet in height.

BMP measures shall be in place and operational (such as shaping the earthwork to control and directing the runoff) at the end of workday. Shaping earthwork may include constructing earth berms along the top edges of embankments if acceptable to Engineer.

Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road immediately. Modify stabilized construction entrances to prevent mud from being tracked onto road. Stabilize entire access roads if necessary.

Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to Engineer.

Provide temporary slope drains of rigid or flexible conduits to carry runoff from cuts and embankments. Provide portable flume at the entrance. Shorten or extend temporary slope drains to ensure proper function.

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Protect ditches, channels, and other drainageways leading away from cuts and fills at all times by either:

- (1) Hydro-mulching the lower region of embankments in the immediate area.
- (2) Placing an 8- to 15-inch layer of excavated rock, if available on-site, without reducing the cross section of the drainageway. Rocks shall be less than 4 inches in diameter.
- (3) Installing check dams and salutation control devices.
- (4) Other methods acceptable to Engineer.

Provide for controlled discharge of waters impounded, directed, or controlled by project activities or erosion control measures.

Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be source of fugitive dust.

Cleanup and remove any pollutant that can be attributed to Contractor.

Install or modify BMP measures due to change in Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted site specific BMP or a BMP that replaces an accepted site specific BMP that is not satisfactorily performing.

Properly maintain all BMP features. Inspect, prepare a written report, and make repairs to BMP measures at following intervals:

- (1) Weekly during dry periods.
- (2) Within 24 hours of any rainfall of 0.5 inch or greater which occurs in a 24-hour period.
- (3) Daily during periods of prolonged rainfall.
- (4) When existing erosion control measures are damaged or not operating properly as required by site specific BMP.

Remove, destroy, replace or relocate any BMP that must be removed, destroyed, replaced or relocated due to potential or actual flooding, or potential danger or damage to project or public.

Maintain records of inspections of BMP work. Keep continuous

283 records for duration of the project. Submit weekly copy of records to
284 Engineer.

285
286 In addition to weekly reports, submit to Engineer all amounts spent
287 initializing and maintaining BMP during previous week. Amount spent
288 includes, but is not limited to: purchases of erosion control material,
289 construction of storage areas, and installation of water pollution, erosion and
290 dust control measures. Submit report weekly along with site inspection
291 report.

292
293 Protect finished and previously seeded areas from damage and from
294 spillover materials placed in upper lifts of embankment.

295
296 The Contractor's designated representative specified in Subsection
297 209.03(A)(2)(d) shall address any BMP concerns brought up by Engineer
298 within 24 hours of notification, including weekends and holidays. Failure to
299 satisfactorily address these concerns, Engineer reserves the right to employ
300 outside assistance or use Engineer's own labor forces to provide necessary
301 corrective measures. Engineer will charge Contractor such incurred costs
302 plus any associated project engineering costs. Engineer will make
303 appropriate deductions from Contractor's monthly progress estimate.
304 Failure to apply BMP measures shall result in either or both the
305 establishment and increase in the amount of retainage due to unsatisfactory
306 progress or withholding of monthly progress payment. Continued failure to
307 apply BMP measures may result in one or more of the following: assessment
308 of liquidated damages, suspension, or cancellation of contract with
309 Contractor being fully responsible for all additional costs incurred by State.

310
311 **(C) Hydrotesting Activities.** If work includes removing, relocation or
312 installing waterlines, and Contractor elects to flush waterline or discharge
313 hydrotesting effluent into State waters or drainage systems, obtain an
314 NPDES Hydrotesting Waters Permit from Department of Health, Clean
315 Water Branch (DOH-CWB).

316
317 Do not begin hydrotesting activities until the DOH-CWB has issued a
318 Notice of General Permit Coverage (NGPC). Hydrotesting operations shall
319 be in accordance with conditions in NGPC. Submit a copy of the NPDES
320 Hydrotesting Waters Application and Permit to Engineer.

321
322 **(D) Dewatering Activities.** If excavation of backfilling operations
323 require dewatering, and Contractor elects to discharge dewatering effluent
324 into State waters or existing drainage systems, obtain NPDES General
325 Permit Coverage authorizing discharges associated with construction activity
326 dewatering from Department of Health, Clean Water Branch (DOH-CWB).
327 If permit is required, prepare and submit permit application (CWB-NOI Form
328 G) to DOH-CWB.

329

330 Do not begin dewatering activities until DOH-CWB has issued Notice
331 of General Permit Coverage (NGPC). Conduct dewatering operations in
332 accordance with conditions in NGPC. Submit copy of NPDES Hydrotesting
333 Waters Application and Permit to Engineer.

334

335 **209.04 Measurement.**

336

337 **(A)** Installation, maintenance, monitoring, and removal of BMP will be paid
338 on a lump sum basis. Measurement for payment will not apply.

339

340 **(B)** Engineer will only measure additional water pollution, dust and erosion
341 control required and requested by Engineer on a force account basis in
342 accordance with Subsection 109.04 –Force Account Provisions and
343 Compensation.

344

345 **209.05 Payment.** Engineer will pay for accepted pay items listed below at
346 contract price per pay unit, as shown in the proposal schedule. Payment will be full
347 compensation for work prescribed in this section and contract documents.

348

349 The Engineer will pay for each of the following pay items when included in
350 proposal schedule:

351

Pay Item	Pay Unit
Installation, Maintenance, Monitoring, and Removal of BMP	Lump Sum
Additional Water Pollution, Dust, and Erosion Control	Force Account

357

358 An estimated amount for force account is allocated in proposal schedule
359 under ‘Additional Water Pollution, Dust, and Erosion Control’, but actual amount to
360 be paid will be the sum shown on accepted force account records, whether this sum
361 be more or less than estimated amount allocated in proposal schedule. Engineer
362 will pay for BMP measures requested by Engineer that are beyond scope of
363 accepted site specific BMP and for litter management due to rubbish created by the
364 public on a force account basis.

365

366 No progress payment will be authorized until Engineer accepts in writing site-
367 specific BMP or when Contractor fails to maintain project site in accordance with
368 accepted BMP.

369

370 For all citations or fines received by the Department for non-compliance with
371 Notice of General Permit Coverage (NGPC), the Contractor shall reimburse State
372 within 30 days for full amount of outstanding cost State has incurred, or Engineer will
373 deduct cost from progress payment.

374

375 Engineer will assess liquidated damages up to \$27,500 per day for non-
376 compliance of each BMP requirement and all other requirements in this section.”

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379

END OF SECTION 209