APPENDIX 3 SWPPP Manual

Storm Water Pollution Prevention Plan

For:

Petaluma Community Sports Field Baseball Diamond 2430 E Washington St Petaluma, California 94954 APN: 136-070-031

> Grading Permit No: TBD Building Permit No: TBD

Discharger: GSM Landscape Architects c/o Bart Ito Authorized Representative 1700 Soscol Ave, Suite 23 Napa, California 95492 (707) 255-4630

> Contractor: TBD Address Address (###) ###-#### Contact

Qualified SWPPP Practitioner (QSP) TBD Company Address Address (###) ###-#####

Qualified SWPPP Developer (QSD) Rick Carlile BKF Engineers 200 Fourth Street, Suite 300 Santa Rosa, California 95401 (707) 583-8533

> SWPPP Preparation Date: March 28, 2020 BKF # 20169131-10

Estimated Project Dates: Start of Construction: August 15, 2021 Completion of Construction: October 1, 2022 WDID No.: <u>TBD</u>

DRAFT

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SWPPP Certification Statement by Qualified SWPPP Developer (QSD)

Project Name: <u>Petaluma Community Sports Field Baseball Diamond</u>, APN: 136-070-031

Town Permits:

Grading Permit No: TBD Building Permit No: TBD

BKF Project Number: 20169131-10

"This document and all attachments were prepared under my direction or supervision as a Qualified SWPPP Developer. To the best of my knowledge and belief, the information submitted is true, accurate, and complete."

QSD's Signature

Rick Carlile, Professional Engineer QSD's name and title Date of SWPPP Preparation

(707) 583-8533 Telephone Number

00933 QSD's Qualifying Professional Registration

SWPPP Certification Statement by Discharger

Discharger (Owner or Legally Responsible Person - LRP) Certification of the Storm Water Pollution Prevention Plan

Project Name: <u>Petaluma Community Sports</u> Field Baseball Diamond, APN: 136-070-031

Town Permits:Grading Permit No: TBDBuilding Permit No: TBD

BKF Project Number: 20169131-10

"I certify under penalty of law that this document and all attachments were prepared by a Qualified SWPPP Developer, (QSD), under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Discharger (LRP)'s Signature

Date

TBD, Position

Discharger's name and title

____(707) 303-1004____ Telephone Number



Section 1 SWPPP Requirements

1.1 Introduction

This SWPPP has been prepared to comply with the California's General Permit for *Storm Water Discharges Associated with Construction and Land Disturbance Activities* (General Permit) - State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-0006-DWQ, under NPDES No. CAS000002.

The Contractor shall designate a Qualified SWPPP Practitioner (QSP) to implement the provisions of the SWPPP and the Construction Site Monitoring Program (CSMP), and shall comply with the narrative effluent standards listed below:

- Storm water discharges and authorized non-storm water discharges regulated by this General Permit shall not contain a hazardous substance equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.
- Dischargers shall minimize or prevent pollutants in storm water discharges and authorized nonstorm water discharges through the use of controls, structures, and management practices that achieve BAT (Best "economically" Available Technology) for toxic and non-conventional pollutants and BCT (Best Conventional "pollution control" Technology) for conventional pollutants.

The Contractor shall notify the Owner if the QSP is no longer associated with the work. The Owner shall be notified within 24 hours and a qualified replacement named within 72 hours. The replacement QSP shall meet the Permit certification requirements.

The QSP shall have the training described in Section 5 of this SWPPP and shall be listed on the <u>SMARTS</u> system prior to the start of construction. The Legally Responsible Person (LRP) shall ensure that SWPPPs for all traditional project sites are developed and amended or revised by a Qualified SWPPP Developer (QSD).

This SWPPP has been designed to address the following objectives:

- 1. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion and all other activities associated with construction activity are controlled.
- 2. Where not otherwise required to be under a Regional Water Quality Control Board (RWQCB) permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated.
- 3. Site BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity to the Best Available Technology/Best Control Technology (BAT/BCT) standard.
- 4. Calculations and design details as well as BMP controls for site run-on are complete and correct.
- 5. Stabilization BMPs installed to reduce or eliminate pollutants after construction are completed.
- 6. Identify post-construction BMPs, which are those measures to be installed during construction that are intended to reduce or eliminate pollutants after construction is completed. See Section 3.4 for post-construction BMPs.



7. Identify and provide methods to implement BMP inspection, visual monitoring, and Construction Site Monitoring Program (CSMP) requirements to comply with the General Permit.

1.2 Permit Registration Documents

The LRP must electronically file Permit Registration Documents (PRDs) prior to the commencement of construction activity. PRDs are to be submitted to the Storm Water Multiple Application and Report Tracking System (SMARTS). Failure to obtain coverage under this General Permit for storm water discharges to waters of the United States is a violation of the Clean Water Act and the California Water Code.

	Name of PRD	Date of Preparation	Date of Online Submittal
\square	Notice of Intent (NOI)	TBD	TBD
\square	Risk Assessment	3/30/2020	TBD
	Site Map	3/30/2020	TBD
	SWPPP	3/30/2020	TBD
	Annual Fee		TBD
\square	Signed Certification Statement	TBD	TBD

1.3 SWPPP Availability and Implementation

The QSP is responsible for making available the original SWPPP at the construction site during working hours while construction is occurring. The SWPPP shall be made available upon request by a State or Municipal inspector. When the original SWPPP is retained by a crewmember in a construction vehicle, and is not currently at the construction site, current copies of the BMPs and map/drawing shall be left with the field crew, and the original SWPPP shall be made available via a request by radio/telephone.

This SWPPP shall be implemented concurrently with construction site move in and remain in effect until a Notice of Termination for the site is approved by the Regional Water Quality Control Board.

1.4 SWPPP Amendments

All amendments proposed or implemented to the SWPPP shall be approved and signed by the QSD. Amendments are to be dated, included in the SWPPP in Appendix C, and logged in Appendix C.

1.5 Retention of Records

The QSP is required to maintain a paper or electronic copy of all required records throughout construction, and provide copies of these reports to the LRP when requested during the job and at the end of the job. The LRP shall retain a copy of all required records for three years from the date generated or the date submitted to the State Water Board or Regional Water Boards, whichever is the latter. A copy of these records must be available at the construction site and within Appendix O of this SWPPP until construction is complete. The LRP shall furnish the RWQCB, SWRCB, or US



Environmental Protection Agency (EPA) any requested information to determine compliance with this General Permit within a reasonable time.

1.6 Required Non-Compliance Reporting

The QSP is required to properly document reportable discharges or other violations of the General Permit. <u>Please see Section 2.3 for potential impacts to SWPPP requirements.</u> As discussed in the CSMP in Appendix S, the QSP shall submit all sampling reports and all field or laboratory analytical data electronically using the <u>SMARTS</u> system, as part of the Annual Report, including but not limited to the following:

- Any discharge violations or to comply with RWQCB enforcement actions.
- Discharges which contain a hazardous substance in excess of reportable quantities established in 40 CFR §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.

Documentation of all reportable exceedances shall be included in this SWPPP under Appendix D.

1.7 Annual Report

The QSP is responsible for preparing and electronically submitting an Annual Report no later than September 1st of each year. Reporting requirements are identified in Section XVI of the General Permit and include (but are not limited to) providing a summary of:

- 1) Corrective actions and compliance activities, including those not implemented;
- 2) Violations of the General Permit;
- 3) Date, time, place, and name(s) of the inspector(s) for all sampling, inspections, and field measurement activities;
- 4) Visual observation and sample collection exception records; and
- 5) Training documentation of all personnel responsible for General Permit compliance activities.

The LRP is responsible for certifying the Annual Report via SMARTS, and is required to retain paper copies of all submitted documents for a period of 3 years after the Notice of Termination is accepted.

1.8 Changes to Permit Coverage

The Construction General Permit allows a permittee to reduce or increase the total acreage covered under the General Permit when a portion of the project is complete and/or conditions for termination of coverage have been met; when ownership of a portion of the project is sold to a different entity; or when new acreage is added to the project. To change the acreage covered, the permittee must electronically file modifications to PRDs (revised NOI, site map, SWPPP revisions as appropriate, and certification that new landowners have been notified of applicable requirements to obtain permit coverage, including name, address, phone number, and e-mail address of new landowners) in accordance with requirements of the General Permit within 30 days of a reduction or increase in total disturbed area.

Include any updates to PRDs submitted via <u>SMARTS</u> in Appendix E. Document any related SWPPP revisions/amendments in Appendix C.

1.9 Construction Site Monitoring Program

The QSP is to implement the Construction Site Monitoring Program (CSMP) in accordance with the requirements found in Appendix A. The CSMP is included in this SWPPP in Appendix S.



1.10 Notice of Termination

To terminate coverage under the General Permit, a Notice of Termination (NOT) must be submitted electronically via <u>SMARTS</u>. A "final site map" and photos are required to be submitted with the NOT. Filing a NOT certifies that all General Permit requirements have been met. The NOT is submitted when the construction project is complete, and within 90 days of meeting all General Permit requirements for termination and final stabilization including:

- The site will not pose any additional sediment discharge risk than it did prior to construction activity.
- All construction related equipment, materials and any temporary BMPs no longer needed are removed from the site.
- Post-construction storm water management measures are installed, and a long-term maintenance plan that is designed for a minimum of five years has been developed.

The NOT must demonstrate through photos that the project meets all of the requirements of Section II.D.1 of the General Permit by the 70% final cover method (no computational proof required).

1.11 Contractor Activities Location Map

Locations of storage areas for waste, vehicles, service, loading/unloading of materials, access (entrance/exits) points to construction site, fueling, and water storage, water transfer for dust control and compaction practices shall be shown on this map and updated regularly by the QSP. All updates of the Contractor Activities Location Map shall be included in Appendix T.

1.12 Other Plans/Permits

The following list indicates other local, state, and federal permits that are known to be associated with this project, as well as other pertinent reports and investigations. Information regarding these permits, approvals, reports or investigations may be obtained through the owner of the project and may be included in Appendix J ~ Agency Approvals and Miscellaneous Documents.

- "Geotechnical Investigation East Washington Park Petaluma, Ca" prepared for Winzler & Kelly Consulting Engineers by Miller Pacific Engineering Group, dated September 30, 2008.*
- "Geotechnical Design Recommendations East Washington Park Phase 2" Prepared by Miller Pacific Engineering Group, Dated October 25, 2017.
- "Geotechnical Design Recommendations East Washington Park Phase 2" Prepared by Miller Pacific Engineering Group, Dated January 10, 2020.*
- * It is recommended that the SWPPP and Storm Water Mitigation Plan be kept together at the site office.



Section 2 Project Information

2.1 Project and Site Description

The Petaluma Community Sports Field Baseball Diamond project is the second phase of the East Washington Park project. This portion of the project involves the development of a new baseball field, additional parking, walkways, and a concessions/restroom building. The site is located along the northeast edge of Petaluma immediately northeast Rooster Run Golf Course and southeast East Washington St. The entire property including all phases of development is approximately 24.87 acres. Phase 1 included the development of three soccer fields and accompanying concrete walkways near the south end of the property and an access drive path which connected from East Washington St to a turnaround at the south end. This included parking stalls along the southern half of the drive path and a large retention basin at the south corner of the property.

The development of Phase 2 includes development of the middle portion of the property and a widening of the existing access roadway to include parking stalls and sidewalks similar to the improvements of phase 1. The phase 2 improvements limits of construction include approximately 6.37 acres of the property.

Initial construction activities will include:

- Demolition of Existing Pavement and Planter Areas
- Rough Grading
- Subgrade Construction for New Driveways

To reduce pollutant run-off, construction practices may include, but are not held or limited to:

- Soil Stabilization Practices
- Practices to Reduce Tracking Sediment Onto Public and Private Roads
- Practices to Minimize Wind Erosion
- Practices to Minimize Contact with Storm Water
- Pre-Construction Control Practices

Site improvements will include:

- Fine Grading
- Construction of the Public City Street
- Construction of Finished Driveways, Sidewalks, Single Family Homes
- Paving and Construction of Hardscape Improvements and Associated Underground Utilities
- Landscaping

As described in detail in the Geotechnical Investigation prepared by Miller Pacific Engineering Group, the site is generally high placidity, silty clay (Adobe Clay) to depths of 3.0 to 9.0-feet below the ground surface, underlain by stiff, low to medium placidity silty and sandy clay. The water table was not encountered in any of the site borings. No faults run across the project site.

The rainy season in this area is October 15th through April 15th.



Site elevations range from approximately 108' at the northwest corner near the road entrance draining southeast to an elevation of approximately 95' at the corner of discharging into the wetlands area. Existing overland release paths across the site run to an established drainage channel. The proposed drainage system will be redirected to bioretention basins and discharge to the same wetlands areas. The proposed storm drain system is described in detail in the Stormwater Management Plan prepared by BKF Engineers.

2.2 Site Data / Storm Water Run-On from Off-Site Areas

Site Data

See Improvement Drawings.

2.3 Findings of the Construction Site Sediment and Receiving Water Risk Determination

The risk level for this project is 2. Receiving Water Risk Determination calculation sheet is included in the SWPPP as a part of Appendix B.

As described above in Section 1.6 "Required Non-Compliance Reporting", the QSP is required to properly document reportable discharges or other violations of the General Permit. Exceedances and violations may result in the project being subject to the more stringent monitoring and reporting requirements applicable to a Risk Level 3 project. This would require a major amendment to the project SWPPP, including an expanded CSMP.

2.4 Construction Schedule

Listed below are the four identified phases of construction and their proposed start dates:

August 1, 2020 to November 1, 2020 November 1, 2020 to February 1, 2021 February 1, 2020 to October 1, 2021 Grading and Land Development Subgrade stabilization and Street Expansion Field and Facilities Installation

This schedule is subject to change depending on permitting processes, phasing, and conditions encountered during construction and weather conditions. The QSP is required to keep an updated and detailed schedule in Appendix F.

2.5 Potential Construction Site Pollutant Sources

The following is a list of example construction materials and activities that have the potential to contribute pollutants, other than sediment, to storm water run-off:

- Vehicle fluids, including oil, grease, petroleum, and coolants
- Asphaltic emulsions associated with asphalt concrete paving operations
- Cement materials associated with Portland cement concrete (PCC) paving operations, drainage structures, median barriers, and bridge construction
- Base and subbase material
- Joint and curing compounds
- Concrete curing compounds
- Paints
- Solvents, thinners, and acids
- Sandblasting materials
- Mortar mix
- Raw landscaping materials and wastes (topsoil, plant materials, herbicides, fertilizers, mulch, pesticides)
- BMP materials (sandbags, liquid copolymer)
- Treated lumber (materials and waste)
- PCC rubble
- Masonry block rubble
- General litter

Construction activities that have the potential to contribute sediment to storm water discharges include:

- Clear and grub operations
- Grading operations
- Soil import and export operations
- Utility excavation operations
- Sandblasting operations
- Landscaping operations
- Painting

The QSP is required to maintain an ongoing and active list of potential pollutant sources, construction activities, and identify areas of the site where additional BMPs are necessary to reduce or prevent pollutants in discharges. This "SWPPP Construction Site Pollutant Checklist" must be consistent with the Material Safety Data Sheets (MSDS) for the project. It is recommended that the SWPPP and MSDS be kept together at the site office, together with the Stormwater Management Plan.



A template for the SWPPP Construction Site Pollutant Checklist is provided in Appendix G. In completing the list, the QSP, contractor, and subcontractors shall address at a minimum:

- 1) The quantity, physical characteristics (e.g., liquid, powder, solid), and locations of each potential pollutant source handled, produced, stored, recycled, or disposed of at the site.
- 2) The degree to which pollutants associated with those materials may be exposed to and mobilized by contact with storm water.
- 3) In describing method of control and protection, Contractor shall consider the direct and indirect pathways that pollutants may be exposed to storm water or authorized non-storm water discharges. This shall include an assessment of past spills or leaks, non-storm water discharges, and discharges from adjoining areas.

The QSD is not aware of any pre-existing contamination that has been observed on the site. If contamination is noted during construction, work shall be halted in the vicinity of the contamination. Owner is responsible for retaining a qualified individual to prepare a site risk management plan.

2.6 Identification of Non-Storm Water Discharges

Non-storm water discharges include a wide variety of sources, including improper dumping, spills, or leakage from storage tanks or transfer areas. Non-storm water discharges may contribute significant pollutant loads to receiving waters. Measures to control spills, leakage, and dumping, and to prevent illicit connections during construction, must be addressed through structural as well as non-structural BMPs.

The QSD is required to identify all potential non-storm water discharges within the project. All project activities shall be examined to determine what discharges will be generated or may be required in order to complete each activity, including mobile-type operations.

Examples of common construction activities that may result in non-storm water discharges on a project:

- Vehicle and equipment cleaning, fueling and maintenance
- Saw-cutting
- Boring
- AC and PCC grinding
- AC and PCC recycling
- Concrete mixing
- Crushing
- Blasting
- Painting
- Hydro-demolition
- Mortar mixing
- Air-blown mortar, etc.

Section 3 Best Management Practices

3.1 BMP Implementation

The Contractor is required to install BMPs as shown on the Erosion Control Plans included in Appendix R and implement/install the BMPs listed in this section of the SWPPP. The Contractor shall modify the Erosion Control Plan to reflect the phase of construction and the weather conditions. The Contractor shall install BMPs before the site is disturbed (e.g., to provide protection during grading operations or to reduce or minimize pollution from historic areas of contamination during construction). The erosion control plan shall be implemented year round.

A BMP Consideration Checklist has been provided in the body of this report, and the BMPs that are recommended for this project are included in the following sections. BMPs will be installed in a sequence to follow the progress of the grading and construction. As each area of the site is disturbed, BMPs will be installed to conform to the specific site requirements. In general, the project will have limited areas exposed at any time. Where practical, grading will occur during dry periods. Plantings shall be installed with sufficient time before rainfall begins to stabilize the soil. If this is not practical, physical means such as erosion blankets shall be used or sediment trapping devices shall be installed.

3.2 Erosion and Sediment Control

Identified in this section is a system of erosion and sediment control BMPs that have been found to be effective. As a result, there is a reduction of sediment related pollutants in storm water discharges and authorized non-storm water discharges from construction activity to the BAT/BCT standard. This General Permit additionally requires that SWPPPs be designed to address post-construction BMPs installed to reduce pollutants after construction.

3.2.1 Erosion Control

Erosion control is any source control practice that protects the soil surface and prevents soil particles from being detached by rainfall, flowing water, or wind. Erosion control consists of using project scheduling and planning to reduce soil or vegetation disturbance (particularly during the rainy season), preventing or reducing erosion potential by diverting or controlling drainage, as well as preparing and stabilizing disturbed soil areas. It should be noted that several additional BMPs, such as Check Dams (SE-4) and Fiber Rolls (SE-5) can be used for erosion control, by reducing slope length or steepness, as well as for sediment control (i.e., perimeter control or retention of sediment).

All inactive soil disturbed areas on the project site, and most active areas prior to the onset of rain, must be protected from erosion. Soil disturbed areas may include relatively flat areas as well as slopes. Typically, steep slopes and large exposed areas require the most robust erosion controls. Flatter slopes and smaller areas still require protection, but less costly materials may be appropriate for these areas, allowing savings to be directed to the more robust BMPs for steep slopes and large exposed areas. To be effective, erosion control BMPs for slopes at disturbed areas must be protected from concentrated flows.

Some erosion control BMPs can be used effectively to temporarily prevent erosion by concentrated flows. These BMPs, used alone or in combination, prevent erosion by intercepting, diverting, conveying, and discharging concentrated flows in a manner that prevents soil detachment and transport. Temporary concentrated flow conveyance controls, such as Earth Dikes and Drainage Swales (EC-9), Velocity

Dissipation Devices (EC-10) and Slope Drains (EC-11) may be required to direct run-on around or through the project in a non-erodible fashion.

The Contractor will implement the following practices for effective erosion control during construction:

- Provide effective soil cover for inactive areas and all finished slopes, open space, utility backfill, and completed lots. Inactive areas of construction are areas of construction activity that have been disturbed and are not scheduled to be re-disturbed for at least 14 days.
- Limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist. Where plastic materials are deemed necessary, the discharger shall consider the use of plastic materials resistant to solar degradation.
- Implement/install the erosion control BMPs listed below.

Erosion Control BMPs

The California Stormwater BMP Handbook - Construction contains fact sheets for erosion control BMPs applicable to a wide range of project types and potential construction activities. The table below indicates the erosion control BMPs that are required, because they are certain to be needed, and those that should be implemented as needed. Erosion Control BMPs serving similar purposes shall be implemented/installed in the combination deemed most suitable for the site conditions by the QSP.

BMP#	BMP Name	Grading and Land Development	Streets and Utilities	Vertical Construction	Final Landscaping and Site Stabilization	Implement as Needed
EC-1	Scheduling	Х	Х	Х	Х	
EC-2	Preservation of Existing Vegetation					Х
EC-3	Hydraulic Mulch ¹					Х
EC-4	Hydroseeding ¹					Х
EC-5	Soil Binders ¹					Х
EC-6	Straw Mulch ¹					Х
EC-7	Geotextiles & Mats ¹					Х
EC-8	Wood Mulching					Х
EC-9	Earth Dikes and Drainage Swales					Х
EC-10	Velocity Dissipation Devices					Х
EC-11	Slope Drains					Х
EC-12	Streambank Stabilization					Х



EC-13	Reserved ²					
EC-14	Compost Blankets ²					Х
EC-15	Soil Preparation / Roughening ²					Х
EC-16	Non-Vegetative Stabilization ²					Х
 BMP fact sheet updated in 2009 New BMP fact sheet added in 2009 		3) Temporary s	tabilization	(must use at leas	t one of these)	

Appendix H includes copies of the fact sheets of all the BMPs selected for this project.



3.2.2 Sediment Control

Sediment control is any practice that traps soil particles after they have been detached and moved by rain, flowing water, or wind. Sediment control measures are usually passive systems that rely on filtering or settling the particles out of the water or wind that is transporting them.

Sediment control BMPs include those practices that intercept and slow or detain the flow of storm water to allow sediment to settle and be trapped. Sediment control practices can consist of installing linear sediment barriers (such as silt fences, gravel bag berms, or fiber rolls); and constructing check dams, a sediment trap or sediment basin to retain sediment on site. Linear sediment barriers are typically placed below the toe of exposed and erodible slopes, down-slope of exposed soil areas, around soil stockpiles, and at other appropriate locations along the site perimeter. Some BMPs are dual-purpose, such as Fiber Rolls and Check Dams. By reducing effective slope length or steepness, these BMPs reduce erosion as well as promote sedimentation.

Sediment control BMPs are most effective when used in conjunction with erosion control BMPs. The combination of erosion control and sediment control is the most effective means to prevent sediment from leaving the project site and potentially entering storm drains or receiving waters. This General Permit requires that sediment controls be established and maintained at all sites, and requires the combined use with erosion controls to protect disturbed areas at most sites.

The QSP shall assure that the following practices for effective sediment control are implemented during construction:

- Effective perimeter controls are established and maintained to sufficiently control sediment discharges from the site.
- Streets are cleaned as needed to prevent unauthorized non-storm water discharges from reaching surface water or Municipal Separate Storm Sewer Systems (MS4 drainage systems).
- All run-on, all run-off within the site and all run-off that discharges off the site are effectively managed. Run-on from off-site shall be directed away from all disturbed areas or shall collectively be in compliance with the effluent limitations in this General Permit.
- Erodible landscape material is not applied at least 2 days prior to forecast rain or during rain events.
- Erodible landscape materials are stacked on pallets and covered when they are not being used or applied.
- Erodible landscape material is applied at quantities and application rates according to manufacture recommendations or based on written specifications by knowledgeable and experienced field personnel.
- Sediment control BMPs listed in the following section are implemented and installed.

Sediment Control BMPs

The California Stormwater BMP Handbook - Construction contains fact sheets for sediment control BMPs applicable to a wide range of project types and potential construction activities. The table below indicates the sediment control BMPs that are required, because they are certain to be needed, and those that should be implemented as needed. Sediment Control BMPs serving similar purposes shall be implemented/installed in the combination deemed most suitable for the site conditions by the QSP.



BMP#	BMP Name	Grading and Land Development	Streets and Utilities	Vertical Construction	Final Landscaping and Site Stabilization	Implement as Needed
SE-1	Silt Fence ¹					Х
SE-2	Sediment Basin ¹					Х
SE-3	Sediment Trap					Х
SE-4	Check Dam ¹					Х
SE-5	Fiber Rolls ¹	Х	X	Х	Х	
SE-6	Gravel Bag Berm ¹					X
SE-7	Street Sweeping and Vacuuming	Х	X	X	X	
SE-8	Sandbag Barrier ¹					Х
SE-9	Straw Bale Barrier					Х
SE-10	Storm Drain Inlet Protection ¹	Х	X	Х	Х	
SE-12	Temporary Silt Dike ²					Х
SE-13	Compost Socks and Berms ²					Х
SE-14	Biofilter Bags ²					Х
 1) BMP fact sheet updated in 2009 2) New BMP fact sheet added in 2009 		3) Linear sedime	ent barriers	(must use at least	t one of these)	

Appendix H includes copies of the fact sheets of all the BMPs selected for this project.

3.2.3 Tracking Control

Tracking control consists of preventing or reducing the tracking of sediment off-site by vehicles leaving the construction area. Street Sweeping and Vacuuming (SE-7) is also a tracking control practice. All sites must have a stabilized construction entrance and implement controls to prevent off-site tracking of sediment or other loose construction-related materials. These controls should be inspected daily.

Attention to control of tracking sediment off site is essential, as dirty streets and roads near a construction site create a nuisance to the public and can generate complaints to elected officials and regulators. These complaints often result in immediate inspections and regulatory actions.

The Contractor will implement the following practices for effective sediment tracking control during construction:

- Stabilize all construction entrances and exits to prevent the off-site tracking of loose construction/landscape materials.
- Implement/install the tracking control BMPs listed below.

Tracking Control BMPs

The California Stormwater BMP Handbook - Construction contains fact sheets for tracking control BMPs. The table below indicates the tracking control BMPs that are required, because they are certain to be needed, and those that should be implemented as needed.

BMP#	BMP Name	Grading and Land Development	Streets and Utilities	Vertical Construction	Final Landscaping and Site Stabilization	Implement as Needed
TC-1	Stabilized Construction Entrance/Exit	Х	Х	Х	Х	
TC-2	Stabilized Construction Roadway	Х	Х	Х	Х	
TC-3	Entrance/Outlet Tire Wash	Х	Х	Х	Х	

Appendix H includes copies of the fact sheets of all the BMPs selected for this project.

3.2.4 Wind Erosion Control

Wind erosion control consists of applying water or other dust palliatives to prevent or minimize dust nuisance.

Other BMPs that control wind erosion are EC-1 through EC-8, and EC-14 through EC-16. Be advised that some of the dust palliatives/chemical dust suppression agents may have potential water quality impacts

The Contractor will implement the following practices for effective wind erosion control during construction:

- Good housekeeping to prevent wind erosion of materials on site.
- Implement/install the wind erosion control BMP listed below.

Wind Erosion Control BMP

The California Stormwater BMP Handbook - Construction contains a fact sheet for wind erosion control BMPs. As indicated in the table below, the wind erosion control BMPs are required.

BMP#	BMP Name	Grading and Land Development	Streets and Utilities	Vertical Construction	Final Landscaping and Site Stabilization	Implement as Needed
WE-1	Wind Erosion Control ¹	Х	Х	Х	Х	
1) BMP fact sheet updated in 2009						

Appendix H includes copies of the fact sheets of all the BMPs selected for this project.

3.3 Non-Storm Water and Materials Management

3.3.1 Non-Storm Water Management

The discharge of materials other than storm water and authorized non-storm water discharges is prohibited by NPDES regulations as well as other local codes and ordinances. It is recognized that certain authorized non-storm water discharges may be necessary for the completion of construction projects. Non-storm water management BMPs are source control BMPs that prevent pollution by limiting or reducing potential pollutants at their source or eliminating off-site discharge. These practices involve day-to-day operations of the construction site and are usually under the control of the contractor. These BMPs are also referred to as "good housekeeping practices", which involve keeping a clean, orderly construction site. This project will incorporate "good housekeeping practices".

The Contractor will implement the following practices for effective non-storm water management source control during construction:

- All stockpiled materials that are not actively being used shall be covered and surrounded by a berm at all times during the project. Stockpiled materials include soil, spoils, aggregate, fly-ash, stucco, hydrated lime, etc.
- All chemicals shall be sheltered and stored in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed (completely enclosed).
- Construction materials not designated for outdoor use shall be stored in a manner that minimizes exposure to rain.
- Contractor shall implement BMPs to prevent the off-site tracking of loose construction/landscape materials.
- Contractor shall clean streets in such a manner as to prevent unauthorized non-storm water discharges from reaching surface water or MS4 drainage systems.
- Prevent oil, grease, or fuel to leak in to the ground, storm drains or surface waters.
- Place all equipment or vehicles which are to be fueled, maintained and stored in a designated area fitted with appropriate BMPs.



- Clean leaks immediately and disposing of leaked materials properly.
- Wash vehicles in such a manner as to prevent non-storm water discharges to surface waters or MS4 drainage systems.
- Implement/install the non-storm water management source control BMPs listed below.

Non-Storm Water Management BMPs

The California Stormwater BMP Handbook - Construction contains fact sheets for non-storm water management source control BMPs applicable to a wide range of project types and potential construction activities. The table below indicates the non-storm water management source control BMPs that are required, because they are certain to be needed, and those that should be implemented as needed.

BMP#	BMP Name	Grading and Land Development	Streets and Utilities	Vertical Construction	Final Landscaping and Site Stabilization	Implement as Needed
NS-1	Water Conservation Practices	Х	X	x	x	
NS-2	Dewatering Operations ¹					X
NS-3	Paving and Grinding Operations ¹		X	X		x
NS-4	Temporary Stream Crossing					X
NS-5	Clear Water Diversion					X
NS-6	Illicit Connection/ Discharge					X
NS-7	Potable Water/Irrigation					X
NS-8	Vehicle and Equipment Cleaning	Х	X	X	X	
NS-9	Vehicle and Equipment Fueling	Х	X	Х	Х	
NS-10	Vehicle and Equipment Maintenance	Х	X	Х	Х	



NS-12	Concrete Curing ¹	Х	Х	Х	
NS-13	Concrete Finishing ¹	Х	Х	Х	
NS-15	Demolition Adjacent to Water				Х
NS-16	Temporary Batch Plants ¹				Х
1) BMP in 2009	fact sheet updated				

Appendix H includes copies of the fact sheets of all the BMPs selected for this project.

3.3.2 Waste Management & Materials Pollution Control

Waste management and materials pollution control BMPs, like non-storm water management BMPs, are source control BMPs that prevent pollution by limiting or reducing potential pollutants at their source before they come in contact with storm water. These BMPs also involve day-to-day operations of the construction site which are under the control of the contractor, and are additional "good housekeeping practices" which involve keeping a clean, orderly construction site.



The Contractor will implement the following practices for effective waste management and materials pollution control during construction:

- Not dispose of rinse/wash waters to ground.
- Not allow sanitation facilities to leak. (Regular maintenance and inspection shall occur to assure that facilities do not leak.)
- Cover waste disposal containers at the end of each day and during rain events.
- Not allow discharge from waste containers.
- Protect stockpiled waste materials from wind and rain at all times (except during active use).
- Review the Spill Prevention and Control BMP WM-4. Contractor shall update the spill response procedure as necessary to be current with site conditions. Contractor shall have the necessary materials on site (spill response kit) and in a designated location for use. Spills and leaks shall be cleaned up immediately and disposed of properly. Appropriate spill response personnel shall be assigned and trained.
- Make concrete (and other) washouts water tight or arrange to have contractor/vendor to perform off-site. Contractor shall ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas. Washouts shall be sized appropriately by the QSP.
- Cover stockpiled materials such as mulch and top soils when they are not actively being used.
- Shelter fertilizer containers and other landscape materials when they are not actively being used.
- Implement/install the non-storm water management source control BMPs listed below.

Waste Management & Materials Pollution Control BMPs

The California Stormwater BMP Handbook - Construction contains fact sheets for waste management & materials pollution control BMPs applicable to a wide range of project types and potential construction activities. The table below indicates the waste management & materials pollution control BMPs that are required, because they are certain to be needed, and those that should be implemented as needed.

BMP#	BMP Name	Grading and Land Development	Streets and Utilities	Vertical Construction	Final Landscaping and Site Stabilization	Implement as Needed
WM-1	Material Delivery and Storage ¹	Х	Х	Х	Х	
WM-2	Material Use ¹	Х	Х	Х	Х	
WM-3	Stockpile Management ¹	Х	Х	Х	Х	
WM-4	Spill Prevention and Control	Х	Х	Х	Х	
WM-5	Solid Waste Management	Х	Х	Х	Х	



WM-6	Hazardous Waste Management	Х	Х	Х	Х	
WM-7	Contaminated Soil Management	Х	Х	Х	Х	
WM-8	Concrete Waste Management ¹	Х	Х	Х	Х	
WM-9	Sanitary/ Septic Waste Management ¹	Х	Х	Х	Х	
WM- 10	Liquid Waste Management ¹	Х	Х	Х	Х	
1) BMP in 2009	fact sheet updated					

Appendix H includes copies of the fact sheets of all the BMPs selected for this project.

3.4 Post-Construction Storm Water Management Measures

The post-construction storm water management measures are described in detail in the report, "Storm Water Control Plan for Petaluma Community Sports Fields Baseball Diamond" prepared for The City Of Petaluma by BKF Engineers, dated January 15, 2020. It is recommended that the SWPPP and Storm Water Mitigation Plan be kept together at the site office.



Section 4 Rain Event Action Plan

A Rain Event Action Plan (REAP) is a document designed to protect all exposed portions of the construction site within 48 hours prior to any likely precipitation event. REAPs are also designed to ensure that the discharger has adequate materials, staff, and time to implement erosion and sediment control measures that are intended to reduce the amount of sediment and other pollutants that could be generated during the rain event. REAPs are prepared by the QSP based on the predicted rain event and construction phase, which include:

- Grading and Land Development;
- Streets and Utilities;
- Vertical Construction; and
- Final Landscaping and Site Stabilization.

REAPs are required for all Risk Level 2 and Risk Level 3 dischargers for each construction phase. An example of a REAP template is provided in Appendix P of the SWPPP. Completed REAPs must be maintained on site. It is recommended that they be maintained with the SWPPP or in an accompanying binder/folder that is referenced in the SWPPP.

The QSP must develop the REAP 48-hours in advance of any precipitation event forecast to have a 50% or greater chance of producing precipitation in the project area. The Discharger shall obtain likely precipitation forecast information from the National Weather Service Forecast Office - http://www.srh.noaa.gov/forecast. The REAP must be on site and be implemented 24 hours in advance of any predicted precipitation event.

At a minimum the REAP must include the following site and phase-specific information:

- Site Address;
- Calculated Risk Level (2 or 3);
- Site Stormwater Manager information including the name, company, and 24-hour emergency telephone number;
- Erosion and Sediment Control Provider information including the name, company, and 24-hour emergency telephone number;
- Stormwater Sampling Agent information including the name, company, and 24-hour emergency telephone number;
- Activities associated with each construction phase;
- Trades active on the construction site during each construction phase;
- Trade contractor information; and
- Suggested actions for each project phase.



Section 5 BMP Inspection, Maintenance, and Repair

5.1 Construction Site Monitoring Program

Contractor shall ensure that all inspection, maintenance repair and sampling activities at the project location are performed or supervised by a Qualified SWPPP Practitioner (QSP) representing the discharger. The QSP shall complete inspections of all BMPs as required to ensure proper functioning of the BMPs at all times during construction. The QSP may delegate any or all of these activities to an employee trained to do the task(s) appropriately, but shall ensure adequate deployment. The QSP is to implement the Construction Site Monitoring Program (CSMP) in accordance with the requirements found in Appendix A. The CSMP is included in this SWPPP in Appendix S, and shall incorporate a description of the BMP inspection locations, inspection procedures, and inspection follow-up and tracking procedures, including BMP maintenance and repair, sampling and analysis (if needed), SWPPP amendments (if needed).

Contractor shall purchase a turbidity meter and a pH meter. The QSP shall be trained in the use of both meters.



Section 6 Training

The Contractor shall designate a Qualified SWPPP Practitioner (QSP). The QSP must receive training and possess one of the certifications and or registrations specified in Table 9 of the 2009 Construction General Permit by the 2011 deadline established by the SWRCB.

The QSP is required to document all training activities (formal and informal), and retain a record of training activities in SWPPP Appendix K. Training documentation must also be submitted in the Annual Report.

The Contractor's Qualified SWPPP Practitioner is TBD

Other Contractor personnel attending tailgate training will document attendance using the form in Attachment I. Informal training will include tailgate site briefings to be conducted bi-weekly, and will address the following topics:

- Erosion Control BMPs
- Sediment Control BMPs
- Non-Storm Water BMPs
- Waste Management and Materials Pollution Control BMPs
- Emergency Procedures specific to the construction site storm water management

This SWPPP was prepared by BKF Engineers, under the direction of Rick Carlile, a registered Professional Engineer in the State of California and a Qualified SWPPP Developer. Jason Kirchmann has over 5 years of experience in the preparation of SWPPPs, and has the following previous experience:

• Has prepared over 15 project-specific SWPPPs



Section 7 Responsible Parties and Operators

7.1 Responsible Parties

A list of authorized representatives, along with project site personnel who are responsible for SWPPP activities, including the QSD and QSP, has been provided in Appendix L. This list includes the names of the individuals granted authority to sign permit-related documents.

7.2 Contractor List

The QSP is required to notify all contractors and subcontractors of the requirement for storm water management measures during the project. A list of contractors and subcontractors shall be maintained by the QSP and included in Appendix M. If subcontractors change during the project, the list will be updated accordingly. A sample "Subcontractor Notification Letter" and log is included in Appendix M.

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List of Appendices

APPENDIX A	CONSTRUCTION GENERAL PERMIT
	(SECTIONS APPLICABLE TO RISK LEVEL 2 PROJECTS)
APPENDIX B	SUBMITTED PERMIT REGISTRATION DOCUMENTS
APPENDIX C	SWPPP AMENDMENTS AND AMENDMENT LOG
APPENDIX D	NAL/NEL EXCEEDANCE SITE EVALUATIONS
APPENDIX E	SUBMITTED CHANGES TO PRDS
APPENDIX F	CONSTRUCTION SCHEDULE
APPENDIX G	CONSTRUCTION ACTIVITIES, MATERIALS USED AND ASSOCIATED POLLUTANTS
APPENDIX H	CASQA BMP HANDBOOK FACT SHEETS
APPENDIX I	VISUAL INSPECTION FIELD LOG SHEET
	EFFLUENT SAMPLING FIELD LOG SHEETS
APPENDIX J	AGENCY APPROVALS AND MISCELLANEOUS DOCUMENTS
APPENDIX K	TRAINING REPORTING FORM
APPENDIX L	RESPONSIBLE PARTIES
APPENDIX M	CONTRACTORS AND SUBCONTRACTORS
APPENDIX N	BMP CONSIDERATION CHECKLIST
APPENDIX O	CONSTRUCTION RECORDS
APPENDIX P	RAIN EVENT ACTION PLAN FORM
APPENDIX Q	TEST METHODS, DETECTION LIMITS, REPORTING UNITS, APPLICABLE NALS AND NELS
APPENDIX R	EROSION CONTROL PLAN
APPENDIX S	CONSTRUCTION SITE MONITORING PROGRAM
APPENDIX T	CONTRACTOR ACTIVITIES LOCATION MAP



APPENDIX A

CONSTRUCTION GENERAL PERMIT

(Sections Applicable to Risk Level 2 Projects)

(Not Included in Version of SWPPP Posted on SMARTS.)



APPENDIX B

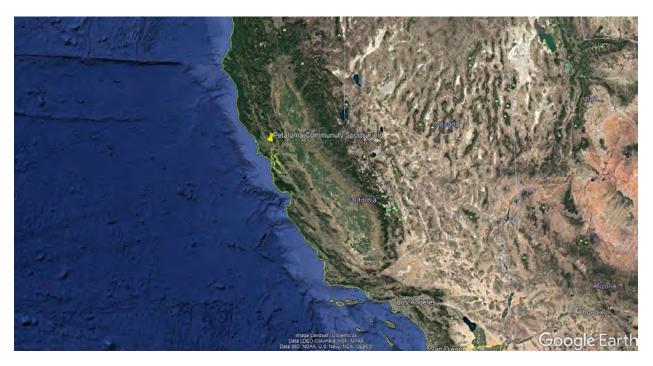
SUBMITTED PERMIT REGISTRATION DOCUMENTS

The following documents are to be filed electronically via the SMARTS system and included in this appendix per Attachment B, Section J of the General Permit. Paper copies of duplicate documents are not included in Appendix B.

- 1. Notice of Intent (NOI).
- 2. Site Map See site map legend for specific documents to be included.
- 3. SWPPP SWPPP consists of this entire document.
- 4. Risk Assessment Documentation of risk assessment calculations.
- 5. Post Construction Water Balance Calculator NOT APPLICABLE TO THIS LOCATION.
- 6. ATS Design Document and Certification NOT APPLICABLE TO THIS PROJECT.



STATE LOCATION MAP



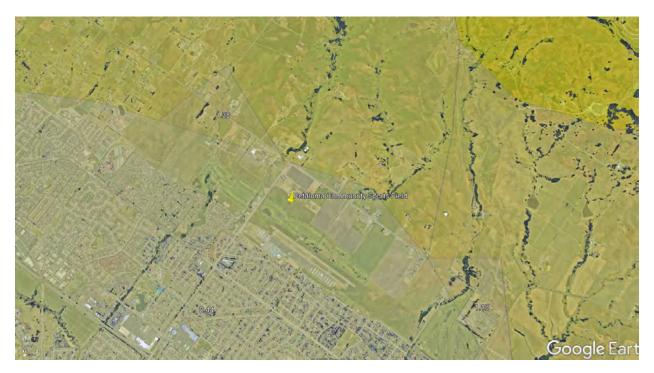


LOCAL VICINITY MAP





LS FACTOR MAP





K FACTOR





RECEIVING WATER RISK





	Α	В	С			
1	Sediment Risk Factor Worksheet		Entry			
2	A) R Factor					
3	Analyses of data indicated that when factors other than rainfall are held constant, soil loss is direct rainfall factor composed of total storm kinetic energy (E) times the maximum 30-min intensity (I3 Smith, 1958). The numerical value of R is the average annual sum of EI30 for storm events durin at least 22 years. "Isoerodent" maps were developed based on R values calculated for more than the Western U.S. Refer to the link below to determine the R factor for the project site.	0) (Wis ng a rai	chmeier and nfall record of			
4	http://cfpub.epa.gov/npdes/stormwater/LEW/lewCalculator.cfm					
5	R Factor	Value	74.53			
6	B) K Factor (weighted average, by area, for all site soils)					
7	The soil-erodibility factor K represents: (1) susceptibility of soil or surface material to erosion, (2) sediment, and (3) the amount and rate of runoff given a particular rainfall input, as measured und condition. Fine-textured soils that are high in clay have low K values (about 0.05 to 0.15) because resistant to detachment. Coarse-textured soils, such as sandy soils, also have low K values (about because of high infiltration resulting in low runoff even though these particles are easily detached soils, such as a silt loam, have moderate K values (about 0.25 to 0.45) because they are moderat particle detachment and they produce runoff at moderate rates. Soils having a high silt content as susceptible to erosion and have high K values, which can exceed 0.45 and can be as large as 0.6 are easily detached and tend to crust, producing high rates and large volumes of runoff. Use Site be submitted.	ler a sta e the pa ut 0.05 I. Mediu tely sus re espe 55. Silt-	andard articles are to 0.2) um-textured sceptible to cially size particles			
8	Site-specific K factor guidance	_				
9	K Factor	Value	0.24			
10	C) LS Factor (weighted average, by area, for all slopes)					
11	The effect of topography on erosion is accounted for by the LS factor, which combines the effects of a hillslope-length factor, L, and a hillslope-gradient factor, S. Generally speaking, as hillslope length and/or hillslope gradient increase, soil loss increases. As hillslope length increases, total soil loss and soil loss per unit area increase due to the progressive accumulation of runoff in the downslope direction. As the hillslope gradient increases, the velocity and erosivity of runoff increases. Use the LS table located in separate tab of this spreadsheet to determine LS factors. Estimate the weighted LS for the site prior to construction.					
12	<u>LS Table</u>					
13 14						
14	Watershed Erosion Estimate (=RxKxLS) in tons/acre	7	7.870368			
16 17 18 19 20	Z Low Sediment Risk: < 15 tons/acre 3 Medium Sediment Risk: >=15 and <75 tons/acre					

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Receiving Water (RW) Risk Factor Worksheet	Entry	Score
A. Watershed Characteristics	yes/no	
A.1. Does the disturbed area discharge (either directly or indirectly) to a 303(d)-listed waterbody impaired by sediment (For help with impaired waterbodies please visit the link below) or has a USEPA approved TMDL implementation plan for sediment?:		
http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml	Vee	Lliash
<u>OR</u>	Yes	High
A.2. Does the disturbed area discharge to a waterbody with designated beneficial uses of SPAWN & COLD & MIGRATORY? (For help please review the appropriate Regional Board Basin Plan)		
http://www.waterboards.ca.gov/waterboards_map.shtml		
Region 1 Basin Plan		
Region 2 Basin Plan		
Region 3 Basin Plan		
Region 4 Basin Plan		
Region 5 Basin Plan		
Region 6 Basin Plan		
Region 7 Basin Plan		
Region 8 Basin Plan		
Region 9 Basin Plan		



		Combined F	Risk Level N	latrix		
		Sediment Risk Medium	High			
<u>Receiving Water</u> <u>Risk</u>	Low	Level 1	Level 2			
<u>Receivi</u> R	High	Lev	el 2	Level 3		
	Project Sediment Risk: Low					
		Project RW Risk:				
	Project	Combined Risk:	Level 2			





Rainfall Erosivity Factor Calculator for Small Construction Sites

EPA's stormwater regulations allow NPDES permitting authorities to waive NPDES permitting requirements for stormwater discharges from small construction sites if:

- the construction site disturbs less than five acres, and
- the rainfall erosivity factor ("R" in the revised universal soil loss equation, or RUSLE) value is less than five during the period of construction activity.

If your small construction project is located in an area where EPA is the permitting authority and your R factor is less than five, you qualify for a low erosivity waiver (LEW) from NPDES stormwater permitting. If your small construction project does not qualify for a waiver, then NPDES stormwater permit coverage is required. Follow the steps below to calculate your R-Factor.

LEW certifications are submitted through the NPDES eReporting Tool or "CGP-NeT". Several states that are authorized to implement the NPDES permitting program also accept LEWs. Check with your state NPDES permitting authority for more information.

- Submit your LEW through EPA's eReporting Tool
- List of states, Indian country, and territories where EPA is the permitting authority.
- <u>Construction Rainfall Erosivity Waiver Fact Sheet</u>
- <u>Appendix C of the 2017 CGP Small Construction Waivers and Instructions</u>

The R-factor calculation can also be integrated directly into custom applications using the R-Factor web service.

For questions or comments, email EPA's CGP staff at cgp@epa.gov.

Select the estimated start and end dates of construction by clicking the boxes and using the dropdown calendar.

The period of construction activity begins at initial earth disturbance and ends with final stabilization.

Start Date:	08/01/2020	
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End Date: 10/01/2021

Locate your small construction project using the search box below or by clicking on the map.

Location: -122.60788948204734, 38.26310180765562



-	ł	•
_		





Click the "Calculate R Factor" button below to calculate an R Factor for your small construction project.

Calculate R Factor

Facility Information

Start Date: 08/01/2020	Latitude: 38.2631
End Date: 10/01/2021	Longitude: -122.6079

Calculation Results

Rainfall erosivity factor (R Factor) = 74.53

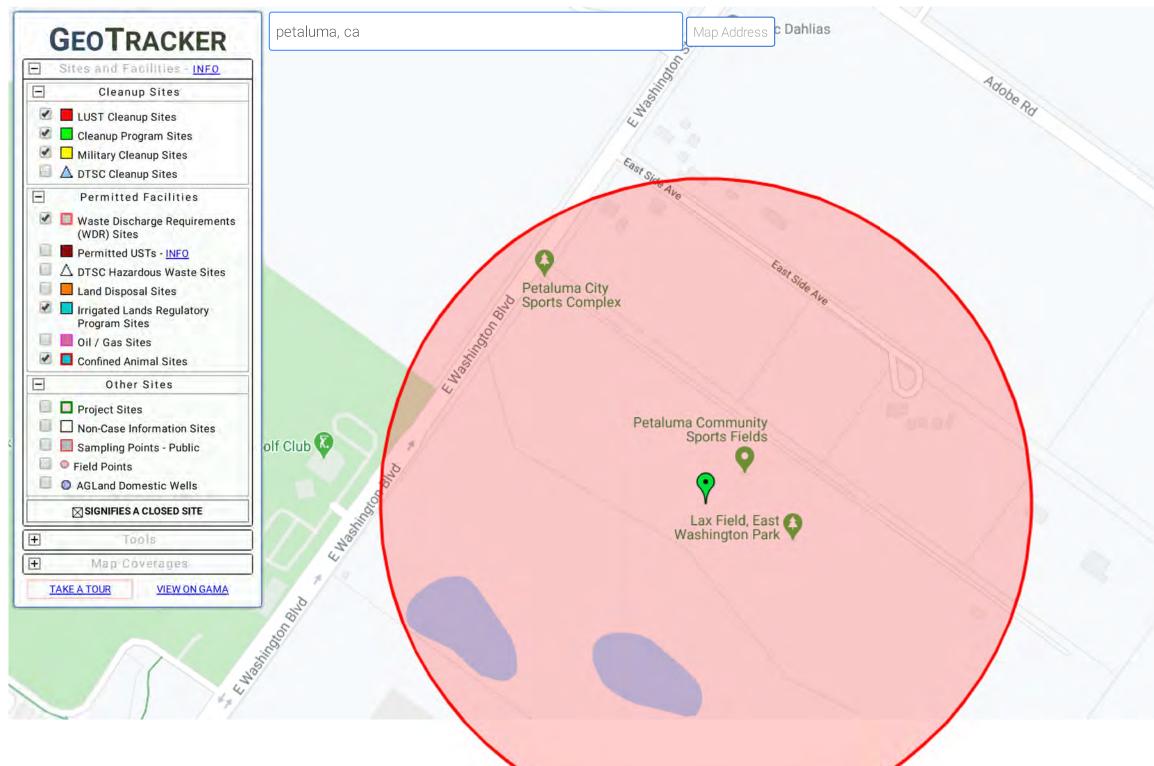
A rainfall erosivity factor of 5.0 or greater has been calculated for your site's period of construction.

You do NOT qualify for a waiver from NPDES permitting requirements and must seek Construction General Permit (CGP)

coverage. If you are located in an <u>area where EPA is the permitting authority</u>, you must submit a Notice of Intent (NOI) through the <u>NPDES</u> <u>eReporting Tool (NeT)</u>. Otherwise, you must seek coverage under your state's CGP.

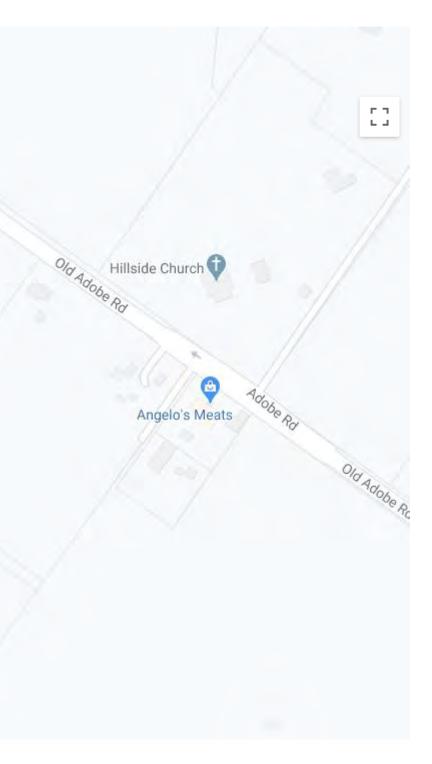


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E SITES FOUND IN SEARCH RADIUS

Google



Site Maps

For: Petaluma Community Sports Field Baseball Diamond 2430 E Washington St Petaluma, California 94954 APN: 136-070-031

WDID No.:

The following list of referenced plans incorporate the information listed under Attachment B, Section J.2 of the General Permit.

- a. Vicinity Map See vicinity map.
- b. Site Layout See Improvement Drawings.
- c. Site Boundaries See Improvement Drawings.
- d. Drainage Areas See Stormwater Control Plan.
- e. Discharge locations Site Improvement Drawings.
- f. Sampling locations See SWPPP Drawings.
- g. Disturbed areas Entire site is disturbed.
- h. Active Disturbed Areas Entire site is disturbed.
- i. Runoff BMP Locations See Improvement Drawings and Storm Water Control Plan.
- j. Erosion Control BMPs See Improvement Drawings.
- k. Sediment Control BMPs See Improvement Drawings.
- l. ATS Location N/A
- m. Sensitive habitats N/A. Watercourses N/A
- n. Post-Construction BMPs See Improvement Drawings and Storm Water Control Plan.
- o. Construction Activities Locations TBD. This will be shown/updated on contractor markup of Appendix T. See SWPPP Drawings for preliminary plan.

Note that Items b - e & i - k & m - o are included in a separate SMARTS upload, but are not included in the hard copy of the SWPPP. Refer to the referenced sheets for this information.

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GENERAL NOTES

- 1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL FULLY CONFORM WITH THE SPECIFICATIONS, STANDARDS AND ORDINANCES OF THE CITY OF PETALUMA.
- 2. ALL CITY OF PETALUMA STANDARD DETAIL PLANS AND DETAIL SPECIFICATIONS AS AMENDED ARE PART OF THESES PLANS. VARIANCES FROM STANDARD DETAILS OR THESE PLANS REQUIRE THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER.
- 3. THE CITY ENGINEER SHALL HAVE 48-HOUR NOTICE FOR INSPECTION.
- 4. THE CONTRACTOR SHALL COMPLY FULLY WITH THE REQUIREMENTS OF ASSEMBLY BILL (2040) DAVIS, ASBESTOS.
- 5. BLASTING (IF REQUIRED) REQUIRES A PERMIT FROM THE CITY FIRE DEPARTMENT.
- 6. A DEMOLITION PERMIT IS REQUIRED FOR THE REMOVAL OF EXISTING STRUCTURES NOT DESIGNATED TO BE REMOVED.
- 7. HOURS OF CONSTRUCTION SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 AM AND 7:00 PM, MONDAY THROUGH FRIDAY, EXCEPT THAT INDOOR WORK MAY BE CONDUCTED ON SATURDAYS PROVIDED NOISE LEVELS GENERATED ARE ACCEPTABLE TO NEARBY RESIDENTS. NO CONSTRUCTION WORK SHALL BE PERMITTED ON CITY RECOGNIZED HOLIDAYS, AND SUNDAYS.
- 8. IF CONCENTRATION OF HISTORIC OR PREHISTORIC MATERIALS ARE ENCOUNTERED DURING GRADING OR OTHER GROUND-DISTURBING ACTIVITIES, WORK IN THE IMMEDIATE AREA OF THE FINDS SHALL BE HALTED AND THE CITY STAFF NOTIFIED. A QUALIFIED HISTORIC ARCHAEOLOGIST SHALL THEN BE CONSULTED FOR FURTHER EVALUATION OF THE SITUATION, AND ANY SUBSEQUENT RECOMMENDATIONS IMPLEMENTED.
- 9. NO COMBUSTIBLE CONSTRUCTION IS PERMITTED ABOVE THE FOUNDATION UNLESS AN ALL WEATHER HARD SURFACE ROAD IS PROVIDED TO WITHIN ONE HUNDRED-FIFTY FEET OF THE FARTHEST POINT OF THE BUILDING OR STRUCTURE.
- 10. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR ON-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- 11. THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL OR OWNER.
- 12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH APPROPRIATE AGENCIES.
- 13. THE CONTRACTOR SHALL EXPOSE ALL EXISTING UTILITIES INCLUDING SEWERS AND STORM DRAINS PRIOR TO ANY TRENCHING TO ALLOW THE ENGINEER TO VERIFY THE GRADE AND ALIGNMENT OF THE UTILITIES, AND TO VERIFY DESIGN ASSUMPTIONS AND EXACT FIELD LOCATION. EXISTING UTILITIES MAY REQUIRE RELOCATION AND/OR PROPOSED IMPROVEMENT MAY REQUIRE GRADE OR ALIGNMENT REVISION DUE TO FIELD CONDITIONS. THE CONTRACTOR IS CAUTIONED NOT TO ORDER PRECAST ITEMS OR INSTALL ANY IMPROVEMENTS UNTIL ALL CONFLICTS ARE RESOLVED. ALL IMPROVEMENTS INSTALLED OR ORDERED PRIOR TO CONFLICT RESOLUTION SHALL BE DONE SOLELY AT THE CONTRACTOR'S RISK AND AT NO EXPENSE TO THE OWNER.
- 14. THE CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" AT (800) 642-2444 AT LEAST ONE WEEK PRIOR TO START OF CONSTRUCTION FOR LOCATING UNDERGROUND UTILITIES.
- 15. ANY DAMAGE TO EXISTING FACILITIES DURING CONSTRUCTION WILL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT HIS COST, TO THE SAME CONDITION OR BETTER AND AT THE DIRECTION OF THE APPROPRIATE AGENCY.
- 16. THE LOCATIONS OF UNDERGROUND OBSTRUCTIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY AND SHOULD NOT BE TAKEN AS FINAL OR ALL INCLUSIVE. THE CONTRACTOR IS CAUTIONED THAT THE PLANS MAY NOT INCLUDE ALL EXISTING UTILITIES AND THAT THE OWNER, ENGINEER AND CITY OF PETALUMA ASSUMES NO RESPONSIBILITY FOR OBSTRUCTIONS WHICH MAY BE ENCOUNTERED.
- 17. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- 18. ALL CITY PUBLIC UTILITIES PROPOSED IN UNIMPROVED EASEMENTS SHALL HAVE A MAINTENANCE ACCESS ROAD BUILT THEREON IN ACCORDANCE WITH CITY STANDARDS.
- 19. EXCAVATIONS OVER FIVE FEET DEEP REQUIRE AN EXCAVATION PERMIT FROM THE STATE DEPARTMENT OF INDUSTRIAL SAFETY.
- 20. MANHOLE FRAMES AND COVERS SHALL BE BROUGHT TO FINISH GRADE AFTER PAVING.
- 21. THE CONCRETE CONTRACTOR SHALL STAMP THE LETTER "S" ON THE FACE OF CURB DIRECTLY ABOVE THE SEWER LATERAL, "W" ON THE FACE OF CURB DIRECTLY ABOVE THE WATER SERVICES, AND "B" ON THE FACE OF CURB ABOVE A BLOWOFF OR AIR RELIEF VALVE. LETTERS SHALL BE NEAT, CLEAR AND 4-INCHES HIGH.

UNLESS OTHERWISE NOTED ON THESE PLANS, PIPE MATERIALS SHALL BE THE FOLLOWING:

SANITARY SEWER - FORCE MAIN: DR-11 STORM DRAIN - HDPE ADS N-12 WATER MAINS - PVC C900 CL150 WATER LATERALS - PER CITY DETAILS WATER HYDRANT RUNS - PER CITY SPECIFICATIONS

22. ALL WATER MAINS, WATER SERVICES AND SEWER LATERALS REQUIRING RELOCATION SHALL BE ACCURATELY LOCATED BY THE CONTRACTOR AND SHOWN UPON THE CONSTRUCTION PLANS. ONE SET OF "DRAWINGS OF RECORD" PLANS SO MARKED AND CERTIFIED AS TO ACCURACY AND COMPLETENESS BY THE CONTRACTOR SHALL BE RETURNED TO THE CITY ENGINEER BY THE CONTRACTOR.

23. ALL SEWER PIPE LENGTHS SHOWN ARE MEASURED OF MANHOLES AND CLEANOUTS.

- 24. SEWER LATERALS SHALL HAVE 4.5 FEET OF COVER (FROM T.C. AT CURB LINE) AND NOT LESS THAN 1/4-INCH FALL PER FOOT. SEWER LATERALS SHALL BE PLACED UNDER THE UNDERGROUND JOINT TRENCH UTILITIES AND KEPT CLEAR OF DRIVEWAYS.
- 25. THE NEW WATER LINES SHALL NOT BE PHYSICALLY CONNECTED TO THE CITY WATER SYSTEM UNTIL TESTED, CHLORINATED, AND APPROVED. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 3.5 FEET FROM FINISHED GRADE.
- 26. FIVE HOURS MAXIMUM SHUTDOWN TIME OF EXISTING MAINS WHILE MAKING CONNECTIONS; 24-HOUR NOTICE OF SHUTDOWN TO BE GIVEN BY SUBDIVIDER TO ALL WATER CUSTOMERS. EXISTING VALVES TO BE OPERATED BY CITY WATER DIVISION PERSONNEL ONLY.
- 27. ALL HOT TAPS TO EXISTING CITY MAINS LARGER THAN 2" SHALL BE DONE BY CITY WATER DEPARTMENT PERSONNEL UNLESS OTHERWISE DETERMINED BY THE WATER DEPARTMENT SUPERINTENDENT.
- 28. WHEREVER POSSIBLE, GATE VALVES SHOULD BE LOCATED ON THE PROJECTION OF CURB LINES.
- 29. WATER SERVICES SHALL BE PLACED OVER THE TOP OF THE UNDERGROUND JOINT TRENCH UTILITIES. WATER SERVICES SHALL NOT BE INSTALLED WITHIN CURB CUTS FOR DRIVEWAYS.
- 30. ALL FIRE HYDRANTS FOR THE PROJECT MUST BE TESTED, FLUSHED, AND IN SERVICE PRIOR TO THE COMMENCEMENT OF COMBUSTIBLE CONSTRUCTION ON THE SITE.
- 31. PROVIDE FIRE HYDRANT MARKERS AT EACH HYDRANT LOCATION AS SHOWN ON CITY STANDARD DET. 857.02.
- 32. ALL DRAINAGE FACILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE "SONOMA COUNTY WATER AGENCY FLOOD CONTROL DESIGN STANDARDS" AND THE CITY OF PETALUMA "STORM DRAIN DETAIL SPECIFICATION NO. 31".
- 33. ALL STORM DRAINPIPE LENGTHS SHOWN ARE MEASURED HORIZONTALLY EXCLUDING ALL STRUCTURES AND END SECTIONS.
- 34. ALL SIDE OPENINGS OF STORM DRAIN INLETS SHALL BE IN THE DIRECTION OF UPSTREAM FLOW.
- 35. THE CONTRACTOR SHALL HIRE AN INDEPENDENT TELEVISION INSPECTION SERVICE TO PERFORM A CLOSED-CIRCUIT TELEVISION INSPECTION OF ALL NEWLY CONSTRUCTED STORM DRAINS. RECORDS SHALL BE SUBMITTED TO CITY OF PETALUMA PUBLIC WORKS DEPARTMENT.
- 36. WHERE THE NEW AC PAVEMENT OF THIS IMPROVEMENT JOINS EXISTING STREETS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT PAVEMENT CONFORMS AS REQUIRED BY THE PLANS.
- 37. THE SURFACE COURSE OF ASPHALT CONCRETE SHALL CONSIST OF 1/2-INCH MAXIMUM MEDIUM GRADED AGGREGATE.
- 38. AGGREGATE BASE MATERIALS SHALL BE PLACED IN ACCORDANCE WITH SECTION 26-1.04 OF THE STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA, LATEST EDITION.
- 39. GRADE BREAKS ON CURBS AND SIDEWALKS TO BE ROUNDED OFF IN FORMS AND FINISHED SURFACING.
- 40. INSTALL SIGNING AND STRIPING TO CONFORM WITH THE CURRENT EDITION OF THE CALTRANS TRAFFIC MANUAL. (SIGNING AND STRIPING DIAGRAMS -SEE SHEET NO. C7.1 OF THESE IMPROVEMENT PLANS.)
- 41. ROUTES OF INGRESS TO AND EGRESS FROM PROJECT SITE FOR ALL HEAVY CONSTRUCTION VEHICLES SHALL BE VIA EAST WASHINGTON STREET.
- 42. GRADING SHALL BE DONE IN CONFORMANCE WITH THE GEOTECHNICAL DESIGN RECOMMENDATIONS DATED JANUARY 10, 2020 PREPARED BY MILLER PACIFIC ENGINEERING GROUP, SHALL CONFORM WITH CHAPTER 18 AND APPENDIX J, OF THE UNIFORM BUILDING CODE. 1988 EDITION. AND SHALL BE PERFORMED UNDER THE OBSERVATION OF A SOILS ENGINEER.
- 43. THE CONTRACTOR SHALL PROVIDE RECORD DRAWINGS BY THE CONTRACTOR FOR ANY SUBDRAINS REQUIRED BY THE PROJECT SOILS ENGINEER DURING CONSTRUCTION.
- 44. MILLER PACIFIC ENGINEERING GROUP IS THE GEOTECHNICAL ENGINEER TO BE CONTACTED FOR SOIL RELATED CONSTRUCTION. PROVIDE A MINIMUM OF 48 HOURS NOTICE FOR INITIAL SITE VISIT AND 24 HOURS NOTICE FOR SUBSEQUENT INSPECTION NOTIFICATIONS.
- 45. ALL OFF-SITE DRAINAGE IMPROVEMENTS SHALL BE COMPLETED PRIOR TO OCTOBER 15. THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF FISH AND WILDLIFE PERMITS, IF ANY, OBTAINED FOR THIS PROJECT.
- 46. THE CONTRACTOR SHALL SUBMIT A GRADING SCHEDULE FOR REVIEW BY THE BUILDING DEPARTMENT PRIOR TO ISSUANCE OF THE GRADING PERMIT TO ASSURE COMPLETION OF THIS PROJECT PRIOR TO WINTER RAINS OR PROVIDE MEASURES FOR WINTERIZING INCOMPLETE WORK.
- 47. ALL EARTH CUT OR TRENCHING SPOIL EXCESS MATERIAL SHALL BE COMPLETELY REMOVED TO AN OFF-SITE LOCATION APPROVED BY THE CITY BUILDING DEPARTMENT. TEMPORARY STOCKPILES ARE NOT PERMITTED ADJACENT TO THE EXISTING HOMES OR WITHIN THE DRIP LINES OF TREES TO BE SAVED. TEMPORARY STOCKPILES SHALL NOT OBSTRUCT EXISTING DRAINAGE FLOWS.
- 48. THE CONTRACTOR SHALL PROVIDE FOR EROSION AND SEDIMENT TRANSPORT CONTROL, DUST, NOISE CONTROL AS REQUIRED BY GOVERNING AGENCIES.
- 49. ALL GRADED AREA SHALL BE HYDRO-SEEDED PRIOR TO WINTER RAINS.

MAPPING NOTES

PRESERVE AND PERPETUATE EXISTING SURVEY MONUMENTATION WHICH WILL BE DISTURBED OR REMOVED TO FACILITATE THE PROPOSED IMPROVEMENTS. IF WORK WILL BE CONDUCTED IN AN AREA WHICH RESULTS IN THE DISTURBANCE OF MONUMENTATION, RETAIN THE SERVICES OF A LICENSED LAND SURVEYOR TO LOCATE SAID MONUMENTATION PRIOR TO DISTURBANCE. ADDITIONALLY, RETAIN THE SERVICES OF A LICENSED LAND SURVEYOR TO RE-ESTABLISH MONUMENTATION WHICH HAS BEEN DISTURBED AS A RESULT OF PROJECT

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CONSTRUCTION AND TO FILE THE APPROPRIATE DOCUMENTATION, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771, WITH THE SONOMA COUNTY RECORDER ONCE CONSTRUCTION IS COMPLETE.

TOPOGRAPHIC INFORMATION SHOWN HEREON WAS MAPPED BY WILLIS LAND SURVEYING AND SUPPLEMENTED BY BKF ENGINEERS.

TREE TRUNK DIAMETERS ARE APPROXIMATE AND WERE MEASURED AT CHEST HEIGHT (48"±). CONSULT A CERTIFIED TREE ARBORIST WHEN IT IS NECESSARY TO ACCURATELY DETERMINE PERTINENT TREE INFORMATION.

BOUNDARY INFORMATION SHOWN HEREON IS NOT A BOUNDARY SURVEY. THE LINE WORK SHOWN WAS COMPILED FROM RECORD INFORMATION ONLY AND AS SUCH IT SHOULD NOT BE REPRESENTED OR CONSTRUED AS ACTUAL ENTITLEMENT.

BENCHMARK: THE VERTICAL DATUM FOR THIS PROJECT IS BASED UPON THE LOCAL CITY BENCHMARK - MONUMENT DISC IN MONUMENT WELL AT THE INTERSECTION OF E WASHINGTON AND REDWOOD CIRCLE. ELEVATION OF SAID BENCHMARK IS ASSUMED 76.27 FEET NGVD 29.

BASIS OF BEARINGS: BASIS OF BEARING IS N35°19'52"E BETWEEN FOUND CITY STREET MONUMENTS ALONG E WASHINGTON STREET AT REDWOOD CIRCLE AND PARKLAND WAY AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 377 AT PAGE 21, OFFICIAL RECORDS OF SONOMA COUNTY.

> AB AGGREGATE BASE ASPHALT CONCRE AC APN ASSESSOR'S PAR BO BLOWOFF BW BOTTOM OF WALL CB CATCH BASIN CENTERLINE CL CLASS II CL2 CO CLEAN OUT CONC CONCRETE DI DROP INLET DW DRIVEWAY ELECTRIC Е EG EXISTING GROUND ELEV ELEVATION EP EDGE OF PAVEMEN ER EDGE OF ROAD ESMT EASEMENT EX EXISTING FF FINISHED FLOOR FG FINISHED GRADE FL SURFACE FLOWLI

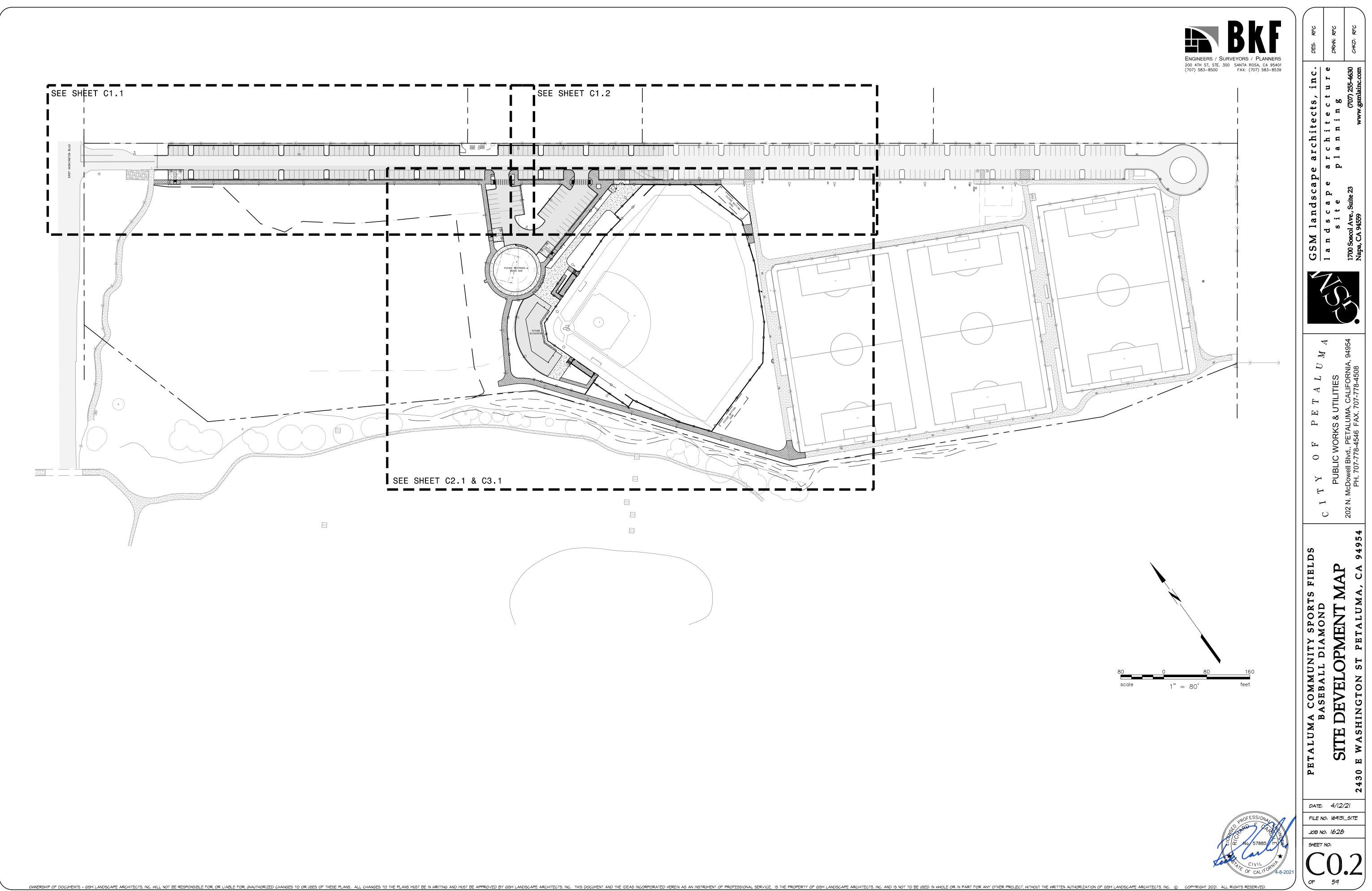
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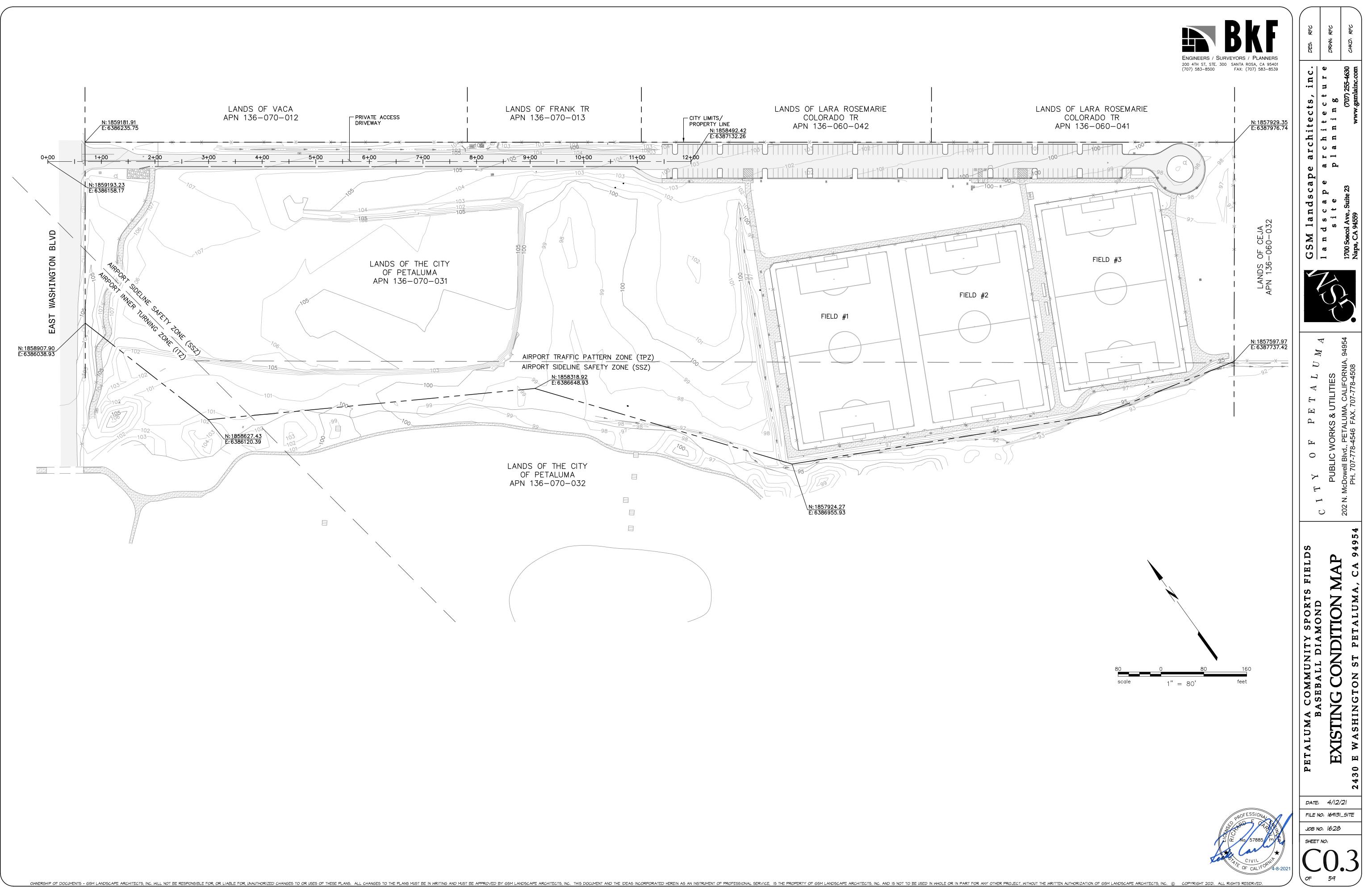
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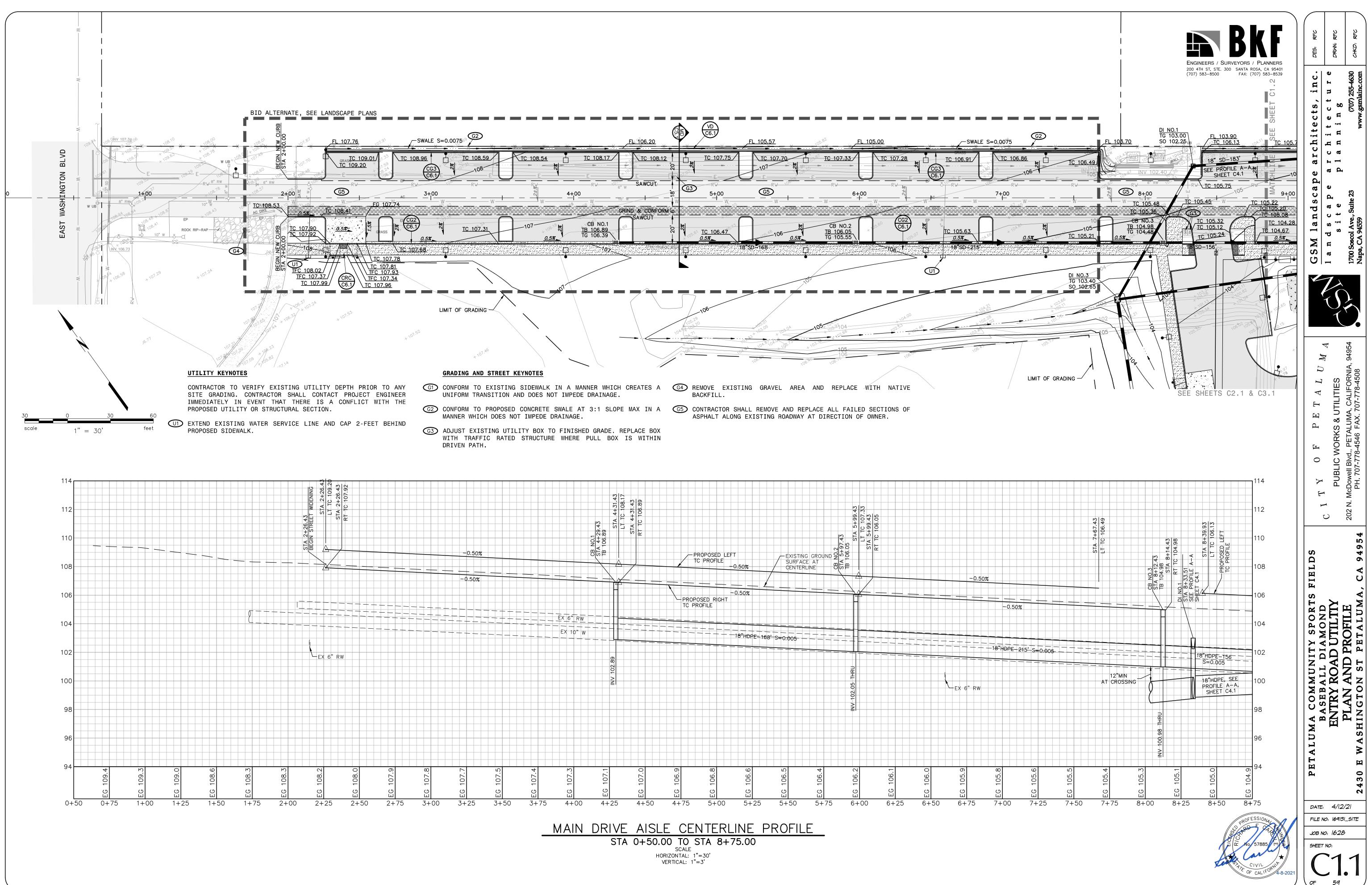


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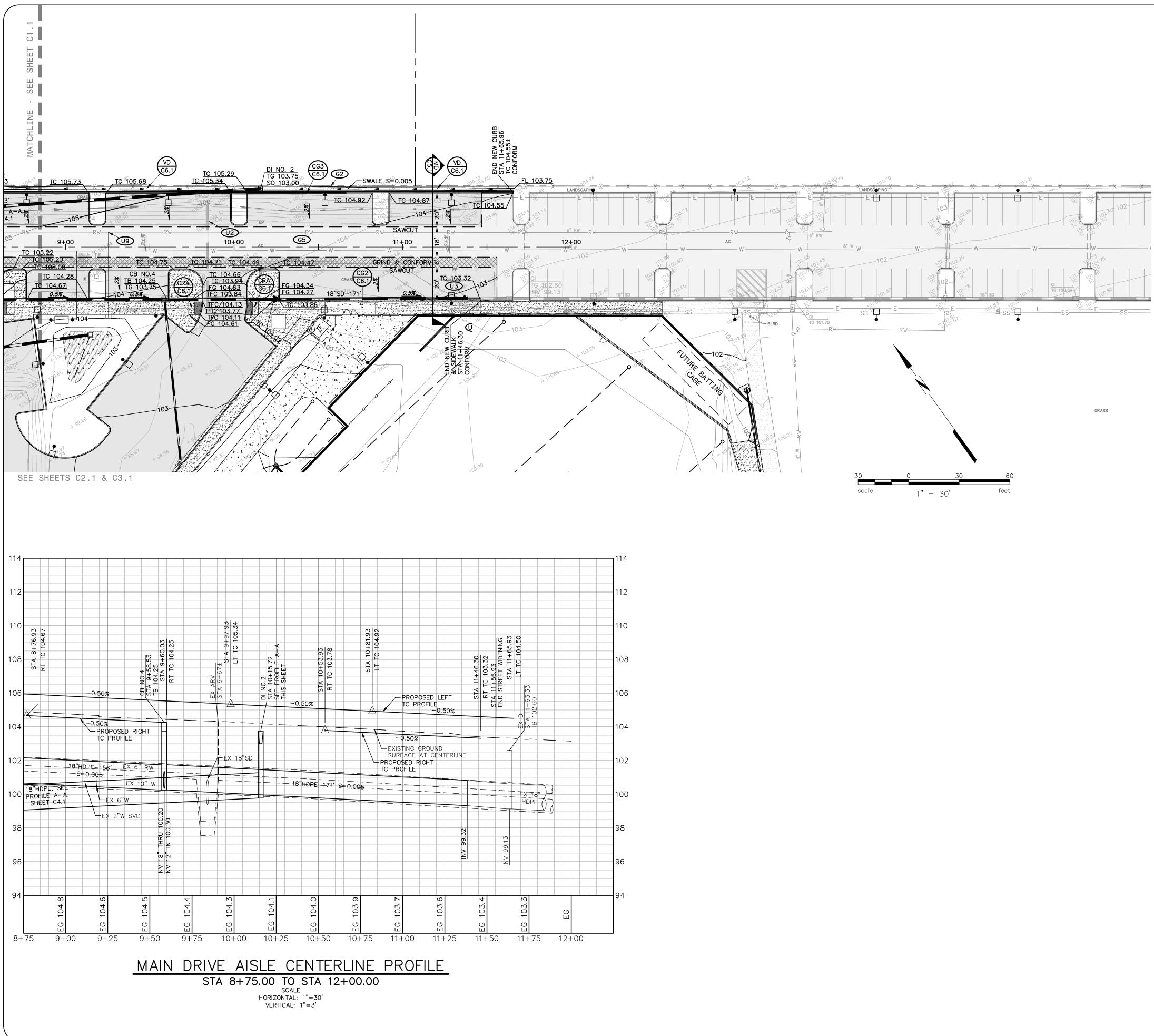
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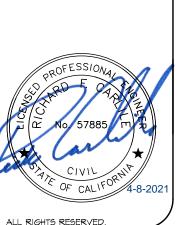
UTILITY KEYNOTES

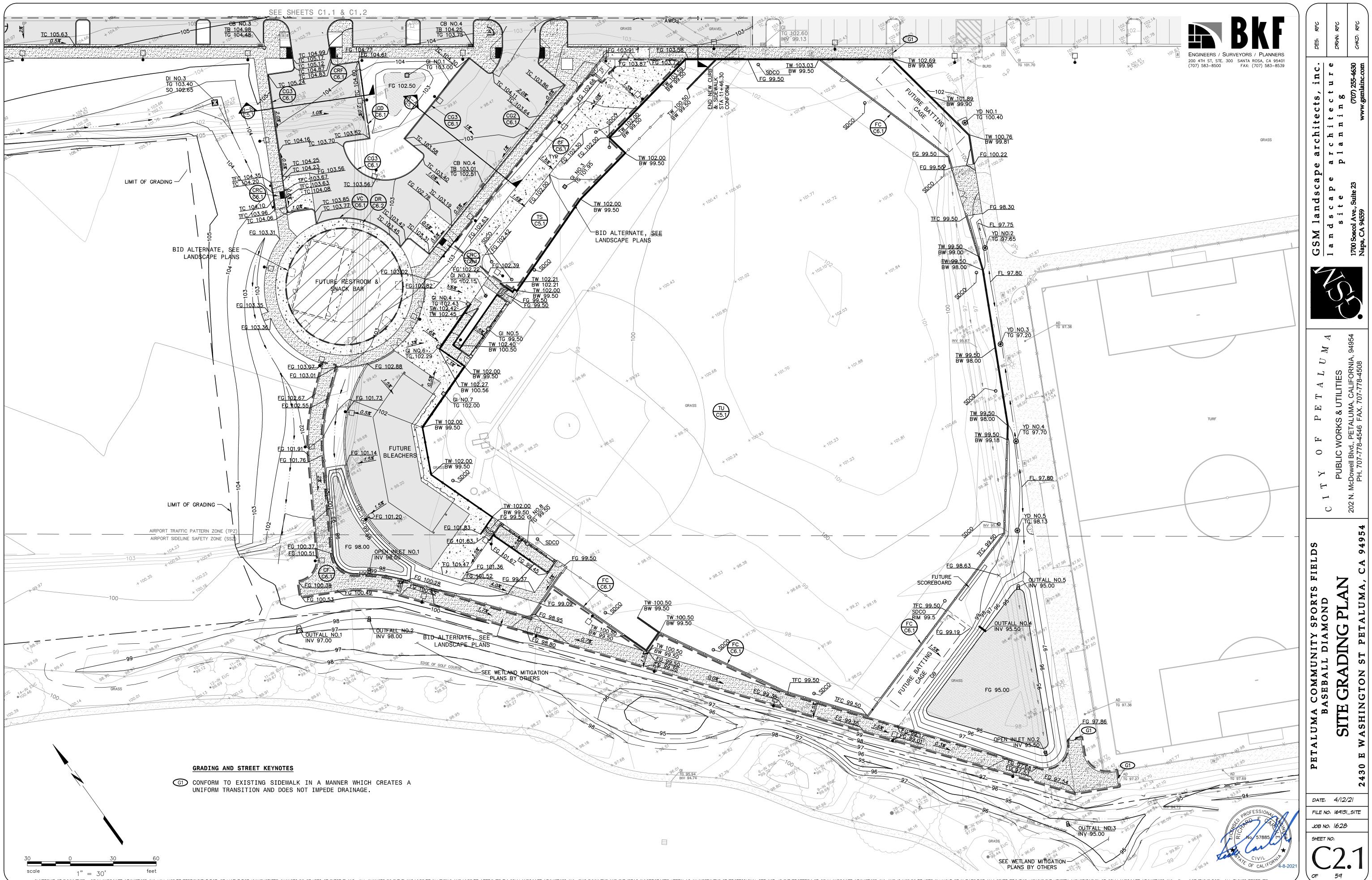
CONTRACTOR TO VERIFY EXISTING UTILITY DEPTH PRIOR TO ANY SITE GRADING. CONTRACTOR SHALL CONTACT PROJECT ENGINEER IMMEDIATELY IN EVENT THAT THERE IS A CONFLICT WITH THE PROPOSED UTILITY OR STRUCTURAL SECTION.

- U2 REMOVE EXISTING STORM DRAIN CULVERT TO LIMITS OF ROADWAY IMPROVEMENTS. ABANDON REMAINING IN ACCORDANCE WITH CITY OF PETALUMA STANDARD DETAIL 507.
- U3 CONTRACTOR TO VERIFY INVERT OF EXITING STORM DRAIN LINE PRIOR TO ANY SITE GRADING. CONNECT PROPOSED STORM DRAIN TO EXISTING WITH CONCRETE COLLAR AS NECESSARY IN ACCORDANCE WITH SONOMA COUNTY STANDARD DETAIL 410.
- U9 INSTALL 6"x6"x4" CUT-IN TEE TO EXISTING RECYCLED WATER LINE AND CAP AT BACK OF SIDEWALK UNDER AUTHORIZED CITY INSPECTION.

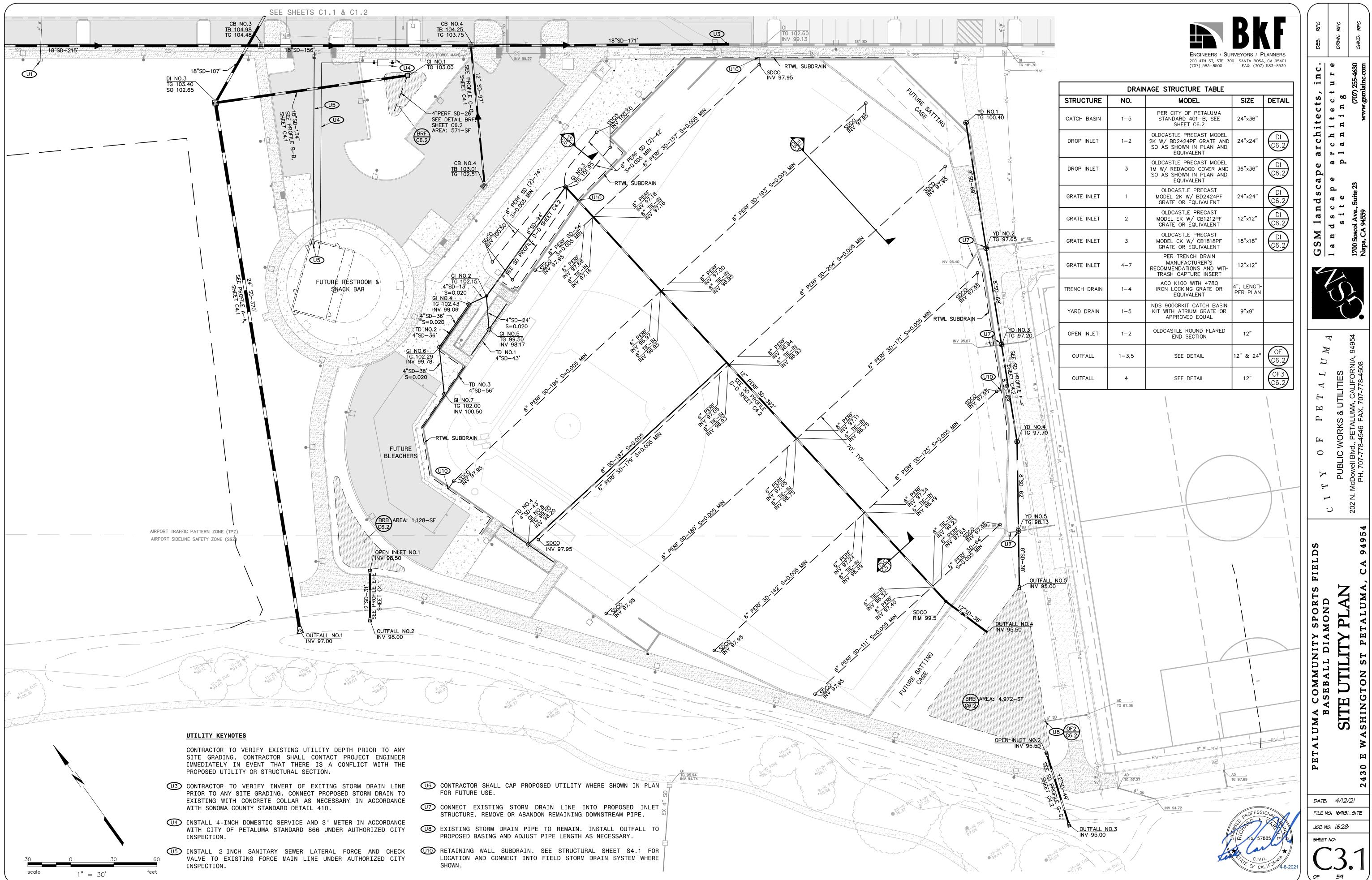
GRADING AND STREET KEYNOTES

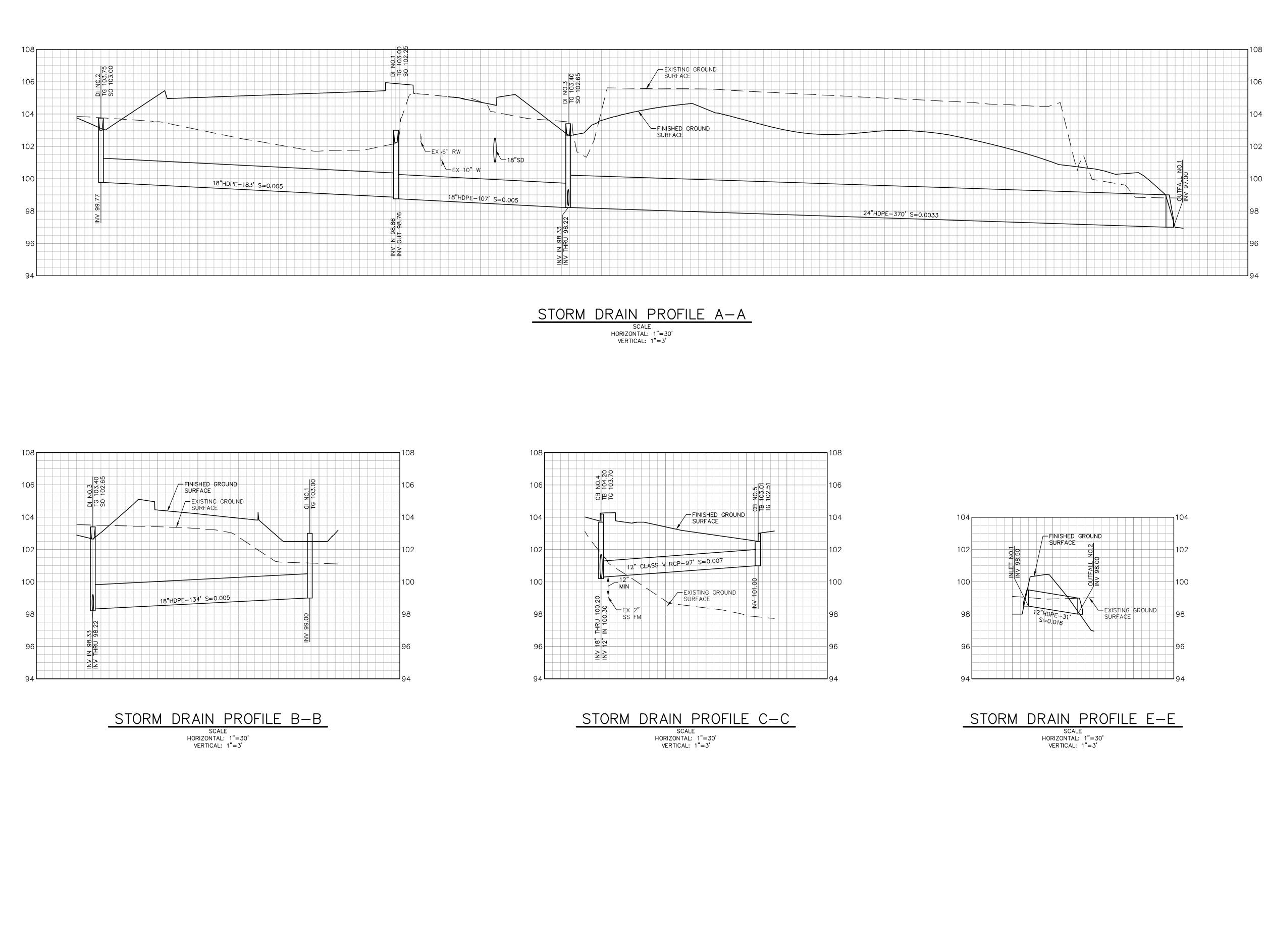
- G1 CONFORM TO EXISTING SIDEWALK IN A MANNER WHICH CREATES A UNIFORM TRANSITION AND DOES NOT IMPEDE DRAINAGE.
- G2 CONFORM TO PROPOSED CONCRETE SWALE AT 3:1 SLOPE MAX IN A MANNER WHICH DOES NOT IMPEDE DRAINAGE.
- G3 ADJUST EXISTING UTILITY BOX TO FINISHED GRADE. REPLACE BOX WITH TRAFFIC RATED STRUCTURE WHERE PULL BOX IS WITHIN DRIVEN PATH.
- G5 CONTRACTOR SHALL REMOVE AND REPLACE ALL FAILED SECTIONS OF ASPHALT ALONG EXISTING ROADWAY AT DIRECTION OF OWNER.



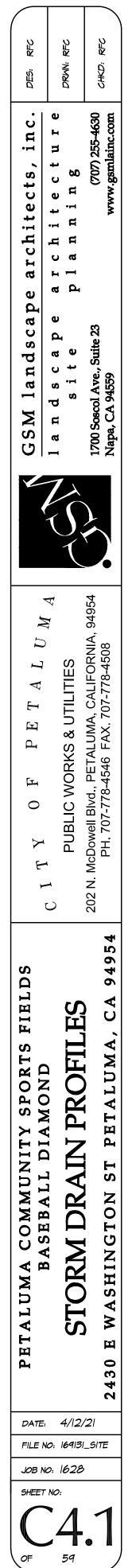


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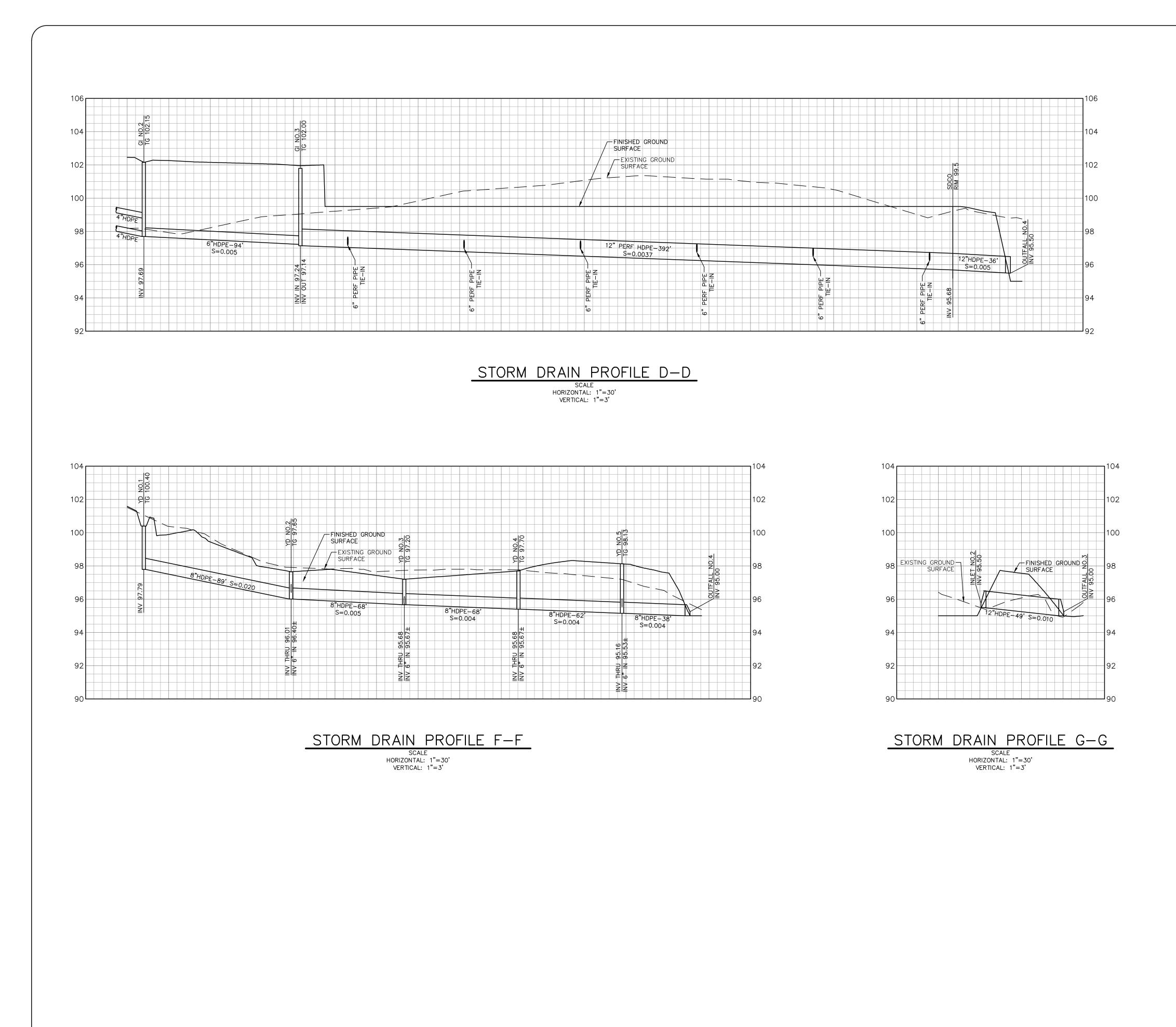




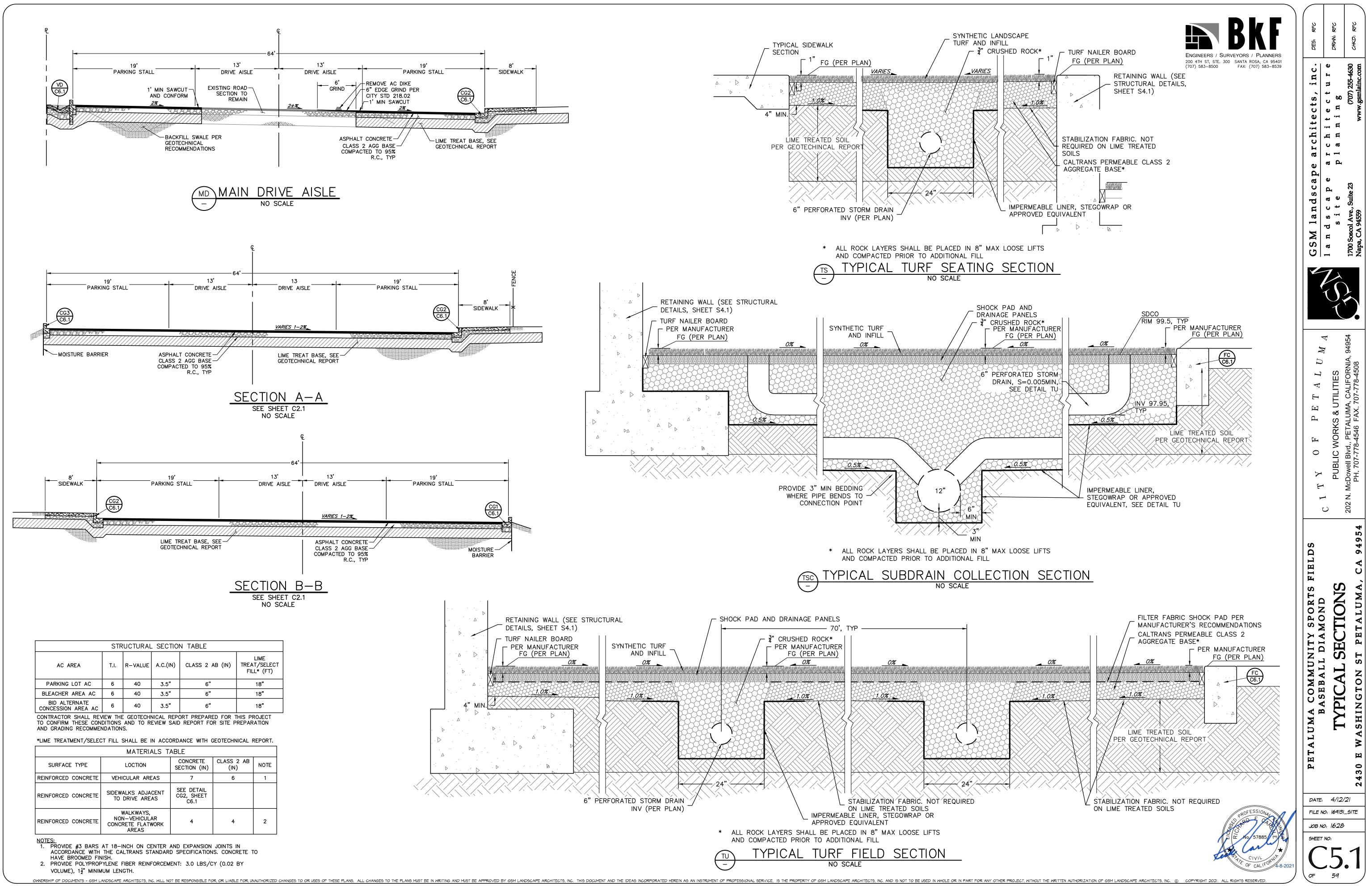


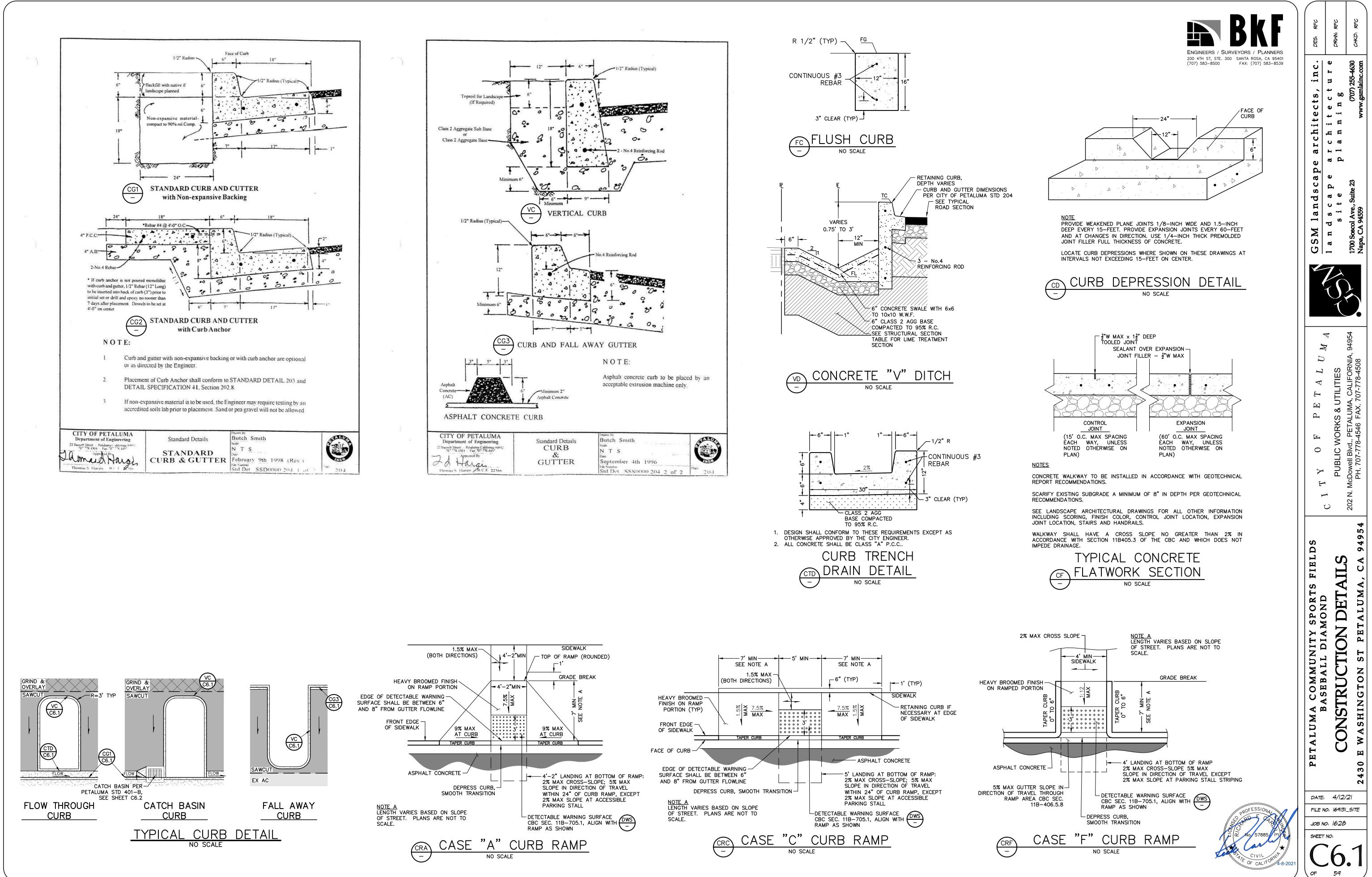




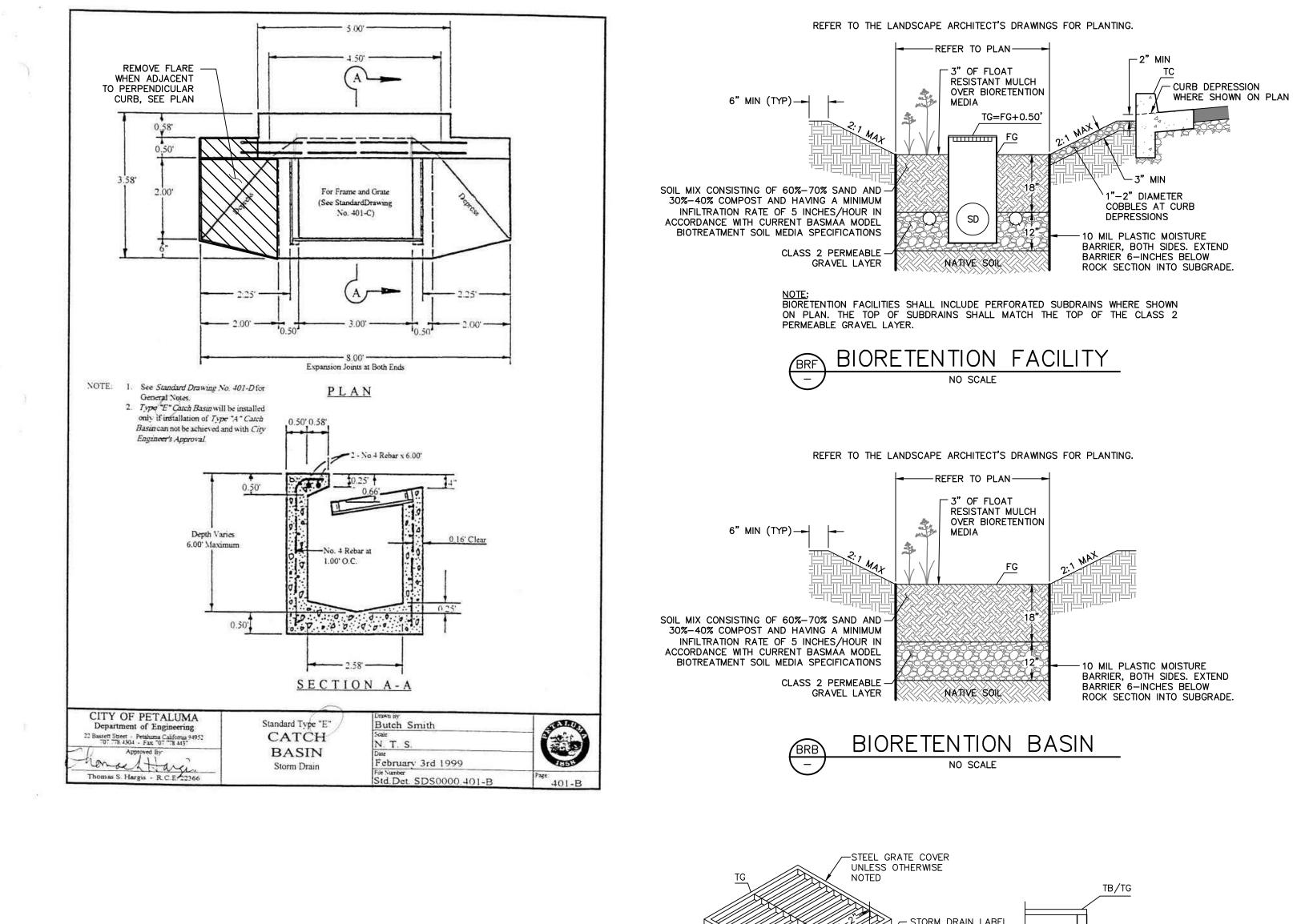


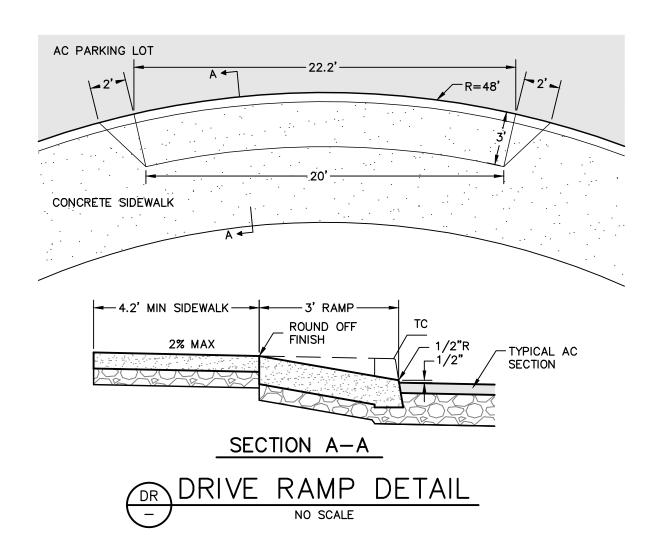


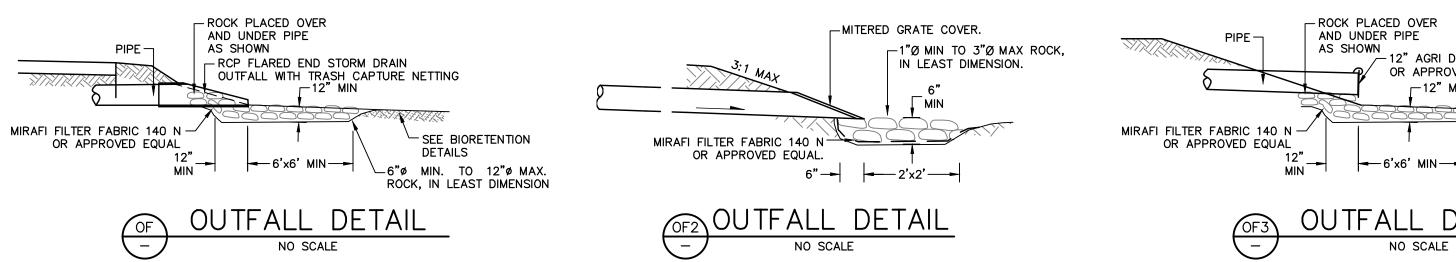




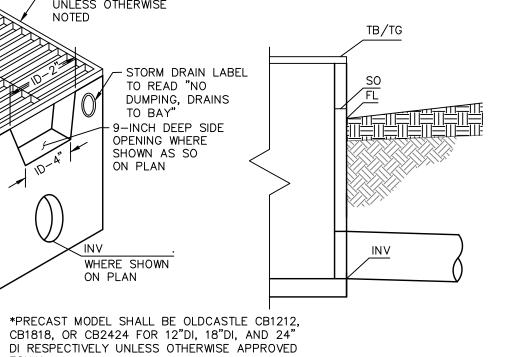
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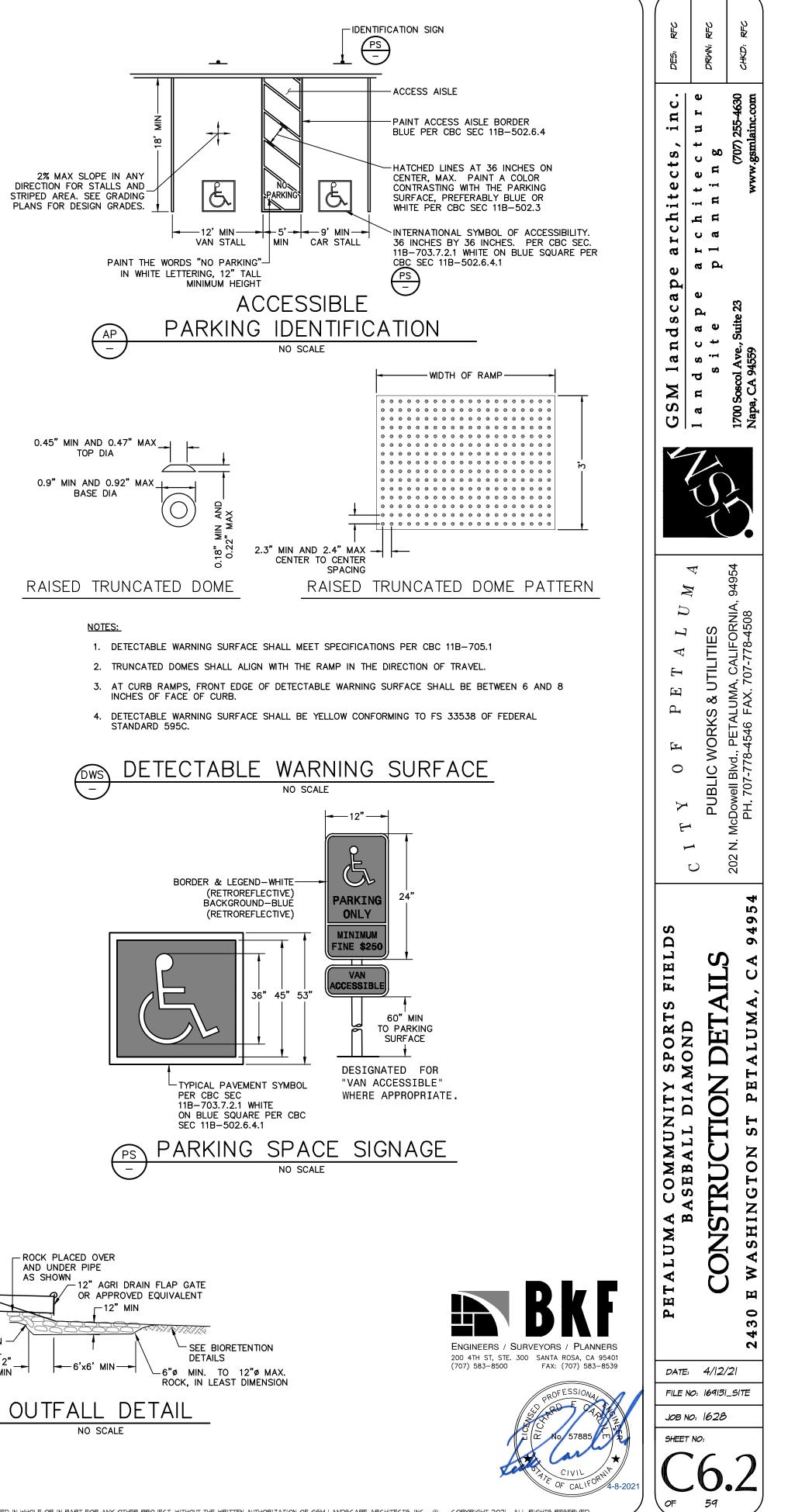


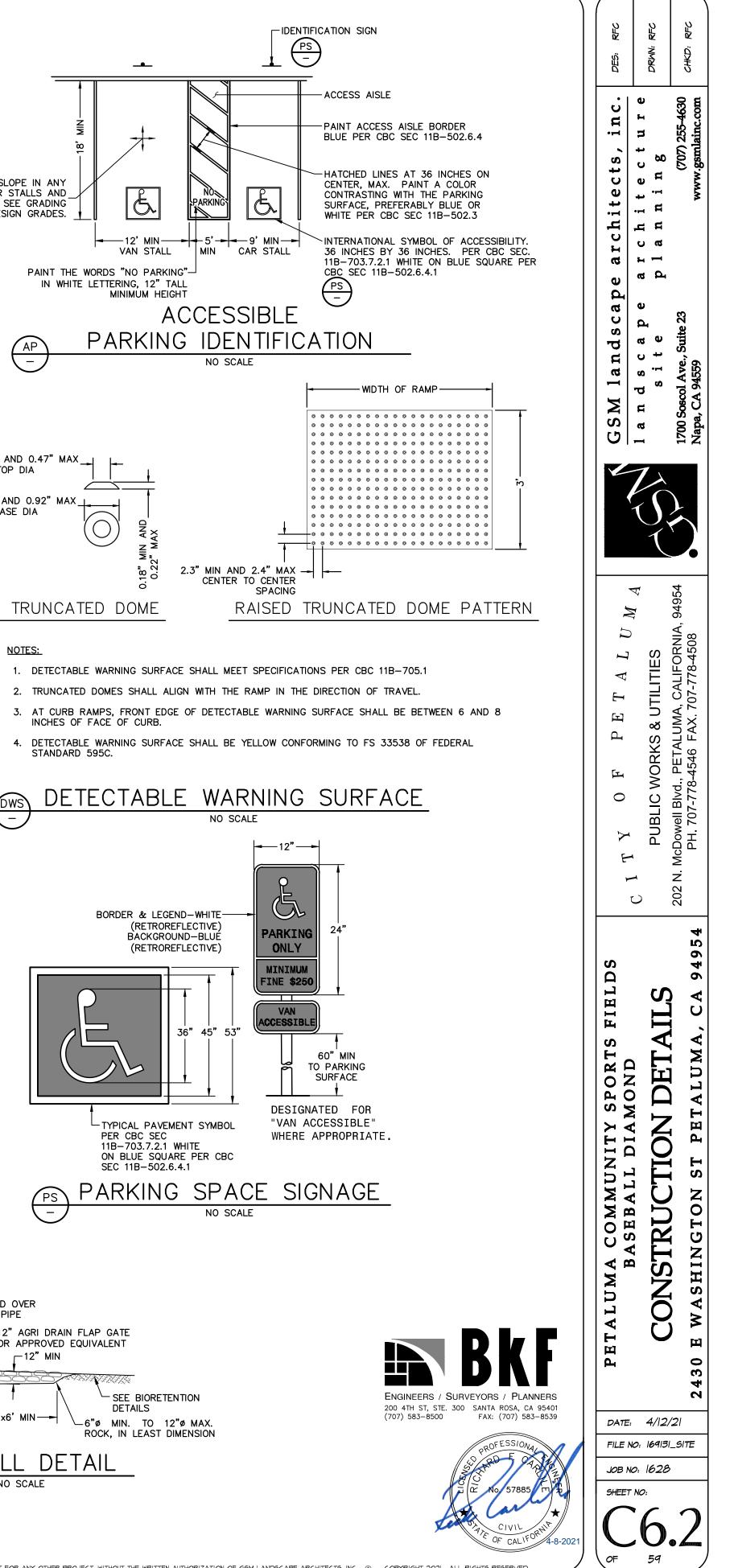


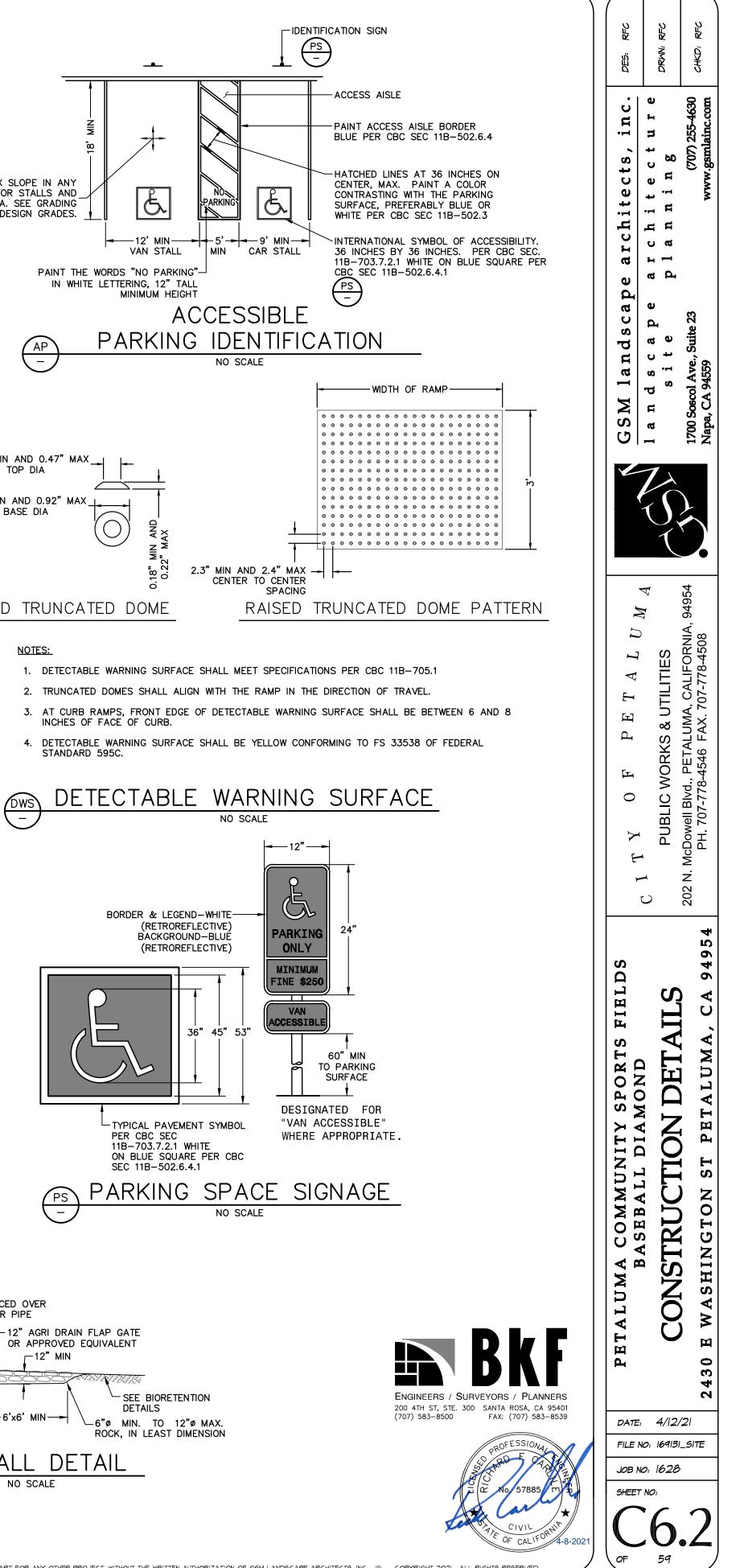


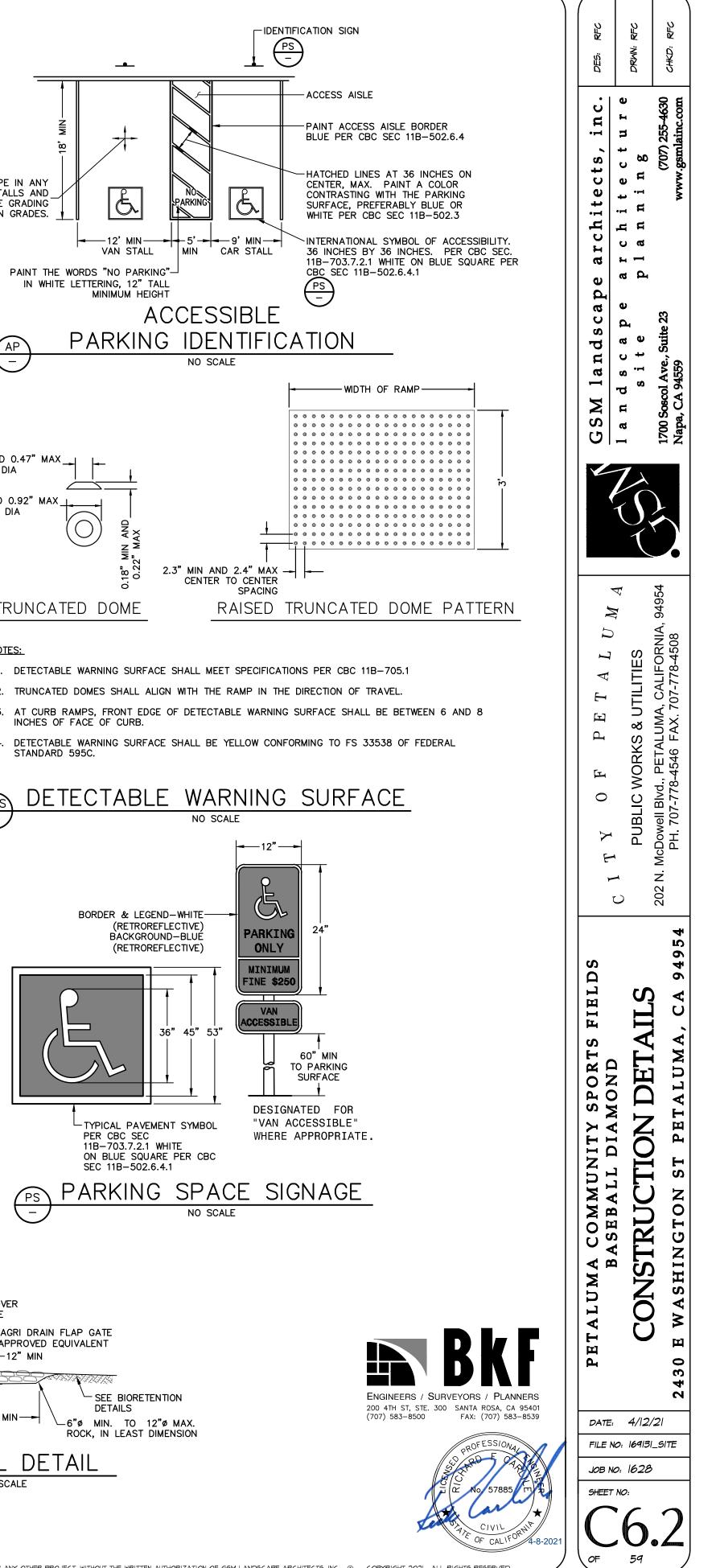
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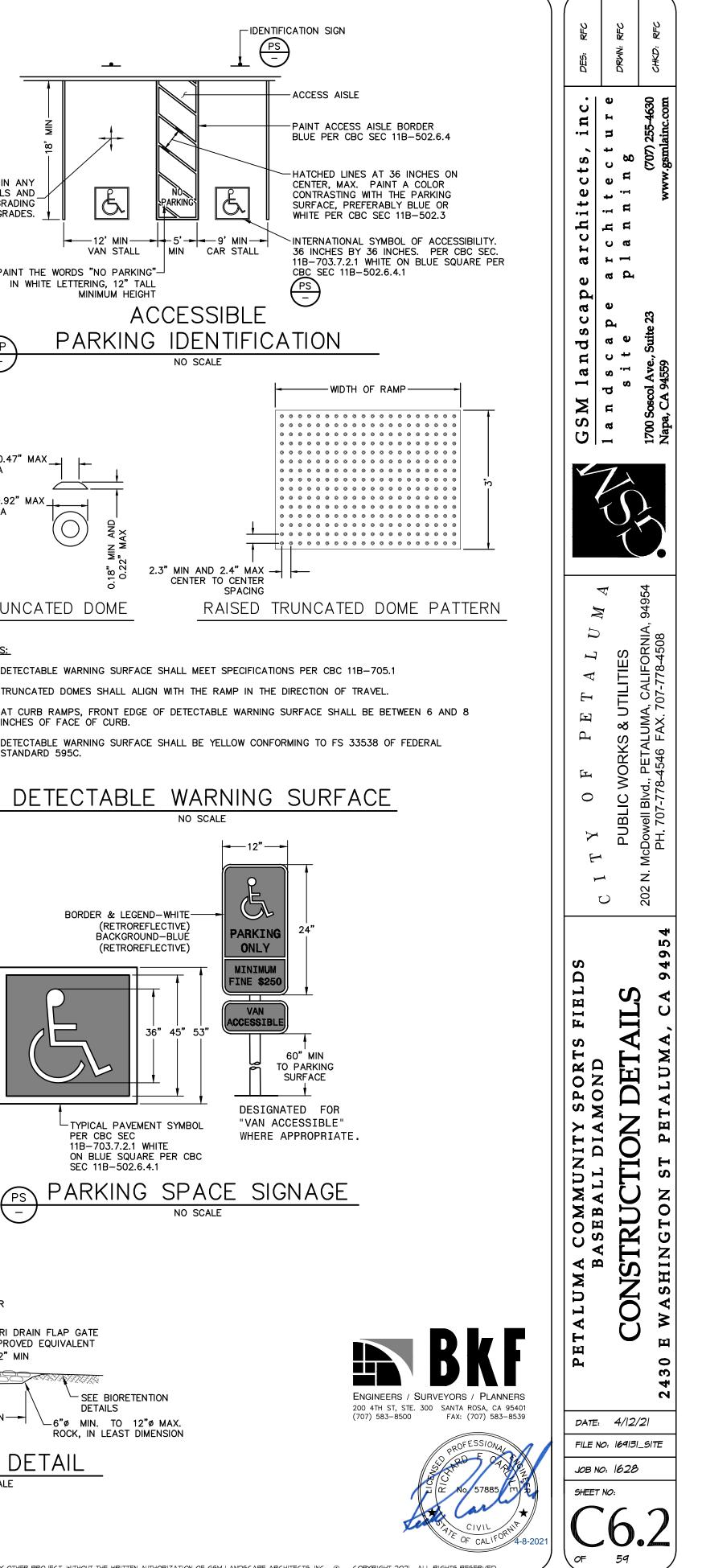
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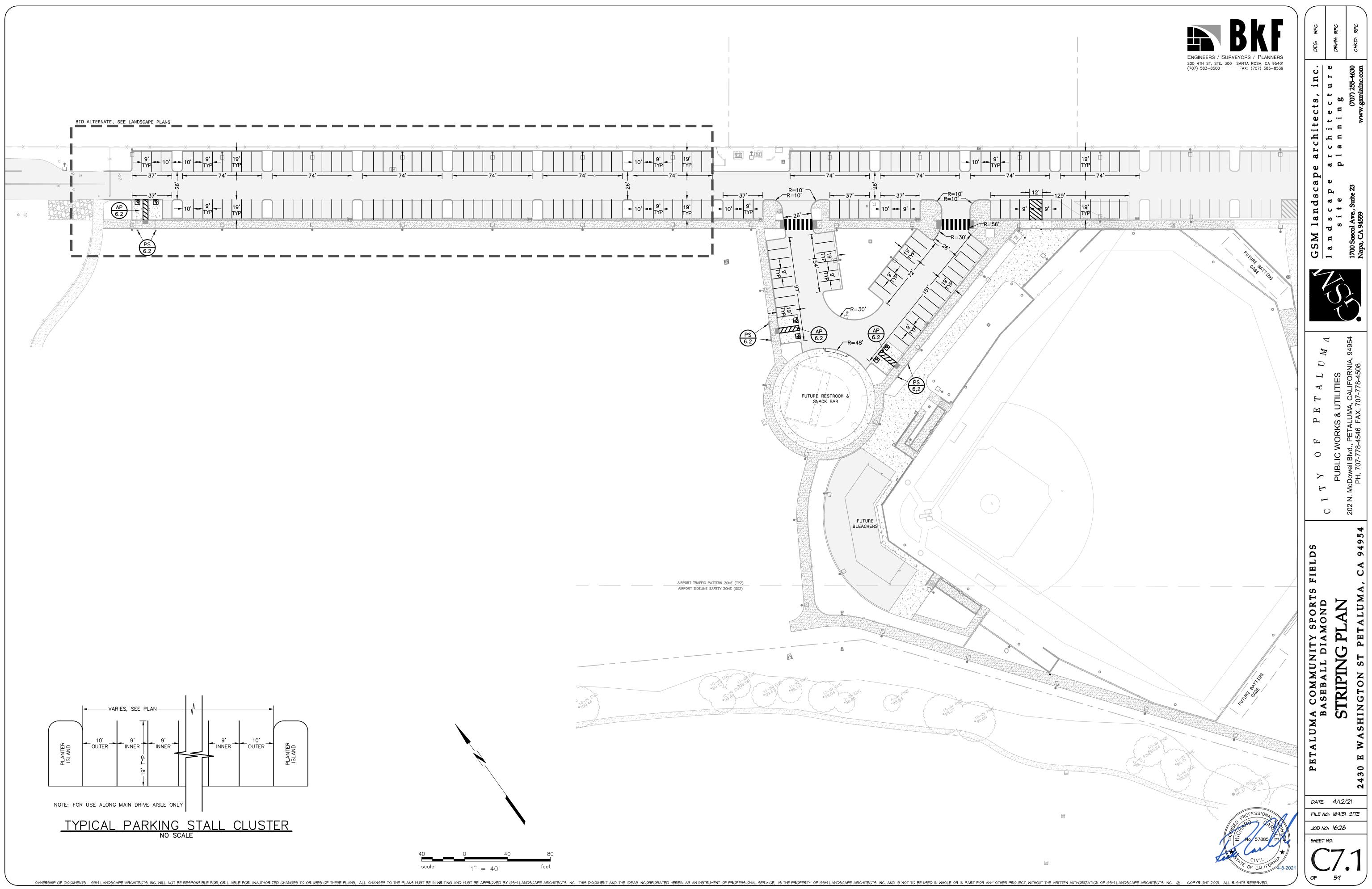


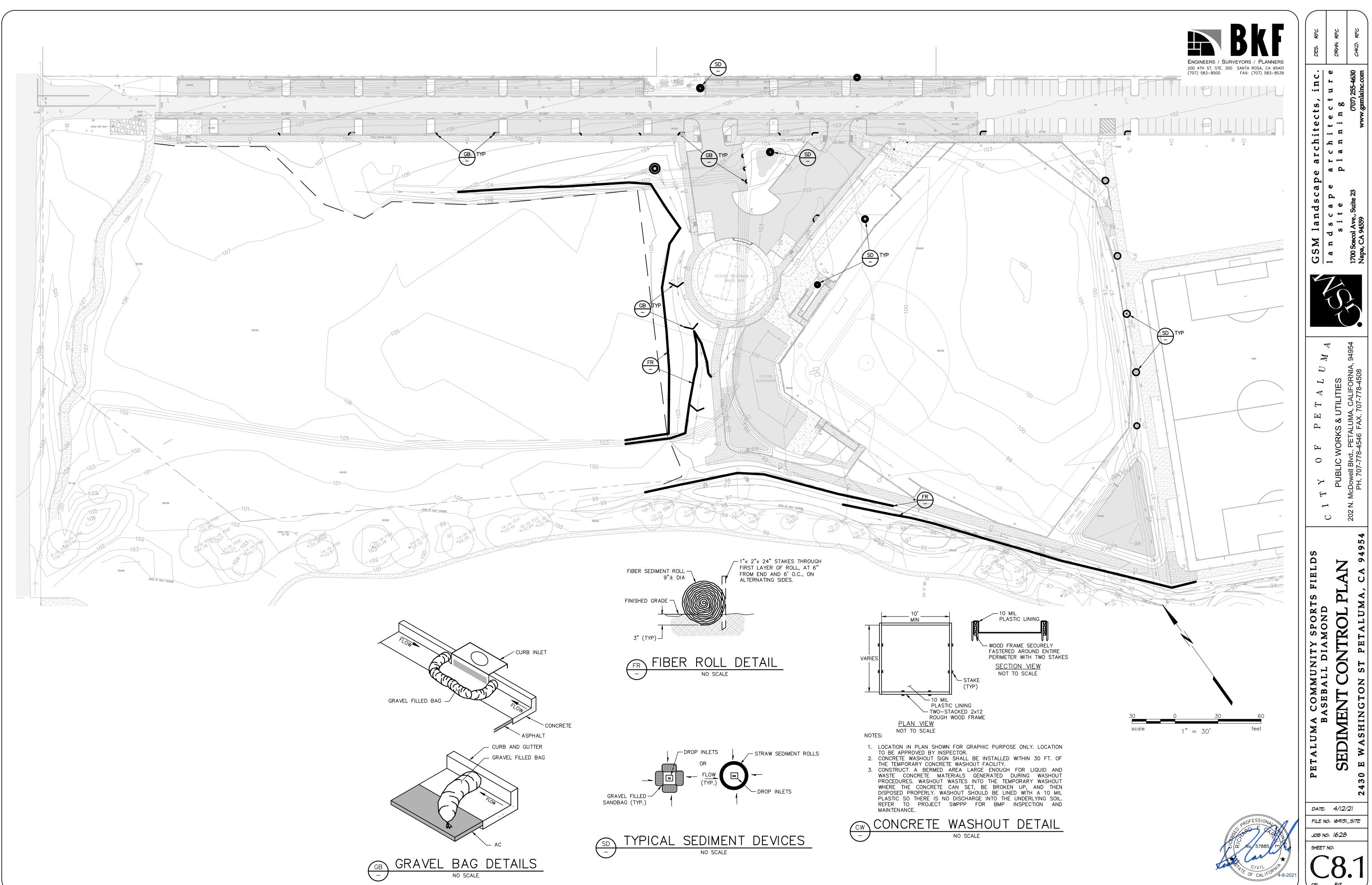












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APPENDIX C SWPPP AMENDMENTS AND AMENDMENT LOG

SWPPP Amendment No.

Project Name:	<u>Petaluma Community Sports Field Baseball Diamond,</u> APN: 136-070-031
Town Permits:	Grading Permit No: TBD
	Building Permit No: TBD

BKF Project Number: 20169131-10

Qualified SWPPP Developer (QSD) Certification of the Storm Water Pollution Prevention Plan Amendment

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

QSD's Signature

Rick Carlile, Project Engineer QSD's name and title Date

(707) 583-8533 Telephone Number

Discharger (Owner or Legally Responsible Person - LRP) Approval of the Storm Water Pollution Prevention Plan Amendment

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

DRAFT

Discharger (or LRP)'s Signature

Date

Discharger's name and title

Telephone Number

Amendment Log

Project Name:	<u>Petaluma Community Sports Field Baseball Diamond,</u>
·	APN: 136-070-031
Town Permits:	Grading Permit No: TBD
	Building Permit No: TBD

BKF Project Number: <u>20169131-10</u>

Amendment No.	Date	Brief Description of Amendment	Prepared By



APPENDIX D

NAL/NEL EXCEEDANCE SITE EVALUATIONS

There are no NELs for this project.

Numeric Action Levels (NALs)

pH outside the range of 6.5 to 8.5 requires an NAL report. Turbidity greater than 250 NTU requires an NAL report.



APPENDIX E

SUBMITTED CHANGES TO PRDS (DUE TO CHANGE IN OWNERSHIP OR ACREAGE)



APPENDIX F CONSTRUCTION SCHEDULE



APPENDIX G

CONSTRUCTION ACTIVITIES, MATERIALS USED AND ASSOCIATED POLLUTANTS



		CATEGORY - A	DHESIVES	Р	age of .
Examples:	Caulks, seale	glues, poxy synthetics, ers, putty, sealing agents, phtha, pitch)	Pollutants:	ldehydes ene	
Product Name, Physical Form (L, P or S)*		Storage Location	Method of Control and Protection		Quantity

*Physical Form - "L" = Liquid, "P" = Powder, "S" = Solid



CATEGORY - CLEANERS Page of .							
Examples:	Etchin Clean Bleac	nes, (metal, ceramic, tile) ng agents, ers, ammonia, lye, caustic sodas hing agents nate salts	Pollutants: Metals Metals Acidity/alkalinity Acidity/alkalinity Chromium				
Product Name, Physical Form (L, P or S)*		Storage Location	Method of Control and Protection		Quantity		

*Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid



CATEGORY - PLUMBING Page of						
Examples:	Pipe f Galva	r (lead, tin), flux (zinc chloride) itting (cut shavings) nized metals (nails, fences) ical wiring	Pollutants: Lead, copper, zinc, tin Copper Zinc Copper, lead			
Product Name, Physical Form (L, P or S)*		Storage Location	Method of Control and Protection		Quantity	

*Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid



CATEGORY - PAINTING					Page of .	
Examples:	Paints,	rrpentine, gum spirit, solvents Pollutants: VOCs nding Metals			es, mineral spirits	
Product Name, Physical Form (L, P or S)*		Storage Location	Method of Control and Protection		Quantity	

*Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid



	CATEGORY – WOODS				Page of .
Examples:	Sawd Partic Treate	ust le board dusts ed woods	Pollutants:		
Product Name, Physical Form (L, P or S)*		Storage Location	Method of Control and Protection		Quantity

*Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid



CATEGORY – MASONRY AND CONCRETE Page of .						
Examples:	Color Concr Glazin	(brick, cement) ed chalks (pigments) rete curing compounds ng compounds ing surfaces	Pollutants: Acidity, sediments Metals See MSDS Asbestos Acidity			
Product Name, Physical Form (L, P or S)*		Storage Location	Method of Control and Protection		Quantity	

*Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid



CATEGORY – FLOORS AND WALLS Pa					
Examples:	Flash Dryw Tile c Adhes	ing all utting (ceramic dusts) sives (see Adhesives category)	Pollutants: Copper, aluminum Dusts Minerals		
Product Name, Physical Form (L, P or S)*		Storage Location	Method of Control and Protection		Quantity

*Physical Form - "L" = Liquid, "P" = Powder, "S" = Solid



	C.	ATEGORY – REMODELING	G AND DEMOLIT	ION	Page of .
Examples:	Insula Coola Adhea	ation ant reservoirs sives (See Adhesives category)	Pollutants:	Asbestos Freon	
Product Name Physical Form (L, P	, or S)*	Storage Location	Method of Cont	rol and Protection	Quantity

*Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid



	CA	TEGORY – AIR CONDITIC	ONING AND HEAT	[ING]	Page of .	
Examples:	Insula Coola Adhea	nting Int reservoirs sives (See Adhesives category)	Pollutants:	Pollutants: Asbestos Freon		
Product Name Physical Form (L, P	, or S)*	Storage Location	Method of Cont	rol and Protection	Quantity	

*Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid



CATEGORY – YARD OPERATION AND MAINTENANCE Page of .							
Examples:	Vehicle and machinery maintenance Gasoline, oils, additives Marking paints (sprays) Grading, earth moving Portable toilets Fire hazard control (herbicides) Health and Safety Wash waters (herbicides, concrete, oils and greases)		Pollutants:	Oils and grease, cool Benzene & derivativ Vinyl chloride, meta Erosion (sediments) BOD, disinfectants (Sodium arsenite, dinit Rodenticides, insecti (see above categories	es, oils, grease ls spills) ro compounds cides		
Product Name, Physical Form (L, P o		Storage Location	Method of Con	trol and Protection	Quantity		
					<u>JI</u>		

*Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid



	CA	TEGORY – LANDSCAPING	AND EARTHMO	VING P	age of .
Examples:	Planting, plant maintenance Excavation, tilling Masonry and concrete Solid wastes (trees, shrubs) Exposing natural lime /mineral deposits Soil additives Revegetation of graded areas		Pollutants:	Pesticides, herbicides Erosion (sediments) (see above categories BOD Acidity/alkalinity, me Aluminum sulfate, su Fertilizers) etals
Product Nam Physical Form (L, H		Storage Location	Method of Contr	rol and Protection	Quantity

*Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid



		CATEGORY - MATERI	ALS STORAGE		Page of .
Examples:	Waste storage (used oils, solvents,etc) Hazardous waste containment Raw material piles		Pollutants:	Spills, leaks Spills, leaks Dusts, sediments	
Product Name Physical Form (L, P	, or S)*	Storage Location	Method of Cont	rol and Protection	Quantity
L					1

^{*}Physical Form – "L" = Liquid, "P" = Powder, "S" = Solid Note: VOC = Volatile organic compounds, BOD = Biological oxygen demand due to the use of oxygen by decomposing materials. References: USEPA. 1973. Processes, Procedures, and Methods to Control Pollution Resulting From Construction Activity. Office of Air and Water Programs, EPA 430/9-73-007. October, 1973. Meech, Mark L. and Margaret Lattin Bazany. 1991. Construction Creates Own Set of Hazardous Wastes, Hazmat World August, 1991. Gosselin, R.E. Ph.D, R.P. Smith Ph.D., and H.C. Hodge Ph.D. 1984. Clinical Toxicology of Commercial Products, Fifth Ed. Williams and Wilkins, Baltimore/London.



APPENDIX H

CASQA BMP HANDBOOK FACT SHEETS

(Not Included in Version of SWPPP Posted on SMARTS.)



APPENDIX I

VISUAL INSPECTION FIELD LOG SHEET - RISK LEVEL 2 EFFLUENT SAMPLING FIELD LOG SHEETS - RISK LEVEL 2



Risk Level 2								
Visual Inspection F	5	neet						
Date and Time of Ir	spection:			Report Date:				
Inspection Type:								
Weekly BMP	Before	е	During Rain	After	Conta	ined	Quart	erly
Inspections	Predicted	d Rain	Event	Qualifying Rain	Stormwa	ter	Non-Stor	mwater
				Event	Release			
Site Information								
Construction Site N	ame:							
Construction Stage	:		Completed Activiti	es:	Approxin	nate Area (of Exposed	d Site:
Weather Informati	ion							
Precipitation:		Yes	5	No				
Date Rain Predicted to Occur:				Predicted % Chance of Rain:				
Estimated Storm St	art:	Estimate	ed Storm Duration: Estimate Time Since Storm:		ince Last Rain Gaug		uge Reading:	
(date and tim	· ·		(hours) (days or hou					
			ction & Discharge In					
BMP w/ Deficiency		Correc	tive Action Required	I SWPPP Re (Yes/No)				to be pleted
Inspector Information								
Inspector Name:			Inspector Title:					
Signature:			Date:					

Provide photos to document conditions as necessary

Page 1



BMP Inspection Checklist (On-Site if safely accessible)					
BMP	V1 (V/D)	V2 (V/D)	V3 (V/D)	Corrective Action Required	
SWPPP					
Are all BMPs shown on the site maps installed in the proper location(s) and according to the details in the SWPPP?					
Preservation of Existing Vegetation					
Is temporary fencing provided to preserve vegetation in areas where no construction activity is planned? Erosion Control					
	1				
Are there any non-vegetated areas that may require temporary erosion control?					
Is the area where erosion controls are used free from visible erosion?					
Temporary Linear Sediment Barriers (Silt Fence, Fi	ber Rolls	s, Sanba	gs, etc)		
Are linear barriers installed where necessary and properly spaced?					
Are linear barriers free of accumulated litter?					
Is the built up sediment less than 1/3 the height of the barrier?					
Storm Drain Inlet Protection					
Are storm drain inlet protection devices in working order and being properly maintained?					
Stockpiles					
Are stockpiles located at least 15 m from concentrated flows, downstream drainage courses and storm drain inlets?					
Are required covers and/or perimeter controls in place?					
Sediment Basins					
Are basin controls (inlets, outlets, diversions, weirs, spillways, and racks) in working order?					
Tracking Control					
Is the entrance stabilized to prevent tracking?					
Is the stabilized entrance inspected daily to ensure that it is working properly?					
Are all paved areas free of visible sediment tracking or other particulate matter?					
Wind Erosion Control					
Is dust control implemented (via water trucks or other means)?					



BMP	V1	V2	V3	Corrective Action Required
	(V/D)	(V/D)	(V/D)	
Materials Pollution Control				
Are material storage areas and washout areas protected from run-on and run-off, and located at least 15 m from concentrated flows and downstream drainage facilities?				
Are all material handling and storage areas clean, organized, free of spills, leaks, or any other deleterious material; and stocked with appropriate clean-up supplies?				
Are liquid materials, hazardous materials, and hazardous wastes stored in temporary containment facilities?				
Are bagged & boxed materials stored on pallets?				
Are hazardous materials and wastes stored in appropriate, labeled containers?				
Are proper storage, clean-up, and spill-reporting procedures for hazardous materials and wastes posted in open, conspicuous and accessible locations adjacent to storage areas?				
Are temporary containment facilities free of spills and rainwater?				
Are temporary containment facilities and bagged/boxed materials covered?				
Are temporary concrete washout facilities designated and being used?				
Are temporary concrete washout facilities functional for receiving and containing concrete waste and are concrete residues prevented from entering the drainage system?				
Do temporary concrete washout facilities provide sufficient volume and freeboard for planned concrete operations?				
Waste Management				
Are concrete wastes, including residues from cutting and grinding, contained and disposed of off-site or in concrete washout facilities?				
Is the site free of litter?				
Are trash receptacles provided in the yard, trailer areas, and at locations where workers congregate for lunch and break periods?				
Is litter from work areas collected and placed in watertight dumpsters?				
Are waste management receptacles free of leaks?				
Are the contents of waste management receptacles properly protected from contact with storm water or from being dislodged by winds?				

V1 = Visual Inspection Location 1 V = Viewed

D = Deficiency noted



BMP	V1 (V/D)	V2 (V/D)	V3 (V/D)	Corrective Action Required
Are waste management receptacles filled at or beyond capacity?				
Vehicle & Equipment Fueling, Cleaning, and Maintenance				
Are vehicle and equipment fueling, cleaning and maintenance areas reasonably clean and free of spills, leaks, or any other deleterious material?				
Are vehicle and equipment fueling, cleaning and maintenance activities performed on an impermeable surface in dedicated areas?				
If no, are drip pans used?				
Are dedicated fueling, cleaning, and maintenance areas located at least 15 m away from downstream drainage facilities and watercourses and protected from run-on and run-off?				
Is wash water contained for infiltration/ evaporation and disposed of appropriately?				
Is on-site cleaning limited to washing with water (no soap, soaps substitutes, solvents, or steam)?				
On each day of use, are vehicles and equipment inspected for leaks and if necessary, repaired?				
Dewatering Operations Are all one-time dewatering operations covered by the				
General Permit inspected before and as they occur and BMPs implemented as necessary during discharge?				
Is ground water dewatering handled in conformance with the dewatering permit issued by the RWQCB?				
Is required treatment provided for dewatering effluent?				
Temporary Water Body Crossing or Encroachment				
Are temporary water body crossings and encroachments constructed appropriately?				
Does the project conform to the requirements of the 404 permit and/or 1601 agreement?				
Illicit Connection/ Discharge	ļ			
Is there any evidence of illicit discharges or illegal dumping on the project site? If yes, has the Owner/Operator been notified?				
Discharge Points	<u> </u>			
Are discharge points and discharge flows free from visible pollutants and significant sediment transport?				
General	<u> </u>			
Are there any other potential concerns at the site?				

V1 = Visual Inspection Location 1 V = Viewed

D = Deficiency noted



Discharge or other Stormwater Inspection (if applicable)							
Observation	V1 (Yes/No)	V2 (Yes/No)	V3 (Yes/No)	Corrective Action Required			
Odors							
Floating Material							
Suspended Material							
Sheen							
Discolorations							
Turbidity							



Risk Level 2					
Effluent Sampling Field Log Sheet					
Construction Site Name:	Date and Time of Inspection:				
Sampling Event Type:					
Stormwater	Non-stormwater				

Field Meter Type and Calibration	
pH Meter ID No./Desc:	Turbidity Meter ID No./Desc:
Calibration Date/Time:	Calibration Date/Time:

Field pH and Turbidity Measurements					
Measurement		S1	\$2	S3	Sampler
Time	1 st				
	2 nd				
	3 rd				
рН	1 st				
	2 nd		-		
	3 rd				
Turbidity	1 st				
,	2 nd				
	3 rd				
Rain Gauge Reading	1 st				
Kain Gauge Keduling	2 nd				
	3 rd				
Weather Observations	1 st				
	2 nd				
	2 rd				
Site Observations	1 st				
	2 nd				
	3 rd				
Noted Deficiencies	1 st				
	2 nd				
	3 rd				



Risk Level 2			
Non-Visible Pollutant Field Log Sheet			
Construction Site Name:	Date and Time of Inspection:		

Grab Samples Collected					
Discharge Location Description	Sample Type	Time			

Sampler Information	
Sampler Name:	Sampler Title:
Signature:	Date:



APPENDIX J

AGENCY APPROVALS AND MISCELLANEOUS DOCUMENTS



APPENDIX K TRAINING REPORTING FORM



Trained Contractor Personnel Log

Proj	ect Name: Petaluma	Comr	nunity Sports Field Baseball Diamond
Proj	ect Number/Location:		
Storn	n Water Management Topic: (check as appro	opriate))
	SWPPP Implementation		Non-storm water management
	BMP Inspection and Maintenance		Storm Water Sampling
	Record Keeping		Sediment Control
	Erosion Control		Tracking Control
	Wind Erosion Control		Waste Management and Materials Pollution Control
Spe	cific Training Objective:		
Loc	ation:		Date:
Inst	ructor:		Telephone:
Cou	rse Length (hours):		

Storm Water Management Training Log

Attendee Roster (attach additional forms if necessary)

Name	Company	Phone



Name	Company	Phone

COMMENTS:



APPENDIX L

RESPONSIBLE PARTIES

Property Owners / Dischargers: GSM Landscape Architects c/o Bart Ito 1700 Soscol Ave, Suite 23 Napa, California 95492

Legally Responsible Person: TBD Position 1700 Soscol Ave, Suite 23 Napa, California 95492

Qualified SWPPP Practitioner TBD, Company Address Address

Qualified SWPPP Developer Rick Carlile, Project Engineer BKF Engineers 200 4th Street, Suite 300 Santa Rosa, Ca 95401



APPENDIX M

CONTRACTORS AND SUBCONTRACTORS



CONTRACTOR/SUBCONTRACTOR LIST

(All contractors, subcontractors, and individuals who will be directed by the QSP.)

Project Name:

Petaluma Community Sports Field Baseball Diamond

Project Number/Location:

COMPANY NAME	CONTACT NAME	ADDRESS	PHONE NUMBER	EMERGENCY CONTACT #	SPECIFIC AREAS OF RESPONSIBILITY

USE ADDITIONAL PAGES AS NECESSARY



"Subcontractor Notification Letter"

SWPPP Notification

Company: Address: City, State, ZIP:

Dear Sir/Madam,

Please be advised that the California State Water Resources Control Board has adopted the General Permit (General Permit) for Storm Water Discharges Associated with Construction Activity (CAS000002). The goal of these permits is prevent the discharge of pollutants associated with construction activity from entering the storm drain system, ground and surface waters.

The Owner has developed a Storm Water Pollution Prevention Plan (SWPPP) in order to implement the requirements of the Permits.

As a subcontractor, you are required to comply with the SWPPP and the Permits for any work that you perform on site. Any person or group who violates any condition of the Permits may be subject to substantial penalties in accordance with state and federal law. You are encouraged to advise each of your employees working on this project of the requirements of the SWPPP and the Permits. A copy of the Permits and the SWPPP are available for your review at the construction office. Please contact me if you have further questions.

Sincerely,

Name: Title:



APPENDIX N INTENTIONALLY LEFT BLANK



APPENDIX O CONSTRUCTION RECORDS



APPENDIX P RAIN EVENT ACTION PLAN FORM



F			vent Action Plan		
Dat			WDID Number:		
	te Rain Predicted to Occur:		Predicted % chance	of ra	in:
Site	e Information:				
	Name, City and Zip Code • Stormwater Manager Informatic		Project Risk Level: 🗆 Risk Lev	el 2	□ Risk Level 3
Site	e Stor manager information	,11.			
<u></u>			. (-)		
Nan Ero	ne, Company, Emergency Phone Numb sion and Sediment Control Contr	er (2 acto	4/7) r — Labor Force contracted for th	e sit	te:
Nam	ne, Company, Emergency Phone Number (24	ı/7)			
	rmwater Sampling Agent:				
Nam	ne, Company, Emergency Phone Number (24	ļ/7)			
	Che	ck AI	Current Phase of Construction <i>L</i> the boxes below that apply to your s		
	Grading and Land Development		Vertical Construction		Inactive Site
	Streets and Utilities		Final Landscaping and Site		Other:
		Δ	Stabilization ctivities Associated with Current	Pha	se(s)
	Check ALL the bo		elow that apply to your site (some app		
<u>Gra</u>	a <u>ding and Land Development:</u> Demolition		Vegetation Removal		Vegetation Salvage-Harvest
	Rough Grade		Finish Grade		Blasting
	Soil Amendment(s):		Excavation (ft)		Soils Testing
	Rock Crushing		Erosion and Sediment Control		Surveying
	Equip. Maintenance/Fueling				Other:
			Material Delivery and Storage		Other.
	<u>eets and Utilities:</u> Finish Grade		Utility Install: water-sewer-gas		Paving Operations
	Equip. Maintenance/Fueling		Storm Drain Installation		Material Delivery & Storage
	Curb and Gutter/Concrete Pour		Masonry		Other:
<u>Ver</u>	tical Construction:				
	Framing		Carpentry		Concrete/Forms/Foundation
	Masonry		Electrical		Painting
	Drywall/Interior Walls		Plumbing		Stucco
	Equip. Maintenance/Fueling		HVAC Insulation		Tile
	Exterior Siding Flooring		Roofing		Landscaping & Irrigation Other:
Fin	al Landscaping & Site Stabilizati	on:			
	Stabilization		Vegetation Establishment		E&S Control BMP Removal
	Finish Grade		Storage Yard/ Material Removal		Landscape Installation
	Painting and Touch-Up		Irrigation System Testing		Other:
	Drainage Inlet Stencils		Inlet Filtration		Perm. Water Quality Ponds
	Other:		Other:		Other:
<u>Ina</u>	<u>ective Construction Site:</u> E & S Control Device Installation		Routine Site Inspection		Trash Removal
	E & S Control Device Maintenance		Street Sweeping		Other:

	Ra	in l	Event Action Pla	n	(REAP)
Date:			WDID Number:		
	Tra	ades A	ctive on Site during Current Pha ALL the boxes below that apply to your si	se(s)	
	Storm Drain Improvement		Grading Contractor		Surveyor- Soil Technician
	Street Improvements		Water Pipe Installation		Sanitary Station Provider
	Material Delivery		Sewer Pipe Installation		Electrical
	Trenching		Gas Pipe Installation		Carpentry
	Concrete Pouring		Electrical Installation		Plumbing
	Foundation		Communication Installation		Masonry
	Demolition		Erosion and Sediment Control		Water, Sewer, Electric Utilities
	Material Delivery		Equipment Fueling/Maintenance		Rock Products
	Tile Work- Flooring		Utilities, e.g., Sewer, Electric		Painters
	Drywall		Roofers		Carpenters
	HVAC installers		Stucco		Pest Control: e.g., termite
	Exterior Siding		Masons		prevention Water Feature Installation
	Insulation		Landscapers		Utility Line Testers
	Fireproofing		Riggers		Irrigation System Installation
	Steel Systems		Utility Line Testers		Other:
		Trado	Contractor Information Provid	od	
	Ci	heck AL	L the boxes below that apply to your	site.	
	Educational Material Handout		Tailgate Meetings		Training Workshop
	Contractual Language		Fines and Penalties		Signage
	Other:		Other:		Other:
					Continued on next page.

	R	ain Event Action Plan (REAP)
Date of REAP		WDID Number:
Date Rain Predicted to Occu	ı r:	Predicted % chance of rain:
areas, stockpiles, waste manager	nent a re the	Predicted Rain Event Triggered Actions I items to review for this project. Each active Trade should check all material storage areas, vehicle and equipment storage and maintenance, areas of active soil disturbance, proper implementation of BMPs. Project-wide BMPs should be checked and cross-
Trade or Activity	Sug	gested action(s) to perform / item(s) to review prior to rain event
□ Information & Scheduling		Inform trade supervisors of predicted rain Check scheduled activities and reschedule as needed Alert erosion/sediment control provider Alert sample collection contractor (if applicable) Schedule staff for extended rain inspections (including weekends & holidays) Check Erosion and Sediment Control (ESC) material stock Review BMP progress map Other:
Material storage areas		Material under cover or in sheds (ex: treated woods and metals) Perimeter control around stockpiles Other:
Waste management areas		Dumpsters closed Drain holes plugged Recycling bins covered Sanitary stations bermed and protected from tipping Other:
□ Trade operations		Exterior operations shut down for event (e.g., no concrete pours or paving) Soil treatments (e.g.,: fertilizer) ceased within 24 hours of event Materials and equipment (ex: tools) properly stored and covered Waste and debris disposed in covered dumpsters or removed from site Trenches and excavations protected Perimeter controls around disturbed areas Fueling and repair areas covered and bermed Other:
Site ESC BMPs		Adequate capacity in sediment basins and traps Site perimeter controls in place Catch basin and drop inlet protection in place and cleaned Temporary erosion controls deployed Temporary perimeter controls deployed around disturbed areas and stockpiles Roads swept; site ingress and egress points stabilized Other:
Concrete rinse out area		Adequate capacity for rain Wash-out bins covered Other:
Spill and drips		All incident spills and drips, including paint, stucco, fuel, and oil cleaned Drip pans emptied Other:

		Continued on next page.
Other / Discussion / Diagrams		
Diagrams		
	P	
	D	
	D	
	P	
Attach a printout of the we	eather forecast from the NOAA website to the REAP.	
by me or under my direction or gathered and evaluated the inf persons directly responsible fo	hat this Rain Event Action Plan (REAP) will be performed in accordar r supervision in accordance with a system designed to assure that qua ormation submitted. Based on my inquiry of the persons who manag r gathering the information, the information submitted is, to the best I am aware that there are significant penalties for submitting false info ment for knowing violations.	lified personnel properly e the system, or those of my knowledge and belief,
	Date:	
Qualified SWPPP Practitioner	(Use ink please)	

APPENDIX Q

TEST METHODS, DETECTION LIMITS, REPORTING UNITS, APPLICABLE NALS AND NELS

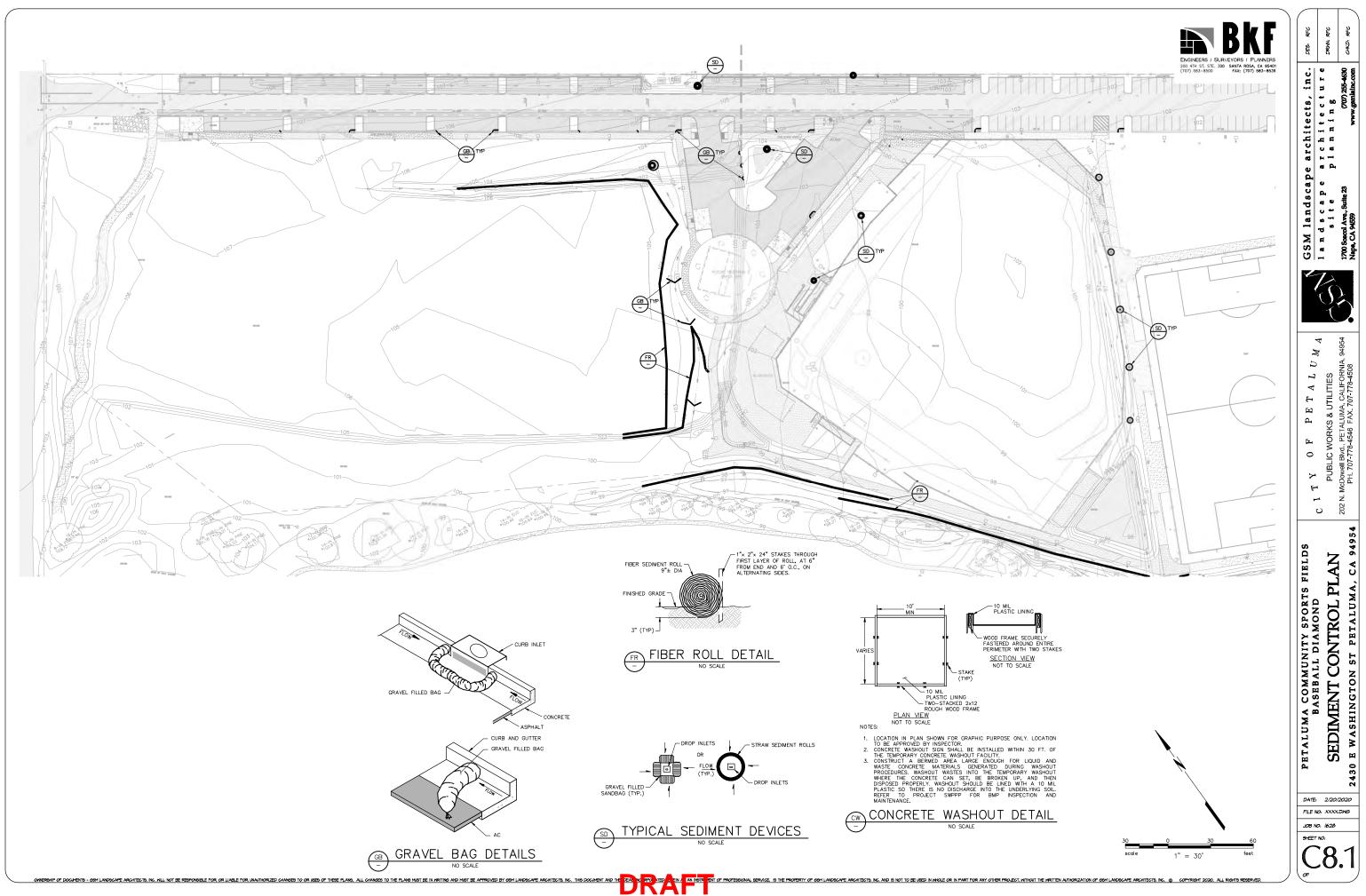
TURBIDITY – NUMERIC ACTION LEVEL – GREATER THAN 250 NTU

pH – NUMERIC ACTION LEVEL – OUTSIDE RANGE OF 6.5 TO 8.5



APPENDIX R EROSION CONTROL PLAN





APPENDIX S

CONSTRUCTION SITE MONITORING PROGRAM



APPENDIX S

Construction Site Monitoring Program

Section 1 Construction Site Monitoring Program 1.1 Construction Site Monitoring Program

The following Construction Site Monitoring Program (CSMP), its methodology, strategy, monitoring and sampling procedures, are only intended to be a guide to assist the QSP and LRP who are subject to the Construction Activity and the Storm Water Discharge Permit, 2009-0009-DWQ (General Permit), as amended by 2010-0014-DWQ and 2012-0006-DWQ. The intent is to comply with Order 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-0006-DWQ. LRP or QSP who have questions about specific requirements of the General Permit or this guidance document are advised to consult with the appropriate RWQCB.

Section 2 Construction Site Monitoring Requirements 2.1 Construction Site Monitoring Requirements

The General Permit (Attachments C, D, E; Section I.1.a) requires that a written site specific Construction Site Monitoring Program (CSMP) be developed by each discharger prior to the commencement of construction activities, and be revised as necessary to reflect project revisions and that the CSMP be included with the SWPPP. The CSMP should be developed to meet the specific requirements and objectives identified in the General Permit for each risk level. The CSMP shall be amended as necessary by the QSP.

2.2 Types of Monitoring Required by the General Permit

The specific monitoring required for each construction site depends upon the project risk level, project size, BMPs implemented and effluent quality. The General Permit may require the following types of monitoring:

- Visual inspections of Best Management Practices (BMPs);
- Visual monitoring of the site related to qualifying storm events;
- Visual monitoring of the site for non-stormwater discharges;
- Sampling and analysis of construction site runoff;
- Sampling and analysis of receiving waters;
- Sampling and analysis of non-stormwater discharges;
- Bio-assessment monitoring of receiving waters;
- Sampling and analysis of ATS operations; and

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• Soil particle size analysis.

	Type of Monitoring	When
	Effluent sampling: Turbidity	Collect a minimum of three samples per day of discharge. Collect runoff samples representative of site
		discharges.
lysis	Effluent sampling: pH	During construction phases with high risk of high pH discharge. Collect a minimum of three samples per day of discharge.
& Ana]		Collect runoff samples representative of site discharges.
ng		Within first two hours of discharge from site.
Sampling & Analysis	Non-visible pollutants: spill/BMP failure based on pollutant source assessment	Collect samples of runoff affected by the spilled or released material(s) and runoff unaffected by the spilled or released material(s).
	Contained rain water	At time of discharge.
	Non-stormwater	At locations where discharged off the site.
		When sediment basins are used.
	Particle size	If needed to justify site specific sediment risk using RUSLE.
	Other	RWQCB or TMDLs may require other monitoring.
	Non-stormwater inspection	Quarterly for each drainage area.
ions	Qualifying rain event: Pre-rain inspection	All drainage areas, BMPs, and stormwater containments within two business days of each qualifying rain event.
Visual Inspections	Qualifying rain event: Post-rain inspection	All discharge locations within two business days after each qualifying rain event.
Visual		Visually observe discharge of contained stormwater when discharged.
	During rain inspection	See BMP inspection below.
	BMP	Weekly and every 24 hours during extended storm events.

Tables S-1 -- Summary of Risk Level 2 Monitoring

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2.3 Purpose of the Construction Site Monitoring Program

The purpose of the CSMP is to address the following objectives:

- To demonstrate that the site is in compliance with the applicable discharge prohibitions, Numeric Action Levels (NALs);
- To determine whether non-visible pollutants are present at the construction site and are causing or contributing to any exceedance of water quality objectives;
- To determine whether immediate corrective actions, additional BMP implementation, or SWPPP revisions are necessary to reduce pollutants in stormwater discharges and authorized non-stormwater discharges; and
- To determine whether BMPs included in the SWPPP and/or Rain Event Action Plan (REAP) are effective in preventing or reducing pollutants in stormwater discharges and authorized non-stormwater discharges.

Section 3 Visual Monitoring (Inspection)

Risk Level 2 sites are required to conduct visual monitoring (inspections). Visual monitoring includes:

- Inspections of BMPs;
- Inspections before and after qualifying rain events; and
- Inspection for non-stormwater discharges.

Visual inspections are required for the duration of the project with the goal of confirming that appropriately selected BMPs have been implemented, are being maintained, and are effective in preventing potential pollutants from coming into contact with stormwater. An inspection checklist has been included under Appendix I.

3.1 BMP Inspection

The General Permit requires that BMPs be inspected weekly and once each 24-hour period during extended storm events. The QSP shall make the inspection on a day where there is measurable rainfall. If there is a 48-hour dry period prior to the total multi-day accumulation of 0.5 inches of rain, the inspection checklist does not need to be kept. Otherwise, an inspection checklist is required and must be maintained in the SWPPP binder for all days with measurable rainfall. The purpose of these inspections is to identify BMPs that:

- Need maintenance to operate effectively;
- Failed; or
- Could fail to operate as intended.

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If deficiencies are identified during BMP inspections, repairs or design changes to BMPs must be initiated within 72 hours of identification and need to be completed as soon as possible.

All BMP inspections must be documented on an inspection checklist. Included in Appendix I is a BMP inspection check list. The checklist should be made site specific based on the BMPs and outfalls for each construction project, but at minimum the form should include:

- Inspection date, and date the inspection report was written;
- Weather information, including presence or absence of precipitation, estimate of the beginning of qualifying storm event, duration of event, time elapsed since last storm, and approximate amount of rainfall in inches;
- Site information, including stage of construction, activities completed, and approximate area of the site exposed;
- A description of the BMPs evaluated and any deficiencies noted;
- If the construction site is safely accessible during inclement weather, list the observations of all BMPs: erosion controls, sediment controls, chemical and waste controls, and non-stormwater controls. Otherwise, list the results of visual inspections at all relevant outfalls, discharge points, downstream locations, and identify any projected maintenance activities;
- Report the presence of noticeable odors or any visible sheen on the surface of any dischargers;
- Any corrective actions required, including any necessary changes to the SWPPP and the associated implementation dates;
- Photographs taken during the inspection, if any; and
- Inspector's name, title, and signature.

An example Visual Inspection Field Log Sheet is included in Appendix I.

3.2 Qualifying Rain Event Inspections

The General Permit requires that the construction site be inspected within two days prior to a predicted qualifying rain event and within two days after a qualifying rain event. These inspections are only required during normal business hours of the construction site.

The General Permit defines a qualifying rain event as one that produces ¹/₂-inch or more of precipitation with a 48 hour or greater period between rain events.

The General Permit requires that dischargers only use weather forecasts from the National Oceanographic and Atmospheric Administration (NOAA). Pre-project inspections should be initiated after consulting NOAA for a qualifying rain event with 50% or greater probability of precipitation (PoP). These forecasts can be obtained at: http://www.srh.noaa.gov/forecast.

Records must be kept of all qualifying rain event inspections. Records need to be maintained on site and document the following:

- Personnel performing the observations;
- Observation date and time;
- Weather conditions (including the rain gauge reading for the qualifying rain event);
- Locations observed; and
- Corrective actions taken in response to observations.

A Visual Inspection Field Log Sheet is included in Appendix I.

3.2.1 Pre-Rain Event Inspection

The purpose of the pre-rain event inspection is to make sure the site and the BMPs are ready for the predicted rain. The pre-rain event inspection needs to cover:

- All stormwater drainage areas to identify any spills, leaks, or uncontrolled pollutant sources;
- All BMPs to identify whether they have been properly implemented per the SWPPP and/or REAP;
- Stormwater storage and containment areas to detect leaks and ensure maintenance of adequate freeboard; and
- The presence or absence of floating and suspended materials, a sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants within stored stormwater.

3.2.2 Post-Rain Event Inspection

The purpose of the post-rain event inspection is to observe the discharge locations and the discharge of any stored or contained rainwater; determine if BMPs functioned as designed; and identify if any additional BMPs are required. The post-rain event inspection needs to cover:

- All stormwater discharge locations;
- The discharge of stored or contained stormwater that is derived from and discharged subsequent to a qualifying rain event; and All BMPs to determine if they were adequately designed, implemented, and effective.

After assessing BMPs it should be noted on the inspection form whether the BMPs need maintenance.

3.3 Non-Stormwater Discharges Inspections

The General Permit requires that construction sites, regardless of risk level, be inspected quarterly for the presence of non-stormwater discharges. Records must be kept of all inspections and must be maintained on site.

Non-stormwater discharge inspections are only required during normal business hours of the construction site. The purpose of these inspections is to detect unauthorized non-stormwater discharges and observe authorized non-stormwater discharges. Quarterly inspections need to include each drainage area of the project and document the following:

- Presence or indications of unauthorized and authorized non-stormwater discharges and their sources;
- Pollutant characteristics of the non-stormwater discharge (floating and suspended material, sheen, discoloration, turbidity, odor, etc);
- Personnel performing the observations;
- Dates and approximate time each drainage area and non-stormwater discharge was observed; and
- Response taken to observations.

For Risk Level 2 sites, non-stormwater discharges shall be collected and analyzed for pH and turbidity. If there is a potential for non-visible pollutants, a sample shall be collected and sent to a certified lab for testing for the potential pollutant.

An Effluent Sampling Field Log Sheets has been included in Appendix I. A Visual Inspection Field Log Sheet is included in Appendix I.

Section 4 Water Quality Sampling and Analysis Procedures

The purpose of sampling is to determine whether BMPs implemented on a construction site are effective in controlling potential construction site pollutants, which come in contact with stormwater or non-stormwater, and to demonstrate compliance with the applicable NALs or NELs.

This section discusses the procedures and the information that need to be included in the CSMP for water quality sampling and analysis. This section is divided into the following:

- Potential pollutant sources;
- Monitoring constituents by risk level;
- Sampling locations;
- Sample collection and handling; and
- Analytical methods, laboratories, and field meters.

Water quality sampling and analysis of pH and turbidity is required for Risk Level 2 projects. Risk Level 2 projects are also required to conduct water quality sampling and analysis when there is a risk of non-visible pollutant discharge. If a source for potential non-visible pollutants is identified, a sample shall be collected down-gradient from the discharge location(s) where the visual observations were made triggering the monitoring and which can be safely accessed.

4.1 Potential Pollutant Sources

4.1.1 Sediment and Turbidity

Conditions or areas at a construction site that may cause sediment, silt, and/or turbidity in site runoff include:

- Exposed soil areas with inadequate erosion control measures;
- Areas of active grading;
- Poorly stabilized slopes;
- Lack of perimeter sediment controls;
- Areas of concentrated flow on unprotected soils;
- Poorly maintained erosion and sediment control measures;
- Tracking sediment onto roads and paved surfaces;
- Unprotected soil stockpiles; and
- Failure of an erosion or sediment control measure.

4.1.2 High pH

Conditions or areas at a construction site that may cause high pH in site discharges include:

- Concrete pours and curing;
- Concrete waste management areas;
- Soil amendments (e.g. fly ash and lime); and
- Mortar and stucco mixing, application, and waste management areas.

4.1.3 Non-Visible Pollutants

Monitoring for pollutants not visually detectable is only required if those pollutants are determined to be potentially present in stormwater leaving the construction site; and is typically the result of a BMP failure or spill on the construction site. This determination is documented in the pollutant source assessment in the SWPPP.

Projects should attempt to eliminate the exposure of construction materials to prevent stormwater pollution and limit sampling and analysis requirements. It is important to note that covered construction materials or those that are in their final constructed form, do not need to be monitored. Materials that are stored exposed to precipitation and may generate runoff need to be considered for non-visible pollutant monitoring.

Non-visible pollutants may also exist on the project site as a result of the land use prior to the start of the construction activity. To determine the potential of pollutants to exist on the construction site as a result

of past land use activities, dischargers should review existing environmental and real estate documentation. Good sources of information on previously existing contamination and past land uses include, but are not limited to, the following:

- Initial Studies or Environmental Impact Reports (EIRs) prepared under the requirements of the California Environmental Quality Act (CEQA);
- Environmental Assessments or Environmental Impact Statements (EIS) prepared under the requirements of the National Environmental Policy Act (NEPA); and
- Phase I Assessments prepared for property transfers.

Non-visible pollutants in site discharges may result from materials that:

- Are being used in construction activities;
- Are stored on the construction site;
- Were spilt during construction operations and not cleaned up;
- Were stored (or used) in a manner that presented the potential for a release of the material during past land use activities;
- Were spilt during previous land use activities and not cleaned up; or
- Were applied to soil as part of past land use activities.

4.2 Monitoring Constituents

Risk Level 2

- At a minimum, Risk Level 2 projects are required to collect water quality samples for pH (during construction phases with a high risk of high pH discharge) and turbidity (all phases). Additional monitoring may be required by the RWQCB.
- Risk Level 2 projects are required to collect water quality samples if there is a BMP breach, malfunction, leakage, or spill. Water quality samples should be taken for non-visible pollutants that may have been discharged from the site as identified in the site pollutant source assessment (see Section 3.2.1 of this guidance document).
- Particle size analysis may be needed if a Risk Level 2 project is using a sediment basin or if needed to justify a site specific risk level calculation using RUSLE. The particle size analysis provides the information needed to determine the K-factor.

4.3 Sampling Locations

4.3.1 Stormwater Runoff

Risk Level 2 projects are required to collect water quality samples of runoff that is discharged off-site. Samples must be representative of the runoff associated with construction activity from the entire project disturbed area. Samples locations representative of runoff in each drainage area should be considered to ensure adequate representation of the flow and characteristics of the site's discharges.



4.3.2 Non-Stormwater Runoff

Risk Level 2 projects are also required to collect water quality samples to characterize authorized and unauthorized non-stormwater discharged from the site.

4.3.3 Receiving Water

Not Required.

4.3.4 Non-Visible Pollutant Monitoring

In situations where a breach, malfunction, leakage, or spill has occurred, dischargers must collect a sample of runoff that has come into contact with the materials and must also collect a runoff sample that has not come into contact with the materials (uncontaminated sample) for comparison. The QSP shall consult with the QSD and a certified lab to determine proper test procedures for determining whether there are pollutants in the runoff.

4.4 Sample Collection and Handling

It is important to use the correct methods to collect and handle samples to ensure the samples are valid. While the handling requirements apply primarily to grab samples collected for laboratory analysis, field measurements can be affected by sample collection procedures.

SSC samples should be taken as a normal grab sample, where the bottle is submerged facing upstream and filled. SSC samples need to be collected in a separate bottle because the analysis requires the entire volume of the bottle. Many grab samples can be partitioned out of a larger container used to collect the samples for various analyses but that is not the case for SSC.

All samples must be maintained between 0-6 degrees Celsius during delivery to the laboratory. Samples must be kept on ice, or refrigerated, from sample collection through delivery to the laboratory. Shipped samples should be placed inside coolers with ice. Make sure the sample bottles are well packaged to prevent breakage and secure cooler lids with packaging tape.

Ship samples that will be laboratory analyzed to the analytical laboratory right away. Many analytical methods have short hold-times before which the analysis must be started. Hold times are measured from the time the sample is collected to the time the sample is analyzed. The General Permit requires that samples be received by the analytical laboratory within 48 hours of the physical sampling (unless otherwise required by the analytical laboratory).

Most sites will require the use of some sort of field meter to measure turbidity and pH. Some field meters can be placed directly in the flow of water and gather instantaneous data. Meters with probes that can be directly placed into the flow are ideal, however low flow conditions may not allow for this type of measurement. In this case, grab samples can be collected and placed within the field meter's recording container.

All monitoring instruments and equipment (including a discharger's own field instruments for measuring pH and turbidity) should be calibrated and maintained in accordance with manufacturers' specifications

to ensure accurate measurements. Many manufacturers provide step-by-step instructions for the use and calibration of their meters and these instructions should be followed.

If using field meters, pH and turbidity measurements should be conducted immediately (i.e. samples should not be stored for later measurement).

Collect proper information regarding time and sampling conditions, appropriately label the bottles, and fill out the required chain of custody forms and field logs.

4.5 Analytical Methods, Laboratories, and Field Meters

All laboratory analyses must be conducted according to analytical procedures specified in 40 Code of Federal Regulations (CFR) Part 136, unless other analytical procedures have been specified in the General Permit or by the RWQCB. With the exception of field analyses conducted by the discharger for turbidity and pH, all analyses must be sent to and conducted by a state-certified analytical laboratory. Currently, the SSC method is not state certified and a limited number of laboratories have the capability of doing this analysis.

Analytical laboratories should be contacted and a contract should be worked out before the wet season to minimize potential disruptions during the critical sampling period. A laboratory should be chosen foremost by their accreditation, ability to perform the required samples in the desired turn-around-time, and then by their proximity for ease of sample delivery. Although with overnight mail delivery, proximity is less important, it may still be an important factor to avoid bottle breakage during shipment.

State-certified analytical laboratories can be found by using the Environmental Laboratory Accreditation Program's (ELAP) website at: <u>http://www.cdph.ca.gov/certlic/labs/Pages/ELAP.aspx</u>.

The analytical method/protocol, minimum detection limits, and reporting units for the water quality constituents specifically identified in the General Permit are presented in Table S-2. **Table S-2**

Parameter	Test Method/Protocol	Minimum Detection Limit	Minimum Sample Volume	Container Type	
рН	Field meter or pH test kit	0.2 pH Units	NA	Plastic	
Turbidity	Field meter or EPA 180.1	1 NTU	500 mL	Plastic	
SSC	ASTM Method D 3977-97	5 mg/L	200 mL	Contact Lab	

Non-visible pollutants may include a wide range of analytical methods. A list of potential non-visible pollutants based on common construction activities is shown in Table S-3. This list is not meant to be inclusive but to provide general guidance for projects. Consult with the analytical laboratory or 40 CFR Part 136 to identify specific analytical methods, sample volume, and containers needed for the expected non-visible pollutants.

Dischargers can perform pH analysis on site with a calibrated pH meter, or pH test kit. Dischargers can perform turbidity analysis using a calibrated turbidity meter (turbidimeter), either on site or at an accredited analytical laboratory.

Many manufacturers offer single parameter meters or multiple parameter meters with various optional probes. Dischargers will need to determine the best type of meter for their individual situation. Any meter selected for field monitoring should have the ability to be calibrated, be accompanied by detailed operation instructions, and should be ruggedly designed for field use and long term storage (you are unlikely to need it during the dry season).

Activity	Potential Pollutant Source	Laboratory Analysis	
Water line flushing	Chlorinated water	Residual chlorine	
Portable toilets	Bacteria, disinfectants	Total/fecal coliform	
	Acid wash	рН	
Concrete & Masonry	Curing compounds	pH, alkalinity,	
Concrete & Masonry	Concrete rinse water	Volatile organic compounds (VOCs)	
		рН	
Painting	Resins	Semi-volatile organic compounds (SVOCs)	
	Thinners	Phenols, VOCs	
	Paint Strippers	VOCs	
	Solvents	Phenols VOCs	
	Adhesives	Phenols, SVOCs	
	Sealants	SVOCs	
		Methylene Blue Activated Substances	
Cleaning	Detergents	(MBAS), phosphates	
Cleaning	Bleaches	Residual chlorine	
	Solvents	VOCs	
Landscaping	Pesticides/Herbicides	Check with analytical laboratory	
	Fertilizers	NO ₃ /NH ₃ /P	
	Lime and gypsum	Acidity/alkalinity	
	Aluminum sulfate, sulfur	Total dissolved solids (TDS), alkalinity	
Treated wood	Copper, arsenic, selenium	Metals	
Soil amendments & dust			
control	Lime, gypsum	рН	
	Plant gums	Biochemical oxygen demand (BOD)	
	Magnesium chloride	Alkalinity, TDS	
	Calcium chloride	Alkalinity, TDS	
	Natural brines	Alkalinity, TDS	
	Lignosulfonates	Alkalinity, TDS	

Table S-3 -- Potential Non-Visible Pollutants based on Common Construction Activities

Hand held single parameters are usually the least costly and are designed with a user friendly interface. Multi-parameter meters are more costly, but provide increased versatility, have user friendly interfaces, and can provide instantaneous readings of multiple parameters. Probes for the multi-parameter meters can be attached to cables of varying lengths that make it possible to sample at a greater distance from the runoff flow.

Hach, Hydrolab, Global Water, Fisher Scientific, and LaMott are some known manufacturers and/or vendors of turbidity and pH meters. Whichever turbidity meter is selected, it is important to use the same meter; different meters may have different results even if properly calibrated. If you need to use several turbidity meters, then assign each meter to a specific location.

Dischargers utilizing a sediment basin are required to conduct a soil particle analysis. Dischargers may also want to conduct this analysis to establish site-specific particle size information, which can be used to justify the project risk level using RUSLE. (The particle size analysis provides the K factor.) The soil particle analysis is conducted using the American Society for Testing and Materials (ASTM) test method ASTM D-422 (Standard Test Method for Particle-Size Analysis of Soils), as revised, to determine the percentages of sand, very fine sand, silt, and clay on the site. The percentages of particles less than 0.02 mm in diameter must also be determined. This analysis is conducted before construction starts and is reported with the Permit Registration Documents (PRDs).

3.3 Watershed Monitoring Option

Not Applicable.

3.4 Monitoring Exemptions

Dischargers are not required to physically collect samples or conduct visual observations during dangerous weather conditions (flooding, electrical storms, etc.) or outside of scheduled construction site business hours. An explanation must be provided in the Annual Report if a project was unable to collect required samples or visual observations because of dangerous weather conditions.

Section 5 Quality Assurance and Quality Control

An effective QA/QC plan will be implemented as part of the CSMP to ensure that analytical data can be used with confidence. QA/QC procedures to be initiated include the following:

- Field logs;
- Clean sampling techniques;
- Sample Chains of Custody (COCs); and
- Data verification.

Each of these procedures is discussed in more detail in the following sections.

5.1 Field Logs

The purpose of field logs is to record sampling information and field observations during monitoring that may explain any uncharacteristic analytical results. At a minimum, sampling information to be included in the field log includes:

• The date and time of water quality sample collection;

- Sampling personnel;
- Sample container identification numbers;
- And types of samples that were collected;
- Field observations for any abnormalities at the sampling location (color, odor, BMPs, etc.); and
- Field measurements for pH and turbidity.

Examples of field logs to record visual inspections and sample collection and field measurements are provided in Appendix I.

5.2 Clean Sampling Techniques

Clean sampling techniques involve the use of certified clean containers for sample collection and clean powder-free nitrile gloves during sample collection and handling. As discussed previously, adoption of a clean sampling approach will minimize the chance of field contamination and questionable data results.

5.3 Sample Chain-of-Custody

The sample COC is an important documentation step that tracks samples from collection through analysis to ensure the validity of the sample. Sample COC procedures include the following:

- Proper labeling of samples;
- Use of COC forms for all samples; and
- Prompt sample delivery to the analytical laboratory.

Analytical laboratories usually provide COC forms to be filled out for sample containers.

5.4 Data Verification

After analytical results are received from the analytical laboratory, the data should be verified to ensure that it is complete, accurate, and the appropriate QA/QC requirements were met. Data should be verified as soon as the data reports are received.

The COC and laboratory reports need to be checked to make sure all requested analyses were performed and all samples are accounted for in the reports.

Check laboratory reports to make sure hold times were met and that the reporting levels meet or are lower than the reporting levels agreed to in the contract.

Check data for outlier values and follow up with the laboratory. Occasionally typographical errors, unit reporting errors, or incomplete results are reported and should be easily detected. These errors need to be identified, clarified, and corrected quickly by the laboratory. Attention should be paid to data that is an order of magnitude or more different than similar locations, or is inconsistent with previous data from the same location.

For laboratory analyses, EPA establishes QA/QC checks and acceptable criteria. This data is typically reported along with the sample results. Data reviewers should evaluate the reported QA/QC data to check for contamination (look at method, field, and equipment blanks), precision (laboratory matrix

spike duplicates), and accuracy (matrix spikes and laboratory control samples). When QA/QC checks are outside acceptable ranges, the laboratory must flag the data, and usually provides an explanation of the potential impact to the sample results.

Check the data set for outlier values and, accordingly, confirm results and re-analyze samples where appropriate. Sample re-analysis should only be undertaken when it appears that some part of the QA/QC resulted in a value out of the expected range. Initial data, even if outside the expected range may not be discounted unless the analytical laboratory identifies the required QA/QC criteria were not met. If this occurs, the project should obtain a written statement from the analytical laboratory regarding the validity of the sample result.

Similarly, field data needs to be checked as soon as possible to identify potential errors. Reported data and observations should be verified to ensure that it is complete and accurate as soon as the field logs are received.

Field logs should be checked to make sure all required measurements were completed and appropriately documented. Crews may occasionally miss-record a value. Reported values that appear out of the typical range or inconsistent, should be followed up on immediately to identify potential reporting or equipment problems.

Equipment calibration notations should be verified for outlier data, and if appropriate, equipment calibrations should be checked after sampling. Observations noted on the field logs can also help to identify potential interferences. Notations should be made of any errors and actions taken to correct the equipment or recording errors.

Section 6 Reporting and Records Retention

6.1 Reporting and Records Retention

The General Permit identifies several areas of non-compliance reporting. It is the responsibility of the permittee to properly document reportable discharges or other violations of the General Permit. Exceedances and violations should be reporting using the SMARTS system and include the following:

- Numeric Action Level (NAL) exceedances (NAL Exceedance Report upon request of the RWQCB);
- Self-reporting of any other discharge violations or to comply with RWQCB enforcement actions; and
- Discharges which contain a hazardous substance in excess of reportable quantities established in 40 CFR §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.

In the event of the exceedance of a NAL, document the subsequent site evaluation in the SWPPP Appendix D. All reportable exceedances shall be included in the SWPPP. Include the results of an NAL exceedance site evaluation along with other non-compliance events in SWPPP Appendix D. A copy of all Reports and Records shall be provided to the LRP.

6.2 Numeric Action Level Exceedance Report

In the event that the storm event average of the samples exceeds an applicable NAL, Risk Level 2 dischargers must electronically submit all storm event sampling results to the SWRCB's SMARTS no later than 10 days after the conclusion of the storm event. In addition, the RWQCBs may request the submittal of an NAL Exceedance Report. The discharger must certify each NAL Exceedance Report in accordance with the General Permit's Special Provisions for Construction Activity.

An NAL Exceedance Report must contain the following information:

- Analytical method(s), method reporting unit(s), and MDL(s) of each analytical parameter;
- Date, place, time of sampling, visual observation (inspections), and/or measurements, including precipitation; and
- Description of the current BMPs associated with the sample that exceeded the NAL and the proposed corrective actions taken.

6.3 Numeric Effluent Limitation Violation Report

Not applicable to Risk Level 2 sites.

6.4 Non-Compliance reporting

The QSP is required to properly document reportable discharges or other violations of the General Permit. See Section 2.3 for potential impacts to SWPPP requirements. As discussed in the CSMP in Appendix S, the QSP shall submit all sampling reports and all field or laboratory analytical data electronically using the SMARTS system, as part of the Annual Report, including but not limited to the following:

- Any discharge violations or to comply with RWQCB enforcement actions; and
- Discharges which contain a hazardous substance in excess of reportable quantities established in 40 CFR §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.

Documentation of all reportable exceedances shall be included in this SWPPP under Appendix D.

6.5 Annual Report

All dischargers are required to prepare and electronically submit an Annual Report no later than September 1 each year. The Annual Reports must be certified in accordance with the Special Provisions in the General Permit. The Annual Report must include the following stormwater monitoring information:

• A summary and evaluation of all sampling and analysis results, including original laboratory reports;

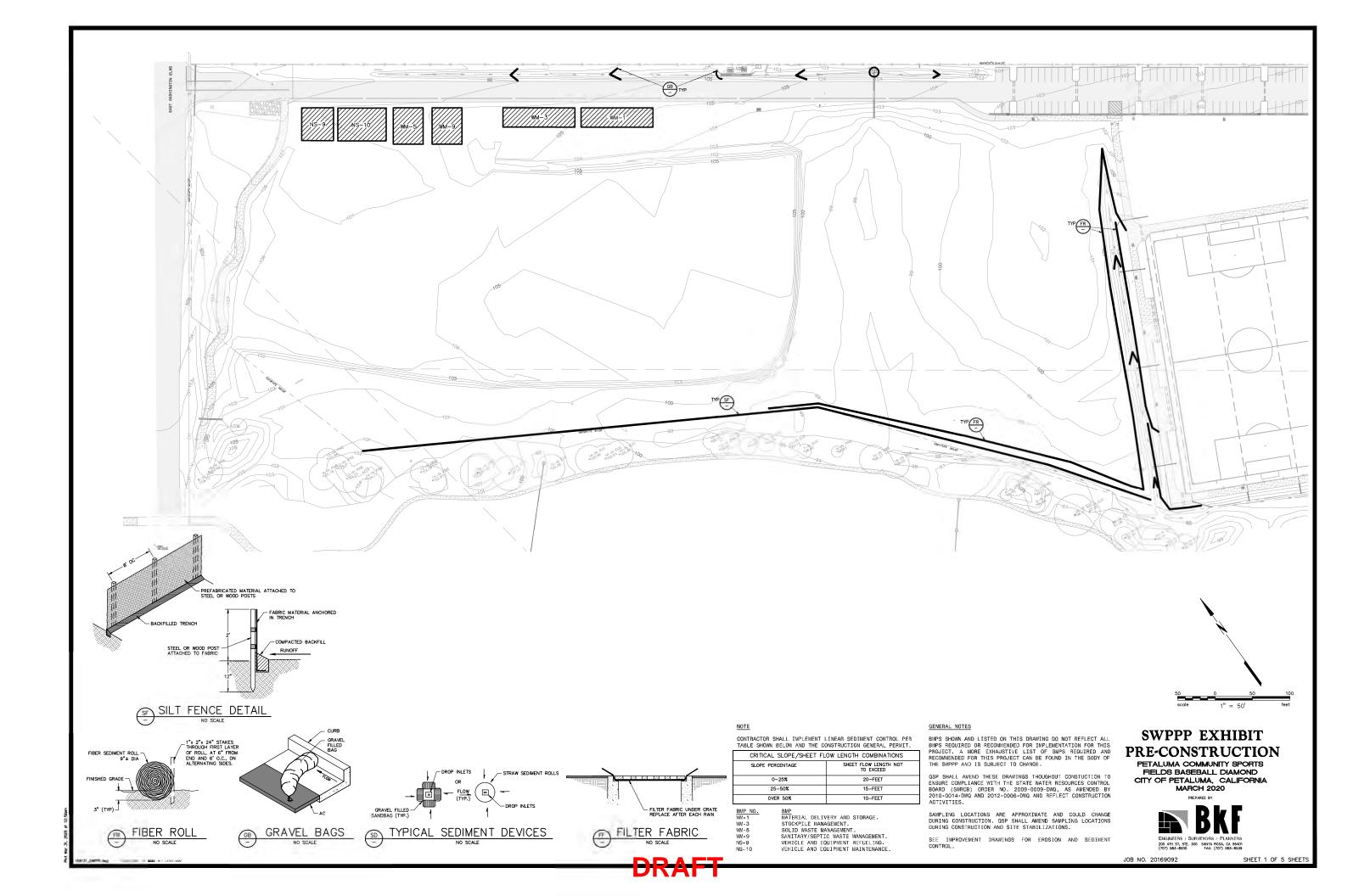
- The analytical method(s), method reporting unit(s), and MDL(s) of each analytical parameter (analytical results that are less than the MDL must be reported as "less than the MDL" or "<MDL");
- A summary of all corrective actions taken during the compliance year;
- Identification of any compliance activities or corrective actions that were not implemented;
- A summary of all violations of the General Permit;
- The individual(s) who performed facility inspections, sampling, visual observation (inspections), and/or measurements;
- The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation (rain gauge); and
- The visual observations and sample collection exception records and reports.

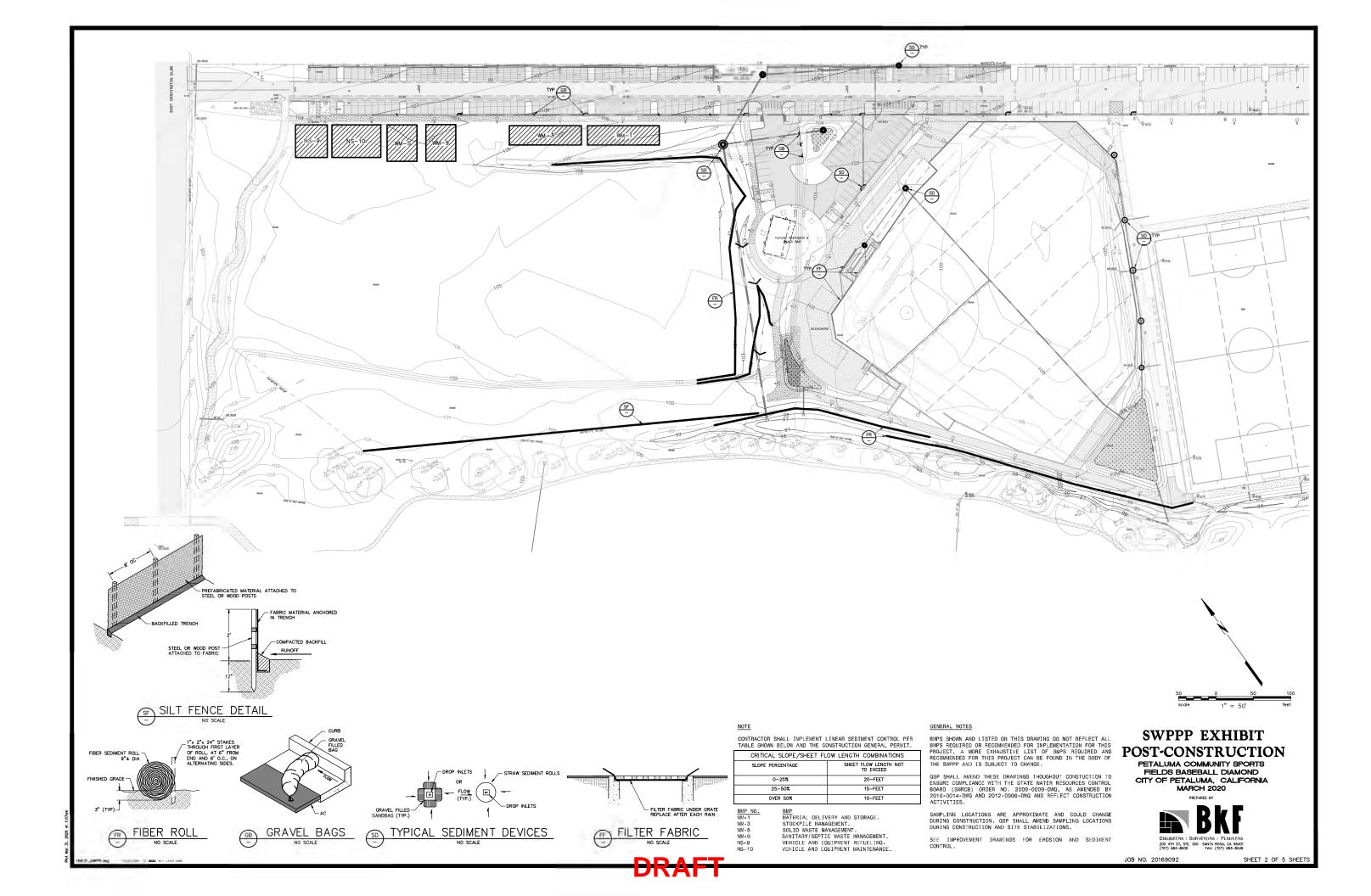
6.6 Records Retention

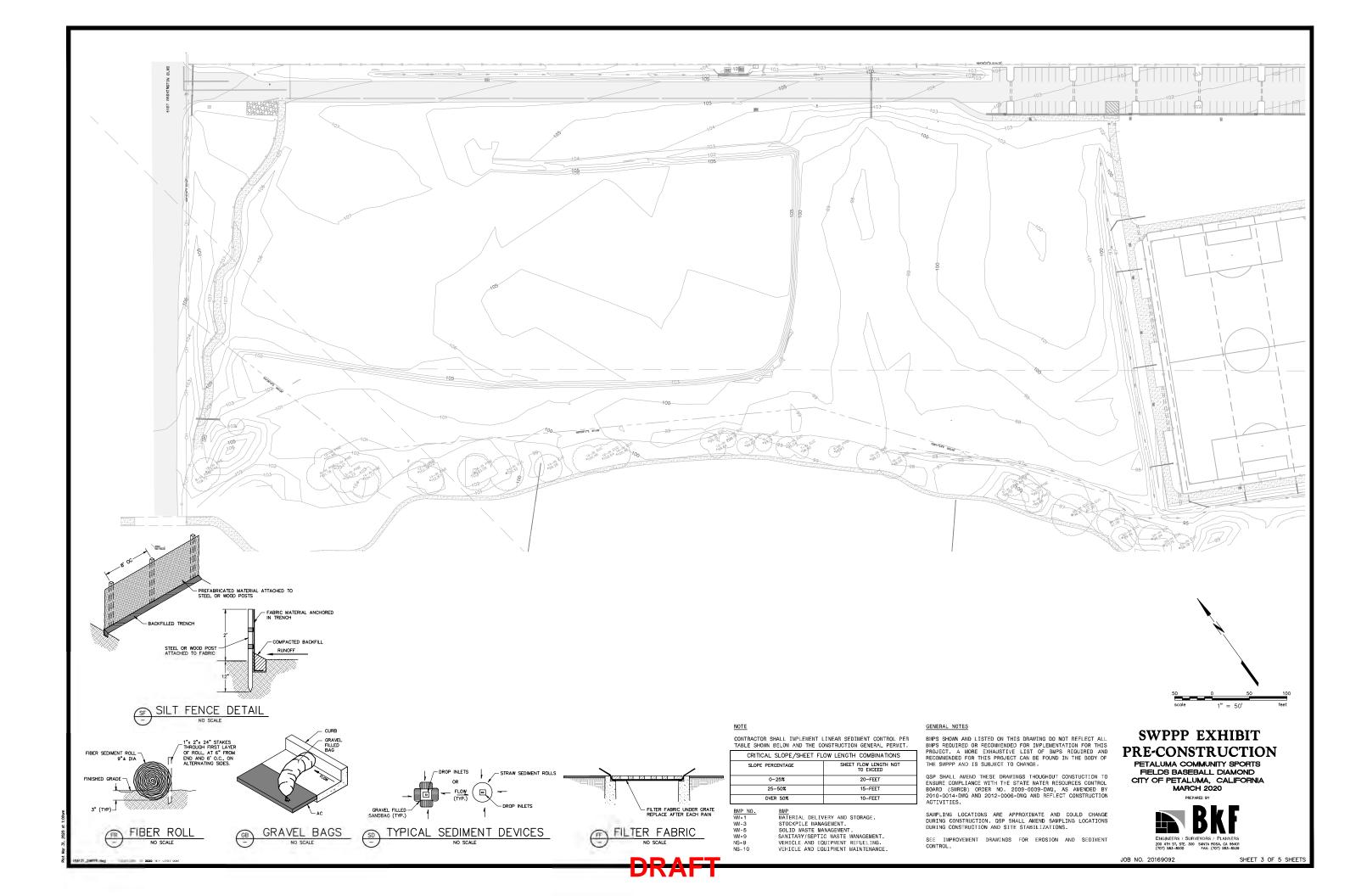
Dischargers must retain records of all stormwater monitoring information and copies of all reports (including Annual Reports) for a period of at least three years from date of submittal or longer if required by the RWQCB. These records include:

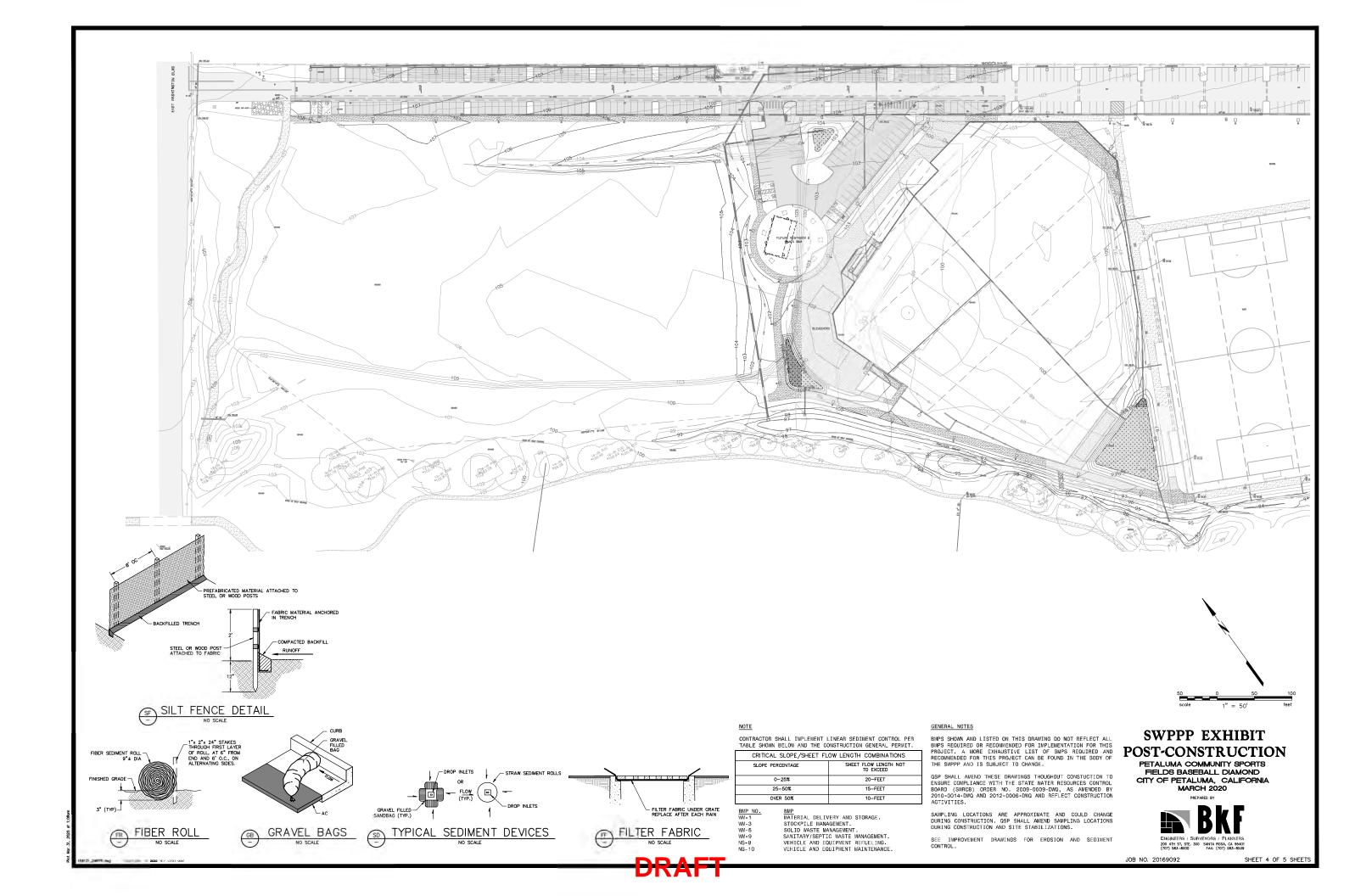
- The date, place, and time of facility inspections, sampling, visual observations (inspections), and/or measurements, including precipitation;
- The individual(s) who performed the facility inspections, sampling, visual observation (inspections), and/or measurements;
- The date and approximate time of analyses;
- The individual(s) who performed the analyses;
- A summary of all analytical results from the last three years, the method detection limits and reporting limits, and the analytical techniques or methods used;
- Rain gauge readings from site inspections;
- QA/QC records and results;
- Non-stormwater discharge inspections and visual observations (inspections) and stormwater discharge visual observation records;
- Visual observation and sample collection exemption records;
- NAL Exceedance Reports; and
- The records of any corrective actions and follow-up activities that resulted from analytical results, visual observations (inspections), or inspections.

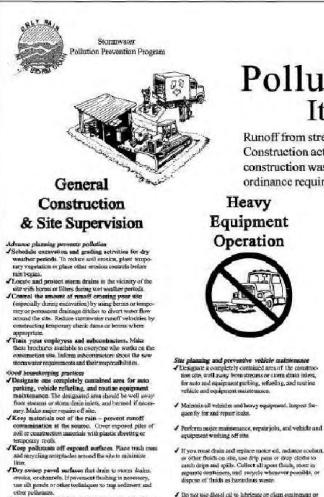
Results of field measurements and laboratory analyses must be kept in the SWPPP. It is also recommended that training logs, COCs, and other documentation related to sampling and analysis be kept with the project's SWPPP.











- Cient up leaks, drips and other spills immediately so Outy do not contaminate soil or groundwater or here residue on paved surfaces. Use dry cleanap methods whenever possible. If you must use water, use just
- enough to keep the dust down. Cover and maintain dumpsters. Check Frequently for leaks. Place champsters under mofs or cower with targe
- or plastic shorting reserved uround the cutoffs of the dimpositor. A plastic liner is recommended to prevent leakage of liquida. Never clean out a dumpeter by hosing it down on the construction site "Make sure portable tellets are maintained in good
- working order by the leasing company and that wastes are disposed of properly. Check toilets frequently for

Materials/waste hard-line

- Materials/wards kandling //practice source reduction minimize waste when you coder materials. Order only the amount you need to finish the job. //or enzythetic materials whenever possible. Arrange for pick-up of recycleble materials and as concrete, sophast, user model, adverter, depresser, closed vag-dation, spper, reds., and vehicle materianes moterials are destined and mathematic and theorem.
- such as used oil, antiferene, hatteries, and tiren. Dispose of all wanter and descolition debris properly. Many construction materials and waster can be recycled.
- including solvents, water-based paints, vehicle fluids, twolen asphali and concrete, word, and chared vegeta tion. Menorials and detoris that cannot be recycled must be taken to an appropriate handfill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or stream had

Stormwater Pollution Prevention Program

Pollution Prevention – It's Part of the Plan It is your responsibility to do the job right!

Runoff from streets and other paved areas is a major source of pollution in local creeks, San Francisco Bay and the Pacific Ocean. Construction activities can directly affect the health of our waters unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and creeks. Following these guidelines will ensure your compliance with local stormwater ordinance requirements. Remember, ongoing monitoring and maintenance of installed controls is crucial to proper implementation.

> Earth-Moving Activities



/ Develop and implement erosion/sode Serving that introduces the sense sense of the sense of t

promptly. J Parliam major maintenance, repairs, and weathing of equipment away from the construction site. When refusing or vehicle/equipment maintenance must be

does on site, designate a completely contained area away from some deams and creeks. Do not use direct of to hibricate or clean equipment or

parts. ✓ Recycle used oil, behavies, concrete, broken sphak, etc.

I Train employees in using these best management practices

J Never wash excess material from exposed- apprepate ac

lest and recycle, or dispose to dirt area.

prete or similar treatments into a stroot or storm drain. Col-

Cover stockpiles and other construction materials with plastic targe. Protect from minifall and prevent material tamporary reach or plastic stocks and burns.
J Critch drips from prove with drip page or absorbent material.

(cloth, rags, etc.) placed under machine when not in use

absorbent materials/rags), or dig up and remove contanti-

✓ Clean up all spills and leaks using "dry" methods (with

During Construction 4 Avoid pairing and seed coating in well weather, or when rain is forceast-foliae freed guarement will have time to care. 4 Cover and end each history and manholes when applying well coat, dury yeal, fog acut, etc. 4 Dise shock dams, disches, or berns to disert numf around around the shock dams, disches, or berns to disert numf around

- Property monitor and maintain all evolves and sediment
- ✓ Properly report failures of erosion and sediment controls

I Do not use dissel cil to lubricate or clean equipment or

I Recycle used vehicle batteries

- Glean up spills immediately when they happens if Never have down "dirty" provenent or impermentile surfaces when thirds have spilled. Use dry clearny sactioads (absorbers materials, cat litter, and/or mass) whenever possible. If you must use water, use just enough to kee the dust down.
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or hury filent. Use as fills water as possible for dust control,
- ${\cal J}$ Chan up spills on distances by digging up and properly
- Keport significant spills to the appropriate spill response agencies immediately. You are required by law to report all significant releases of bazanices materials, including oil. To report aspill, call the following agencies: 1) Dial 911 or your local emergency response number, 2) Call the Covernor's Office of Emergency Services Warning Center, (300) 852-7550 (24 Intern).



existing vegetation only when showhistly name

Seed or plant temporary vegetation for ensuine control on slopes or where construction is not immediately planned.

Protect downshope drainage courses, streams, and storm chains with hay balles, temporary drainage swales, all fences, bernas or storm drain inlet filters.

✓ Use check dams or disches to divert rusoff around excess tirms and graded areas.

- ✔ Cover stockpiles and escavated soil with secured targs

- is the local stormouter authority.

Sociales Provides is constantion and grading work for dry was then

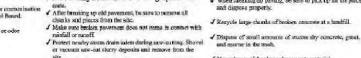
✓ Perform major equipment repairs away from the job sile. When astrodian to when which a community maintenance must

be done on site, work within a completely berned area way of Collect and recycle or appropriately dispose of second

absentive general or send. A wood over-application by water trucks for chest control. ✓ Do not use chead off to labricate or clean equipteent or parts,

Randa for noil and peaded graundwater that may be son Asphale/Concrete Removal / Avoid creating crease due twhen breaking aphale or con-If any of these conditions are observed, test for contamination

- act the Regional Water Quality Control Board Unusual soil conditions, discoloration, or odor
- Emissia son contantons, ducestor
 Abandoneci underground tarks
 Abandoneci wells
 Baried harrets, debris, ar trach.



cavations.

nated well.

- I Nover hope down streets to close up tracked dirt. Use dry
- ✓ Nover bury solid or harasilous waste material.

or hazardous waste dispesal.

Unoponed cans of point may be able to be returned to the paint wondor. Check with the wondor regarding its "bay-back," points.

Storm drain polluters may be liable for fines of up to \$25,000 per day!



Both at your yard and the construction site, always store both day and wet materials under cover, protected from

both dry and wet materials under cover, protected from rainfall and month. Protect dry materials from wind.

of Secure hags of cement after they are open. Be sure to keep

The set up and operate small mixers on tarps or heavy plastic

J When cleaning up after driveway or sidewalk construction

✓ Provent aggregate wash from driveway/patio-constr

J Recycle large chanks of broken concrete at a bradfill.

wash fines onto dist areas, not down the driveway or into

from entering, scont drains. Hose appreciate wash onto dirt

wind-blown censent powder away from gutters, storm

neral Business Practice

drains, rainfall, and rono ff

drop climbs

she street or storm drain.

areas and spade into diri.

and dispose moperly.

J Wash out concrete mixers only in dest

Intelling Paint Products / Keep all liquid paint products and wastes away from the eatter street, and storm drains. I loaid residues for the general sector, and sector dataset, require testings not paints, themes, solvests, glues, and cleaning thirds are haranticus wastes and must be dispond of at a haracticos waste collection facility (contact your local storm water program's.

Painting cleanup Never clean brashes or rinse paint containers into a street, gatter, storm drain, or stream.

For water-based paints, paint out brashes to the event possible. Risse to the sanitary sewer once you have galered permission from the local waterwater treatment authority. in your yard, where the water will flow into containment ponds or onto dirt. Let commete harden and dispose of as garbage. Where ver possible, recycle warkout by pumping back into entropy for reuse. Never dispose of washout into the streat, sterm drains, drainage disches, or streams. pérmiteucu nom na terra. Never pour paint down a drain. I For oill-based paints, paint out brushes to the extent pos-

Fin our other painting painting painting provides the three counting pro-sidile and cleans with thismer or solvents. Dispose of excesses lagarde and resultant as harardeaus waste. During Construction I Duri't mix up more fresh concrete or coment than you will

> Paint removal Paint chips and dost from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.

distances of the stripping residue and chips and chest from marine paints or paints containing lead or tributyl tin must be dispended of as hazaydous wastes. of When stripping or cleaning building exteriors with high-

Place hav bales or other crossion controls downslone to suprare reasoff carrying mostar or coment before it reaches the storm drain. trialment authority to find out if you can collect (mop or vacuum) halding cleaning water and dispose to the saming-levers. Sampling of the water may be required to assist the wasterwater treatment authority in making its decision. ✓ When breaking up paving, be says to pick up all the pieces

> Recycle/tonce leflover paints whenever pennible. Recycle or dispose of excess water-based paint at a hoesehold hazardees waste collection facility, or use up.
> When they one throughly dry, empty paint cars, used broshos, rags, and dros alotts may be disposed of as gar-bupe in a strategy landfall.

 Rease Ichover oil-based paint. Dispose of crosss liquid, including sludges, as incardens waste. I Small quantity generators should check with the San Mateo County Environmental Health Division regarding recycling.

JNAT

Painting & Application



- pressure water, block storn, drains. Wash water onto a dirt area and apade into soil. Or, shock with the local waterwater

Landscaping. Gardening, and Pool Maintenance



- ✓ Protect atocknikes and lendscaning materials from wind and min by storing them under tups or second plastic sheeting,
- Store pesticides, fertilizets, and other chamicals inducts (in a shed or storage eahing
- I Schedule goading and excervation projects for dry weather / Use appropriate check dama or dischen to divert ranoff many
- ✓ Protect storm drain inlets with hay bales, berns, filter mats or other inlet projection maisure
- Revegetation is an excellent form of stosian control for any site.
- Landscaping/Garden Maintenance Use up pesiciales and follow label directions, Rinse con-tainers, and use mergenetics as product. Dispose of masca containers in the trash.
- ✓ Dispose of unused pesticides is hazardons waste.
- ✓ Collect laws and gauden clippings, priming v aste, and tree trimmings. Chip if soccessary, and composit
- ✔ Do not place yand wester in guttern. In communities with curb side yard waste recycling, leave clippings and prunity waste for pickup in approved lags or containers. Or, take to a landfill shar composits yard waste.
- J Do not blow or rake leaves, etc. into the street
- Pool/Fountain/Spa_Maintenance √ Never discharge chilorinated pool or spe writer to a street or storm drain
- J When emptying a pool or upa; lei chilorine dissipate for 5 to 7 days. There recycle were by densing it gradually onto a landscuped area, or drain the dechlorinated water to a store
- Chickinsted water may be to discharged to the samiary sever (if allowed by the local sewage treatment authority) by numing a hose to a utility sink or source pipe classour junc-
- ✓ Do not use copper-based algaesides. Control signs with chlorine or other alternatives to copper-based pool chemi-cels. Copper is harmfall to enquire life and ounced be completely renoved by the sewage treatment plant.



JOB NO. 20169092

SHEET 5 OF 5 SHEETS

APPENDIX T

CONTRACTOR ACTIVITIES LOCATION MAP



APPENDIX U

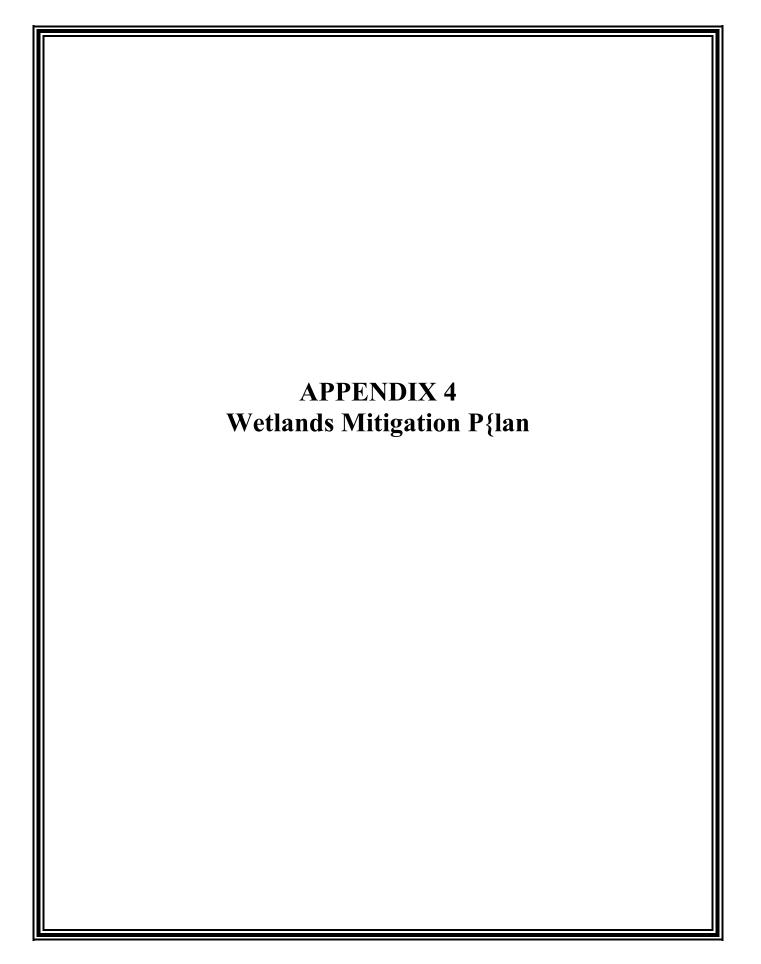
BIOASSESSMENT SUMMARY AND RESOURCES

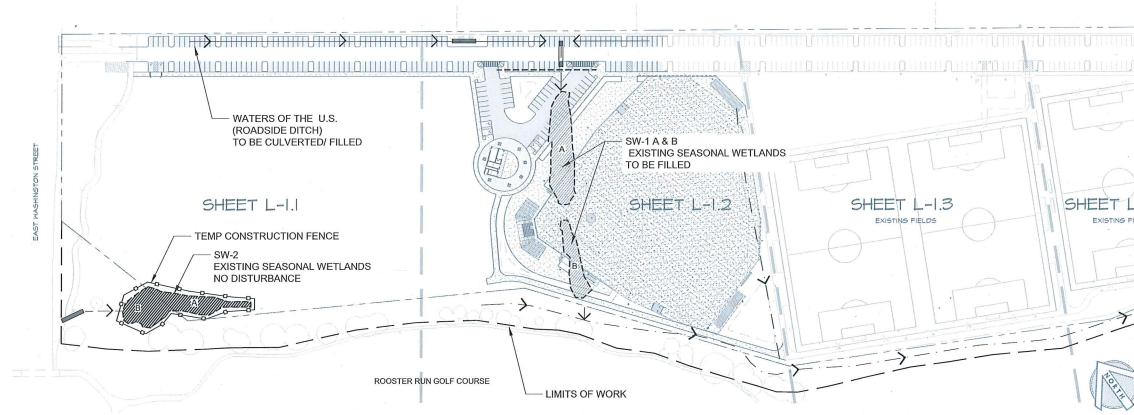


Bioassessment Summary and Resources

Not required for Risk Level 2 sites.







Jurisdictional Wetlands

Potential Waters of the U.S.

2' deep behind Soccer Field 1451 I.f.

777 SW-1 A: 0.17 acres B: 0.08 acres

7/// SW-2 A: 0.09 acres B: 0.09 acres

Soccer Field Ditch, Typ. 2.0' wide x 1.5' deep, 460 l.f. East Side Ditch (earthen), Typ. 2.5' wide x 1' deep, 170 I.f. Stormwater Detention Basin (earthen), Max 4' deep, 0.13 acres

Waters of the U.S.

12" Culvert

NOTE:

SEE WETLAND DELINEATION AND HABITAT MITIGATION AND MONITORING PLAN FOR WETLANDS PROTECTION MEASURES

SPORTS FIELDS COMPLEX City of Petaluma 2530 E. Washington Street Peteluma, CA



South Side Ditch (earthen), Typ.1.5' wide X 1' deep; grading to 2.5' wide x

Park Entry Road Ditch (earthen), Typ. 2.5' wide x 3' deep, 815 l.f.



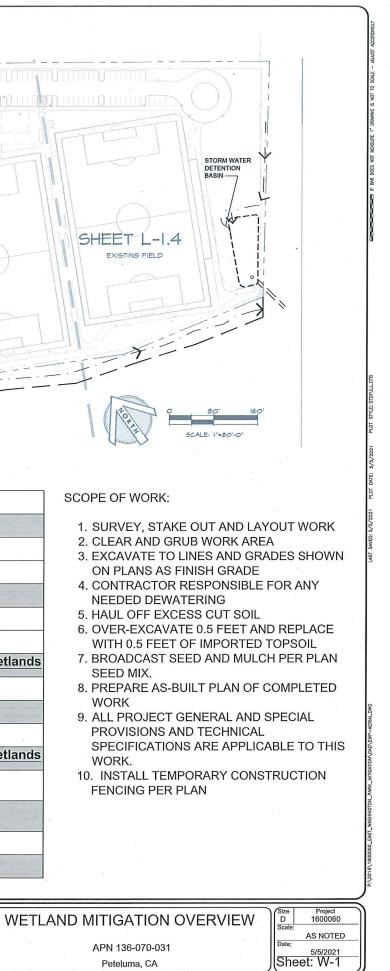
Permanently In	npacted Wetlands		
Jurisdictional Wetlands	Area		
Seasonal Wetlands (SW-1)	0.25 acres		
Potential Waters of the U.S.	Area		
Park Entry Road Ditch	0.05 acres		
Soccer Field Ditch	0.02 acres		
Total	0.32 acres		
	Temporarily Impacted Wetland		
Potential Waters of the U.S.	Area		
South Side Ditch	0.08 acres		
Total	0.08 acres		
	Constructed Mitigation Wetland		
Constructed Seasonal Wetlands	Area		
Seasonal Wetlands	0.6 acres		
Total	0.6 acres		

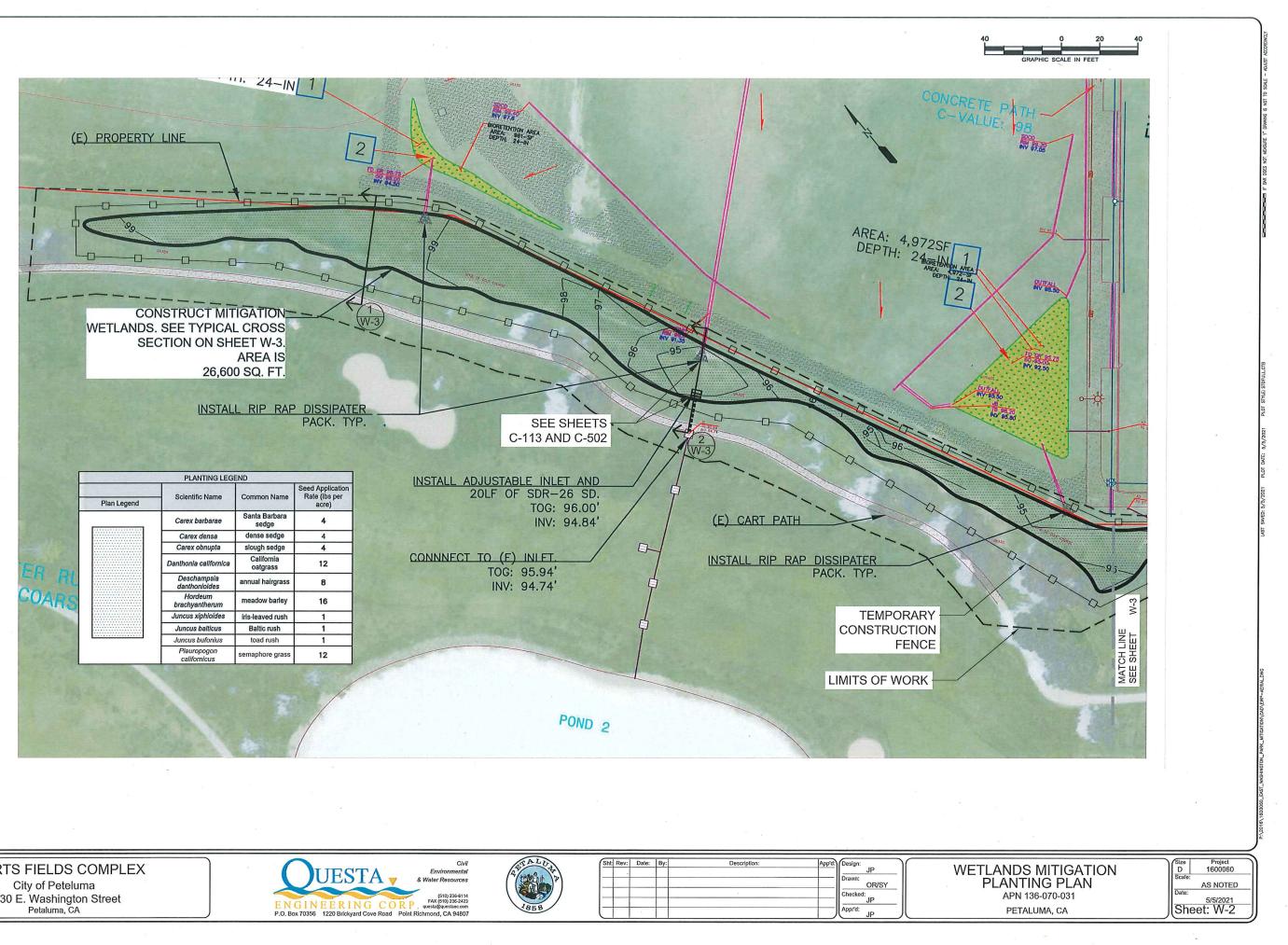
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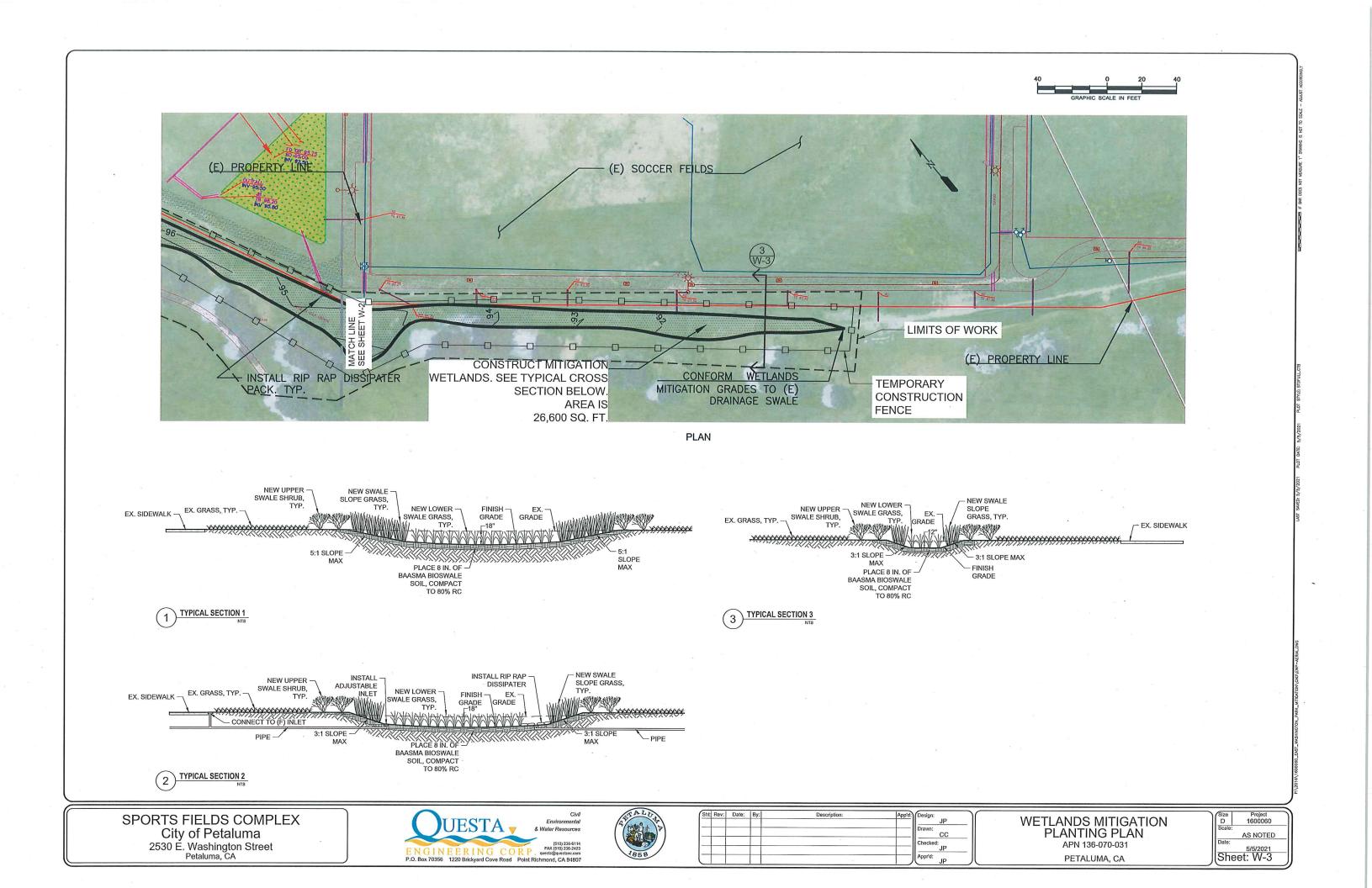
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SPORTS FIELDS COMPLEX 2530 E. Washington Street Petaluma, CA



SECTION V CONSTRUCTION AGREEMENT

CONSTRUCTION AGREEMENT

	FY	Fund	Cost Center	Object Code	Project #	Amount \$				
	For multi-year contracts or contracts with multiple accounts:									
	FY	Fund	Cost Center	Object Code	Project #	Amount \$				
	FY	Fund	Cost Center	Object Code	Project #	Amount \$				
	FY	Fund	Cost Center	Object Code	Project #	Amount \$				
5 /	AGREEM	ENT is date	ed as of the			the year 20, 1				
				(cit	ty use only)					

and between CITY OF PETALUMA (hereinafter called "CITY") and _____ (hereinafter called "CONTRACTOR").

THIS

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete the WORK as specified or indicated in the CITY'S Contract Documents entitled _____.

ARTICLE 2. COMPLETION OF WORK

The WORK shall be completed to the satisfaction of CITY within _____(___) working days from the commencement date stated in the Notice to Proceed. In no event, however, shall the WORK to be performed under this contract be considered to be complete until all construction items called for on the drawings, and specifications have been completed and the contract price paid in full.

ARTICLE 3. LIQUIDATED DAMAGES

A. CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of the CONTRACTOR's failure to fully perform the WORK or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions. It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the CONTRACTOR will forfeit and pay to the CITY liquidated damages in the sum of ______ Dollars (\$_____) per day for each and every calendar day that expires after the time for completion specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions except as

by

otherwise provided by extension of time pursuant to Article 12 of the General Conditions. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this contract was made, and that the CITY may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the CONTRACTOR.

B. Liquidated damages will continue to accrue at the stated rate until final completion of the WORK. Accrued liquidated damages may be deducted by the CITY from amounts due or that become due to the CONTRACTOR for performance of the WORK. Liquidated damages may not be waived or reduced by CITY unless expressly waived or reduced in writing by the ENGINEER.

ARTICLE 4. PREVAILING WAGES

- A. Pursuant to California Labor Code Section 1771, CONTRACTOR and any subcontractor shall pay all workers employed in execution of the WORK in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the WORK. Copies of the prevailing rates of per diem wages are on file at the City Clerk's office and shall be made available to any interested party on request.
- B. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- C. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. In addition, CONTRACTOR and any subcontractor shall submit certified payroll records to the Labor Commissioner online: <u>http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html</u>.
- D. CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section.
- E. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the WORK shall constitute a legal day's work under this Agreement. CONTRACTOR and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit Twenty-Five Dollars (\$25) for each worker employed in the

execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more that 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

ARTICLE 5. CONTRACT PRICE

- CITY shall pay CONTRACTOR for completion of the WORK the sum of _____ Dollars (\$_____), based on the bid price of same and in accordance with the Contract Documents.
- B. Notwithstanding any provisions herein, CONTRACTOR shall not be paid any compensation until such time as CONTRACTOR has on file with the City Finance Department a current W-9 form available from the IRS website (<u>www.irs.gov</u>) and has obtained a currently valid Petaluma business license pursuant to the Petaluma Municipal Code.
- C. In no case shall the total contract compensation exceed _____ Dollars (\$_____) without the prior written authorization by the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without the prior written authorization of the City Manager.

ARTICLE 6. BONDS

- A. Before entering upon the performance of the WORK, the CONTRACTOR shall furnish Performance and Labor and Materials Bonds, each in the amount of one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.
- B. The CONTRACTOR shall guarantee the WORK to be free of defects in material and workmanship for a period of one (1) year following the CITY's acceptance of the WORK. The CONTRACTOR shall agree to make, at the CONTRACTOR's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The CONTRACTOR's guarantee against defects required by this provision shall be secured by a Maintenance Bond, in the amount of ten percent (10%) of the contract price, which shall be delivered by the CONTRACTOR to the CITY prior to acceptance of the WORK. The Maintenance Bond shall remain in force for one (1) year from the date of acceptance of the contracted WORK. The CONTRACTOR shall make all repairs and replacements within the time required during the guarantee period upon receipt of written order from the ENGINEER. If the CONTRACTOR fails to make the repairs and replacements within the required time, the CITY may do the work and the CONTRACTOR and the

CONTRACTOR's surety for the Maintenance Bond shall be liable to the CITY for the cost. The expiration of the Maintenance Bond during the one-year guarantee period does not operate to waive or void the one-year guarantee, as set forth herein.

- C. The form of the Performance, Labor and Materials, and Maintenance Bonds are provided by the CITY as part of the Contract Documents. Only such bond forms provided by the CITY are acceptable and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- D. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the CITY.
- E. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

ARTICLE 7. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

ARTICLE 8. RETENTION

- A. Pursuant to Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any money withheld by the CITY to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY or with a state or federally chartered bank in California as to the escrow agent, who shall return such securities to the CONTRACTOR upon satisfactory completion of the Contract.
- B. Alternatively, the CONTRACTOR may request and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director of his/her designee and the escrow agent. Upon satisfactory completion of the Contract, the

CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of this section. The CONTRACTOR shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure the performance of the CONTRACTOR.

C. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the CITY.

ARTICLE 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the CITY and the CONTRACTOR concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Labor and Materials Bond
- Performance Bond
- Maintenance Bond
- General Conditions
- Supplementary General Conditions (if any)
- Specifications
- Special Provisions
- Drawings
- Federal Wage Rates dated _____ (if applicable)
- Form FHWA-1273 (if applicable)
- Addenda (if any)
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 9. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.

ARTICLE 10. INSURANCE

The applicable insurance requirements, as approved by the City's Risk Manager, are set forth in **Exhibit B**, attached hereto and incorporated by reference herein. *[City use: check one.]*

ARTICLE 11. INDEMNIFICATION

- A. CONTRACTOR shall indemnify, defend with counsel acceptable to CITY, and hold harmless to the full extent permitted by law, CITY and its officers, officials, employees, agents and volunteers from and against any and all alleged liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR's performance of the WORK or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the CITY. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:
 - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its subcontractors, employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;
 - 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, or Supplier's own employees, or agents engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;
 - 3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the CONTRACTOR, its subcontractors, employees, or agents;
 - 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement;
 - 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the CITY or any other parties by the CONTRACTOR, its subcontractors, employees, or agents;
 - 6. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its subcontractors, employees, or agents;
 - 7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CONTRACTOR;
 - 8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CONTRACTOR, Subcontractors, Suppliers, or any of their employees or agents, and;
 - 9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the CITY, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CONTRACTOR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous thereto or its performance of the WORK thereon.

- B. The CONTRACTOR shall reimburse the CITY for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said CITY in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Article 11 shall be in addition to, and shall not be limited in any way by any limitation on the amount or type of insurance carried by CONTRACTOR or by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. The CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- D. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

ARTICLE 12. DISCLAIMER AND INDEMNITY CONCERNING LABOR CODE SECTION 6400

By executing this agreement the CONTRACTOR understands and agrees that with respect to the WORK, and notwithstanding any provision in this contract to the contrary, the CONTRACTOR, and/or its privities, including, without limitation, subcontractors, suppliers and other engaged by the CONTRACTOR in the performance of the WORK shall be "employers" for purposes of California Labor Code Section 6400 and related provisions of law, and that neither CITY nor its officials, officers, employees, agents, volunteers or consultants shall be "employers" pursuant to California Labor Code Section 6400 with respect to the performance of the WORK by the CONTRACTOR and/or its privities.

The CONTRACTOR shall take all responsibility for the WORK, shall bear all losses and damages directly or indirectly resulting to the CONTRACTOR, any subcontractors, the CITY, its officials, officers, employees, agents, volunteers and consultants, on account of the performance or character of the WORK, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the CONTRACTOR or of any subcontractor, including, without limitation, all losses, damages or penalties directly or indirectly resulting from exposure to hazards in performance of the WORK in violation of the California Labor Code. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, its officials, officers, employees, agents, volunteers and consultants from and against any or all losses, liability, expense, claim costs (including costs of defense), suits, damages and penalties (including, without limitation, penalties pursuant to the California Labor Code) directly or indirectly resulting from exposure to hazards in performance of the WORK in violation of the California Labor Code, except such liability or costs caused by the active negligence, sole negligence or willful misconduct of the CITY.

ARTICLE 13. INDEPENDENT CONTRACTOR

It is understood and agreed that in the performance of this Agreement, CONTRACTOR (including its employees and agents) is acting in the capacity of an independent contractor, and not as an agent or employee of the CITY. CONTRACTOR has full control over the means and methods of performing said services and is solely responsible for its acts and omissions, including the acts and omissions of its employees and agents.

ARTICLE 14. SUBCONTRACTORS

CONTRACTOR must obtain the CITY's prior written consent for subcontracting any WORK pursuant to this Agreement. Any such subcontractor shall comply, to the extent applicable, with the terms and conditions of this Agreement. Any agreement between CONTRACTOR and a subcontractor pursuant to this Agreement shall provide that the subcontractor procure and maintain insurance coverage as required herein and which shall name CITY as an additional insured.

ARTICLE 15. COMPLIANCE WITH LAWS/NON-DISCRIMINATION

CONTRACTOR shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. CONTRACTOR shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

ARTICLE 16. NOTICES

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein. Notice shall be given as follows:

CITY:

City Clerk City of Petaluma Post Office Box 61 Petaluma, California 94953 Telephone: (707) 778-4360

CONTRACTOR:

(Contact Name)

(Business Name)

(Address)

(City, State, Zip)

(Telephone)

(E-mail)

ARTICLE 17. GOVERNING LAW/VENUE

This Agreement shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

ARTICLE 18. NON-WAIVER

The CITY's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

ARTICLE 19. THIRD PARTY BENEFICIARIES

The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

ARTICLE 20. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 21. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY CONTRACTOR ______ By _____ (CORPORATE SEAL) ATTEST: Attest: ______ Address for giving notices: City Clerk APPROVED AS TO FORM: _______ City Attorney Agent for service of process: ______ License Number ______ Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

file name:

END OF AGREEMENT

AGREEMENT CERTIFICATE (if Corporation)

STATE OF CALIFORNIA)

COUNTY OF

) ss:)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

corporation existing under the laws of the State of ______, held on ______, 20_____, the following resolution was duly passed and adopted:

а

"RESOLVED, that ______, as ______ President of the Corporation, be and is hereby authorized to execute the Agreement dated ______, 20____, by and between this Corporation and ______ and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20___.

Secretary

(SEAL)

AGREEMENT CERTIFICATE (if Partnership)

STATE OF CALIFORNIA)

COUNTY OF

) ss:)

I HEREBY CERTIFY that a meeting of the Partners of the

a partnership existing under the laws of the State of ______, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that	, as the
General Partner of the Partnership, be	e and is hereby authorized to execute the
Agreement dated, 20	, by and between this Partnership and
	and that his/her execution thereof,
attested by the	_ shall be the official act and deed of this
Partnership."	

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this day of _____, 20____.

Partner

(SEAL)

AGREEMENT CERTIFICATE (if Joint Venture)

STATE OF CALIFORNIA)	
COUNTY OF) ss:	
I HEREBY CERTIFY that a meeting of the Principals of the	
	a
joint venture existing under the laws of the State of	, held
on, 20, the following resolution was duly passed and adopted:	
"RESOLVED, that	_,

as_____, of the joint venture, be and is hereby authorized to execute the Agreement dated _____, 20___, by and between this Joint Venture and ______ and that his/her execution thereof, attested by the ______ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of ____, 20____.

Managing Partner

(SEAL)

EXHIBIT B INSURANCE REQUIREMENTS

FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

 \Box Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage:

- a. Personal injury;
- b. Contractual liability.
- □ Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- □ Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- □ Professional Liability/Errors and Omissions
- □ Crime/Employee Blanket Fidelity Bond
- □ Property Insurance against all risks of loss to any tenant improvements or betterments.
- □ Pollution Liability Insurance
- □ Garage Liability
- □ Garagekeepers Insurance
- □ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- □ Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

Policy Endorsements or Excerpts from the Policy Pursuant to Section D
 Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- □ Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- □ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: Bodily Injury by Accident \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit. Bodily Injury by Disease - \$1,000,000 each employee.

- □ Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
- □ Crime/Employee Blanket Fidelity Bond \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
- □ All Risk Property Insurance: Full replacement cost.
- □ Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
- □ Garage Liability: \$1,000,000 per occurrence.
- □ Garagekeepers Insurance: \$1,000,000 per occurrence.
- □ Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - 1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 - 2. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 - 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- □ Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

- 1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
- 2. Primary and Non-Contributory: For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
- 7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.

FAITHFUL PERFORMANCE BOND

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, WE, the Principal and ______, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Petaluma, hereinafter called "City," in the penal sum of ______ Dollars (\$_____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these present. The conditions of this obligation are such that if the above-bound Principal, the Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Petaluma, its officers, agents, employees, and volunteers, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of this obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. And the said Surety, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the Obligee reserves the right to refuse tender of the Principal by the Surety to complete the Contract work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on ______, 20____.

PRINCIPAL

SURETY

By	By		
Name and Title	Name and Titl	e	
	Address		
	City	State	Zip
	Phone Number	r	

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also <u>verify</u> that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and <u>attach</u> proof of verification (website printout from the California Department of Insurance website (<u>http://www.insurance.ca.gov/docs/index.html</u>) <u>or</u> certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF FAITHFUL PERFORMANCE BOND

LABOR AND MATERIALS BOND

WHEREAS, the City of Petaluma, State of California, and ______ (hereinafter designated as "Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which said agreements, dated _____, 20____, and identified as project ______, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Petaluma, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, duly authorized to transact business under the laws of the State of California, as corporate surety, are held firmly bound unto the City of Petaluma, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California, in the sum of _______ Dollars (\$______) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any

manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on ______, 20____.

PRINCIPAL

SURETY

By	By		
Name and Title	Name and Title	Name and Title	
	Address		
	City	State	Zip
	Phone		

#	#	#
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NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also <u>verify</u> that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and <u>attach</u> proof of verification (website printout from the California Department of Insurance website (<u>http://www.insurance.ca.gov/docs/index.html</u>) or certificate from County Clerk)..

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF LABOR AND MATERIALS BOND

MAINTENANCE BOND

WHEREAS, the City Council of the City of Petaluma ("City") and _____, (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project ______, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a maintenance bond for the correction of any defects due to defective materials or workmanship in the work performed under said agreement.

NOW, THEREFORE, we the Principal and ______ as Surety, are held and firmly bound unto the City of Petaluma in the penal sum of ______ Dollars (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance of the contracted work, the Principal upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____.

PRINCIPAL	SURETY		
By	By		
Name and Title	Name and Title		
	Address		
	City	State	Zip
	Phone Number		

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also <u>verify</u> that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and <u>attach</u> proof of verification (website printout from the California Department of Insurance website (<u>http://www.insurance.ca.gov/docs/index.html</u>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF MAINTENANCE BOND

NOTARIAL ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA)) SS. COUNTY OF SONOMA)

On ______ before me, a Notary Public, personally appeared ______, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

SECTION VI

PLANS