

Section 1000

Environmental Compliance

1000.0 DESCRIPTION

Environmental compliance and erosion and sediment control shall be performed in accordance with the provisions of the latest published edition of the MnDOT Standard Specifications, except as modified herein.

1001.0 SUPERVISION OF WORK AND EMERGENCY CONTACTS

The Contractor shall provide an adequately trained, competent, reliable erosion control supervisor to be available 24 hours a day, during all phases of the construction. The erosion control supervisor shall act as the Contractor's representative and supervise all the Contractor's and subcontractors' forces through all phases of the work. The Contractor shall not change the erosion control supervisor for each phase of the work, nor allow a subcontractor's superintendent to act as the Erosion Control Supervisor. The erosion control supervisor shall have the authority to represent the Contractor in all issues that may arise and to obtain all equipment and manpower necessary to perform the work as directed by the Engineer. All orders from the Engineer shall be directed through this superintendent. No exceptions or modifications of these requirements will be accepted.

The Contractor shall provide the City, at or before the pre-construction conference, with a list of emergency contacts. This list shall include a telephone number to contact the project superintendent 24-hours a day, as well as three additional 24-hour emergency contacts.

1002.0 (2573) EROSION CONTROL SUPERVISOR

Section 2573.5H is deleted and replaced by the following:

H Erosion Control Supervisor

- a) No measurement will be made of the various duties that the Erosion Control Supervisor performs or of the number of hours required, but all such work will be construed to be included in the single Lump Sum Payment under Item 2573.501 (Erosion Control Supervisor). Upon satisfactory completion of one half of the allowable Working Days for the Project, the Engineer may authorize partial payment not exceeding 50 percent of the Contract bid price. The remaining percentage will be paid upon completion of the Project.

1003.0 AIR, LAND, AND WATER POLLUTION

This section covers the furnishing of all labor, materials, tools, equipment and performance of all work and services necessary for the prevention of air, land and water pollution as indicated on the plans or as specified herein or as directed by the Engineer.

1003.1 METHOD OF MEASUREMENT AND PAYMENT

- a) Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:
 - 1. Payment for the prevention of air and land pollution shall be incidental to the Project and no separate compensation will be granted.
 - 2. Payment for all work associated with the prevention of water pollution and erosion control shall be incidental to the Project and no separate compensation will be granted.

b) Specification references:

1. MnDOT Specification 1717 shall apply to the prevention of air, land and water pollution.
2. MnDOT Specification 2573 shall apply to stormwater management.
3. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1003.2 SOLID WASTE

All solid waste shall be disposed by the Contractor in accordance with the local and state solid waste disposal regulations.

1003.3 TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing sewers have to be taken up and removed, the Contractor shall, at their own cost and expense, provide and maintain temporary outlets and connections for all private or public drains and sewers. The Contractor shall also take care of all sewage and drainage which will be received from these drains and sewers; and for this purpose shall provide and maintain, at their own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor, at their own expense, shall construct such troughs, pipes, or other necessary structures, and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service.

The existing sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and so that the work under construction will be adequately protected.

1003.4 DUST CONTROL

Dust control methods shall conform to MnDOT Specification Section 2130. The Contractor shall perform dust control operations whenever necessary to prevent the production of dust in amounts damaging to property, vegetation, animals, or persons in the vicinity of the construction. The Contractor shall be responsible for any damage resulting from dust originating from the construction. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility under these Contract provisions. Options for this would include, but not be limited to the application of water or calcium chloride.

Requests for dust control shall be accomplished within 4 hours of notification and shall also include evenings and weekends as required or deemed necessary by the Owner or the Engineer. **Failure to perform the work requested within the 4 hours may result in a contract deduction of \$100 for each 4-hour period that the work is incomplete, as observed by the Engineer.**

1003.5 CLEANING OF EQUIPMENT AND VEHICLES

- a) Washing or hosing down of equipment on site is not allowed.
- b) Mortar and cement shall be prevented from contacting the ground and entering storm drains by placing erosion controls such as berms and/or sand bags, or digging pits down-slope to capture runoff.

- c) Washing concrete mixers and equipment on site is not allowed and must be returned to the concrete plant for proper disposal.
- d) Cement washouts will not be disposed of in driveways, streets, gutters or drainage ditches.
- e) Major equipment repairs and washing will occur off-site.

1004.0 NOISE POLLUTION

Noise levels shall be regulated in accordance with all applicable City and State ordinances. Noise pollution is the presence of any noise or combination of noises in such quantity, at such levels, of such nature and duration or under such conditions as could potentially be injurious to human health, safety, welfare or property, or to animal life, or could interfere unreasonably with the enjoyment of life or property.

1005.0 (2123) STREET SWEEPER (WITH PICKUP BROOM)

This work shall consist of removing aggregate, leaves and soil sediments from paved portions of the Project or adjacent roadways, open to the traveling public. Removal shall be accomplished with self-propelled street sweeping equipment. All materials shall be collected and retained within the sweeping equipment as they are swept. Disposal of the swept material shall be in accordance with MnDOT Specification Section 2104.3C.

Sweeping shall be accomplished as directed by the Engineer and in accordance with any applicable permits obtained for construction of the Project. The Contractor shall have the responsibility to inform the project engineer, or designated representative, of any roadways within or adjacent to the Project that are experiencing aggregate or soil deposits due to project construction activities.

- a) The need for roadway sweeping and cleaning is directly related to the construction activities being performed on the Project. It is also included as part of the Construction Storm Water Pollution Prevention Plan (SWPPP). At times, sweeping and cleaning operations may be needed on a daily basis and other times less frequent needs will exist. When appropriate, a sweeping and cleaning schedule may be developed to ensure adequate debris removal for the roadways on a timely basis.
- b) The method of measurement and basis of payment under Item 2123.610 Street Sweeper (with Pickup Broom) shall be by the hour for the actual time spent sweeping the project roadways or adjacent streets as directed by the Engineer. Payment by the hour, as measured to the nearest one-half hour, shall be compensation in full for all costs incidental thereto, including but not limited to labor, equipment, water and debris disposal. No additional compensation shall be paid for overtime labor which may be required to complete all necessary sweeping.
- c) The unit price bid for Item 2123.610 Street Sweeper (with Pickup Broom) shall not be subject to any price adjustments as provided in MnDOT 1903.
- d) Payment under Item 2123.610 Street Sweeper (with Pickup Broom) will only be for those hours of sweeping necessary to keep the project roadway and adjacent roadways clean from construction debris as ordered by the Engineer. No payment will be made for sweeping normally required to construct the Project as

specified; such as cleaning milled surfaces prior to paving, and between bituminous lifts, prior to placement of pavement markings, etc. No payment will be made under this item for sweeping done by "kickoff brooms".

1006.0 TREE AND LANDSCAPE PRESERVATION

Significant care must be taken to protect existing trees and shrubbery that the Engineer feels may be impacted by the construction. **The Contractor will be required to meet with the Natural Resources Coordinator on-site to review procedures for successful protection of trees throughout the Project.** Special care must be taken when in close proximity to any such vegetation to prevent unnecessary cutting, breaking, or shredding of roots, wounding or scraping of trunks, smothering of root systems by stockpiling of construction materials or excavated materials within their drip lines, excess foot or vehicular traffic, or parking of vehicles within their drip lines.

The Contractor shall install tree protection fencing, as directed by the Engineer.

The Contractor shall exercise due caution to protect existing tree branches. All branches that have been damaged by the Contractor shall be properly trimmed in accordance with International Arboriculture Standards (ANSI A300 Construction Management Standard) by the end of the workday. The Contractor shall also notify the Engineer immediately of any damaged branches.

When excavating near trees, the Contractor shall cut cleanly back to the soil line, all exposed, shredded or torn roots greater than one-and-a-half (1-½) inch in diameter, with proper pruning equipment. The cost to cut roots shall be incidental for which there shall be no direct compensation. When excavating or sloping within fifteen (15) feet of any tree, the Contractor shall coordinate all such efforts with the Natural Resources Coordinator. Standard excavation procedures may need to be modified for large trees that have their trunks closer than five (5) feet from the excavation or sloping limits.

The Contractor shall protect and preserve all trees not scheduled for clearing or grubbing as directed by the Engineer. The Contractor shall not place temporary structures, store materials, clean out or drain equipment, or conduct unnecessary construction activities within a distance of twenty-five (25) feet outside of the drip line of trees designated to be preserved on the Construction Drawings without approval from the Engineer.

The Contractor shall not place or store material (including common borrow and topsoil) outside of the construction limits.

Construction access/traffic within drip lines of protected trees: If access to the construction site or the construction site itself lies within the protected drip line zone, the Contractor shall protect this zone with an eighteen (18) inch depth of shredded hardwood mulch.

The Contractor shall limit excavation to the minimum depth necessary for construction.

If roots are exposed during excavation, roots should be cut off cleanly, with a sharp tool, and re-covered with soil as soon as possible. If covering with soil is not possible immediately after cutting, roots should be kept moist (moistened and covered with plastic) until they can be re-covered with soil.

The Contractor shall regularly and consistently water root-damaged trees during the growing season when root damage occurs in order to maintain adequate but not excessive soil moisture. The Contractor shall saturate the soil within the undisturbed portion of the drip line of impacted trees to the depth of eighteen (18) inches. The Contractor shall adjust the intervals and frequency of watering according to prevailing moisture and weather condition.

Filling within the drip lines of specimen trees within the construction limits: When directed by the Engineer, the Contractor shall use sandy loam topsoil, instead of common borrow fill, to fill within drip lines of specimen trees. Amount and depth of fill will vary with each tree situation.

If construction activities result in any unforeseen or additional impacts to trees, which are designated to be preserved, the type and extent of impact should be noted and the forestry consultant for the City contacted to inspect the tree and site. In a situation where preserved tree health has been compromised, application of Cambistat (growth regulator) will be prescribed (paid for by Contractor), with application conducted by St. Louis Park licensed tree service.

The Contractor shall place the topsoil in a manner that will avoid over-compaction and shall establish ground cover consistent with the adjacent areas as approved by the Engineer.

Tree protection shall be incidental to the construction of the Project.

1007.0 EMERALD ASH BORER COMPLIANCE

All or part of this Project is located in a county which the Minnesota Department of Agriculture (MDA) has placed under an Emerald Ash Borer Quarantine. Contractor may contact MDA at 1-888-545-6684 or visit the Emerald Ash Borer website at <http://www.mda.state.mn.us/plants/pestmanagement/eab.aspx> to find more information. The Contractor must comply with the following requirements.

The Contractor **will not**:

- a) Offer any part of an Ash tree (*Fraxinus* spp.) from a quarantined area to any industry or individual without an Emerald Ash Borer Compliance Agreement with MDA; or
- b) Make available any part of an ash tree or any non-coniferous (hardwood) species with bark from the quarantined area for use as firewood; or
- c) Transport any part of an ash trees, in any form, outside of a quarantined county without complying with an Emerald Ash Borer Compliance Agreement with MDA; or
- d) Transport any part of ash trees, in any form, outside the state of MN without contacting John.o.haanstad@aphis.usda.gov to obtain the United States Department of Agriculture's and the MDA's joint approval of the Emerald Ash Borer Compliance Agreement.

The Contractor **will**:

- a) Dispose of ash trees according to the Emerald Ash Borer Compliance Agreement; and
- b) Use the ash wood chips within the construction limits for erosion control, construction exit pads, or other project-related needs.
- c) The City will not: directly compensate the Contractor for compliance with these requirements.

1008.0 AQUATIC INVASIVE SPECIES

When work in waters of the State is required Contractors are required to follow the procedures set forth by the Minnesota Department of Natural Resources and can be found at: http://www.dnr.state.mn.us/invasives/water_access.html

The Aquatic Invasive Species that are applicable to this Project are outlined in the Project Stormwater Pollution Prevention Plan. If the Contractor encounters an Aquatic Invasive Species that have not been identified in the Project Stormwater Pollution Plan during construction the Contractor must cease work immediately and contact the Engineer and the Minnesota Department of Natural Resources.

No additional compensation shall be allowed the Contractor for any claims of crews being held up because of encountering unknown Aquatic Invasive Species.

1009.0 HAZARDOUS OR CONTAMINATED MATERIALS

If, during construction hazardous or contaminated materials are encountered, the Contractor shall cease activities immediately and contact the Engineer.

The Engineer reserves the right to increase or decrease the quantity for hazardous or contaminated material handling and no adjustment of the unit price bid will be allowed for such change in quantities.

No additional compensation shall be allowed the Contractor for any claims of crews being held up because of encountering unknown hazardous or contaminated.

1010.0 ENVIRONMENTAL REMEDIATION AND PENALTIES

The Contractor has entered into Contract with the City to protect the environment and to maintain permit compliance during and after construction. The project plans have been developed in compliance with state, local, and federal guidelines and have been issued permits to complete the work. The Contractor shall follow the permit guidelines within the project plans.

The Contractor shall be responsible for any updates to the Stormwater Pollution Prevention Plan as necessary as site conditions change and communicate in writing all of these updates to the Engineer within 24 hours. If the Contractor is found to be not in compliance with any permit guideline the Contractor will be allowed the specified timeframe to bring the site back into compliance. If the site is not brought back into compliance the Contractor will receive a work order from the Engineer ordering the site into compliance, project payments will be delayed or liquidated damages may be levied until the site has been brought back into compliance.

If the Contractor is found to be in non-compliance and receives financial or remedial penalties from any local, state, or federal agency, the Contractor shall be solely responsible for any and all monetary penalties, court and attorney costs for the City, and reimbursement for City staff time. In addition, the Contractor shall also be solely responsible for any remediation or restoration costs that may result from the enforcement action.

In the event there is a pollutant discharge offsite the Contractor shall notify the Engineer immediately and the State Duty Officer at 1-800-422-0798.

1011.0 ENVIRONMENTAL PERMITS

The Contractor is required to follow the provisions for each permit that has been issued for the Project and is considered as incidental to the Project.

The Contractor shall become a co-permittee with the Owner, or on the existing permit, to ensure compliance with the City's Erosion Control Permit and the National Pollutant Discharge Elimination Systems (NPDES) Municipal Separate Storm Sewer System (MS4) and General Storm Water Permit required by the Minnesota Pollution Control Agency (MPCA). These permits establish conditions for discharging stormwater into the Waters of the State from construction activity that disturbs 5,000 square feet or excavates 50 cubic yards or more.

If the Project requires dewatering, the Contractor shall develop a detailed dewatering plan for the protection of the downstream receiving waters, according to city requirements. The Contractor shall obtain the City's dewatering permit: <https://www.stlouisparkmn.gov/government/departments-divisions/engineering/engineering-permits/dewatering-permit> and the Department of Natural Resources Water Appropriations permit. Testing of groundwater is required prior to discharge, per city requirements. If contamination is identified in the groundwater and are above drinking water standards, discharges must be directed to the sanitary sewer per city requirements. The Contractor shall acquire the Special Discharge Permit, issued by the Metropolitan Council Environmental Services.

1012.0 (1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT-

Pollution of natural resources of air, land and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (MPCA), and in accordance with the provisions of MnDOT 1717, 1803.5 and the following:

1012.1 MPCA CONSTRUCTION STORMWATER GENERAL PERMIT, AUTHORIZATION TO DISCHARGE STORMWATER

The Contractor shall furnish, install and maintain temporary and permanent erosion and sediment control devices in accordance with the provisions of 2105.5, 2573, 2575, as shown in the Plans, in accordance with the provisions of the Special Provisions Attachment "Minnesota Pollution Control Agency General Permit, Authorization to Discharge Storm Water", and the following:

The City has applied for and received coverage under the above mentioned permit by signing both the Owner's and Contractor's certification blanks on the permit application. The City shall retain a copy of the original permit application. Upon award of the Contract, the City and the Contractor shall execute the Storm Water Permit Transfer/Modification Application form and submit it along with a copy of the original application to the Minnesota Pollution Control Agency. The Minnesota Pollution Control Agency, upon receipt of the Storm Water Permit Transfer Modification Application, will amend it to the original permit application thereby making both the City and the Contractor co-permittees for the requirements of the General Permit, "Authorization to Discharge Storm Water."

There is no fee for the transfer of the permit. Work may not begin until all transfer permit forms are signed and dated and the Contractor identifies by name a person knowledgeable and experienced in the application and implementation of the Storm Water Pollution Prevention Plan, and has developed a chain of responsibility for all operators (subcontractors) on the site, in accordance to Part III.A.1 of the General Permit.

The Contractor shall be solely responsible for complying with the requirements of General Permit where Contractor is referenced in Part II.B.2: Permittee(s) for Parts II.B, II.C and IV.

The Contractor shall be responsible for providing all inspections, documentation, record keeping, maintenance, remedial actions, repairs required by the permit. All inspections, maintenance, and records required in the General Permit Part IV.E, Inspections and Maintenance, shall be the sole responsibility of the Contractor. The word "Permittee" in these referenced paragraphs shall mean "Contractor". Standard forms for logging all required inspection and maintenance activities shall be used by the Contractor. All inspection and maintenance forms used on this Project shall be turned over to the Engineer every two weeks for retention in accordance with Part IV.E, Inspections and Maintenance of the permit.

The Contractor shall have all logs, documentation, inspection reports on site for Engineer's review and shall post the permit on site. The Contractor shall immediately rectify any shortcomings noted by the Engineer. All meetings with the MPCA, Watershed District, WMO, or any regulatory authority shall be attended by both the Engineer and the Contractor or their representatives. No work required by said entities, and for which the Contractor would request additional compensation, shall be started without approval from the Engineer. No work required by said entities and for which the changes will impact the design or requirements of the Contract documents or impact traffic shall be started without approval from the Engineer.

The Contractor shall immediately notify the Engineer of any site visits by Local Permitting Authorities performed in accordance with Part V.H, Inspection and Entry.

If the Contractor fails to perform the requirements as listed herein, the Engineer will issue a Work Order detailing the required action. The Contractor shall start the required action within twenty-four (24) hour of receipt of the Work Order and continue the

required action until the Project is brought into compliance with the permit. Failure to perform the required action as specified, shall subject the Contractor to a \$1000/calendar day deduction.

The Contractor shall review and abide by the instructions contained in the permit package. The Contractor shall hold the City harmless for any fines or sanctions caused by the Contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents.

1012.2 SCHEDULE AND CONSTRUCTION PHASING

1012.2.1 STORMWATER POLLUTION PREVENTION PLAN

The Contractor's attention is hereby called to the requirements for staged construction as indicated in the Stormwater Pollution Prevention Plan. The Contractor shall submit plans and schedules to the Engineer for approval detailing their proposed scheme and sequence of operations. No compensation, other than for plan pay items, will be made for complying with the above requirements.

1012.2.2 PROJECT SCHEDULE

The Contractor can submit alternative schedules for the environmental compliance work for review and approval by the Engineer. The intent of this Project is to complete the work with the minimal amount of delay and quickly as possible. If an alternative Contractor schedule is approved they will be required to complete the work as specified in their schedule or liquidated damages will be applied as specified in the Failure to Complete the Work on Time section below.

1013.0 EROSION CONTROL

Erosion Control materials and installation shall be performed in accordance with MnDOT Specifications Section 2573 Storm Water Management and Section 2575 Establishing Vegetation and Controlling Erosion.

The Contractor shall exercise care to provide erosion protection on slopes disturbed by construction particularly adjacent to ponds, wetlands and waterways before construction begins. These areas shall be protected by properly installed silt fence or other means as approved by Engineer. Erosion protection facilities, shall be maintained until the Engineer approves removal.

During construction, the Contractor shall take the necessary precautions to prevent sediment leaving the disturbed area; such sediment that becomes deposited elsewhere in street, storm sewers, ponds, or wetlands downstream shall be removed at the Contractor's expense. Any and all work that may result from the ineffectual maintenance of erosion control shall be at the Contractor's expense. This may include, but is not limited to, sewer cleaning, sod replacement, street cleaning, curb and gutter replacement and sediment removal.

Any materials that enter a sewer system, street, lake, or wetland shall be removed by the Contractor immediately without compensation, as directed by the Engineer.

The Minnesota Erosion Control Association (www.mnerosion.org) updates its reference guide yearly, which includes a list of erosion control suppliers and contractors. Also,

MnDOT maintains a list of approved Erosion Control products at <http://www.mrr.dot.state.mn.us/materials/materials.asp> click on *Product Lists*.

The Contractor shall report to the Engineer, in writing, any undesirable conditions (i.e., sand in manholes or pipes, sedimentation in ponds, etc.) prior to commencing work in any area. Once street or utility work has commenced, it will be assumed that all sedimentation, except that reported above, has been caused by the Contractor's operations, and it shall be their responsibility to make the necessary repairs.

Unless pay items are included for erosion control measures, such costs shall be incidental to the Project. Erosion control measures may include, but are not limited to, silt fence, inlet protection, erosion stabilization mats, biorolls, and rock checks.

When a bid item for erosion control measures, such as silt fence, is included in the Bid, the unit price shall include all labor and materials to install, maintain and remove the erosion control measures. Payment will not be made for replacing damaged, stolen or otherwise non-functional erosion control measures. Once installed, the Contractor shall maintain the erosion control measures and keep the upstream areas clear of sediment.

Partial payment of Erosion Control devices shall be in accordance with the following:

When an erosion control device is installed	50%
Upon removal of erosion control device	50%

Deductions in payment may occur due to lack of maintenance records, poor maintenance, poor device quality, or any other reason the Engineer deems reasonable.

1013.1 INLET PROTECTION

Storm sewer inlets shall be protected by the various options detailed in the plans. Options listed therein are: sediment filter sacks (available from Northern Waterworks supply 800-437-4362), and metal basket type (available from WIMCO). Other Engineer-approved means may be used to prevent the entry of eroded material in to the storm sewer system; however, the Contractor must obtain approval for an alternate option before installing any erosion control.

Payment for "inlet protection", whether it is one of the above-listed options or another Engineer-approved product, per each, shall be compensation in full for installation, maintenance, cleaning, removing and replacing with a new device if necessary, and final removal of the erosion control device. This is regardless of shape or size needed and for the duration of the Contract.

1013.2 EROSION CONTROL INSPECTION LOG AND MAINTENANCE

The Contractor shall have an Erosion Control Supervisor who holds a current Minnesota Erosion Control Certification. During construction, all erosion control measures and best management practices (BMPs) will be the responsibility of the Contractor.

The BMPs will remain in effect until the entire site has undergone final stabilization. All erosion control devices will require maintenance while they are installed. The Contractor will inspect all devices once every seven days during construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. Inspections must include

stabilized areas, erosion prevention BMPs, sediment control BMPs, and infiltration areas. All inspection information shall be included on the inspection log, including the date of inspection and the initials of the inspector. **Repair of damaged erosion control measures must be completed within 24 hours of their discovery. If the Contractor does not comply with the erosion control plan or requests from the Engineer, the Engineer may take such action as deemed appropriate to control erosion, including deductions in payment to sweep streets and repair, maintain, or replace erosion control devices.**

The Contractor is responsible for ensuring these devices are operating properly, letting drainage through and trapping sediment, on a regular basis and especially during and after inclement weather.

The Contractor must maintain and/or replace that portion of the erosion control program that may be disturbed for construction purposes at no additional compensation.

All entries in the log shall include the date and time of the inspection, corrections or modifications to erosion control and be signed by the person making the inspection and copies of these logs MUST be submitted to the Engineer each Monday until the entire site has undergone final stabilization.

1013.3 TEMPORARY CONSTRUCTION ENTRANCE

This work consists of furnishing, installing, maintaining, and removing temporary construction entrances as required by NPDES permit or as directed by the Engineer, with the purpose of reducing solids tracked by construction vehicles from the site to surfaces outside the site where runoff can carry the solids to stormwater discharge.

If rock is used as a construction entrance, materials shall consist of Class 1 Crushed Rock, MnDOT 3138 and Type IV Geotextile Fabric, MnDOT 3733 or other material approved by the Engineer. The minimum rock depth shall be six (6) inches. Geotextile fabric shall be used under the rock to prevent migration of underlying soil into the rock. See detail for "Rock Construction Entrance." In the instance where a full 50 feet is not applicable due to site constructions, such as minor collector streets within a street reconstruction, the Contractor shall place rock as directed by the Engineer to maintain compliance with NPDES regulations. For these minor entrances, the unit cost will be only for the tonnage of rock used.

Alternatives to using rock for Temporary Construction Entrances are Mud Mats and FODS Trackout Control Mat System.

Select construction exit Best Management Practice (BMP) based on soil type, time of year, and nature of construction activity. Used materials generated by the Project as construction exit controls whenever possible. Maintain exit controls during the Project.

Clean paved streets at the end of each working day, or more frequently as necessary to provide safety to the traveling public. During periods of hauling materials offsite, the Contractor shall have a sweeper on site to ensure that sediments remain on site and ensure public safety.

Temporary Construction Entrances will be measured by each acceptably installed as specified. Payment will be made under Item 2573.602 "Temporary Construction

Entrances" at the Contract bid price per each, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to complete the work as specified, including the costs of maintenance and removal as required by the Contract.

1014.0 FAILURE TO MAINTAIN COMPLIANCE OR COMPLETE WORK ON TIME

The Contractor will be subject to a daily charge for failure to maintain compliance with project permits, failure to bring the site back into compliance within defined schedule, to complete work to maintain, or maintain the schedule. A **\$300.00** monetary deduction per calendar day will be assessed and the amount deducted from any monies due the Contractor, not as a penalty but as liquidated damages, until all work is completed to the satisfaction of the Engineer. No extension of time will be granted for delays caused by weather.

The monetary deductions as set forth above may apply equally, separately and may be assessed concurrently with other damages as described in these special provisions and the Standard Specifications for Construction.

Conflicts with existing utilities or relocation of such utilities not under the Contractor's control shall not be considered a valid reason for failure to maintain compliance with the plans and specifications and for the completion of work within the specified time. The City shall not be responsible for any extra costs due to delays for any conflicts.

1015.0 COMPENSATION FOR INCREASED OR DECREASED ENVIRONMENTAL COMPLIANCE QUANTITIES

It should be noted that there will be no adjustment in unit price for increased or decreased environmental compliance quantities. In addition, the City reserves the right to increase or reduce certain quantities or delete certain items from each section of the bids as the City sees fit, either before or after the Award of Contract. There will be no additional compensation due to remobilization of equipment as necessary to complete punch list items or other items not completed by the Contractor. There will be no additional compensation due to restocking charges for materials not used on the Project.