

257

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Riverside County Waste Management Department

SUBMITTAL DATE:
July 28, 2014

SUBJECT: Approval of Contract Documents for the Waste Management Department 2014 Site Maintenance and Improvements Construction, District 5/5, 5/2, 2/2, 3/3 [\$0 – Waste Management Department Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Contract Documents for the Waste Management Department 2014 Winterization Construction; and
2. Authorize the General Manager-Chief Engineer of the Riverside County Waste Management Department to advertise for bids.

BACKGROUND:

Summary

The project covered by this contract is certain construction work affecting the Badlands, Lamb Canyon, Highgrove, Double Butte and Corona Landfills. (continued)



Hans Kernkamp
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Waste Management Department Enterprise Funds				Budget Adjustment: No	
				For Fiscal Year: 14/15	

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: 
MARSHALA L. VICTOR
DATE: 7/29/14

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 5/5, 5/2,
2/2, 3/3

Agenda Number:

COUNTY

12-2

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11 Approval of Contract Documents for the Waste Management Department 2014 Site
Maintenance and Improvements Construction, District 5/5, 5/2, 2/2, 3/3 [\$0 – Waste Management
Department Enterprise Funds]**

DATE: July 28, 2014

PAGE: 2 of 2

BACKGROUND: (cont.)

The contract represents an integral part of the Riverside County Waste Management Department's (Department) efforts to reduce the introduction of pollutants which affect the quality of storm water discharges associated with landfill operations and post closure maintenance at several of the Department landfill sites. As part of the National Pollutant Discharge and Elimination System (NPDES) statewide general permit to regulate industrial storm water discharges, the Department is responsible for the installation and maintenance of Best Management Practices (BMPs), including drainage structures that collect and channel runoff from the landfill.

Based on the performance of existing BMPs, the Department believes more permanent structures would proactively address impending regulatory changes related to drainage and erosion control. The installation of soil cement roadways, asphalt and shotcrete drainage structures, and erosion control measures such as greenwaste on landfill slopes, slope netting, hydroseeding and fiber rolls are part of this plan. This work should reduce the risk of regulatory and/or third party litigation related to erosion and reduce labor/equipment costs associated with repairs and regular site maintenance.

The contract documents have been prepared in response to the recently adopted California State Water Resource Control Board National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Dischargers Associated with Industrial Activities. The new 2014 Industrial General Permit (IGP) differs substantially from current requirements and contains significant revisions from the former permit. The 2014 IGP requires the implementation of numerous "minimum BMPs," including good housekeeping requirements, preventative maintenance, material handling and waste management, erosion and sediment controls, and employee training programs. Additional "advanced BMPs," including exposure minimization, storm water containment, discharge reduction, and treatment control BMPs, must also be implemented as necessary to reduce or prevent pollutant discharge. The 2014 IGP includes both annual and instantaneous maximum Numeric Action Levels (NALs), exceedances of which will trigger increasing levels of required actions and treatment controls. If a NAL exceedance occurs as specified in the 2014 permit, the Discharger has to implement various and costly exceedance response corrective actions. The contract documents recommended for approval today seek to avoid those exceedances in a proactive manner.

Impact on Citizens and Businesses

None

Price Reasonableness

The Engineer's estimate for this project is \$1,225,000 and the action today, if approved, will authorize the Department to pursue competitive bids through the California Public Works Contract process.

CONTRACT DOCUMENTS

FOR

**CONSTRUCTION OF
2014 SITE MAINTENANCE AND
IMPROVEMENTS**

AT THE

**BADLANDS, LAMB CANYON, HIGHGROVE,
DOUBLE BUTTE, CORONA & BEAUMONT
LANDFILLS**

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis
NEAL R. KIPNIS

7/23/11
DATE

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PROJECT DRAWINGS (HALF SIZE AND FULL SIZE)

APPENDICES

Appendix A – BMP Installation Details from the CASQA Stormwater BMP Handbook

NOTICE TO CONTRACTORS

The Riverside County Waste Management Department, hereinafter called "County," invites sealed bids for

CONSTRUCTION OF THE RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT 2014 SITE MAINTENANCE AND IMPROVEMENTS

Contract Documents may be examined at the County's office located at 14310 Frederick Street, Moreno Valley, California, and may be obtained at the County office for \$30 per set, or \$45 if mailed by U.S. mail (mailing cost does not apply when using recipient's mailing account number). No refund will be made.

The Project Drawings are also available electronically in digital Microstation (.dgn) format. The digital files will be available by email or FTP. No refund will be made. This digital data was created using Microstation software, and will be made available only in the Microstation (.dgn) format. This digital data is to be used at the Contractor's own discretion. The County is not responsible for the manner in which the Contractor chooses to use the digital data. The County is not responsible for how this digital data might be converted by the Contractor to another format. The Contractor is solely responsible for its use of this digital data.

Each proposal must be accompanied by a certified or cashier's check or bid bond equal to ten percent (10%) of the amount bid, payable to the County of Riverside as a guarantee that the Contractor will, if awarded the contract, execute a satisfactory contract and furnish the required bonds and provide the required certificates of insurance.

Proposals must be placed in a sealed envelope clearly marked "Contractor's Proposal". Proposals must be in accordance with the instructions and filed with the County by 11:00 am on Tuesday, August 26, 2014 at 14310 Frederick Street, Moreno Valley, CA 92553 which time and place are fixed for the public opening of bids. A mandatory pre-bid site review will be conducted at the Lamb Canyon Landfill on Wednesday, August 13, 2014, at 10:00 am. The Lamb Canyon Landfill site is located at 16411 Lamb Canyon Rd., Beaumont, CA. 92223. All questions must be submitted in writing by 5:00 p.m. on Wednesday, August 18, 2014 to Rob Istik via email (ristik@co.riverside.ca.us) or fax at 951-247-1591.

General prevailing rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of contracts under the jurisdiction of the County have been obtained by the County from the Director of Industrial Relations of the State of California for the area where the work is to be done. These are on file at the County's office, and will be made available to any interested person upon request.

Contractors submitting proposals for this project shall have a Class A Contractors license from the State of California in order to be considered eligible for the contract award.

BIDDER QUALIFICATIONS:

A bidder must satisfy the following requirements to bid on this project:

1. The Contractor and/or subcontractor shall have successfully completed an earthwork construction project with at least 10,000 CY of engineered fill including soil material processing, placement, compaction, and grading per plan.
2. The Contractor and/or subcontractor shall have successfully completed an earthwork construction project with at least 10,000 CY of excavation to line and grade.
3. The Contractor and/or subcontractor shall have successfully completed a construction project with at least 50 CY of reinforced shotcrete/concrete drainage structures.
4. The Contractor and/or subcontractor shall have successfully completed a construction project with at least 5,000 square feet of asphalt drainage structures.
5. The Contractor and/or subcontractor shall have successfully completed a construction project with at least 20,000 square feet of soils cement roadway.

SUBMITTAL REQUIREMENTS:

With the submittal of the Proposal, the Contractor shall submit for approval by the County documented evidence of satisfaction of all of the Bidder Qualifications listed above, including the name and experience of the superintendent and senior personnel that will be responsible for earthwork and concrete placement. As part of this submittal, a project reference list shall be provided indicating at a minimum, the name, address, and phone number of the project owner and owner's representative, the location of the project, the amount of material installed, and completion date.

Dated: _____

RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT



Hans W. Kernkamp
General Manager - Chief Engineer

INSTRUCTIONS TO BIDDERS

QUANTITIES: The amount of work to be done or materials to be handled under the Contract as noted in the proposal are but estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate. The County reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials if found desirable or expedient. The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual amounts of work done, or materials furnished or used in the completed project. The Contractor is cautioned against unbalancing of his bid by including his overhead into one or two items only when there are a number of items on the schedule. The overhead and indirect charges should be prorated on all items in the schedule.

DISCREPANCIES AND OMISSIONS: Discrepancies, omissions, ambiguities, or requirements likely to cause disputes shall be immediately brought to the attention of the County. When appropriate, Addenda will be issued by the County. No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents. If at any time (before or after submittal of its bid) the Contractor is of the opinion that there is or may be a discrepancy or inconsistency in the plans, drawings, specifications or other Contract Documents, it shall immediately report this in writing to the County and shall not proceed with any related work until ordered so to do.

WITHDRAWAL OF PROPOSALS: Any proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of proposals, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such proposal, is filed with the County. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.

AGREEMENT OF FIGURES: If the unit prices and the total amounts named by the bidder in the proposal do not agree, the unit prices alone will be considered as representing the bidder's intention.

INVALID PROPOSALS: Proposals submitted by fax or telegraph and those which fail to reach the place fixed for opening of proposals prior to the date and hour set for opening same will not be considered.

INSPECTION OF SITE AND UNDERSTANDING OF CONTRACT PROVISIONS: Prior to submission of a bid, bidders must have examined the site and fully acquainted themselves with all conditions affecting the work. Information derived from maps, plans or specifications, or from the County will not relieve the successful bidder from properly carrying out all the terms of the contract. By the submittal of a proposal, the bidder will be held to have personally examined the site and the drawings, to have carefully read all of the specifications and other Contract Documents, and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the work. The bidder agrees that if he is awarded the contract he will make no claim against the County based on ignorance or misunderstanding of the contract provisions; and that the bidder fully understands the payment method for the work.

QUALIFICATIONS OF BIDDERS: No proposal will be accepted from a Contractor who is not licensed under laws of California, as evidenced by the submittal of the Statement of

Licensure. No award will be made to any bidder who cannot give satisfactory assurance to the County as to his ability to carry out the contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the contract.

VENDOR REGISTRATION: Contractors must be registered with the County in order to be considered eligible for the Contract award. To register, Contractors may utilize "Vendor Self-Registration" web site at <http://www.purchasing.co.riverside.ca.us> and complete the on-line registration form.

Information needed in order to register:

1. User name (This person will be responsible for original registration and any future change.)
2. User Password
3. Company information including:
 - a. All Addresses (Corporate, Remit to, Sales, etc)
 - b. Company type (Corporation, partnership, sole proprietorship, etc)
 - c. Tax Identification Number (or social security number for individuals)
 - d. Status (women, minority, Disabled Veteran owned, etc)
 - e. Qualification as a local Riverside County business
 - f. Banking Information for future electronic payment processes
4. Contact Information including:
 - a. Names
 - b. Titles/Positions
 - c. Contact Numbers (Phone, Fax, Cell phone, etc)
 - d. E-Mail address for future correspondences
5. List of items/services you wish to provide to the County.

PROPOSAL FORMS: Attention of all bidders is called to the proposal affidavit forms attached hereto and bidders are cautioned that all proposals submitted must be accompanied by the proper affidavit, properly executed. Proposals must be made on the form furnished by the County.

REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES: Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind. Erasures or interlineations in the proposal must be explained or noted over the signature of the bidder.

PUBLIC OPENING OF PROPOSALS: Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract. Proposals in

which the prices appear to be unbalanced may be rejected.

ADDENDA: County reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the County its name, address, and fax number for the purpose of receiving Addenda. To be considered, a Contractor's proposal must list and take into account all issued Addenda.

AWARD OF CONTRACT: The County reserves the right to reject any and all proposals or to waive technical defects as the best interests of the County may require. Prior to award of the contract, and if requested by County, the Contractor agrees to meet with the County to review the details and calculations of the Contractor's proposal and the Contractor's understanding of any aspect of the work. The award of the Contract, if it be awarded, will be to the lowest responsible and qualified bidder. The award, if made, will be made within approximately seven (7) to fourteen (14) days after the opening of the proposals.

BIDDER'S CHECK OR BOND: Each proposal must be accompanied by a certified or cashier's check or by a bid bond only on the form supplied by the County, drawn in favor of the County in an amount not less than ten percent (10%) of the total bid. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the Contract, the required Payment and Performance Bonds, and the required certificates of insurance in accordance with his bid accepted by the County. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds and certificates of insurance, such Bid Bond or check shall be held subject to payment to the County for the difference in money between the amount of the contract with another party to perform the work, together with the cost to the County of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on said work. The check or bond shall, in addition, be held subject to all other actual damages suffered by the County. The check or bond will be returned upon the close of the period mentioned in these Instructions below and to the successful bidder upon execution of the Contract. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY THE COUNTY.**

FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE CONTRACT: In the event the bidder, to whom an award is made, fails or refuses to post the required bonds and provide the required certificates of insurance and fails to return executed copies of the Agreement within five (5) calendar days after the prescribed forms are presented to him for signature, the County may award the work to the next best bidder, or may call for new bids.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) business days after the award of the contract, the County will return the proposal guarantees accompanying those proposals that are not considered in making the award. All other proposal guarantees will be held until the contract has been fully executed and the required bonds and certificates of insurance have been provided, after which they will be returned to the respective bidders whose proposal they accompany.

CONTRACT BONDS: The Contractor shall furnish two (2) surety bonds in duplicate, one as a security for the faithful performance of the contract in the amount equal to one hundred percent (100%) of the contract price, and one as security for the payment of all persons performing labor and furnishing materials in connection with the contract. All bonds must be submitted on forms

provided by the County. Bonds submitted in any other form will not be accepted. Should any surety on the Payment Bond or Performance Bond be deemed unsatisfactory by the County, Contractor shall upon notice promptly substitute new bonds satisfactory to the County. All bonds must be issued by sureties which are licensed by the State of California to issue such bonds.

SUBLETTING AND SUBCONTRACTING: Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement, in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work.

“OR EQUAL”: Pursuant to Division 2, Chapter 3, Article 5, commencing at Section 3400 of the Public Contract Code, all specifications shall be deemed to include the words “or equal,” provided, however, that permissible exceptions shall be specifically noted in the specifications. Any “equal” proposed by the Contractor must be described in the Contractor’s Proposal.

ANTI-DISCRIMINATION: It is the policy of the County that in connection with all work performed under this Contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, or sexual preference. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

CONTRACTOR'S PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE:

The undersigned hereby declares:

- (a) That the only persons or parties interested in this proposal as principals are the following:

(If the Contractor is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name under which the co-partnership does business, and the names and addresses of all copartners. If an individual, state the name and address under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work, and has familiarized himself with all of the physical, climatic or other conditions related to the work.
- (d) That he has carefully examined the attached specifications, plans, and other Contract Documents, and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, he will enter into a written contract with the County of Riverside.
- (f) That he proposes to enter into such contract and to accept in full payment for the work actually done the prices stated in this proposal. It is understood that final payment will be based on actual quantities of material removed.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the order of the County of Riverside in the sum of

_____ Dollars (\$_____)

THE REQUIRED REFERENCES AND OTHER REQUIRED DOCUMENTS MUST BE
ATTACHED TO THIS PROPOSAL

Contractor bids as follows for the 2014 Site Maintenance and Improvements Construction located at various Riverside County Landfills:

Item No.	Item of Work	Unit	Quantity	Unit Cost	Sub-Total Cost
1	Concrete Drainage Structures	SF	3,240		
2	Shotcrete Drainage Structures	SF	9,800		
3	Earthen Berm	LF	1,900		
4	Onsite Rock Relocation	LS	1		
5	Sedimentation Basin Culvert Pipe System	LS	1		
6	3-inch thick Asphalt Concrete Structures	SF	19,930		
7	4-inch thick Asphalt Concrete Structures	SF	1,600		
8	6-inch Asphalt Concrete Berm	LF	250		
9	Soil Cement Roadway	SF	174,615		
10	Rip-Rap Downdrain Improvements	LS	1		
11	Aggregate Base Roadway	SF	65,500		
12	Polyethylene Drainage Channel	SF	20,000		
13	Gabion Baskets	EA	14		
14	Fiber Rolls	LF	4,300		
15	Silt Fence	LF	2,800		
16	Weed Abatement	AC	184		
17	Landfill Bench Re-Grading	LF	25,000		
18	New Rip-Rap Drainage Structure	SF	2,600		
Optional Bid Items - Awarded at County Discretion:					
19	Greenwaste Application over Slopes	SF	914,760		

20	Wet Weather Dumping Pad	SF	60,000		
21	25-foot High Litter Fence	LF	3,550		
22	Erosion Control Netting and Hydroseed Slopes	AC	.5		
23	Erosion Control Blanket and Hydroseed Slopes	AC	.5		
24	Time & Material	NA	NA	\$60,000	

Total Cost \$

Contractor acknowledges receipt of Addenda No _____.

Name of Contractor: _____

Address: _____

Telephone: _____

Contractor's License No. and Classification: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

LIST OF SUBCONTRACTORS

The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a subcontractor who specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the Prime Contractor's total bid and the portion of the work which will be done by each such subcontractor is as follows:

Item No. (s): _____

Name of Subcontractor: _____

Phone and Fax Numbers _____

Address: _____

Item No. (s): _____

Name of Subcontractor: _____

Phone and Fax Numbers _____

Address: _____

Item No. (s): _____

Name of Subcontractor: _____

Phone and Fax Numbers _____

Address: _____

Item No. (s): _____

Name of Subcontractor: _____

Phone and Fax Numbers _____

Address: _____

Item No. (s): _____

Name of Subcontractor: _____

Phone and Fax Numbers _____

Address: _____

STATEMENT OF LICENSURE

Pursuant to California Public Contract Code (commencing with Section 3300), the undersigned does certify as follows:

1. That the pocket license/certificate of licensure I have presented to County as of this date is my own license, being State of California Contractors License No. _____;
2. That said Contractors License is current and valid; and
3. That said Contractors License is of a classification appropriate to the work to be undertaken for County, a Class _____ license.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____ Signature: _____
Name: _____
Title: _____

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

STATE OF CALIFORNIA)

SS

COUNTY OF RIVERSIDE)

_____, being first duly sworn, deposes and says:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Riverside County Waste Management Department or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to before me

this ____ day of _____ 20____.

Signature of officer administering oath

**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP
CONTRACTOR**

STATE OF CALIFORNIA)

SS

COUNTY OF RIVERSIDE)

_____, being first duly sworn, deposes and says:

That he or she is a member of the joint venture or co-partnership firm designated as

which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Riverside County Waste Management Department or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or co-partnership by

who constitute the other members of the joint venture or co-partnership.

Subscribed and sworn to before me

this ____ day of _____ 20____.

Signature of officer administering oath

AFFIDAVIT FOR CORPORATE CONTRACTOR

STATE OF CALIFORNIA)

SS

COUNTY OF RIVERSIDE)

_____, being first duly sworn, deposes and says:

That he or she is _____

of _____

a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Riverside County Waste Management Department or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to before me

this ____ day of _____ 20____

Signature of officer administering oath

BID BOND

Recitals:

1. _____ (Contractor) has submitted its Contractor's Proposal to the County of Riverside, by and for the Waste Management Department, for the construction of the public work known as the 2014 Site Maintenance and Improvements Construction in accordance with a Notice to Contractors dated _____.
2. _____ a _____ corporation, hereafter called Surety, is the surety on this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is 10% of the amount of the Contractor's Proposal and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds and certificates of insurance as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: _____

By: _____

By: _____

Title: _____
(Surety)

Title: _____
(Contractor)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledge by a notary (attach acknowledgments).

AGREEMENT

THIS AGREEMENT is made as of _____ and is between the COUNTY OF RIVERSIDE (County) and THE NAME OF THE LOWEST BIDDER GOES HERE_(Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for the project, the 2014 Site Maintenance and Improvements Construction, in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.

2. Contract Documents. The Contract Documents for the project are:
 - (a) Notice to Contractors;
 - (b) Instructions To Bidders;
 - (c) Contractor's Proposal;
 - (d) Agreement;
 - (e) Bid Bond;
 - (f) Performance Bond;
 - (g) Payment Bond;
 - (h) General Provisions;
 - (i) Special Provisions;
 - (j) Appendix A – SCAQMD Form 403-N & Rule 1150 Excavation Permit Standard Conditions;
 - (k) Appendix B – BMP Installation Details from the CASQA Stormwater BMP Handbook;
 - (l) Any other documents included in or incorporated into the Contract Documents or in the County's bid package;
 - (m) Addenda Nos. _____

Each of the above-mentioned documents presently in existence are by this reference incorporated into this Agreement and each of these documents not now in existence are incorporated herein as of the time of their issuance.

3. Contract Price - Payment. **Exhibit A** is attached to and incorporated into this Agreement and states the basis for full payment for this project. Contractor represents that it fully understands the payment method for the work.

RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT
14310 Frederick Street
Moreno Valley, CA 92553

By: _____
Hans W. Kernkamp
General Manager - Chief Engineer

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Kecia Harper-Ihem, Clerk of the Board

By: _____
Deputy

(Seal)

Contractor

By: _____

Name: _____

Title: _____

(If corporation, attach corporate seal)

EXHIBIT A

(To Agreement for the Riverside County Waste Management Department Project, 2014 Site Maintenance and Improvements Construction located at various Riverside County Landfills)

It is understood that the quantities listed (except for those shown as “Lump Sum, [L.S]”) are but estimates only and final payment will be based on actual quantities, whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

Item No.	Item of Work	Unit	Quantity	Unit Cost	Sub-Total Cost
1	Concrete Drainage Structures	SF	3,240		
2	Shotcrete Drainage Structures	SF	9,800		
3	Earthen Berm	LF	1,900		
4	Onsite Rock Relocation	LS	1		
5	Sedimentation Basin Culvert Pipe System	LS	1		
6	3-inch thick Asphalt Concrete Structures	SF	19,930		
7	4-inch thick Asphalt Concrete Structures	SF	1,600		
8	6-inch Asphalt Concrete Berm	LF	250		
9	Soil Cement Roadway	SF	174,615		
10	Rip-Rap Downdrain Improvements	LS	1		
11	Aggregate Base Roadway	SF	65,500		
12	Polyethylene Drainage Channel	SF	20,000		
13	Gabion Baskets	EA	14		
14	Fiber Rolls	LF	4,300		
15	Silt Fence	LF	2,800		
16	Weed Abatement	AC	184		
17	Landfill Bench Re-Grading	LF	25,000		

18	New Rip-Rap Drainage Structure	SF	2,600		
Optional Bid Items - Awarded at County Discretion:					
19	Greenwaste Application over Slopes	SF	914,760		
20	Wet Weather Dumping Pad	SF	60,000		
21	25-foot High Litter Fence	LF	3,550		
22	Erosion Control Netting and Hydroseed Slopes	AC	.5		
23	Erosion Control Blanket and Hydroseed Slopes	AC	.5		
24	Time & Material	NA	NA	\$60,000	

Total Cost \$

PERFORMANCE BOND

Recitals:

1. _____ (Contractor) has entered into an Agreement dated _____ with the COUNTY OF RIVERSIDE (County) for construction of the public work known as 2014 Site Maintenance and Improvements Construction (Project).
2. _____, a corporation (Surety), is the surety under this Bond.

Agreement: We, Contractor as principal, and Surety as surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ _____ and inures to the benefit of the County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed there under shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 25% without approval of Surety. (If the total contract price is inadvertently increased by more than 25% without approval of Surety, this performance bond will remain in effect for that portion of the contract existent prior to the 25% exceedance).

THIS BOND is executed as of _____.

By: _____

By: _____

Title: _____

Title: _____

(Surety)

(Contractor)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledge by a notary (attach acknowledgments).

PAYMENT BOND

(Public Work - Civil Code, Section 3247 et seq.)

The makers of this Bond are _____ as Principal and Original Contractor and _____ a corporation, authorized to issue surety bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated _____, between Principal and the COUNTY OF RIVERSIDE (County), a public entity, for \$ _____, the total amount payable. Said contract is for the public work generally consisting of the 2014 Site Maintenance and Improvements Construction. The beneficiaries of this Bond are as is stated in Section 3248 of the Civil Code and Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

By: _____

By: _____

Title: _____
(Surety)

Title: _____
(Contractor)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledge by a notary (attach acknowledgments).

GENERAL PROVISIONS

FOR

CONSTRUCTION OF
2014 SITE MAINTENANCE AND
IMPROVEMENTS

AT THE

BADLANDS, LAMB CANYON, HIGHGROVE,
DOUBLE BUTTE, CORONA & BEAUMONT
LANDFILLS

Prepared by:

RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT

14310 Frederick Street
Moreno Valley, CA 92553

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1. SECTION 1 - DEFINITION OF TERMS

1.1. TERMS

Whenever in these specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- a) AGENCY: Whenever used in the Standard Specifications shall refer to County.
- b) BOARD OF SUPERVISORS: The Board of Supervisors of the County, also sometimes referred to as the Board.
- c) DEPARTMENT, COUNTY, OR OWNER: The County of Riverside, by and for the Waste Management Department.
- d) ENGINEER: The General Manager - Chief Engineer of the Riverside County Waste Management Department, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- e) LABORATORY: The laboratories authorized by the County to test materials and work involved in the contract.
- f) BIDDER: Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- g) CONTRACTOR: The person or persons, co-partnership or corporation, private or municipal, who have entered into the Agreement with the County, or his or their legal representatives.
- h) SUPERINTENDENT: The executive representative of the Contractor, present on the work at all times during progress, authorized to receive and execute instruction from the County.
- i) PLANS or PROJECT DRAWINGS: The official plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, approved by the County, which show the location, character, dimension and details of the work to be done, and which are to be considered a part of the Contract Documents.
- j) SPECIFICATIONS: The directions, provisions, and requirements contained in the Contract Documents as to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the contract.
- k) CONTRACT: The written Agreement covering the work.
- l) CONTRACT PRICE: Shall mean either the lump sum, unit price, or unit prices named in the Agreement, or the total of all payments under the contract at the lump sum, unit price, or unit prices, as the case may be.
- m) SURETY OR SURETIES: The bondsmen or party or parties, approved by the County, who may guarantee the fulfillment of the contract by bond, and whose signatures are attached to said bond.
- n) RIGHT OF WAY: The whole right of way which is reserved for and secured for use

in constructing the improvement.

- o) THE WORK: All the work specified in the Contract Documents.

1.2. SIMILARITY OF WORDS

Wherever in the specifications or upon the plans the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it will be understood that the direction, requirements, permission, order, designation, or prescription of the County is intended, and similarly the words approved, acceptable, satisfactory, or works of like import, shall mean approved by, or acceptable to, or satisfactory to, the County, unless otherwise expressly stated.

2. SECTION 2 - SCOPE OF WORK

2.1. WORK TO BE DONE

The Contractor shall provide all labor, power, light, water, materials, equipment, tools, scaffolding, machinery, transportation, insurance, permits, bonds, temporary protection, watchmen, and superintendence necessary to construct and complete all work, and to furnish all materials included in the contract, except those furnished by the County as specifically stated in the Contract Documents.

The Contract Documents are complementary, and the work called for by any one shall be as binding as if called for by all.

2.2. CONSTRUCTION SCHEDULE

The Contractor shall submit to the County at least monthly, or at such times as may be requested by the County, a schedule which shall show the order and dates in which the Contractor proposes to carry on the various parts of the work, including estimated completion dates. The County's receipt of such schedule(s) shall not indicate any concurrence by the County in the items or dates described in the schedule(s).

2.3. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the County and its representatives.

2.4. ESTIMATE OF QUANTITIES

It is understood that the quantities listed (except for those shown as "Final" or "Lump Sum") are but estimates only and final payment will be based on actual quantities for the work whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents. The County is not to be held responsible for the accuracy of the estimate of quantities. The Contractor shall judge for himself, after considering all circumstances and conditions, the costs and quantities of materials involved in the work.

The Contractor shall not at any time assert that there was any misunderstanding in regard to the nature of the work or the kind or amount of materials to be furnished for the work. The Contractor shall not ask, demand, sue for, or seek to recover compensation in excess of the costs or charges for the work as stated in the Agreement.

2.5. PROTESTS

If the Contractor considers any work demanded of it to be outside of the requirements of the contract, the Contractor shall immediately and before the start of such work state this in writing to the County. In such writing, the Contractor shall clearly and in detail state the basis of its protest. Except for such protests as are made of record in the manner herein specified, the records, rulings, instruction, or decisions of the County shall be final and conclusive. Written protest by the Contractor shall not in any way relieve the Contractor from proceeding with the work as directed by the County.

2.6. ALTERATIONS

The Contractor agrees that reasonable alterations and modifications may be made by the County and that this may be done without notice to the sureties on the Contractor's bonds. If such changes result in increased or decreased quantities under the items specified in the Agreement, the Contractor will be paid on the basis of actual quantities as measured by the County; and such changes shall not affect the unit prices bid by the Contractor.

2.7. EXTRA WORK

2.7.1. General

The County reserves and shall have the right to revise the details of the contemplated work, or to add work of a different character or function, and have the Contractor perform such revised or added work as "Extra Work", when such extra work is considered by the County to be appurtenant to the satisfactory completion of the project. "Extra Work" is defined as added work of a different character or function and for which no basis for payment is prescribed; or that work which is indeterminate at the time of advertising and is specifically designated as extra work. The signing of the contract by the Contractor will be deemed to be an agreement on his part to perform extra work, as and when ordered by the County. If required extra work results in delay to the work, the Contractor will be given an appropriate extension of time.

The General Manager – Chief Engineer shall have the authority to approve changes or additions in the work in accordance with Public Contract Code 20142 without Board of Supervisors approval.

2.7.2. Procedure for Extra Work

Extra work may not be done by the Contractor without prior request and proper written approval by the County. Upon decision of the County to have extra work performed, the County will so inform the Contractor, acquainting it with the details of the new work. The Contractor shall thereupon present in writing a price for said work to the County, whose written approval shall be secured before work is started; except that the County may order the Contractor to proceed with extra work in advance of the submission of such prices provided that preliminary estimates show that the cost will not exceed \$1,000.

Prices for extra work shall be prepared by the Contractor on one or both of the following methods, as requested by the County, and submitted to the County for approval:

For a stated unit price or lump sum amount based upon current prevailing fair prices for materials, labor, plant, overhead and profit.

On a cost plus 15 percent basis (force account by the Contractor). The cost of all work done by the Contractor on a cost plus 15 percent basis will be computed in the manner described in Section 7, and the compensation thus provided shall be full payment to the Contractor related to the extra work.

Upon receipt of the Contractor's price, the County will make an analysis thereof and in its discretion adopt one of the following procedures:

Accept the Contractor's price for lump sum or unit price amount in the original or amended form and direct it to proceed with the work; or direct it to perform the work on a cost plus 15 percent basis.

Have the work performed by County's forces or by separate contract.

Direct the Contractor to proceed with the work and accept payment therefore in the amount as adjudicated later in a court of law.

The price agreed to by the Contractor for the extra work shall be full compensation to the Contractor for all labor, materials, equipment or other costs related to the extra work.

2.8. PAYMENT FOR EXTRA WORK

At the end of each month the Contractor shall make and deliver to the County a statement of the cost of the extra work completed during the current month, itemized and in a form satisfactory to the County. Payment for extra work shall be added to the monthly partial payment made in accordance with Section 7.5 of the General Provisions.

2.9. RIGHTS OF WAY

The County shall provide the rights of way as specifically described in the Contract Documents upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

2.10. CLEANING UP

The Contractor shall, as directed by the County, remove from the County's right of way and from all public and private property, at its own expense, all temporary structures, rubbish and waste materials resulting from its operations.

3. CONTROL OF THE WORK

3.1. AUTHORITY OF THE COUNTY

The County shall have general supervision of the contract under authority of the Board of Supervisors. The County has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The County shall decide all questions which may arise as to the quality or acceptability of materials furnished, work performed, and rate or progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The County's determination and decision thereon shall be final and conclusive.

3.2. DETAIL DRAWINGS

The approved plans shall be supplemented by such working drawings as are necessary to control the work adequately. All authorized alterations affecting the requirement and information given on the approved plans shall be in writing. No changes shall be made to any plan or drawing after the same has been approved by the County, except by its written direction.

Approval by the County of the Contractor's working drawings (or other documents) does not relieve the Contractor of responsibility for accuracy of dimensions, details or other requirements of the Contract Documents. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications. Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore.

3.3. CONFORMITY WITH PLANS AND ALL ALLOWABLE DEVIATIONS

Except as otherwise specifically stated in the Contract Documents, finished surfaces in all cases shall conform exactly with the elevations, lines, grades, cross-sections, and dimensions shown or described in the Contract Documents. Any deviations must be authorized in advance in writing by the County.

3.4. INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done is not sufficiently detailed or explained in the Contract Documents, the Contractor must bring this to the County's attention in writing prior to submittal of the Contractor's Proposal.

In the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct. The Contractor will not be allowed to take advantage of errors and omissions in the drawings and specifications. When errors or omissions are found, they shall immediately be brought to the attention of the other party in writing.

3.5. SUPERINTENDENCE

The Contractor shall keep on his work, continually during its progress, a competent Superintendent responsible for the construction of the work, as well as any necessary assistants. All such persons shall be acceptable to the County continuously throughout the duration of the

project. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

3.6. LINES AND GRADES

The Contractor shall provide opportunities and facilities for setting points and making measurements as requested by the County or otherwise as reasonably required. The Contractor shall not proceed until it has made timely demand upon the County for, and has received from the County, such lines and grades as may be necessary as the work progresses. The work shall be done in strict conformity with such lines and grades.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their loss or disturbance.

3.7. INSPECTION OF WORK

The County and its representatives shall at all times have access to the work and shall be furnished with every reasonable opportunity for ascertaining that the materials and workmanship are in accordance with the requirements of the Contract Documents. All work done and all materials furnished shall be subject to the County's inspection and approval.

The inspection of the work by any County representatives shall not relieve the Contractor of any of its obligations to fulfill the requirements of the Contract Documents. Defective work or unsuitable materials may be rejected, notwithstanding that such work or materials may have been previously overlooked by County representatives, accepted, or estimated for payment.

3.8. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner; and no compensation will be allowed for such removal or replacement. Any work done beyond the lines and grades as described by the Contract Documents, or any extra work done without proper written authority, will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply, the County shall have authority to cause defective or unauthorized work to be remedied, or removed and replaced, and to deduct the costs for this work from any monies due or to become due the Contractor.

3.9. EQUIPMENT AND PLANT

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient material to carry the work to completion within the time limit. The Contractor shall provide adequate and suitable equipment and plant to meet these requirements and, when ordered by the County, shall immediately remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of the capacity for any equipment be exceeded. All vehicles used to haul materials over existing highways shall be equipped with pneumatic tires.

3.10. FINAL INSPECTION

The County will not make the final inspection until all the work provided for and contemplated by the contract has been fully completed and the final clean up has been performed.

4. CONTROL OF MATERIAL

4.1. COUNTY FURNISHED MATERIALS

The Contractor shall furnish all materials required to complete the work, except those specified in the Contract Documents to be furnished by the County. Any materials furnished by the County will be delivered to the Contractor at the points specified in the Contract Documents. The Contractor will be held responsible for all materials so delivered to him, and deductions will be made from any monies due Contractor to make good any shortages and deficiencies, from any cause whatsoever, which may occur after such delivery, or for any demurrage charges due to delinquency in unloading.

4.2. SOURCE OF SUPPLY AND QUALITY OF MATERIALS

At the option of the County the source of supply of any materials shall be approved by the County before the delivery is started. Only materials conforming to the exact requirements of the Contract Documents and approved by the County shall be used in the work. All materials proposed for use may be inspected or tested by the County at any time during their preparation and use. If it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, subsequently becomes unfit for use shall be used in the work.

Wherever the name, or brand, or manufacturer of an item is specified, it is used as a measure of quality and utility or a standard. Except in those instances where the product is designated to match others presently in use, or as otherwise stated in the Contract Documents, specifications calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that the Contractor may propose in the Contractor's bid any equal material, product, thing or service. If the Contractor desires to use any other brand or manufacturer of equal quality or utility to that specified, he shall list definite particulars of that which it considers equivalent to the specified item in its bid. The County will then determine whether or not the proposed name brand or article is equal in quality and utility to that specified, and the County's determination in that regard shall be final and binding upon the Contractor.

4.3. SAMPLES AND TESTS

All tests of materials furnished by the Contractor shall be made by the County in accordance with commonly recognized standards of national organizations for this type of landfill project, and such special methods and tests as are in use at the County's approved laboratory or otherwise determined by the County to be needed. The County shall determine what testing is needed.

Field tests of materials will be made by the County or its representative when deemed necessary as determined by the County; and these tests shall be made in accordance with standard practices of the County or as otherwise needed.

The Contractor shall furnish samples of all materials as requested by the County without charge. No material shall be used until it has been approved by the County. Samples will be secured and tested whenever necessary as determined by the County to determine the quality of the material.

Promptly after the approval of the contract, the Contractor shall notify the County of the proposed sources of supply of all materials to be furnished by it, using a form which will be supplied by the County upon request.

Whenever reference is made to standard tests or requirements of the County, the American Society for Testing Materials, the American Railway Engineering Association or the American Association of State Highway Officials, the reference shall be construed to mean the standards that are in effect at the date the Agreement is signed with subsequent amendments, changes, or additions as thereafter adopted and published by the organization referred to.

None of the provisions stated in this section shall relieve the Contractor of its obligations as stated elsewhere in the Contract Documents.

4.4. STORAGE OF MATERIALS

Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary by the County, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed by the County. Stored materials shall be so located as to facilitate prompt inspection.

4.5. DEFECTIVE MATERIALS

All materials not conforming to the exact requirements of the Contract Documents shall be considered as defective; and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the County. Upon failure on the part of the Contractor to comply forthwith with any order of the County made under the provisions of this article, the County shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

4.6. ASSIGNMENT OF CLAIMS

In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractors do offer and agree to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

5. LEGAL RELATIONS AND RESPONSIBILITY

5.1. LAWS TO BE OBSERVED

5.1.1. Compliance with Applicable Law

Reference to and/or incorporation into the Contract Documents of a particular law, statute, ordinance, rule or regulation is not, nor is it intended to be, a definitive statement of the law applicable to the Contract Documents and the accomplishment of the work. Contractor must keep informed as to all such applicable laws - Federal, State, County, Municipal - as they affect the conduct of the work and comply with such law, including, but not limited to, having requisite licenses, obtaining necessary permits, paying necessary fees and taxes, posting notices and installing, operating and maintaining safety precautions and facilities. It is likewise Contractor's responsibility to see to it that its subcontractors also fully comply with such applicable laws. Contractor shall protect and defend County, its officers, agents, employees and contractors against any claim or liability arising from or based upon any alleged violation of such applicable law.

5.1.2. Labor Code

The Contractor shall comply with all applicable requirements of the California Labor Code including but not limited to Labor Code, Chapter 2, Subchapter 1, Article 10, Required Apprentices on Public Works Contracts. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and his subcontractors shall comply with the provisions of the Labor Code regarding apprentices. Contractor shall post at each job site during the course of the work a copy of County's "Determination of Prevailing Wage Rate". Copies of this Determination are available from County for this purpose.

5.1.3. Equal Employment Opportunity

The Contractor shall comply with all applicable non-discrimination and equal employment laws. The Contractor shall not discriminate in his recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this contract

and shall comply with the provisions of the California Fair Employment Practice Act (commencing with S1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

Contractor shall require each of its subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.

Contractor shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records (including but not limited to certified payroll information) by County and any state or federal agency having jurisdiction for the purpose of investigation to ascertain compliance with this Section. Notwithstanding, Contractor shall submit certified payroll to the County every 14 calendar days.

County may assign an affirmative action representative to monitor Contractor and his subcontractor(s) conduct required by this section, including the right of entry to the construction site for the purpose of obtaining information from persons performing work on the project providing such inspection does not interfere with the progress of the work.

Elsewhere in the Contract Documents more specific requirements may be contained covering the same subject matter of this Section. If so, such more specific requirements prevail over this section in case of conflict.

Transactions of \$10,000 or under - Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this section. No Contractor or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this section. With respect to contract and subcontracts for indefinite quantities, this section applies unless the amount required in any one year under such contract will reasonably be expected not to exceed \$10,000.

Transactions in Excess of \$10,000, but less than \$50,000 - At County's request, Contractor shall certify that he has in effect an affirmative action plan and agrees to comply with all state and federal laws and regulations regarding Fair Employment Practices. Contractor shall maintain a written copy of his affirmative action plan and furnish County a copy of the Plan upon request. County may require Contractor to complete an Affirmative Action Compliance Report, on a form furnished by County, setting forth definite goals during the term of this contract.

Transactions of \$50,000 or more - If Contractor has 50 or more employees and a contract for \$50,000 or more, he shall develop and submit to County within 30 days after award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor shall include in his affirmative action program a table of job classifications, which table shall include but need not be limited to job titles, duties and rates of pay.

Contractor shall in each subcontract let to do a portion of the work covered hereunder, where the subcontractor involved has 50 or more employees and the subcontract is for \$50,000 or more, impose in the subcontract the above requirements.

For the purpose of determining the number of employees, the average of the Contractor's or his subcontractor's employees from the 12 month period immediately prior to award, or the total number of employees contractor or its subcontractor will have when performing this contract, whichever is higher, shall be used.

Federally Assisted Construction - If this project is a federally assisted construction project, then the contract provisions contained 41 CFR S60-1.4(b) are incorporated herein and Contractor shall likewise incorporate said provisions in each subcontract entered into by Contractor to perform the work. Federally assisted construction is identified as such in the Notice Inviting Bids.

5.1.4. Registration of Contractors

In order to be considered, a prospective bidder must be licensed in accordance with Division 3, Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

5.1.5. Accident Prevention

Particular attention shall be given to relevant Division of Industrial Safety Construction and Electrical Safety Orders. Said Orders are contained in Title 8 of the California Code of Regulations, Chapter 4, Subchapters 4 and 5. Specific attention shall be taken of the California Occupational Safety and Health Act of 1973 (commencing with Section 6300 of the Labor Code) and the Federal Occupational Safety and Health Act of 1970 (P.L. 91-596) and rules and regulations issued pursuant to said Acts. Specific reference is made to Article 6 of said Construction Safety Orders. Contractor shall submit to County, in advance of excavation a detailed plan showing the design of shoring, bracing, sloping of the sides of trenches, or other provisions to be made for protection of personnel during earthwork operations. In event the Contractor's plan does not conform to the shoring system requirement of Article 6, the contractor's proposed shoring design shall be prepared and signed by a civil or structural engineer registered in the State of California. The Contractor shall also impose these requirements on all subcontractors involved and enforce compliance therewith. The duties here set forth are nondelegable by Contractor.

5.2. CONTRACTOR'S RESPONSIBILITY

Contractor is under the absolute duty in fulfilling his contractual obligations hereunder to proceed, and cause his subcontractors to proceed, in a safe, workmanlike manner, with adequate safeguards for the protection of the public, the workmen and persons from time to time inspecting the work. If at any time Contractor finds any of his subcontractors are allowing work to proceed in an unsafe manner or contrary to the terms of the Contract Documents, Contractor shall immediately cause such action to stop and immediately take all action necessary to protect workmen, inspectors and the general public and cause the work to proceed in a safe manner or in accordance with the terms of the Contract Documents.

5.3. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal final acceptance of the completed work by the County, the Contractor shall have the charge and care of the work and shall bear the risk of injury or damage to any part of the work by the action of the weather or from any other cause, whether or not arising from the execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work.

5.4. PROPERTY RIGHTS IN MATERIALS

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil. All such materials shall become the property of the County upon being so attached or affixed.

5.5. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses (including but not limited to: National Pollution Discharge Elimination System (NPDES) and South Coast Air Quality Management District (AQMD) permit requirements), pay all charges and fees, and give all notices necessary and incident to prosecution of the work.

5.6. ROYALTIES AND PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the County and its duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

5.7. SANITARY PROVISIONS

Necessary conveniences, properly secluded from public observation, shall be provided by the Contractor where needed for the use of laborers on the work. Their location, construction and maintenance shall be subject to the approval of the County. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the State Department of Health or other authorities having jurisdiction.

5.8. PUBLIC SAFETY

The Contractor at its own expense shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the work is under construction; and the Contractor shall erect such warning and directional signs and employ such flagmen as are required and shall maintain same throughout the construction period. Full compensation for the work involved in carrying out the precautionary measures above specified shall be considered as included in the prices paid for the various contract items of work and no additional payment will be made therefore.

5.9. USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property. All explosives shall be stored in accordance with the provisions of Division II Part I, Chapter 3, of the Health and Safety Code of the State of California and other applicable laws or regulations.

5.10. PROVISIONS FOR EMERGENCIES

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life or property, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as its operations make necessary to protect the public from danger or damage, or loss of life or property.

Whenever work is undertaken pursuant to this Section, Contractor shall promptly file with County a verified report setting forth the nature of the emergency and the action taken by the Contractor by reason of the emergency.

Whenever, in the opinion of the County, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured or damaged because of the Contractor's work; and, in the opinion of the County, immediate action shall be considered necessary in order to protect public or private, personal or real property interests, or prevent likely loss of human life or damage; then the County may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the County, may seem reasonable and necessary. The cost and expense of all such emergency work shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the County, then said cost and expense will be paid by the County and shall thereafter be deducted from any amounts due or which may become due said Contractor. Failure of the County, however, to take such precautionary measures, shall not relieve the Contractor of its full responsibility for public safety.

5.11. UNFORESEEN DIFFICULTIES

The risk of all loss or damage, except as noted in Section 8.4, arising out of the work, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work, or from the action of the weather, or from encumbrances in the line of work, shall be the responsibility of the Contractor.

5.12. ACCESS TO THE WORK

Unless provided for in the Special Provisions, access to the work from existing roads shall be provided by the Contractor at its expense and maintained in a manner so as not to create a public nuisance. The County assumes no responsibility for the condition or maintenance of any existing road or structure thereon that may be used by the Contractor for performing the work or for traveling to and from the site of the work. No additional payment will be made to the Contractor for constructing any temporary road used for construction operations or for improving, repairing, or maintaining any existing road or structure thereon that may be used by the Contractor for performance of the work under these specifications. The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of construction work.

5.13. GUARANTEE OF WORK

All work shall be guaranteed by Contractor for a period of two (2) years from the recordation of the Notice of Completion against any defects, including but not limited to those resulting from the use of inferior materials, equipment, or workmanship. Upon notice from County, Contractor shall promptly remedy such defects at its expense, including payment to County of its expenses in connection with such defects; otherwise County shall proceed to remedy such defects and Contractor shall reimburse County for its expenses.

This guarantee is in addition to any specific guarantee(s) provided for elsewhere in the Contract Documents or provided by manufacturers or suppliers.

5.14. SURETY OF GUARANTEE

The performance of guarantee and conditions specified in Section 5.13., shall be secured by a surety bond which shall be delivered by the Contractor to the County prior to the date on which final payment is made to the Contractor. Said bond shall be in an approved form and executed by a surety company or companies satisfactory to the County, in the amount of 10 percent of the final contract price. Said bond shall remain in force for the duration of the guarantee period specified in Section 5.13. Instead of providing such a bond as described above, the Contractor may, at its option, provide for the performance bond furnished under the contract to remain in force for said amount until the expiration of said guarantee period; and the amount of said performance bond may be reduced to 10 percent of the final contract price beginning at the time of recordation of the Notice of Completion.

5.15. DAMAGES BY ACT OF GOD

If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the County may, without prejudice to any other right or remedy, terminate the contract.

6. PROSECUTION AND PROGRESS

6.1. PROGRESS OF THE WORK

The Contractor shall begin the work within ten (10) calendar days after the date of receipt by Contractor of notice to proceed from the County and shall diligently and continuously prosecute the same to completion within the time limit provided in the Special Provisions.

6.2. OVERTIME WORK AND WORK AT NIGHT

The Contractor shall conduct the work on a five (5) day, forty (40) hour work week with no work on legal holidays (as further described in the Special Provisions). If the Contractor feels it is necessary to work more than the normal 40 hour work week, he will make a written request for permission from the County, outlining the reasons for such request. The decision of granting permission for overtime work shall be in the sole discretion of the County; and the decision of the County shall be final. If granted, a condition will be imposed requiring the Contractor to pay the County the cost incurred at overtime rates for additional inspection and engineering time required in connection with the overtime work.

When any work is performed at night, only such classes of work shall be done as can be properly inspected. Adequate light must be provided for the safety of the workers and for proper inspection.

6.3. SUBCONTRACTING

Reference is made to the Subletting and Subcontracting Fair Practice Act contained in the California Public Contract Code (commencing with Section 4100). By this reference, said Act is incorporated herein with like effect as if it were here set forth in full and the parties shall abide by its terms and substitution shall be only as allowed by that Act. County reserves the right to approve all subcontractors whether or not they are required to be listed in the Contractor's Proposal.

Contractor shall be responsible for the acts and omissions of its subcontractors and shall make certain that at all times its subcontractors comply with the terms of the Contract Documents and applicable law. Where a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the County, the subcontractor shall be removed immediately on the request of the County and shall not again be employed on the work.

The Contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. The Contractor shall perform with its own organization work of a value amounting to not less than 50 percent of the remainder obtained by subtracting from the total original contract value the sum of any item designated herein or in the Special Provisions as Specialty Items. The furnishing and placing of reinforcing steel, when placing is performed by the supplier, will be considered as a Specialty Item for this purpose; however, he shall be designated in the list of subcontractors. The value of the work subcontracted will be based on the contract item bid price, if any subdivision of a contract unit is subcontracted, the entire unit shall be considered as subcontracted.

6.4. CHARACTER OF WORKMEN

If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the County or shall appear to the County to be incompetent or to act in a disorderly or improper manner, he/she shall be discharged immediately upon the request of the County and such person shall not again be employed on this work.

6.5. TEMPORARY SUSPENSION OF THE WORK

The County shall have the authority to suspend the work wholly or in part, for such period as the County may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the County may deem necessary due to the failure on the part of the Contractor to properly perform the work. The Contractor shall immediately comply with the order of the County to suspend the work wholly or in part. The work shall be resumed when conditions are favorable or methods are corrected, as ordered or approved by the County.

6.6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of working days specified in the Special Provisions. Liquidated damages shall apply as stated in the Special Provisions.

A working day is hereby defined as any day (except Saturdays, Sundays, legal holidays, and days on which the Contractor is specifically required by the Special Provisions to suspend construction operations) on which the Contractor is not prevented by inclement weather or resulting conditions from proceeding with at least 60 percent of the normal labor and equipment force engaged in the controlling operation or operations for at least five hours.

The County will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days specified for completion of the contract, and the number of working days remaining to complete the contract. The Contractor will be allowed one week in which to file a written protest setting forth in what respects the weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by the Contractor as correct.

The following holidays will be considered as legal holidays: New Year's Day; Martin Luther King Jr. Birthday, Lincoln's Birthday; Washington's Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; day after Thanksgiving; Christmas; and such other days as are declared County holidays by ordinance passed by the Board of Supervisors. Please refer to specific holiday dates listed in the Special Provisions.

Contractor acknowledges that failure to perform in strict accordance with the Contract Documents and within the time limits specified in the Special Provisions will cause County to suffer special damages in addition to cost of completion of the work in accordance with the provisions of the Contract Documents. Such special damage could include, but is not limited to, lease and rental cost, additional salaries and overhead, interest during construction, attorney expense, additional engineering, inspection expense, cost of maintaining or constructing alternate

facilities, and injury to the property of the County or others. Such special damage could also include penalties assessed against the County by other governmental agencies for failure to have the project completed in a timely manner or as required by law. The County may withhold from any money due or that may become due the Contractor under the contract such amount as the County may elect to offset the damages incurred. Any withholding or failure to withhold shall not in any way limit recovery for damages actually incurred.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the County (in its sole discretion) shall have the right to extend the time for completion or not. If the County decides to extend the time limit for the completion of the contract, the County shall further have the right to charge to the Contractor and to deduct from the Contractor's payment all or any part of the actual cost of engineering, inspection, superintendence, and other related expenses caused by the Contractor's failure to complete the project as required. Liquidated damages shall apply as stated in the Special Provisions.

6.7. DELAYS AND EXTENSION OF TIME

If delays are caused by unforeseen causes beyond the control of either the Contractor or the County, such as war, strikes, fire, floods, or other action of the elements, such delays will entitle the Contractor to an equivalent extension of time for the completion of the contract but not damages or additional payments over the contract price. Furthermore, if the Contractor suffers any delay caused by the failure of the County to furnish the necessary right of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the work to be done after written request therefore has been made, the Contractor shall be entitled to an extension of time equivalent to the time lost for any of the above-mentioned reasons but shall not be entitled to any damages for such delay.

6.8. ASSIGNMENT

The contract may be assigned only upon prior written consent of the County. Such written consent to sublet, assign or otherwise dispose of any portion of the contract, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

6.9. TERMINATION OF CONTRACT

If the Contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, or to maintain the rates of delivery of materials, or to execute the work in the proper manner, written notice by the County may be served upon the Contractor demanding compliance with the contract. If the Contractor refuses or neglects to comply with such notice within five (5) working days after receipt of the notice, then the County may take possession of the work, together with all material and equipment thereon, and may complete the work itself in the manner the County determines to be appropriate. The cost of the completion of

the work shall be charged against the Contractor and its surety and may be deducted from any money due to the Contractor; and if the sums due under the contract are insufficient, the Contractor and/or its surety shall pay to the County within five (5) working days after the completion of the work all of such cost in excess of the contract price.

7. PAYMENT

7.1. SCOPE OF PAYMENTS

The compensation described in the Agreement shall be complete and full payment to the Contractor for furnishing all materials, labor, tools, equipment and related items necessary to complete the work; and for all obligations imposed upon the Contractor pursuant to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

7.1.1. Measurement and Computation of Quantities

Unless otherwise stated, all items of the work to be paid for at a contract price per unit of measurement will be measured by the County in accordance with United States Standard Measures. A ton shall mean 2,000 pounds, avoirdupois. Except as otherwise expressly provided in the specifications, the methods of measurement and computation of quantities will be determined by the County.

The weights of metalwork, and other metal parts to be paid for by weight will be determined by the County on the basis of handbook weights, scale weights, or manufacturer's catalog weights, or in the absence of any of the foregoing, on the basis of estimated weights; provided, that weights of nonmetallic coatings will be excluded.

7.1.2. Payment at Contract Prices

The contract price for an item of the work shall include full compensation for all costs of that item, including the costs of any work, materials and equipment incidental to the item but not specifically shown or described in the Contract Documents.

The contract prices shall include full compensation for all costs of any work, materials, and equipment required by the Contract Documents, but not covered by a contract price or otherwise expressly made the subject of direct payment.

7.2. PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

When alterations in plans or quantities of work are ordered and performed, the Contractor agrees to accept payment in full at the contract unit price for the actual quantities of work done; and no additional payment will be made for anticipated profits.

7.3. FORCE ACCOUNT PAYMENT

When extra work is to be paid for on a force account basis, compensation will be determined as follows:

7.3.1. Work Performed by Contractor

The Contractor will be paid for labor, materials, and equipment rental as hereinafter provided, except where agreement has been reached to pay in accordance with Section 7.3.2. Only materials incorporated in the work will be paid for.

To the total computed as provided in Section 7.3.1.1, 7.3.1.2 and 7.3.1.3 will be added the following percentages:

Labor -- 24 percent
Materials -- 15 percent
Equipment Rental -- 15 percent

It is understood labor, materials, and equipment may be furnished by the Contractor or by the subcontractor or by others on behalf of the Contractor.

When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the County for such work and no additional payment therefore will be made by the County.

7.3.1.1. Labor

The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the County), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

7.3.1.1.1. Actual Wages

The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

7.3.1.1.2. Labor Surcharge

To the actual wages as defined in Section 7.3.1.1.1., will be added a labor surcharge set forth in the Special Provisions Section 1.24, which labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 7.3.1.1.1 and subsistence and travel allowance as specified in Section 7.3.1.1.3.

7.3.1.1.3. Subsistence and Travel Allowance

Subsistence and travel allowance paid to such workmen as required by collective bargaining agreements.

7.3.1.2. Materials

The cost of materials incorporated in the work will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

- (a) If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the County notwithstanding the fact that such discount may not have been taken.

- (b) If the materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the County. No markup except for actual costs incurred in the handling of such materials will be permitted.
- (c) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefore will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or on the current wholesale price for such materials delivered to the job site whichever price is lower.
- (d) If the cost of such materials is, in the opinion of the County, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 7.3.1.2(a).
- (e) If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with Section 7.3.1.2(d).

The County reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such materials.

7.3.1.3. Equipment Rental

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Special Provisions regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the County to use equipment not listed in the Special Provisions, a suitable rental rate for such equipment will be established by the County. The Contractor may furnish any cost data which might assist the County in the establishment of such rental rate.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided under Section 7.3.1.1

All equipment shall, in the opinion of the County, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of \$25.00 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

In computing the rental time of equipment, less than 30 minutes shall be considered ½ hour.

7.3.1.3.1. Equipment on the Work

The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

7.3.1.3.2. Equipment not on the Work

For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Special Provisions or as agreed to as provided in Section 7.3.1.3 and for the cost of transporting the equipment to the location of the work and its return to its original locations, all in accordance with the following provisions:

- (i) The original location of the equipment to be hauled to the location of the work shall be agreed to by the County in advance.
- (ii) The County will pay the costs of loading and unloading such equipment.
- (iii) The cost of transporting equipment on low bed trailers shall not exceed the hourly rates charged by established haulers.
- (iv) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
- (v) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the extra work is performed on such days, and shall terminate at the end of the day on which the County directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

Hours In	Hours to be Paid
0	4
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5
5.5	6.75
6	7
6.5	7.25
7	7.75
8	8
Over 8	Hours in operation

When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

When daily rates are listed, payment for ½ day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

- (i) Should the Contractor desire the return of the equipment to a location other than its original location, the County will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.
- (ii) Payment for transporting, loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

7.3.2. Work Performed by Special Forces or Other Special Services

When the County and the Contractor, by advance agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or extra work item may be performed by a specialist. Invoices for such service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

To the specialist invoice price, less a credit to the County for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 7.3.1.

7.3.3. Records

The Contractor shall maintain his records in such manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

The Contractor shall furnish the County (on a form provided by the County) report sheets in duplicate of each day's extra work paid for on a force account basis no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Section 7.3.2. The daily report sheets shall provide names or identifications and classifications of workmen, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Materials charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Should said vendor's invoices not be submitted within 15 days after acceptance of the work, the County reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available in the quantities concerned delivered to the location or the work, less any discounts provided in Section 7.3.1.2 (a).

Daily report sheets shall be signed by the Contractor or its authorized agent.

The County will compare its records with the daily report sheets furnished by the Contractor, make any necessary adjustments, and compile the costs of work paid for on a force account basis on daily extra work report forms furnished by the County. When these daily extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the County, during the life of the contract and for a period of not less than 18 months after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor expressly guarantees that the cost records of such other forces shall be open to inspection

and audit by representatives of the County on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

7.3.4. Payment

Payment as provided above in Sections 7.3.1 and 7.3.2 shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefore.

7.4. ACCEPTANCE

The work shall be inspected for final acceptance by the County promptly upon receipt of notice in writing from the Contractor that the completed work is ready for such inspection.

7.5. PARTIAL PAYMENTS

On or about the last day of each month, the County shall make an estimate in writing of the total amount of work done by the Contractor to the time of such estimate and the value thereof. The County shall retain 10 percent (10%) of such estimated value of the work or partial payment for the fulfillment of the contract by the Contractor. The County may reduce the retention from 10% to 5% if, the project is more than 50% completed, no stop notices have been received, the project is proceeding as scheduled, and the County has accepted the work.

After deducting all previous payments and all sums to be kept or retained under the provisions of the contract or applicable law, the County shall make monthly progress payments to the Contractor. No such estimate or payment shall be required to be made when, in the judgment of the County, the work is not proceeding properly. No payment shall be required to be made by the County unless and until all required submittals have been delivered to the County, including but not limited to the following: certified payroll information at a frequency specified in the Section 5.1.3, Construction schedule updates as listed in Section 2.2, and National Pollution Discharge and Elimination System permit requirements and frequencies as stated in the Special Provisions.

In accordance with Public Contract Code Section 22300 and other applicable law, the Contractor may substitute securities for any monies withheld to ensure performance under the contract. Such substitution shall be made only upon a separate agreement between the County Board of Supervisors and the Contractor which contains terms and conditions in compliance with all laws applicable to monies withheld under the contract.

7.6. DELAYED PAYMENTS

All the monies due the Contractor under the contract will be paid by the Treasurer of the County of Riverside, prepared and approved as required by law; and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of the County's obligations.

7.7. FINAL PAYMENT

The County, after completion of the work, and submittal of any final documents or reports required by the Special Provisions, shall make a final estimate in writing to the County Board of Supervisors of the amount of work done and the value of such work; and pursuant to order of the Board of Supervisors the County shall pay the sum found to be due after deducting therefrom all previous payments and all amounts to be kept and retained under the provisions of the contract or applicable law. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The withheld retention funds shall not be due and payable to the Contractor until the expiration of thirty-five (35) days after the date of approval by the Board of Supervisors and recordation of the notice of completion.

The Contractor agrees that no certificate given or payments made under the contract except the final payment and approval by the Board of Supervisors shall be conclusive evidence of the performance of the contract. No payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor's agreement to the final payment shall release the County, including its officers, employees, agents and contractors, from any and all claims from the Contractor for further or additional compensation related to the work.

7.8. CLAIMS RESOLUTION

In accordance with Public Contract Code Section 20104 - 20104.8 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the County shall be resolved following the statutory procedure unless the County has elected to resolve the dispute pursuant to Public Contract Code 10240 et seq.

7.8.1. Submission of Claims

All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed before processing of the final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the County.

7.8.1.1. Claims Under \$50,000.00

The County shall respond in writing to the claim within 45 days of receipt of the claim, or, the County may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the County and the claimant. The County's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

7.8.1.2. Claims over \$50,000.00 but less than or equal to \$375,000.00

The County shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the County may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the County and the claimant. The County's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.

7.8.2. Meet and Confer

If the claimant disputes the County's response, or if the County fails to respond within the statutory time period, the claimant may so notify the County within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the County shall schedule a meet and confer conference within 30 days.

7.8.3. Filing of Claims

If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq.

7.8.4. Mediation and Judicial Arbitration

If a civil action is filed to resolve any claim, the provisions of Public Contract Code 20104.4 shall be followed providing for nonbinding mediation and judicial arbitration.

7.8.5. Location for Filing of Claims, Jurisdiction

Any legal action related to the performance of the work or the terms of the Contract Documents shall be filed only in the Superior Court of the State of California located in Riverside, California.

8. GENERAL

8.1. COOPERATION BETWEEN CONTRACTORS

The Contractor shall fully cooperate and coordinate its work with all utility and public agency representatives engaged in construction, relocation, altering or otherwise rearranging any facilities interfering with the progress of the work, and with any other contractors working at or near the project site. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations shall be considered included in the prices for the other items of work and no additional allowance will be made therefore.

8.2. HOLD HARMLESS / INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability claim, action, or damages whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives relating to this Agreement. Contractor shall defend, at its sole expense and pay all costs and fees including, but not limited to attorney fees cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action to which this indemnification and hold harmless obligation applies.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

8.3. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

8.3.1. Workers' Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

8.3.2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit and \$2,000,000 annual aggregate. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

8.3.3. Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

8.3.4. Environmental Impairment Insurance:

Contractor shall maintain Environmental Impairment Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

8.3.5. General Insurance Provisions - All lines:

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work

which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8.4. PUBLIC UTILITIES

The locations of all pipelines, power lines, communication lines and other utility components known to County to exist within the limits of the work, are indicated on the drawings and may be the subject of a specific section in the Special Provisions. Size, location and characteristics of such utilities are based upon information made available to County, generally from the owner of the utility in question. The exactness of such information is not guaranteed but may be assumed to have been accomplished with reasonable accuracy.

In addition to the drawings and any such provision regarding utilities, Contractor is under a duty to take into account the location of service laterals or other appurtenances which can be inferred from the presence of facilities such as buildings, meter, junction boxes or similar items in or about the limits of the work.

Unless otherwise directed by the Contract Documents, all existing utilities, whether shown or described or not, shall be left in place and Contractor must conduct its operations so that such utilities are protected from damage at all times during the course of the work; and the work must be accomplished so as to give such utilities proper protection and support upon completion of the work by Contractor.

If during the course of the work, Contractor discovers underground utility components not indicated in the drawings or elsewhere in the Contract Documents, Contractor must immediately notify, in writing, the County and the utility company (public or private) involved, stating with exactness the condition found.

If Contractor encounters a utility not shown or described in the Contract Documents, Contractor shall cease all work which would disturb such utility and its support until given specific instructions as to how to proceed regarding such utility by County.

All work needed to protect existing utilities shown or described in the Contract Documents, or which can be reasonably inferred from the presence of other visible facilities, is to be done at Contractor's expense.

Contractor's cost of locating and repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility components and facilities not indicated in the drawings or elsewhere in the Contract Documents, and for equipment on the project necessarily idled during such work shall be paid Contractor as Extra Work.

County may direct the Contractor to do such repair or relocation work as required. When such repair or relocation work is not elsewhere provided for in these Contract Documents, or reasonably inferred therefrom, Contractor shall be compensated for such work as Extra Work.

8.5. PROTECTION OF EXISTING STREET FACILITIES

The Contractor shall be responsible for the protection of existing signs, fences, concrete curbs, gutters and other facilities or structures. The Contractor shall be responsible to repair or replace any such items which are damaged.

Excavation within the street right of way shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways. Hydrants under pressure, valve pipe covers, valve boxes, curb stop boxes, fire or police call boxes, or other utility controls shall be left unobstructed and accessible during construction.

8.6. DIVERSION AND CONTROL OF WATER

Unless otherwise provided in the Agreement, no separate or additional payment will be made for diversion or control of surface or groundwater. All costs incidental to maintaining dry working areas shall be the responsibility of the Contractor and shall be included in the unit prices paid for other items of work.

8.7. DUST ABATEMENT

During the performance of all work, the Contractor shall take the necessary precautions to avoid any loss or damage resulting from its operations that raise or produce dust. The Contractor will be required to have a positive and continuous method of dust control which is satisfactory to the County. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the County prior to starting any of the work. All costs incidental to dust control shall be included in the unit prices paid for other items of work.

8.8. PROJECT SIGNS

The Contractor shall erect a maximum of two project signs at the locations designated by the County. The signs will be furnished by the County. The signs shall be erected as soon as possible and within 15 days after date of Notice to Proceed. The signs are 4 feet by 8 feet in size, with two 4" x 4" x 12' posts. The sign posts shall be set 5.0 feet in good solid ground and the backfill carefully tamped into place.

8.9. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The Contractor shall examine fully and carefully the site of the work, the plans, the specifications, and any other Contract Documents prior to submitting its bid. The submission of a bid shall be conclusive evidence that the Contractor has investigated the site and is satisfied as to the conditions and requirements of the work to be performed.

Where the County has made investigations of subsurface conditions in areas where work is to be performed, or in other areas, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders may, upon request, inspect the records of the County as to such investigations. The records of such investigations are not a part of the contract and are solely for the convenience of the bidders. It is expressly understood and agreed that the County assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof; or of the interpretations set forth therein or made by the County in its use thereof and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered. No information derived from inspection of such records will in any way relieve the Contractor from its obligations under the Contract Documents.

9. WATERING

9.1. DESCRIPTION

This work shall include providing a water supply for all water required for the work. The application of the water shall be subject to the approval of the County at all times and shall be applied in the necessary amounts and at the necessary locations subject to the approval of the County.

At least one mobile unit of at least 1,000-gallon capacity for applying water shall be available on the project at all times.

Water for compacting embankment material and for dust control shall be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

10. PUBLIC CONVENIENCE, TRAFFIC CONTROL AND DETOURS

10.1. GENERAL

The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.

Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through or near the work with as little inconvenience and delay as possible.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience and annoyance as possible to abutting and nearby property owners.

Convenient access to driveways, houses and buildings along or near the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition.

10.2. SIGNS

It shall be the responsibility of the Contractor to provide and maintain all traffic control, lights, barricades and signs, both on and off the site of work, subject to approval of the County; and all such devices shall be of a type approved by the County.

If, in any case, the County finds it necessary to replace, add to or erect said barricades, signs, or lights when the Contractor fails to do so, the Contractor shall be billed for all costs thereof.

10.3. MATERIALS STORAGE

Storing or stockpiling of excavated material, imported backfill material or construction materials on any street or highway will not be permitted except as approved in advance in writing by the County.

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SPECIAL PROVISIONS

FOR

CONSTRUCTION OF
2014 SITE MAINTENANCE AND
IMPROVEMENTS

AT THE

BADLANDS, LAMB CANYON, HIGHGROVE,
DOUBLE BUTTE, CORONA & BEAUMONT
LANDFILLS

Prepared by:

RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT

14310 Frederick Street
Moreno Valley, CA 92553

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SPECIAL PROVISIONS

Construction of 2014 Site Maintenance and Improvements at the Badlands, Lamb Canyon, Highgrove, Double Butte, Corona & Beaumont Landfills

SECTION 1) GENERAL

1.1. DEFINITION OF TERMS

Construction Manager

The Construction Manager is the individual assigned by the County Project Manager to manage and oversee the administration of the construction project. The Construction Manager, an authorized employee of the County, is the on-site representative reporting to the Project Manager during the construction phase of the project.

Contractor's Surveyors

The Contractor's Surveyors are responsible to perform control of the actual construction based on bench marks established by County Surveyors.

Cubic Yard

Where the term cubic yard appears in these specifications, it shall mean bank volume in the case of excavation, and compacted volume yielding the specified relative compaction, moisture content, and hydraulic conductivity, if required, in the case of engineered fill. In case of concrete and shotcrete, it shall mean delivered and installed in place concrete or shotcrete material used for Concrete Drainage Structures and Shotcrete Drainage Structures.

County Surveyors

Surveyors representing the County shall establish reference bench marks for construction, and shall perform surveys to check line, grade, and calculate areas and volumes, as required. The County Surveyor's work shall in no way relieve the Contractor of its obligation to properly perform the work as specified in the Contract Documents.

General Contractor

The General Contractor is the firm responsible for all construction aspects of the project. The General Contractor may use subcontractors for specialized portions of the project, such as grading and earthworks, and other parts of the project.

Line

This term means a line having a specified horizontal angle between it and a meridian belonging to the North American datum of 1983.

Manufacturer

The firm or firms responsible for the production of construction materials.

Moisture Content

This term is defined as the percentage of water contained in a soil or clay mixture in relation to its dry weight, using ASTM D2216 and other approved methods as stated in the Contract Documents.

Optimum Moisture Content (OMC)

This term is defined as the moisture content that corresponds to the maximum dry density, as determined by the specified laboratory Moisture Density Relationship Test, ASTM D1557.

Project Manager

The Project Manager is the designated representative of the County responsible for the project.

Protective Cover Soil

Protective Cover Soil is onsite earthen soil that has been screened and stockpiled by the County.

Relative Compaction

This term is defined as the ratio of field compacted dry density to the maximum dry density as determined by the Moisture Density Relationship Test, ASTM D1557.

Sieve Sizes

These are defined as U.S. Standard sieve sizes.

Slope/Grade

Slope or grade is described in terms of horizontal distance, perpendicular to contour lines, to vertical distance (H:V) where V is generally fixed as unity. It is also expressed as a percent (%) equal to the vertical distance divided by the horizontal distance, and multiplied by 100.

Specifications

The Specifications are the contract specifications prepared for this project. These include the General Provisions, the Special Provisions and any other Contract Documents.

Subgrade

This term refers to native or constructed base material on which all construction elements of this project shall be placed.

Thickness

The distance measured vertically, as indicated by a plumb line, between two opposing surfaces.

Ton

In the case of Asphalt Structures specified for use in the Contract Documents it shall mean 2,000 pounds avoirdupois.

1.2. GENERAL SCOPE OF WORK

This project is formatted to meet strict State and Federal NPDES requirements for landfills as administered by the California Regional Water Quality Control Board (CRWQCB), the California Department of Resources Recycling and Recovery (CalRecycle), the Riverside County Department of Environmental Health - Local Enforcement Agency (LEA) and other regulatory agencies. The major features of the work to be performed shall include but are not limited to:

<i>Bid Items \ Landfill Site</i>	Badlands	Lamb Canyon	Double Butte	Corona	Beaumont	Highgrove
Concrete/Shotcrete Drainage Structures	X	X				
Earthen Berm	X	X				X
Onsite Rock Relocation	X					
Sedimentation Basin Culvert Pipe System	X					
Asphalt Structures		X				
Soil Cement Roadway	X	X				
Rip-Rap Downdrain Improvements		X				
Aggregate Base Roadway		X				
Polyethylene Drainage Channel		X				
Gabion Baskets		X				
Fiber Rolls		X				
Silt Fence		X				
Weed Abatement		X	X	X	X	
Landfill Bench Re-Grading						X
New Rip-Rap Drainage Structure		X				
<i>Optional Bid Items (Awarded at County Discretion) \ Landfill Site</i>						
Greenwaste Application over Slopes	X	X				
Wet Weather Dumping Pad		X				
25-Foot High Litter Fence		X				
Erosion Control Netting and Hydroseed Slopes		X				
Erosion Control Blanket and Hydroseed Slopes		X				
Time & Material	X	X	X	X	X	X

1.3. NOTICE TO PROCEED

Within five (5) business days of the award of contract by the Riverside County Board of Supervisors, or sooner, the Contractor shall submit all of the following items:

- A. Performance Bond and Payment Bond (Instructions to Bidders)
- B. Required Certificates of Insurance (General Provisions Section 8.2.)
- C. Construction Schedule (Special Provisions Section 1.1.1)
- D. Contractor project specific Public/Site Safety Plan (Special Provisions Section 1.3.2.)
- E. Project Specific SWPPP Supplements (Special Provisions Section 2)

Also within five (5) business days of the award of contract by the Riverside County Board of Supervisors, the County will hold a mandatory pre-construction meeting (Special Provisions Section 1.3.3) to be attended by the Contractor.

The County will not issue the Notice to Proceed before the Contractor submits the Performance Bond, Payment Bond, Certificates of Insurance, Construction Schedule, Public/Site Safety Plan, and Project Specific SWPPP Supplements, and attends the mandatory pre-construction meeting.

After receipt of the Construction Schedule, Public/Site Safety Plan, and Project Specific SWPPP Supplements, the County will review them and provide appropriate comments. The Contractor will be required to address all comments from the County and resubmit within five (5) business days.

1.3.1. CONSTRUCTION SCHEDULE

The Contractor shall submit construction schedules to the County in accordance with Part 1, Section 6-1 of the Standard Specifications (see Section 1.9.1). The Contractor shall submit updated construction schedules to the County on a weekly basis and as required by Section 2.2 of the General Provisions. Before commencement of construction, the Contractor shall also provide a map showing the proposed phasing of construction activities for each landfill site. This map shall delineate the timing and phasing to be utilized all items as required by the work.

The County shall have the right to withhold progress payments until the updated construction schedule is submitted and accepted. The Contractor shall be responsible for all impacts due to its failure to submit acceptable updates in a timely manner.

The County's acceptance of a construction schedule from the Contractor does not in any way limit the Contractor's obligation to complete the work in accordance with all the requirements of the Contract Documents.

At the completion of the work, the Contractor shall submit a final as-built schedule showing the complete actual construction history as a condition of formal final acceptance of the work by the County.

1.3.2. SITE SAFETY PLAN

Prior to delivering equipment to the construction site, the Contractor shall submit a Site Safety Plan to the County for review and acceptance. Acceptance of the Site Safety Plan does not release the Contractor of liability in the event of an accident or injury, nor does it place any liability on the County or any County employee. The Site Safety Plan must, at a minimum, meet all the requirements of Federal and State regulations regarding all construction and hauling activities. The Contractor shall be solely responsible for adherence to the Site Safety Plan at all times.

It is the responsibility of the Contractor to comply with all applicable health and safety regulations. The Contractor shall take proper safety and health precautions to protect the work, the public, and the County employees. The Contractor shall be responsible for providing all items necessary for health and safety, including but not limited to dust control and personal protective equipment, in accordance with applicable Federal and State regulations.

The Site Safety Plan shall include procedures that address clean-up in the event of a spill. Any accidental spills or spills that are produced during routine equipment maintenance shall be cleaned up by removing all the contaminants and the contaminated soil, disposing of it at an approved facility, and replacing the removed contaminated soil volume with clean soil material. The County may require documentation showing proper containment and removal of any toxic materials or contaminated soil that the Contractor has introduced or produced on site.

The Contractor shall be responsible for holding mandatory weekly safety meetings at the site. The Contractor shall notify the County of the time and place of all meetings and allow the County to participate. Meetings shall reiterate all safety measures to be taken and shall discuss any violations committed and preventive measures to avoid subsequent violations. The Contractor shall provide the County with a copy of the minutes and the attendance of the safety meetings.

1.3.3. PRE-CONSTRUCTION MEETING

Within ten (10) business days of the award of contract by the Riverside County Board of Supervisors, the County will hold a mandatory pre-construction meeting to be attended by the Riverside County Waste Management Department, the Contractor's superintendent, the Contractor's surveyors, major subcontractors, regulatory agency representatives, and other individuals involved in the execution of the work.

During the pre-construction meeting, the Contractor shall be issued four complete copies of the Contract Documents (which includes four full-sized sets of Project Drawings and four half-sized sets of Project Drawings). Digital information of the Project Drawings will be made available upon written request from the Contractor. The cost of any additional copies requested shall be deducted from payment to the Contractor.

1.4. CONTRACTOR'S RESPONSIBILITY

The Contractor shall examine the Contract Documents, and shall be aware of conditions at the sites that may affect execution of the work. These conditions include, but are not limited to, the following:

- A. Applicable health and safety regulations.
- B. Transportation and access conditions.
- C. Availability of utilities.
- D. Existing and subsurface conditions.
- E. Location, availability, and condition of construction materials.
- F. Climate.
- G. Onsite soil characteristics to be used in construction, including but not limited to size, type, and variation; location of material stockpile and concrete washout areas, and related matters.
- H. Construction conditions at the site.

The Contractor shall assume full responsibility for any theft or vandalism occurring to the Contractor's equipment, tools, materials, supplies, or work that has not yet reached formal final acceptance by the County, and shall take appropriate measures necessary to eliminate their occurrences.

The Contractor shall maintain all completed earthwork construction in an undisturbed and compacted state at all times. In the event of slides, sloughing, erosion, or disturbances due to construction activities in any part of the work, the Contractor shall remove the disturbed material from the damaged area and shall rebuild such portions as directed by the County. The removal of material and the rebuilding of the damaged area shall be performed at no additional cost to the County.

The Contractor shall be responsible for the coordination and cooperation of all subcontractors, material suppliers, utilities, and any required testing agencies, so that all components of the project are properly integrated into the construction, and so that there are no resulting delays of the progress of the project. The Contractor shall fully cooperate with County.

1.5. PERMITS

Applicable permits shall be procured and adhered to at the Contractor's sole expense. Required permits include but are not limited to South Coast Air Quality Management District (SCAQMD) Rule 403 Fugitive Dust and the State Water Resources Control Board (SWRCB) National Pollution Discharge and Elimination System (NPDES) permit. The Contractor will be required to comply with the NPDES permitting process as stated in Section 2.

1.6. ENVIRONMENTAL REQUIREMENTS

The Contractor shall at all times keep the sites neat, tidy, and free of refuse resulting from work. Toxic materials, including oil, fuel oil, gasoline, coolant, fluid filters, and other contaminants, shall be transported off site and disposed of at an approved facility. Containers temporarily holding these toxic materials shall be covered and have no leaks, and shall be removed from the site as quickly as is reasonably possible.

Any accidental spills or leaks that are produced during routine equipment maintenance shall be cleaned up by removing all the contaminants and the contaminated soil, disposing of it at an approved facility, and replacing the removed contaminated soil volume with clean soil material. The Contractor shall also be responsible for any spills caused by any of the Contractor's subcontractors or suppliers. The Public/Site Safety Plan, required under Section 1.3.2 shall include the procedure the Contractor shall follow in the event there is a spill. The County may require documentation showing proper containment, removal, and disposal of any toxic materials or contaminated soil that the Contractor has introduced or produced on site.

1.7. CONTRACTOR'S AND MANUFACTURER'S QUALIFICATIONS

The Contractor shall be, at the time of bidding, and throughout the period of the work, licensed by the State of California to do the type of work required under the terms of these Contract Documents. The Contractor, or the Contractor's personnel, shall hold appropriate certificates, licenses, and permits necessary to perform the work.

1.8. DETAIL DRAWINGS AND SUBMITTALS

The Contractor shall submit all materials and four copies of all shop drawings at least five (5) working days before they are scheduled to be integrated into the project, in order to give the County adequate time to review, test, and approve the materials. Once a material has been integrated into the project, submittals of documentation and samples of

such materials shall be submitted to the County for review and approval at least two (2) working days prior to fabrication or installation of any work pertaining to them.

The review and approval of shop drawings, samples, submittals, specifications and descriptive literature submitted by the Contractor will be only for general conformance with design concept and shall not be construed as:

- A. Permitting any departure from the project requirements.
- B. Relieving the Contractor of the responsibility for any error in detail, dimensions, or otherwise that may exist in such submittals.
- C. Constituting a blanket approval of dimensions, quantities or details of the material or equipment shown.
- D. Approving departures from additional details or instructions previously furnished by the County.

Such check or review by County shall not relieve the Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

1.9. REFERENCE SPECIFICATIONS AND CONTRACT DOCUMENTS

1.9.1. STANDARD SPECIFICATIONS

The term Standard Specifications is a direct reference to the publication entitled "Standard Specifications for Public Works Construction" (2012 edition) written and promulgated by Public Works Standards, Inc. and all subsequent amendments, supplements, and additions. This publication is also known as the "Greenbook." The U.S. Standard Measures, also called the U.S. Customary System, is the method of measurement to be used at all times.

1.9.2. STATE STANDARD SPECIFICATIONS

The "State Standard Specifications" are the Standard Specifications of the State of California, Department of Transportation, dated 2010.

1.9.3. ASTM SPECIFICATIONS

The latest revised specifications or tentative specifications of the American Society for Testing and Materials.

1.9.4. STANDARD DRAWINGS

Unless otherwise noted on the Project Drawings, the Standard Drawings shall be those of the Riverside County Flood Control and Water Conservation District, the Riverside

County Transportation Department and Standard Plans of the State Department of Transportation (Caltrans).

1.9.5. PLANS OR PROJECT DRAWINGS

The Plans or Drawings are the contract Project Drawings specifically prepared for this project.

1.10. PRECEDENCE OF CONTRACT DOCUMENTS

In case of conflict between the Contract Documents, the following order of governing documents shall be followed:

1. Special Provisions
2. General Provisions
3. Project Drawings (specific details supercede general plans)
4. Standard Drawings
5. Standard Specifications
6. State Standard Specifications

1.11. SUPERINTENDENCE

The Contractor shall furnish to the County, in writing, the name of the representative who shall have complete authority to act for this project, including, but not limited to: implementation and enforcement of the Public/Site Safety Plan, the maintenance of barricades, signs, traffic control, lights, fencing, erosion, and dust control. The Contractor shall also furnish to the County a telephone number where the Contractor's authorized representative may be contacted 24 hours a day. The representative shall be present at the job site during all working hours.

1.12. CONTROL OF WORK

In general, at the landfill site, the County surveyors will establish external primary survey control points on firm ground outside the limits of the work to be used throughout the construction period for the Contractor's work.

The Contractor shall provide County representatives with access to the completed portions of the work before they are covered by subsequent construction to allow County representatives to verify that all construction conforms to the requirements of the Contract Documents. The Contractor shall allow for at least one (1) working day for County survey or any other inspection work required.

All construction items shall be subject to verification by the County.

1.13. INSPECTION OF WORK

The Contractor shall comply with all requests by the County to alter the work sequence or uncover materials to facilitate testing, inspection or observation, or for the collection of samples or data. The Contractor shall provide the County with safe and suitable access to the work area for testing, inspection or observation. The Contractor is required to submit all materials at least five (5) working days before they are scheduled to be integrated into the project in order to give the County adequate time to review, test, and approve the materials.

Observation and testing by County of a material at the time of its incorporation into the work shall in no way be considered as a guarantee of continued acceptance of material presumed to be similar to that upon which observations and tests have been made. Observation and testing performed by County shall not relieve the Contractor or its suppliers of the responsibility for proper quality control.

1.14. CONTROL OF MATERIAL

Under no circumstances shall used or secondhand materials, parts, or equipment be used during execution of the work.

1.14.1. SAMPLES AND TESTS

When, in the opinion of the County, tests are required to indicate compliance with appropriate standards (e.g., ASTM, AASHTO, ACI, local codes, etc.), the Contractor shall make arrangements for the County to perform such tests. The County will pay for the cost of passing tests.

The Contractor shall pay for failing tests, associated Contractor costs, and any costs required for the work to pass tests and conform to the Contract Documents.

1.14.2. PRE-APPROVED MATERIALS

Materials to be used in the work shall be subject to inspection, observation, and testing by the County, or by an agency or laboratory approved by the County. The Contractor shall furnish, without charge, any samples that may be requested or required for testing. The Contractor shall submit all materials and four (4) copies of all shop drawings at least five (5) working days before they are scheduled to be integrated into the project in order to give the County adequate time to review, test, and approve the materials.

Manufacturers' warranties, guarantees, instruction sheets, and parts lists that are furnished with materials used in construction shall be delivered to the County before the respective items are incorporated into the work.

1.15. STORAGE OF MATERIALS

When delivery of material occurs, the Contractor shall promptly observe shipments to assure that the material complies with requirements, that quantities are correct, and that

the material is undamaged. The Contractor shall take full responsibility for any delay caused by a supplier or manufacturer. The storage area shall be accessible to the County so the County may observe, verify, and document the presence and condition of materials being stored.

The Contractor shall store materials and maintain construction operations within limits indicated by applicable laws, ordinances, and permits, and as stated in the Contract Documents and as requested by the County. Care shall be exercised to avoid blocking roads, interfering with County operations, or presenting a hazard to County personnel and equipment, or to the public.

1.16. EQUIPMENT AND PLANT

An Equipment Storage Area for the storage of the Contractor's equipment will be designated by the County at each landfill site. Contractor will confirm location(s) acceptable to the County prior to mobilizing equipment and materials to each site. Storage of equipment shall not prevent access through the site, and maintenance and access roads shall be provided for at all times.

The storage area(s) shall be accessible to the County so the County may verify the presence and condition of equipment being stored. The stored equipment shall be placed in the location shown on the Project Drawings or as directed by the County. The Contractor shall confine equipment and maintain construction operations within limits indicated by applicable laws, ordinances, and permits, and as outlined by the County. The Contractor shall make certain that the storage of equipment in any area does not interfere with or otherwise disrupt County operations at the landfill site. Care shall be exercised to avoid blocking roads, interfering with County operations, or presenting a hazard to County personnel and equipment, or to the public.

The maximum allowable time that a piece of equipment shall remain on site, in a condition that makes it incapable of performing its designed function, shall be four (4) working days. Any equipment needing further maintenance shall be moved off site for repairs at the full expense of the Contractor. Equipment no longer needed for the job shall also be removed within four (4) working days of its last use.

1.17. SUSPENSION AND RESUMPTION OF OPERATIONS

The Contractor shall suspend construction operations when, in the County's opinion, the conditions for such operations are unsatisfactory due to rain, wind or any other reason. The Contractor shall not be compensated monetarily for any delays caused by the suspension of operations. Working days shall be charged as appropriate, as stated in Section 6.6 of the General Provisions and Section 1.18 of these Special Provisions.

Whenever operations have been suspended, the effect of rain, wind or other adverse conditions shall be assessed by the County before approval to resume construction is given. Equipment will not be allowed to travel over any portion of the work surface until

the construction area has dried sufficiently to prevent excessive rutting and to allow the equipment to be operated safely and satisfactorily. If rutting occurs, the Contractor shall re-level, scarify, and recompact the materials to whatever depth is required to repair the damage in accordance with the appropriate specifications described herein at the Contractor's expense.

1.18. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall diligently and continuously prosecute the entire project to final completion before the expiration of **60 WORKING DAYS** from the date of the Contractor's receipt of the Notice to Proceed. The working day shall be as set forth in Section 6.6 of the General Provisions. The length of each working day shall be from 7:00 AM to 4:00 PM, including one hour for lunch break, unless otherwise approved in writing by the County.

The following days have been designated by the County as holidays in 2013/2014:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	day after Thanksgiving
December 25	Christmas Day

For a holiday that falls on a Saturday, both the Saturday and the preceding Friday shall be considered legal holidays. For a holiday that falls on a Sunday, both the Sunday and following Monday shall be considered legal holidays.

The Contractor shall not be permitted to work on days designated by the County as holidays unless the Contractor submits a written request to work and the request is approved in writing by the County. All Contractor requests to work on designated holidays shall be submitted at least seven (7) calendar days prior to the requested date(s).

In case all the work called for and all the conditions and requirements of the project are not completed within the number of working days specified above, liquidated damages of **Five Hundred Dollars (\$500)** for each additional working day required to properly complete the project in excess of the allowed number of working days shall be paid by the Contractor to the County.

1.19. LABOR SURCHARGE

Attention is directed to the provisions of Section 7.3.1.1. of the General Provisions. The labor surcharge percentage to be applied to the regular hourly wages paid as defined in Paragraph 7.3.1.1.2. shall be eighteen percent (18%). The labor surcharge percentage to be applied to the overtime hourly wages paid as defined in Paragraph 7.3.1.1.2. shall be fifteen percent (15%).

1.20. EQUIPMENT RENTAL

Attention is directed to the provision of Section 7.3.1.3. of the General Provisions. The equipment rental rates to be applied shall be the rates that are in effect at the time of the award of the contract, as published by the California Department of Transportation. A copy of said equipment rental rates is on file at the County office.

1.21. DUST ABATEMENT

Dust control operations shall be performed by the Contractor at the time, location and in the amount required and as often as necessary to prevent all excavations or fill works, demolition operations or other activities from producing dust in amounts harmful to personnel or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. The Contractor is responsible for compliance with Rule 403 Fugitive Dust Regulations issued by the South Coast Air Quality Management District (SCAQMD) and any other applicable regulations.

Measures to control dust shall include but not be limited to: sprinkling of water, use of approved dust suppressants, modifications of operations or any other means acceptable to the County, the California Regional Water Quality Control Board (CRWQCB), the SCAQMD, and any agency having jurisdiction over the facility. The County shall have the authority to suspend all construction operations if, in the County's opinion, the Contractor fails to adequately provide for dust control.

1.22. PROTECTION OF ADJACENT LANDFILL OPERATIONS

When lane closure becomes necessary, Contractor shall implement and maintain traffic control devices according to Section 1.3.2 Public/Site Safety Plan, the California Manual on Uniform Traffic Control Devices (MUTCD) 2012 Edition, and as directed by the County. The Contractor shall provide a temporary fence, gabion, k-rail or other structure acceptable to the County between the construction area and public access areas to prevent debris, rocks, and equipment from interfering with other operations adjacent to the work.

The Contractor must obtain advance written approval from the County for location and construction of temporary haul roads within the property limits of each landfill site. The Contractor shall request the County to designate locations of existing access roads for Contractor use at each landfill site.

The Contractor shall install, operate and maintain traffic control devices and measures specified in Section 1.3.2. – Public/Site Safety Plan for the designated routes between the landfill entrance and all project areas.

1.23. AS-BUILT PROJECT DRAWINGS

The Contractor shall maintain a set of Project Drawings, including all addenda, change orders, and pertinent data related to the project, and shall ensure these drawings are present onsite during designated working hours of the project.

1.24. MEASUREMENTS AND PAYMENT

There shall be no additional payment to the Contractor for complying with all requirements and work listed in this section. Compensation for these requirements and work shall be considered as included in the various other contract bid items of work.

END OF SECTION

SECTION 2) PREPARE AND IMPLEMENT NPDES STORMWATER POLLUTION PREVENTION PLANS (*All Sites*)

2.1. GENERAL

This section covers the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) by the Contractor as required by the State of California and this contract for construction activities at each site. The SWPPP shall list and identify job site “good housekeeping” practices to be followed to minimize the potential pollution of storm water runoff and receiving waters. The SWPPP shall also identify the site-specific Best Management Practices (BMPs) planned for use on the project, and stipulate schedules for ongoing monitoring and maintenance of those BMPs.

It is anticipated that water, such as rainfall or surface runoff, will be encountered within the landfill property during the period of construction under this contract. The Contractor, by submitting a bid, will be held to have investigated the risks arising from such waters and to have made the bid in accordance with such conditions. The Contractor shall be responsible for all costs associated with or resulting from any water at or coming into the landfill site.

The Contractor shall at all times protect the work from damage by such waters and shall take all due measures to prevent delays in progress of the work caused by such waters. In order to accomplish this, the Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution through the use of water pollution control measures consisting of construction of facilities that may be required to provide retention, control, and abatement of water pollution. The Contractor shall also conduct and schedule all operations so as to minimize or avoid muddying and silting of said channels, drains, and water bodies.

All nuisance water shall be disposed of at the Contractor’s sole expense in a manner that will not create a nuisance or health menace and complies with all applicable regulations. The Contractor shall furnish, install, and operate pumps, hoses, pipes or other equipment of a sufficient capacity to keep all construction excavations free from water until the excavation is backfilled. Water, if odorless and uncontaminated, may be discharged in a manner approved by the County. When required by the County, a means of de-silting the water before discharging it shall be provided.

2.2. EXECUTION

The County complies with the State NPDES through regular inspections and monitoring and implementation of best management practices. The County site-specific SWPPPs for the Lamb Canyon and Badlands landfill sites are included in Appendix A for Contractor reference. After notification of award and prior to start of any work, the Contractor shall prepare and submit to the County a project-specific Storm Water Pollution Prevention

Plan (SWPPP) for each site that outlines procedures to reduce pollutants (directly or indirectly related to the Contractor's activities) in storm water runoff.

At a minimum, the Contractor will be required to provide street sweeping on paved portions of any haul routes as often as reasonably required by the County. All street sweeping, vacuuming, and the stabilized construction access shall follow the guidelines described in California Stormwater BMP handbook, which can be found in the SWPPPs, attached as Appendix A.

2.3. MEASUREMENT AND PAYMENT

There shall be no additional payment to the Contractor for complying with all requirements and work listed in this section. Compensation for these requirements and work shall be considered as included in the various other contract bid items of work.

END OF SECTION

SECTION 3) MOBILIZATION AND DEMOBILIZATION (*All Sites*)

3.1. GENERAL

This contract item shall consist of expenditures for all preparatory work and operations, including but not limited to: bond and insurance costs; those costs necessary for the movement of personnel, equipment, supplies, and incidentals to the project sites; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project sites as well as the related demobilization costs at the completion of the project. Demobilization shall include but not be limited to cleaning installations and the removal of temporary structures as required by the County. Throughout all phases of construction, including suspension of work and until final acceptance of the project, the Contractor shall keep each work site clean and free of refuse generated as a result of the Contractor's operations. Any such refuse shall be disposed of in County-designated sanitary landfills (Badlands or Lamb Canyon).

Landfill site names and locations for this 2014 Site Maintenance and Improvements Construction Project:

- 1) Badlands – 31125 Ironwood Avenue, Moreno Valley
- 2) Lamb Canyon – 16411 Lamb Canyon Road, Beaumont
- 3) Highgrove – 1420 Highgrove Pass Road east of Mt. Vernon Avenue, Highgrove
- 4) Double Butte – 31710 Grand Avenue, Winchester
- 5) Corona - East of Magnolia Avenue between Interstate 15 Freeway and Sherborn, Corona
- 6) Beaumont – 4th St. west of Nicolas Rd. between 4th St. and State Hwy 60, Beaumont

3.2. MATERIALS

- A. The Contractor shall provide fire extinguishers and first-aid kits at each of the project sites to provide adequate protection to all personnel anticipated to be on the landfill site.
- B. All of the aforementioned materials shall be made available for use by employees associated with the construction project, including (but not limited to) the Contractor, the County, regulatory agency staff, and any other agencies involved with the construction project.

3.3. EXECUTION

- A. Upon receipt of the Notice to Proceed, the Contractor shall furnish, mobilize, and install such temporary works, materials, equipment, supplies, and personnel as necessary for the successful completion of the work. The Contractor shall also operate and maintain temporary works, and equipment throughout the duration of construction. All temporary works, such as sanitation facilities and concrete

washouts, shall fully comply with applicable rules and regulations of governing authorities.

- B. The Contractor shall remove and properly dispose of all refuse from the construction site. The County shall have the right to determine what is refuse, and to determine the manner and placement of on-site disposal. Any hydrocarbon-impacted soils found at the site as a result of the construction operation, such as equipment maintenance, shall be removed and properly disposed of at the Contractor's expense.
- C. The Contractor shall obtain all necessary permits and permission to utilize public roads for mobilization, demobilization, and access to the site. Access to the site is available through existing public roads during the hours stated in Section 1.18 of these Special Provisions.
- D. Contractor shall notify the County at least 48 hours prior to mobilizing personnel and equipment to each site so that the County representative may meet the Contractor onsite to provide gate keys as necessary to the closed landfill sites (Highgrove, Double Butte, Corona, and Beaumont), confirm work area limits and Do Not Enter zones, etc.

3.4. MEASUREMENT AND PAYMENT

There shall be no additional payment to the Contractor for complying with all requirements and work listed in this section. Compensation for these requirements and work shall be considered as included in the various other contract bid items of work.

END OF SECTION

SECTION 4) CONCRETE & SHOTCRETE DRAINAGE STRUCTURES *(Badlands & Lamb Canyon)*

4.1. GENERAL

- A. The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for the construction of Portland Cement Concrete (PCC) structures. The work shall include but not be limited to grading, excavation, subgrade preparation, and construction of the PCC structures to the elevations, lines and grades and at the locations shown on the Project Drawings or as directed by the County. This work shall also include any cut or backfill necessary to achieve finished elevations adjacent to the structures once construction of PCC structures is complete.

4.2. MATERIALS

- A. The Contractor shall adhere to Stormwater Best Management Practice (BMP) WM-8 – Concrete Waste Management as published by the California Stormwater Quality Association. This will include but not limited to the installation and removal of onsite temporary concrete washout facilities. Contractor shall provide application of this BMP at the direction of, and location(s) directed by, the County.
- B. Portland Cement Concrete for bench crossings shall be Class 520-A-2500 in conformance with Section 201-1 of the Standard Specifications.
- C. Welded Wire Reinforcement (WWR) for the V-Ditch and the Trapezoidal Channel shall conform to sub-section 201-2.2.3 of the Standard Specifications. The gage of the wire and dimensions of the mesh are specified in the Project Drawings.
- D. Portland Cement Concrete material for transition channels, trapezoidal channels and “V” ditch channels shall be Class 650-D-3250P (Shotcrete) in conformance with Section 201-1 of the Standard Specifications and shall be air-placed in conformance with sub-section 303-2.1.3 Method B (Shotcrete) of the Standard Specifications.
- E. Fiber Reinforcement for Class 650-D-3250P concrete items shall conform to sub-section 201-2.3 Type III of the Standard Specifications.
- F. Type II white-pigmented curing compound for PCC structures shall conform to sub-section 201-4.1.1 of the Standard Specifications.

4.3. EXECUTION

- a. The subgrade for PCC structures shall be prepared either by excavating or filling, and shall conform to lines, grades, and cross sections and be located as shown on the Project Drawings. Where the structures are in native cut, the upper six (6) inches of subgrade shall be compacted to a minimum of 90% of the maximum density as determined per ASTM D1557. This shall be achieved by scarifying the exposed surface to a depth of six (6) inches and re-compacting this earthen section as required by the Specifications. For areas requiring engineered fill, the finished subgrade shall be firm and suitable for placement of PCC structures, and shall be compacted to a minimum of ninety-percent (90%) of the maximum density as determined per ASTM D1557. Clearing, grubbing and excavation for the PCC structures shall comply with the provisions of Section 300-7 of the Standard Specifications.
- B. Contractor shall saw-cut exist asphalt concrete pavement where shown on the Project Drawings or as directed by the County so as to provide a competent edged surface for placement of adjacent Concrete/Shotcrete Drainage Structures.
- C. Mortar blocks with wire ties, or other means acceptable to the County shall be used to secure welded wire mesh reinforcement firmly in place.
- D. Contractor shall notify County site personnel at least one day prior to delivery of PCC materials to the Badlands Landfill for each day of delivery. Delivery trucks shall access work areas by use access routes approved in advance by the County.
- E. Concrete mixing shall comply with Section 201-1.4 of the Standard Specifications.
- F. Concrete shall be installed and finished to provide positive drainage towards downstream drainage structures.
- G. Concrete for shotcrete transition channels, trapezoidal channels and "V" ditch channels shall be air-placed concrete in accordance with sub-section 303-2.1.3 Method B (Shotcrete), part 2 of 303-2.2 for Method B, 303-2.4, 303-2.6, 303-2.7, 303-2.8, 303-2.9 and 303-1.10 of the Standard Specifications. Concrete shall be installed and finished to provide positive drainage towards downstream drainage structures.
- H. Weakened plane joints for PCC structures shall be installed perpendicular to the water flow direction at ten (10) foot intervals along the water flow direction as directed by the County. Depth of joint shall be one (1) inch.

- I. Type II white-pigmented curing compound shall be applied to all concrete and shotcrete structures in accordance with the requirements of sub-sections 201-4.1.2 and 303-1.10.
- J. Open joints shall be constructed using a suitable material that is subsequently removed. PCC corners shall not be chipped or broken when removing material. Reinforcement shall not be extended through an open joint. Joint filler shall be placed in position before PCC is placed. Joints shall be filled with mastic to prevent the passage of concrete. PCC edges at joints shall be finished using an edger.
- K. As deemed necessary by the County, sets of three (3) test cylinders of PCC being placed will be cast and tested by the County. One (1) of the test cylinders shall be tested at 7 days for 70 percent of project-specified design strength. The remaining two cylinders shall be tested at 14 days and 28 days (for full design strength) respectively. PCC compressive strength testing shall be per ASTM C39 and ASTM C31. The cylinders shall be paid for by the County.
- L. Contractor shall collect and retain possession of each and every PCC load ticket at the time of material delivery to the project site. Contractor shall present a complete set of daily load tickets to the County on the day PCC material(s) is placed.

4.4. MEASUREMENT AND PAYMENT

- A. Payment for Bid Item No. 1 “Concrete Drainage Structures” shall be based on the final in-place square footage of ground covered with Concrete Drainage Structures within the limits specified in the Project Drawings and as directed by the County. The area of the final surface shall be verified by the County based on conventional ground surveying. Quantity shall be calculated based on the “true” area and to the nearest square foot utilizing digital terrain modeling method. Payment shall be made, after acceptance, at the contract unit price per square foot as stated in the Contractor’s Proposal, Bid Item No. 1. Payment shall constitute full compensation to the Contractor for all work related to the furnishing and installation of Concrete Drainage Structures including but not limited to all labor, material, tools, equipment, and incidentals, and any other material or other work required by the Contract Documents. Payment shall also constitute full compensation for furnishing all labor, supervision, materials, tools, and equipment necessary to install Concrete Drainage Structures in accordance with the Contract Documents. No additional compensation shall be given for Concrete Drainage Structures placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.
- B. Payment for Bid Item No. 2 “Shotcrete Drainage Structures” shall be based on the final in-place square footage of ground covered with Shotcrete Drainage Structures within the limits specified in the Project Drawings and as directed by

the County. The area of the final surface shall be verified by the County based on conventional ground surveying. Quantity shall be calculated based on the "true" area and to the nearest square foot utilizing digital terrain modeling method. Payment shall be made, after acceptance, at the contract unit price per square foot as stated in the Contractor's Proposal, Bid Item No. 2. Payment shall constitute full compensation to the Contractor for all work related to the furnishing and installation of Shotcrete Drainage Structures including but not limited to all labor, material, tools, equipment, and incidentals, and any other material or other work required by the Contract Documents. Payment shall also constitute full compensation for furnishing all labor, supervision, materials, tools, and equipment necessary to install Shotcrete Drainage Structures in accordance with the Contract Documents. No additional compensation shall be given for Shotcrete Drainage Structures placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.

- C. There shall be no additional payment to the Contractor for the installation of keyways adjacent to existing PCC structures. Compensation for the installation of keyways for Concrete Drainage Structures and Shotcrete Drainage Structures shall be considered as included in the various other contract bid items of work.

END OF SECTION

SECTION 5) EARTHEN BERM (*Badlands, Lamb Canyon & Highgrove*)

5.1. GENERAL

The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for the construction of Earthen Berm. The work shall include but not be limited to grading, excavation, subgrade preparation, and construction of Earthen Berm to the elevations, lines and grades and at the locations shown on the Project Drawings or as directed by the County.

5.2. MATERIALS

- A. Earthen materials for the construction of the earthen diversion berms shall be obtained from the adjacent material stockpile or from excess material generated from the surface drainage subgrade excavation construction. Earthen materials used to construct Earthen Berm shall not contain brush, roots, sod, or other deleterious or unsuitable materials; and particle size shall not exceed three (3) inches.

5.3. EXECUTION

- A. The subgrade for Earthen Berm shall be firm, stable and unyielding, and contain no loose material as determined by the County. The subgrade shall adhere to the elevations and cross sections shown on the Project Drawings or as directed by the County.
- B. The Earthen Berm shall be compacted to a minimum of 90% relative compaction.
- C. Contractor shall provide moisture conditioning to earthen materials used for berm construction, and shall maintain adequate moisture throughout berm construction as deemed acceptable to the County.

5.4. MEASUREMENT AND PAYMENT

- A. Payment for Bid Item No. 3 "Earthen Berm" shall be based on the final in-place linear feet of Earthen Berm constructed within the limits specified in the Project Drawings and as directed by the County. The final length of Earthen Berm shall be verified by the County based on conventional ground measurement, and shall be measured to the nearest linear foot. Payment shall be made, after acceptance, at the contract unit price per linear foot as stated in the Contractor's Proposal, Bid Item No. 3. Payment shall constitute full compensation to the Contractor for all work related to the furnishing and installation of Earthen Berm including but not limited to all labor, material, tools, equipment, and incidentals, and any other material or other work required by the Contract Documents. Payment shall also

constitute full compensation for furnishing all labor, supervision, materials, tools, and equipment necessary to install Earthen Berm in accordance with the Contract Documents. No additional compensation shall be given for Earthen Berms placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.

END OF SECTION

SECTION 6) ONSITE ROCK RELOCATION (*Badlands*)

6.1. GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for relocating aggregates from the designated onsite area to the selected stockpile area as shown on the Project Drawings and as directed by the County.

6.2. EXECUTION

- A. Contractor shall perform onsite rock relocation work within the areas designated on the Project Drawings.
- B. The rock procurement area, the designated stockpile area, and the access road(s) designed by the County for Contractor use are located in active landfilling operations areas. Contractor shall coordinate Onsite Rock Relocation work with daily landfill operations through the landfill operations Project Supervisor and the Construction Manager for the County.
- C. Contractor shall provide dust control throughout the duration of this work which shall adhere to South Coast Air Quality Management District Rule 403 Fugitive Dust regulations throughout this rock relocation operation.
- D. Contractor shall notify the County at least 48 hours prior to mobilizing for Onsite Rock Relocation work so that the landfill operations Project Supervisor and the Construction Manager may meet the Contractor onsite to point out Do Not Enter zones, confirm work area limits, access roads, etc.

6.3. MEASUREMENT AND PAYMENT

- A. Payment for Bid Item No. 4 "Onsite Rock Relocation" shall be made, after acceptance, at the contract lump sum price as stated in the Contractor's Proposal, Bid Item No. 4. Payment shall constitute full compensation to the Contractor for all work related to Onsite Rock Relocation including but not limited to all labor, material, tools, equipment, and incidentals, and any other material or other work required by the Contract Documents. Payment shall also constitute full compensation for furnishing all labor, supervision, materials, tools, and equipment necessary for Onsite Rock Relocation in accordance with the Contract Documents. No additional compensation shall be given for Onsite Rock Relocation placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.

END OF SECTION

SECTION 7) SEDIMENTATION BASIN CULVERT PIPE SYSTEM (Badlands)

7.1. GENERAL

The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for the construction of this Sedimentation Basin Culvert Pipe System to be located within the limits of the Spillway Embankment portion of the Canyon 6 Sedimentation Basin. The work shall include but not be limited to trench excavation through engineered fill, deconstruction of the existing concrete and aggregate spillway, subgrade preparation, and supply and installation of a Schedule 80 PVC and Schedule 40 galvanized steel drain system with concrete water stops and associated appurtenances to the elevations, lines and grades and at the locations shown on the Project Drawings or as directed by the County. This work shall include engineered trench backfill to finished grade.

7.2. MATERIALS

- A. 4-inch diameter threaded NPT Schedule 80 PVC Pipe, including couplings, concrete water stops and attachments. Material shall conform to Section 207-17 of the Standard Specifications.
- B. 4-inch diameter Schedule 40 Galvanized Steel Pipe. Schedule 40 Steel Pipe shall comply with ASTM A-123, ASTM A-153 and ASTM A-53 and shall be galvanized in accordance with 210-3 of the Standard Specifications.

7.3. EXECUTION

- A. Contractor shall deconstruct the existing concrete and aggregate spillway as shown on the Project Drawings and as directed by the County to facilitate installation of the Sedimentation Basin Culvert Pipe System. Materials shall be relocated from Canyon 6 to an onsite location designated by the County.
- B. Installation of PVC Pipe shall be performed in accordance with Sections 306-1.2.1, 306-1.2.12, 306-1.2.13 and 306-1.3 of the Standard Specifications.
- C. Installation of Steel Pipe shall be performed in accordance with Sections 306.1.2.1, 306-1.2.2 and 306-1.3 of the Standard Specifications.

7.4. MEASUREMENT AND PAYMENT

- A. Payment for Bid Item No. 5 "Sedimentation Basin Culvert Pipe System" shall be made after installation, testing and acceptance at the contract lump sum price as stated in the Contractor's Proposal, Bid Item No. 5. Payment shall include but not be limited to trench excavation through engineered fill, subgrade preparation and the supply and installation

of PVC and steel pipe and appurtenances to the elevations, lines and grades and at the location shown on the Project Drawings or as directed by the County. The price and payment shall constitute full compensation for furnishing all labor, supervision, materials, tools, and equipment necessary for Sedimentation Basin Culvert Pipe System in accordance with the Contract Documents. No additional compensation shall be given for Sedimentation Basin Culvert Pipe System placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.

END OF SECTION

SECTION 9) ASPHALT STRUCTURES (*Lamb Canyon*)

9.1. GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for the construction of Asphalt Concrete (A.C.) Structures which shall include, but is not limited to: drainage channels, equipment crossings, transitions, inlet and outlet structures, and berms. The work shall include subgrade preparation and installation of A.C. pavement to the specified lines and grades and at the locations shown on the Project Drawings and as required by the Contract Document and as directed by the County.

9.2. SUBMITTALS

- A. The Contractor shall submit Certificates of Compliance for bituminous materials used in asphalt concrete pavement and asphaltic emulsion mixes proposed for this project. The certificates shall be signed by the manufacturer of the materials and shall state that materials involved shall comply in all respects with the requirements of these specifications.

- B. The Contractor shall prepare and submit a mix design to the County for review and approval at least 48 hours prior to beginning placement of asphalt concrete pavement for each mix design incorporated for use in this project.

9.3. MATERIALS

- A. Asphalt concrete pavement shall consist of hot mineral aggregate uniformly mixed with hot bituminous material.

- B. Asphalt paving material for Asphalt Drainage Structures shall be D1-PG 70-10, and shall conform to Part 2, Sections 203-6 and 400-4 of the Standard Specifications.

- C. Asphalt concrete for Type A Dike shall be D1-PG 70-10 and shall conform to Section 203-6 and 400-4 of the Standard Specifications.

- D. Tack Coat: Tack Coat shall conform to Section 302-5.4, "Tack Coat" of the Standard Specifications and shall be PG 70-10 paving asphalt, or SS-1h emulsified asphalt applied at the rates as specified.

EXECUTION

- A. The Contractor shall arrange and conduct a pre-job paving meeting no later than 48 hours prior to the scheduled paving date. The General Contractor, the Paving

Subcontractor and County personnel shall attend this meeting. Discussion topics shall include Contractor-proposed: paving machine and asphalt roller equipment spread, methodology for paving pass sequence, paving pass widths, longitudinal joint locations, and traffic control plan implementation and maintenance specific to each paving operation.

- B. Contractor shall remove the existing LLDPE drain where applicable, as shown on the Project Drawings, and salvage material as directed by the County.
- C. The subgrade for all asphalt structures in this project, prepared either by excavation or engineered fill, shall conform to the locations and cross sections as shown on the Project Drawings or as directed by the County. Where the structures are in native cut, the upper six (6) inches of subgrade shall be compacted to a minimum of 90 percent (or as otherwise noted on the Project Drawings) of the maximum density as determined per ASTM D1557. This shall be achieved by scarifying the exposed surface to a depth of six (6) inches and re-compacting. For areas requiring engineered fill, the finished subgrade shall be firm and suitable for placement of asphalt pavement, and shall be compacted to a minimum of 90 percent (or as otherwise noted on the Project Drawings) of the maximum density within the upper one foot, as determined by ASTM D1557.
- D. Prior to pavement application, surface preparation shall consist of cleaning the underlying course of foreign or objectionable matter with power blowers or brooms where necessary. A tack coat shall be applied to the areas receiving pavement in accordance with Section 302-5.4, "Tack Coat" of the Standard Specifications.
- E. Distribution and spreading shall conform to the requirements of Section 302-5.5, "Distribution and Spreading" of the Standard Specifications. All transitions and edges shall be feathered to conform to the existing surface and provide a smooth transition. The Contractor shall install 2"x4" wooden headers using 12"-2"x4" stakes set a maximum of 6-foot on center at all locations where the vertical edges of new asphalt pavement are not in contact with an existing pavement or permanent structures. Wooden headers shall remain in place upon completion of work.
- F. Rolling shall conform to the requirements of Section 302-5.6, "Rolling" of the Standard Specifications. Hand and mechanical tampers will not be permitted for compaction of road way section.
- G. The asphalt pavement for the berm shall be placed on the existing paved asphalt pads and shall conform to the cross sections and locations as shown on the Project Drawings or as directed by the County. Surface preparation shall consist of cleaning the underlying surface of foreign or objectionable matter where necessary. A track coat shall be applied to the areas receiving pavement in accordance with Section 302-5.4,"Tack Coat" of the Standard Specifications.

9.4. MEASUREMENT AND PAYMENT

- A. The measurement of the final quantity for Bid Item No. 6 “Construct 3-Inch Thick Asphalt Drainage Structures” shall be based on the pertinent details required by the Contract Documents as verified by the County through field measurements of these structures. Payment for 3-Inch Thick Asphalt Drainage Structures shall be at the contract unit price per square foot, as stated in the Contractor’s Proposal, Bid Item No. 6. Each and every Asphalt Concrete load ticket shall be delivered to the County by truck drivers at the point of delivery.

- B. The measurement of the final quantity for Bid Item No. 7 “Construct 4-Inch Thick Asphalt Drainage Structures” shall be based on the pertinent details required by the Contract Documents as verified by the County through field measurements of these structures. Payment for 4-Inch Thick Asphalt Drainage Structures shall be at the contract unit price per square foot, as stated in the Contractor’s Proposal, Bid Item No. 7. Each and every Asphalt Concrete load ticket shall be delivered to the County by truck drivers at the point of delivery.

- C. The measurement of the final quantity for Bid Item No. 8 “Construct 6-inch Cal-Trans Type A Dike” shall be based on the pertinent details required by the Contract Documents as verified by the County through field measurements of this structure. Payment for 6-inch Cal-Trans Type A Dike shall be at the contract unit price per linear foot, as stated in the Contractor’s Proposal, Bid Item No. 8. Each and every Asphalt Concrete load ticket shall be delivered to the County by truck drivers at the point of delivery.

- D. Payment quantities for all Asphalt Concrete Structures shall be based upon the specified limits and dimensions on the Project Drawings, adjusted by the amount of any change ordered by the County. Payment for all Asphalt Concrete Structures shall include subgrade preparation and removing existing LLDPE drain where applicable as specified in the Contract Documents and indicated in the Project Drawings. No payment will be made for any asphalt placed outside the specified limits and dimensions unless otherwise ordered in writing by the County. Payment shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work related to and involved in constructing the Asphalt Structures completed in place.

END OF SECTION

SECTION 10) SOIL CEMENT ROADWAY (*Badlands & Lamb Canyon*)

10.1. GENERAL

The work covered by this Section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the construction and installation of Soil Cement Roadway. The work shall include subgrade preparation and construction of the Soil Cement Roadway at the locations shown on the Project Drawings or as directed by the County.

10.2. MATERIALS

- A. Portland cement shall be Type II or V conforming to the requirements of Section 201-1.2.1 "Portland Cement" of the Standard Specifications for Public Works Construction. Pozzalone material shall not be substituted for portland cement.
- B. Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Water shall be tested in accordance with and shall conform to the requirements as described in the Standard Specifications 201-1.2.3. Water known to be of potable quality may be used without testing.
- C. The soil for this work shall consist of materials on the site or imported and shall be free of roots, sod, weeds, wood, construction debris, and stones larger than 2-1/2 inches (60 mm).

10.3. EXECUTION

- A. The subgrade for all soil-cement structures in this project shall conform to the locations and cross sections as shown on the Project Drawings or as directed by the County. The finished subgrade shall be firm, stable and suitable for placement of soil cement pavement, and shall be compacted to a minimum of 95 percent of the maximum density within the upper one foot, as determined by ASTM D1557.
- B. On the onset of construction the QA/QC Consultant will create 3 sets of three (3) test soil cement cylinders at cement concentrations of 6%, 7%, and 8%. The test cylinders shall be tested at 7 days for unconfined compressive strength by the QA/QC Consultant. The results of the tested cylinders will be submitted by the QA/QC to the County for review. The County will then determine the final cement content of the Soil-Cement.
- C. Prior to beginning any cement treatment, the existing road grade shall be shaped to conform to the typical sections, lines, and grades as shown on the plans. Bulking of the road grade resulting from the stabilization process should be considered.
- D. Cement shall be applied at a rate of not less than 6% percent based on the in-place dry unit weight of soil and for the depth of road grade treatment shown on the

plans. For estimating purposes, an in-place dry unit weight of soil of 125 pounds per cubic foot should be used. The County reserves the right to modify the values of both the cement percentage value and the in-place dry unit weight of soil.

- E. The cement content shall vary no more than 0.5 percent under and not more than 1.0 percent over the specified cement content (example: tolerance on spread rate of 4.0% is 3.5% to 5.0%). However, the moving average of the rate of cement content tests/inspections shall not be less than the specified cement content. The Engineer reserves the right to increase the rate of application of cement from the specified rates during the progress of construction as necessary to maintain the desired characteristic of the cement treated soil.
- F. Cement shall be distributed with a non-pressurized mechanical vane-feed spreader capable of spreading the cement at not less than 5.6 lbs per square yard per inch. The County reserves the right to modify the distribution rate. Cement shall not be spread upon prepared grade more than 2 hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread cement until the mixing operation is completed.
- G. Mixing of the soil, cement, and water shall be done with a four-wheel drive rotary mixer (CMI RS-650B, CAT 500 or equivalent). The mixing machine shall have equipment provisions for introducing water at the time of mixing through a metering device.
- H. The full depth of the cement treated road grade shall be mixed a minimum of two times with the approved mixing machine. If necessary, one of the two mixes shall be done while introducing water into the soil through the metering device on the mixer. Water shall be added during mixing to provide a moisture content not less than 1 percentage point below nor more than three percentage points above (-1 to +3 of OMC) the optimum moisture of the cement treated soil to ensure chemical action of the cement and soil.
- I. Soil-cement structures shall be uniform in color and texture. The County will direct the Contractor to remove and replace soil cement structures bearing a streaked appearance.
- J. To ensure a uniformly treated section, any material/soil around environmental monitoring appurtenances or in corners, must have that material/soil pulled out at the depth of treatment where it is accessible to be mixed with the reagent. After that material is mixed with the reagent, it will be placed back and compacted.
- K. The Contractor shall regulate the sequencing of the cement treatment such that final compaction of the cement treated soil to the specified density shall be completed within 2 1/2 hours after the initial application of water during the mixing operation.

- L. Compaction shall commence within 30 minutes after the mixture has been completed and placed on grade.
- M. Compaction shall proceed continuously until completed.
- N. Initial compaction shall be by means of steel padfoot rollers. Final compaction shall be by means of steel drum rollers. Areas inaccessible to rollers shall be compacted to the required compaction by other means satisfactory to the Engineer.
- O. The mixture shall be spread and compacted in two (2) six-inch (6") lifts.
- P. The field dry density of the compacted cement treated soil shall be at least 95 percent of the maximum dry density of the in-place material as determined in accordance with ASTM D 1557.
- Q. Should the cement treated road grade yield under the weight of the compaction equipment, compaction effort will cease in an effort not to compromise the section; in this case, the maximum achievable field density will be accepted or an alternate remedial plan will be proposed by the Engineer.
- R. After the final layer of cement treated road grade has been compacted, it shall be brought to the required lines and grades in accordance with the typical section. The completed section shall then be finished by rolling with a pneumatic or other suitable roller approved by the Engineer.
- S. The completed cement treated grade shall be cured by use of a bituminous, asphaltic emulsion curing seal per 301-3.1.9. The seal rate application shall be maintained between .1 to .15 gallons per square yard. The curing seal shall be of a slow setting and will be applied the day when finish rolling has been completed.
- T. If a soil-cement structure requires repair, it shall be repaired by removing and replacing the entire depth of the affected layers in the damaged area. Feathering will not be permitted for repair of low areas.
- U. No cement or soil-cement mixture shall be spread when the aggregate or grade is frozen or when the air temperature is less than 40°F in the shade. The finished soil-cement shall be protected against freezing.

10.4. MEASUREMENT AND PAYMENT

- A. The measurement of the final quantity for Bid Item No. 9 "Soil-Cement Roadway" shall be determined by the County based on field measurements of the installed surface area of soil-cement as shown on the Project Drawings. Payment for the construction of soil cement shall be at the unit price per square foot, as stated in the Contractor's Bid Item No. 9. If an increase in cement percentage is

required to meet County's requirements a \$.10 cost per square foot per percent increase may be applied to the cost. Payment for soil-cement shall be based on the pertinent details required by the Contract Documents as verified by the County through field measurements of completed in-place soil-cement roads, and shall include all the supply and installation of the soil-cement material as specified and required by the Contract Documents.

END OF SECTION

SECTION 11) RIPRAP DOWNDRAIN IMPROVEMENTS (*Lamb Canyon*)

11.1. GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the construction of Improvements of Rip-Rap Downdrain Improvements which shall include, but is not limited to: supply and placement of shotcrete material, placement of County supplied K-Rail Barriers, and backfill and compaction of native soil material. The work shall include subgrade preparation as required and proper equipment to safely install the K-Rail Barriers at the locations shown on the Project Drawings and as required by the Contract Document and as directed by the County.

11.2. SUBMITTALS

A. Mix design and certifications:

The Contractor shall submit a mix design and certifications to the County for review and acceptance at least one (1) week prior to beginning placement of concrete for each mix design incorporated for use in this project.

B. Concrete delivery load tickets:

Each and every concrete load ticket shall be delivered to the County by truck drivers at the point of delivery. The mix plant shall supply delivery ticket for each batch of concrete. The Contractor shall submit delivery tickets to the County. Delivery tickets shall show following: .

Name of ready-mix batch plant

Serial number

Date and truck number

Name of Contractor

Name and location of job

Specific classes or designation of concrete in conformance with that required in job specification

Amount of concrete

Time loaded

Type, name, and amount of admixtures used

Amount and type of cement

Total water content

Water added by receiver of concrete with his or her signature initials

11.3. MATERIALS

SHOTCRETE

- A. Shotcrete materials shall be of primary quality and of domestic manufacture and shall conform to Section 201, "Concrete, Mortar and Related Materials" requirements of the Standard Specifications.
 - i. Portland cement, fine aggregates, admixtures, and water shall be in accordance with Section 15.3.1 of this specification.
 - ii. Compressive Strength - Concrete mix classification shall be Class 650-D-3250 and shall be air-placed in conformance with Part 3, Section 303-2, Method B (Shotcrete) of the Standard Specifications.
 - iii. Shotcrete shall consist of concrete or mortar pneumatically applied onto surface. Shotcrete shall be applied by the wet-mix (shotcrete) process and the Contractor, subject to County approval, may have the option to cast-in-place structural concrete in accordance with this specification in lieu of shotcrete. The substitution of shotcrete for cast-in-place structural concrete will not warrant additional compensation.
 - iv. K-Rail Barriers shall consist of interconnected precast concrete barrier units, and shall be supplied by the County and installed by the Contractor at the locations and in conformance with the details shown on the Project Drawings and as required by the Contract Documents.

11.4. EXECUTION

- A. The Contractor shall prepare the area by first removing any loose material, litter, or debris from the erosion damaged sides of the existing rip-rap down drain.
- B. Shotcrete shall be applied to the prepared subgrade in the amounts needed to create a finished surface 1-foot below the top edge of the in-place riprap down drain.
- C. The Contractor will be allowed to form the shotcrete, embed objects, or otherwise specially prepare the surface as needed in order to facilitate the placement and retention of the k-rail Barriers on the sloped finished surface, subject to approval by the County.
- D. K-rail barriers shall be installed in accordance with the details shown on the Project Drawings
- E. The Contractor shall set the k-rail barrier on firm, stable surface in order to provide a uniform bearing throughout the entire length of the railing.

- F. Abutting ends of the k-rail barrier shall be placed and maintained in alignment without substantial offset to each other. The units shall be positioned straight on tangent alignment and on a true arc on curved alignment.
- G. The completed k-rail barrier units shall present a smooth uniform appearance in their final position, conforming closely to the horizontal and vertical lines shown on the Project Drawings and as directed by the County.
- H. After the k-rail barriers have been installed, the Contractor shall apply shotcrete to completely fill all void spaces between the existing rip-rap down drain and the k-rails. The finished surface of the shotcrete shall be sloped to direct water back into the rip-rap down drain.
- I. The back sides of the k-rail barriers (opposite of the rip-rap drain) shall be backfilled with native soil to match the surrounding grades and compacted to 90% relative compaction. Subject to County approval, the Contractor may have the option to backfill with shotcrete in lieu of soil. The substitution of shotcrete for soil shall be for the Contractors convenience and will not warrant additional compensation.

11.5. MEASUREMENT AND PAYMENT

- A. The measurement of the final quantity for Bid Item No. 10 “Riprap Downdrain Improvements” shall be determined by the County based upon the lump sum amount as stated in the Contractor’s Proposal. Payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Improvements to the Rip-Rap Downdrain Improvements completed in place.

END OF SECTION

SECTION 12) AGGREGATE BASE ROADWAY (*Lamb Canyon*)

12.1. GENERAL

The work covered by this Section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the construction and installation of the Aggregate Base Roadway. The work shall include subgrade preparation and construction of the Aggregate Base Roadway at the locations shown on the Project Drawings or as directed by the County.

12.2. SUBMITTALS

- A. The Contractor shall submit Certificates of Compliance for class II and aggregate base materials used in this project. The certificates shall be signed by the manufacturer of the materials and shall state that materials involved shall comply in all respects with the requirements of these specifications.

- B. The Contractor shall submit to the County gradation test reports before delivery of aggregate base materials to the project site. The Contractor shall obtain the County's approval of the aggregate base material and material source in advance of the use of such materials in the work.

12.3. MATERIALS

- A. Material for the Class II Aggregate Base shall conform to the following gradation:

Sieve Size	Percentage Passing Sieve
1 inch	100
No. 4	35-60
No. 30	10-30
No. 200	2-9

- B. Material for the Crushed Aggregate Base shall consist entirely of crushed rock greater than 3 inches in size but smaller than 6 inches.

12.4. EXECUTION

- A. Subgrade preparation and base placement operations (adding water, spreading and compacting) shall be performed in accordance to Section 26 of the State Standard Specifications.

- B. Subgrade for Class II and Crushed Aggregate Base shall be compacted to a minimum of 90 percent relative compaction (or as otherwise noted on the Project Drawings) as determined by ASTM D1557.

- C. Subgrade and finished road surface within the grading limits shall be graded to ensure positive drainage towards the drainage structures as shown on the Project Drawings.

12.5. MEASUREMENT & PAYMENT

Measurement and Payment for 3-inch Thick Class II Base over 6-inch Thick Aggregate Base roadway, including, but not limited to; overexcavation, subgrade preparation, supply and place 3-inch thick Class II Base, supply and place 6-inch thick Crushed Aggregate Base, compaction, and finish grading shall be made after County acceptance, at the unit price per square foot (true area including slope surface area) as stated in the Contractor's proposal Bid Item No. 11 – "Aggregate Base Roadway".

END OF SECTION

SECTION 13) POLYETHYLENE DRAINAGE CHANNEL (*Lamb Canyon*)

13.1. GENERAL

- A. The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for the construction of 20-mil Polyethylene Drainage Channel. The work shall include but not be limited to: remove existing LDPE channel, subgrade preparation, construct new 20-mil LDPE channel to the elevations, lines and grades and at the locations shown on the Project Drawings or as directed by the County. This work shall also include any cut or backfill necessary to achieve finished elevations adjacent to the structures once construction of LDPE channel is complete.

13.2. SUBMITTALS

- A. Prior to delivery of materials, the Contractor shall submit product data sheet, engineered drawings, material specifications and manufacturer's application instructions for all materials to the County for approval. The Contractor shall submit written certification by the low-density polyethylene (LLDPE) Manufacturer that the LLDPE material conforms to the requirements of the Contract Documents.

13.3. MATERIALS

- A. Membrane drain shall consist of a flexible LLDPE. Membrane shall contain a minimum carbon black content of two (2) percent and manufactured from virgin resins, containing no plasticizers. The material shall have or exceed the following Minimum Average Roll Values (MARV):

PROPERTY	TEST METHOD	UNITS	MIMIMUM ROLL AVERAGES	TYPICAL ROLL AVERAGES
Thickness	ASTM D5199	Mils	20	21
Density	ASTM D1505	g/cm ³	.939 max	.939 max
1" strip tensile	ASTM D638	Lbf.	76	104
Tensile elongation	ASTM D638	%	800	875
Hydrostatic Resistance	ASTM D751	psi.	118	122
Puncture Resistance	ASTM D4833	Lbf.	30	44
Tear Resistance	ASTM D1004	Lbf.	11	14
Carbon Black	ASTM D1603	%	2.0	2.5
Bonded Seam Strength	ASTM D4545*	Lbf/inch	40	45
Seam Peel Adhesion	ASTM D4545*	Lbf/inch	30	36

*Seam testing performed at 12" per minute

- B. LLDPE material shall be free from holes, pin holes, bubbles, blisters, excessive gels, undispersed resins and/or carbon black, or other contaminants. LLDPE material shall be supplied in panels which shall be of size to provide no field seams parallel to the flow direction of the drainage channels. Factory seams shall be thermal sealed with a minimum seam width of 1 ½ inch. Labels on panels shall identify the thickness, length, width, lot, panel numbers, and name of manufacturer. Membrane shall be Rufco 2000B as manufactured by Raven Industries or approved equal.
- C. Onsite soils for repair of damaged subgrade and preparation of new subgrade shall be procured from screened one-inch minus earthen material through the onsite County representative.

13.4. EXECUTION

A. STORAGE AND HANDLING

1. The LLDPE panels shall be accordion folded and rolled on a cardboard core. Rolled panels shall be wrapped in a protective layer for shipment. LLDPE shall be shipped, stored and handled in accordance with the manufacturer's recommendations and as stated in the Contract Documents. Contractor shall be completely responsible for shipping, storage and handling of all LLDPE material. The LLDPE shall be delivered to the site only after the County receives and approves the required submittals.
2. The LLDPE material delivered to the site shall be inspected for damage and unloaded and stored with minimal handling. Damaged rolls shall be separated from undamaged rolls until proper disposition of material is determined by the County. The County will be the final authority on the determination of damage. No hooks, tongs, or other sharp tools or instruments shall be used for handling the LLDPE material. Contractor shall use cloth chokers and spreader bars for loading and unloading and spreader bars and roll bars for deployment. The LLDPE rolls shall not be dragged along the ground.
3. The LLDPE material shall be protected from storm water, sun, soil, mud, dirt, debris, puncture, cutting, or other damaging or deleterious conditions.
4. All damaged surfaces resulting from abuse of any kind caused by the Contractor in performance of the work shall be repaired at the Contractor's expense.

B. INSTALLATION

1. Contractor shall remove the existing 20-mil LLDPE drain from the drainage bench and salvage material as directed by the County.

2. The subgrade for LLDPE Drainage Structures shall conform to the locations and cross sections as shown on the Project Drawings or as directed by the County.
3. Contractor shall repair the erosion damage along the entire drainage bench using Protective Cover Soil (PCS) that is stockpiled at the designated location shown on the Project Drawings. The PCS shall be placed in 12-inch thick lifts to achieve a thickness of at least 24 inches after grading and applying reasonable compaction efforts as directed by the County and as specified on the Project Drawings. Wheeled equipment shall operate on no less than two feet (2') of PCS.
4. Only low ground pressure type compaction equipment shall be used, operating on no less than twelve inches (12") of soil cover above any geosynthetics. The protective soil layer on the benches shall be placed, graded, and compacted to 85% relative compaction. Compaction of the protective layer on the drainage bench shall be achieved by track walking over the entire surface.
5. The minimum thickness of the protective soil layer over the composite liner system shall be 2 feet thick. If damage occurs to the geotextile, FML, or GCL during the spreading or compaction operation, the protective soil layer material shall be removed from the damaged area and the damaged liner layer(s) shall be repaired by the Contractor at no additional cost to the County. In this case, the County will provide the repair work plan and procedures to the Contractor for execution.
6. LLDPE seams perpendicular to the flow directions shall be lap fusion welded using single or double wedge welder to create a watertight seal. Edges overlapping LLDPE material shall be fusion welded or other method approved by the County to provide a watertight connection. Field seams parallel to the direction of flow in the drainage channel are not allowed.
7. Contractor shall secure edges of the LLDPE material in trenches as shown in details on the Project Drawings. Unsecure edges along the existing liner slope shall be placed underneath the existing 8-mil protective membrane layer with a minimum overlap distance of three (3) feet vertically up the slope and held down with the existing sandbag ropes as shown in the Project Drawings.

13.5. MEASUREMENT AND PAYMENT

- A. The measurement of the final quantity for Bid Item No. 12 "Polyethylene Drainage Channel" shall be determined by the County based on field measurements of the square footage (true area including slope surface area) of 20-mil LLDPE drainage structure constructed at the locations and to the dimensions shown on the Project Drawings. Payment for the removal of existing drain, preparation of subgrade along drainage bench, and construction of 20-mil LLDPE drainage structure shall be at the contract unit price per square foot as stated in the Contractor's Proposal, Bid Item No. 12. Payment quantities for all LDPE drainage

structure shall be based upon the specified limits and dimensions on the Project Drawings, adjusted by the amount of any change ordered by the County. Payment for all LDPE drainage structures shall include, but not limited to, transporting PCS material from the designated stockpile to the drainage bench, subgrade preparation with PCS material, supply and install 20-mil LLDPE, fusion welding field seams, and anchor trenches, as specified in the Contract Documents and indicated in the Project Drawings. No payment will be made for any 20-mil LLDPE material placed outside the specified limits and dimensions unless otherwise ordered in writing by the County. Payment shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work related to and involved in constructing the Polyethylene Drainage Channel completed in place.

END OF SECTION

SECTION 14) GABION BASKETS (*Lamb Canyon*)

14.1. GENERAL

The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the installation of gabion baskets at the locations indicated on the Project Drawings or as directed by the County..

14.2. SUBMITTALS

- A. Prior to delivery of materials, the Contractor shall submit product data sheet, engineered drawings, material specifications and manufacturer's application instructions for all materials to the County for approval. Contractor shall submit certified results of sieve analysis for the proposed rock material.

14.3. MATERIALS

- A. Gabion baskets shall be a minimum of 11 gauge (0.118 in.) galvanized steel wire, fabricated into hexagonal triple-twist mesh openings no larger than 3" x 3". Baskets shall be 3' high x 3' wide x 6' in length. Selvedge/spiral binder wire running through all edges shall be a minimum of 9 gauge (0.148 in.) galvanized steel wire.
- B. Lacing, tie, and connecting wire shall be a minimum 13 ½ gauge (0.087 in.) galvanized steel wire.
- C. All gabion basket wire shall conform to ASTM A510, grade number 1006 through 1020. Wire shall have a minimum tensile strength of 60,000 psi and a class 3 coating conforming to ASTM A641. Galvanized coating shall be applied by the hot-dip process in accordance with ASTM A385 and A386.
- D. Gabion baskets shall be manufactured with all components mechanically connected at the production facility
- E. Rock material to fill gabion baskets shall be Crushed Aggregate Base consisting entirely of crushed rock greater than 3 inches in size but smaller than 6 inches.

14.4. EXECUTION

- A. Gabion baskets shall be placed on concrete strip footings as shown on the Project Drawings. Gabions shall be securely tied to each adjoining basket with lacing wire along the vertical reinforced edges and the top selvedges/spiral binder. Gabion baskets shall be installed in accordance with the California Department of Transportation (Caltrans) Standard Drawings D100A and D100B.
- B. The gabion baskets shall be carefully filled with rock, by either hand or machine placement to ensure alignment, avoid bulges, and provide a compact mass with a

minimum of voids. Machine placement may have to be supplemented with hand work to ensure a neat, compact, square appearance. Cells in rows shall be filled in stages such that the depth of rock placed in any cell does not exceed the depth in an adjoining cell by more than one (1) foot. The Contractor shall place rocks sizes 5 -6 inches in diameter around the perimeter inside the gabion baskets, whereas rocks sizes 3 to 4-inches shall be placed in the core of the gabion baskets. If 3 -4 inches rocks are showing on the visible faces of the gabion baskets, the Contractor shall rod them into the core of the gabion baskets.

14.5. MEASUREMENT AND PAYMENT

- A. The measurement of the final quantity for Bid Item No. 13 "Gabion Baskets" shall be determined by the County based upon the specified number of units installed at the locations and in conformance with the details shown on the Project Drawings and as required by the Contract Documents. Payment for all gabion baskets and related work shall be at the contract unit price for each individual 3'x3'x6' basket installed as stated in the Contractor's Proposal, Bid Item No. 13 and no additional compensation will be allowed. Payments shall constitute full compensation to the Contractor for all work related to the construction of gabion baskets in the project including but not limited to: furnishing all labor, materials, tools, equipment, galvanized wire baskets, lacing wire, rock, fasteners, hardware, connections and incidentals as specified in the Contract Documents and indicated in the Project Drawings.

END OF SECTION

SECTION 15) FIBER ROLLS (*Lamb Canyon*)

15.1. GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for the construction of fiber rolls at locations shown on the Project Drawings or as directed by the County.

15.2. SUBMITTALS

The Contractor shall submit product data sheet, and manufacturer's application instructions for all materials to the County for approval.

15.3. MATERIALS

- A. Fiber roll shall be a manufactured roll of rice or wheat straw, wood excelsior, or coconut fiber encapsulated within a photodegradable plastic or biodegradable jute, sisal, or coir fiber netting. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the roll. Rolls shall be between 0.6 feet and 1 foot in diameter. Rolls between 0.6 feet and 0.8 feet in diameter shall have a minimum weight of 1.17lb/ft and a minimum length of 18 feet. Rolls between 0.8 feet and 1 foot in diameter shall have a minimum weight of 3.3lb/ft and a minimum length of 9 feet.
- B. Wood stakes shall be a minimum of ¾" x ¾" x 24" in size and shall be untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots and other defects which would render them unfit for the purpose intended

15.4. EXECUTION

Fiber rolls shall be installed as follows:

- A. Furrows shall be constructed to a depth between 2" and 4", and to a sufficient width to hold the fiber roll. Stakes shall be installed 2 feet apart along the length of the fiber rolls and stopped at 1 foot from each end of the rolls. Stakes shall be driven to a maximum of 2" above, or flush with the top of the rolls.
- B. The bedding area for the fiber rolls shall be cleared of obstructions including rocks, clods and debris greater than 1" in diameter before installation.
- C. Fiber rolls shall be placed along the edges of drainage structures and class II base roadway as shown on the Project Drawings.
- D. Fiber rolls shall be installed before application of other erosion control or soil stabilization materials in the same area.

15.5. MEASUREMENT AND PAYMENT

- A. The measurements of the final quantity for Bid Item 14 "Fiber Rolls" shall be determined by the County based on field measurements of the axial length (linear feet) of fiber rolls installed at the locations and to the dimensions shown on the Project Drawings. Joining and overlapping of rolls will not be measured, and the roll will be measured as a single installed roll. Payment for the fiber rolls shall be at the contract unit price per linear foot as stated in the Contractor's Proposal, Bid Item No. 14 and shall constitute full compensation to the Contractor for all work related to the supply and installation of fiber rolls in the project including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; excavating, hauling, loading, stake anchors, and any other requirements by the Contract Documents for the supply and installation of fiber rolls.

END OF SECTION

SECTION 16) SILT FENCE (*Lamb Canyon*)

16.1. GENERAL

The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the installation of High-Density Polyethylene (HDPE) silt fence at the locations indicated on the Project Drawings or as directed by the County.

16.2. SUBMITTALS

The Contractor shall submit product data sheet, and manufacturer's application instructions for all materials to the County for approval.

16.3. MATERIALS

- A. The HDPE silt fence shall consist of an HDPE outer jacket with an integrated particle filter. HDPE silt fence shall be a minimum of 20" in height and come in sections of 7-feet in length. The HDPE silt fence shall be S-Fence, SF20, as manufactured by ERTEC Environmental Systems or approved equal.
- B. Wood stakes shall be a minimum of 1" x 2" x 36" in size and shall be untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots and other defects which would render them unfit for the purpose intended.

16.4. EXECUTION

HDPE Silt Fence shall be installed as follows:

- A. Contractor shall furnish and install the HDPE Silt fence in strict conformance with the manufacturer's instructions.
- B. Contractor shall excavate anchor trenches in accordance with the Project Drawings and as specified in the manufacturer's instructions.
- C. Contractor shall install the HDPE silt fence in slot against the downstream side of the trench wall and backfilled to grade level.
- D. Contractor shall provide a minimum of 4-inch overlap between adjacent HDPE silt fence sections. Wooden stakes shall be installed on the downstream side of each overlap. Additional stakes shall be installed at the middle of each section. Contractor shall use 1" drywall screws to attach the silt fence to the wooden stakes.
- E. HDPE silt fence shall be placed along the edges of drainage structures as shown on the Project Drawings.

16.5. MEASUREMENT AND PAYMENT

- A. The measurements of the final quantity for Bid Item 15 "Silt Fence" shall be determined by the County based on field measurements of the axial length (linear feet) of silt fence installed at the locations and to the dimensions shown on the Project Drawings. Joining and overlapping of HDPE silt fence sections will not be measured. Payment for the HDPE silt fence shall be at the contract unit price per linear foot as stated in the Contractor's Proposal, Bid Item No. 15 and shall constitute full compensation to the Contractor for all work related to the supply and installation of HDPE silt fence in the project including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; excavating, hauling, loading, wooden stake anchors and screws, and any other requirements by the Contract Documents for the supply and installation of HDPE silt fence.

END OF SECTION

SECTION 17) WEED ABATEMENT (*Lamb Canyon, Double Butte, Corona, and Beaumont*)

17.1. GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for mowing vegetation within designated areas at the Lamb Canyon, Double Butte, Corona and Beaumont landfill sites in western Riverside County as shown on the Project Drawings or as directed by the County.

17.2. EQUIPMENT

- A. Compact Track Loader (CAT, Bobcat, etc.) with mower attachment, New Holland-type Tractor with mower deck attachment, or equal approved by the County.
- B. Water truck (2,500 – 4,000-gallon) for dust control/fire safety.

17.3. EXECUTION

- A. Due to County reporting deadlines for Integrated Surface Monitoring, Contractor shall commence Weed Abatement work within five calendar days of receiving the Notice to Proceed from the County. Contractor shall complete weed abatement work for the Corona Landfill followed by the Double Butte landfill before commencing this work at the Lamb Canyon and Beaumont sites. Contractor shall complete abatement work at Corona, Beaumont and Double Butte prior to September 15, 2014. To this end, Contractor shall multiple manpower/equipment spreads to accomplish simultaneous abatement work at these sites as necessary to meet the aforementioned deadline.
- B. Contractor shall perform weed abatement work only within the areas designated on the Project Maps provided for each site.
- C. Mowing height shall be two (2) inch maximum. Mowing equipment shall travel no closer than ten (10) feet from any above-ground appurtenance such as wells, gas lines, vaults, drainage structures, etc.
- D. No discing shall be permitted.
- E. Contractor shall provide fire prevention/dust control/safety plan specific to mowing/weed abatement shall be reviewed and accepted by the County prior to commencement of work. Plan shall discuss fire suppression equipment; i.e. water truck and/or number of working extinguishers to be maintained onsite, minimum # of employees onsite, suppression methods, onsite communications, etc. South Coast Air Quality Management District Rule 403 Fugitive Dust regulations shall be adhered to during all mowing operations.

- F. Contractor shall notify the County at least 48 hours prior to mobilizing abatement equipment to each site so that the County representative may meet the Contractor onsite to point out Do Not Enter zones, confirm mowing area limits, etc.

17.4. MEASUREMENT AND PAYMENT

- A. County topographical mapping for each designated area to receive weed abatement shown in the Project Drawings shall be used for determining payment area once Weed Abatement has been completed to the satisfaction of the County.
- B. Payment for Weed Abatement shall be at the contract unit price per acre as stated in Bid Item No. 16 and shall constitute full compensation to the Contractor for all work related to Weed Abatement including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; providing dust control, and abatement. All other work required by the Contract Documents to complete the Weed Abatement shall be considered incidental to the work and will not be paid for separately.

END OF SECTION

SECTION 18) LANDFILL BENCH RE-GRADING AND BERM INSTALLATION (*Highgrove*)

18.1. GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for re-grading work and berm installation along designated landfill bench areas on the Highgrove Landfill as defined below, shown on the Project Drawings, and as directed by the County.

18.2. MATERIALS

- A. Existing vegetation, donkey manure, or other deleterious or unsuitable materials within the Landfill Bench Grading limits shall be relocated to a location(s) designated by the County prior commencing re-grading work.

18.3. EXECUTION

- A. Contractor shall commence Landfill Bench Re-Grading and Berm Installation work within five (5) calendar days of receiving the Notice to Proceed from the County. Contractor shall complete this work within the first five (5) Contract Working Days of this project.
- B. This work may include dozing and grading in-place earthen materials using standard earthmoving equipment within the areas designated on the Project Drawings. This work shall optimize longitudinal and transverse fall with these bench areas for drainage purposes as provided in the Project Drawings and as directed by the onsite County representative.
- C. Earthen Berm: Materials, Installation, and Measurement & Payment – see Special Provisions Section 5 (Earthen Berm).
- D. Contractor shall provide moisture conditioning and dust control applications throughout the duration of this work. Dust Control provided by the Contractor shall adhere to South Coast Air Quality Management District Rule 403 Fugitive Dust regulations throughout this re-grading operation. When present, in-place hardscape drainage swales located along the toe of bench shall be utilized for grade control.
- E. Contractor shall notify the County at least 48 hours prior to mobilizing for Landfill Bench Re-Grading work in order for the County project representative to point out Do Not Enter zones, confirm work area limits, access roads, etc, and discuss aspects of the work with the Contractor.

18.4. MEASUREMENT AND PAYMENT

- A. The measurement of the final quantity for Bid Item No. 17 “Landfill Bench Re-Grading” shall be based on the pertinent details required by the Contract Documents as verified by the County through field measurements of these areas.

Payment for Landfill Bench Re-Grading shall be at the contract unit price per linear foot, as stated in the Contractor's Proposal.

- B. Payment quantities for all Landfill Bench Re-Grading shall be based upon the specified limits and dimensions on the Project Drawings, adjusted by the amount of any change ordered by the County. Payment for all Landfill Bench Re-Grading shall include subgrade preparation as specified in the Contract Documents and indicated in the Project Drawings. No payment will be made for any Landfill Bench Re-Grading performed outside the specified limits and dimensions unless otherwise ordered in writing by the County. Payment shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work related to and involved in Landfill Bench Re-Grading completed in place.

END OF SECTION

SECTION 19) NEW RIP-RAP DRAINAGE STRUCTURE (*Lamb Canyon*)

19.1. GENERAL

The work covered by this section shall consist of furnishing all necessary labor, materials, tools, equipment, facilities, transportation, services, coordination, supervision, and all other items necessary for the construction of new rip-rap drainage structures to the elevations, lines and grades, and at the locations shown on the Project Drawings or as directed by the County

19.2. SUBMITTALS

- A. Prior to delivery of materials, the Contractor shall submit rock supplier gradation results and ready-mix grout supplier mix design to the County for approval.

19.3. MATERIALS

- A. Stone shall be approved durable broken stone quarry run, and of such quality that it will not disintegrate on exposure to water or weathering and free from structural fractures and defects, and shall not contain shale, unsound sandstone, or other materials which will readily disintegrate.
- B. The rip rap shall be composed of a well-graded mixture of rocks. The gradation of rocks shall conform with the Table 200-1.6(A) of the Standard Specifications as follows:

Rock Size	500lb. (225 kg) Class	375lb. (170 kg) Class	Light (90 kg) Class	Facing (35 kg) Class
500 lbs.	50%- 100%	10%-50%	0-5%	-

- C. Unless otherwise indicated, the minimum thickness of the rip rap stones shall be eighteen (18) inches. Neither breadth nor thickness of any stone shall be less than one-third of its length. The rock shall be sized so as to permit its interlocking.
- D. When grouting is required, ready-mixed grout shall conform to Section 202-1.5.2 of the Standard Specifications.

19.4. EXECUTION

- A. Contractor shall repair the severe erosion damage along the rip-rap drainage alignment. The subgrade for rip rap lining shall be prepared by either cutting or filling to the lines, grades and cross sections shown on the Project Drawings or as directed by the County. The subgrade shall be prepared to the specified grades, compacted to 90% relative compaction (or as otherwise noted on the Project

Drawings), contain no loose material, and be subject to the approval of the County.

- B. The rip rap stones shall be placed to the full thickness as shown on the Project Drawings in a single operation. In placing the riprap stones, the Contractor shall take adequate precautions to avoid displacement of underlying bedding material. The Contractor may move and place individual stones as necessary to obtain a reasonably well-graded distribution. The finish riprap lining shall be free of pockets of small stones or clusters of larger rocks and shall be approved by the County.
- C. The construction method of the grouted rip rap structures shall be performed in accordance to Section 72-5 of the State Standard Specifications, Method B placement.

19.5. MEASUREMENT AND PAYMENT

- A. The measurement of the final quantity for Bid Item No. 18 "New Rip-Rap Drainage Structure" shall be determined by the County by measuring the surface area within the limits specified in the Contract Documents. Measurement shall be determined after the Grouted Rip-Rap structure has been installed, tested, and verified by the County. The final surface shall be verified by the County based on conventional ground surveying method. Quantity shall be calculated to the nearest square foot of the true rip rap surface area utilizing digital terrain modeling methods. Payment for the new rip-rap drainage structure shall be at the contract unit price per square feet as stated in the Contractor's Proposal, Bid Item No. 18 and shall constitute full compensation to the Contractor for all work related to the construction of Grouted rip-rap structures in the project including but not limited to: furnishing all labor, materials, tools, equipment, repair of erosion damage along drain alignment, subgrade preparation, and incidentals, and for doing all the work involved in constructing the new rip-rap drainage structure, complete in place, as shown on the Project Drawings or as directed by the County. Payment for the new rip-rap drainage structure shall include subgrade preparation as specified in the Contract Documents and indicated in the Project Drawings.

END OF SECTION

SECTION 20) GREENWASTE APPLICATION OVER SLOPES (*Badlands & Lamb Canyon*)

20.1. GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools and supervision for the spreading of Processed Green Waste materials within designated areas at the Badlands and Lamb Canyon landfill sites in western Riverside County as shown on the Project Drawings or as directed by the County.

20.2. MATERIALS

A. Processed Green Waste is defined as green waste material which has been ground so that the maximum dimension in any direction is six (6) inches or less. Processed Green Waste shall be composed of green waste material only, free of refuse, and contaminants as solely determined by the Department. Processed Green Waste shall be procured only from in-County sources.

20.3. EXECUTION

- A. The County shall have clean Processed Green Waste materials delivered to each landfill in which Contractor spreading work shall occur. The Contractor shall provide the equipment and manpower to evenly spread Processed Green Waste materials in a safe and efficient manner as determined by the County.
- B. The County shall have Processed Green Waste delivered along access benches, decks and bottoms of slope in quantity, location and frequency agreed upon by County and Contractor.
- C. Processed Green Waste material shall not be placed or spread over gravel roads or benches, or on hardscape (concrete or asphalt) structures. Any material placed within these areas shall be removed by the Contractor.
- D. Contractor shall ensure that three (3) to six (6) inches of Green Waste material covers designated areas shown on the Project Drawings for each landfill.
- E. Green Waste material shall be spread by use of a manure spreader or similar type of equipment as approved in advance by the County. In no case shall the depth of spread Green Waste material be less than three (3) inches or greater than six (6) inches in final placed form.
- F. Contractor shall apply adequate compaction to the spread green waste product as determined by the County, and shall apply adequate water for dust control purposes.
- G. Contractor heavy equipment and vehicles shall travel no closer than ten (10) feet to any environmental structure. Green Waste material shall be hand-placed within ten (10) feet of environmental structures including but not limited to, above-ground pipe system, wells, bollards, etc. Any material placed on these structures

shall be removed by the Contractor. Green Waste material shall be placed no closer than five (5) feet from vault boxes.

- H. The Department may halt and suspend the work of the Provider at any time without notice in order to complete Department business, such as performing landfill operations, site maintenance, or groundwater/gas monitoring work.
- I. Provider may stockpile a combined maximum of one hundred (100) tons of Green Waste materials at any time during spreading operations.

20.4. MEASUREMENT AND PAYMENT

- A. County topographical mapping for each designated area to receive Processed Green Waste shown in the Project Drawings shall be used for determining payment area (in square feet) once Processed Green Waste for each site has been installed to the satisfaction of the County.
- B. Payment for Processed Green Waste shall be at the contract unit price per square foot as stated in Optional Bid Item No. 19 and shall constitute full compensation to the Contractor for all work related to the spreading of Processed Green Waste on slopes including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; providing dust control, spreading, shaping, compacting, Processed Green Waste. All other work required by the Contract Documents to complete the spreading Processed Green Waste material shall be considered incidental to the work and will not be paid for separately.

END OF SECTION

SECTION 21) WET WEATHER DUMPING PAD (*Lamb Canyon*)

21.1. GENERAL

At the County's request, the Contractor may be required to implement additional surface drainage improvements at Lamb Canyon Sanitary Landfill that include the construction of the Wet Weather Dumping Pad. The County will inform the Contractor during the course of project construction if Optional Bid Item No.10 "Wet Weather Dumping Pad" will be implemented as part of the Contract.

The work covered by this Section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the construction of the Wet Weather Dumping Pad. The work shall include subgrade preparation and construction of the Wet Weather Dumping Pad at the locations shown on the Project Drawings or as directed by the County.

21.2. MATERIALS

- A. Material for the 12" thick construction and demolition (C&D) layer shall be provided by the County and is stockpiled at a designated location near the Wet Weather pad.
- B. Material for the 6" thick asphalt grindings layer shall be provided by the County and is stockpiled at a designated location near the wet weather pad.

21.3. EXECUTION

- A. Subgrade preparation (adding water and compacting) shall be performed in accordance to Section 26 of the State Standard Specifications.
- B. Subgrade for the Wet Weather Dumping Pad shall be graded to maintain positive drainage, 3% min. slope.
- C. Following subgrade preparation, the Contractor shall haul and transport the C&D material from the stockpile area, and place it within the designated limits of the wet-weather disposal pad. The Contractor shall spread this material within the area to achieve a uniform thickness of 12 inches.
- D. Following placement and spreading of the C&D material, the Contractor shall haul and transport asphalt grinding material from the stockpile area, and place this material within the designated limits of the wet-weather disposal pad. The Contractor shall spread and compact this material within the area to achieve a final uniform thickness of 6 inches.

21.4. MEASUREMENT AND PAYMENT

- A. Measurement and Payment for the construction of the Wet Weather pad, including, but not limited to; overexcavation, subgrade preparation, material transport from stockpile location to project work area, placement of C&D and asphalt grindings, compaction, and finish grading shall be made after County

acceptance, at the unit price per square foot (true area including slope surface area) as stated in the Contractor's proposal, Optional Bid Item No. 20 – "Wet Weather Dumping Pad".

END OF SECTION

SECTION 22) 25-FOOT HIGH LITTER FENCE (*Lamb Canyon*)

22.1. GENERAL

At the County's request the Contractor may be required to implement additional improvements at Lamb Canyon Sanitary Landfill that include the construction of a 25-foot tall removable litter fence. The County will inform the Contractor prior to issuance of the Notice of Proceed if Optional Bid Item No.21 "25-foot Tall Litter Fence" will be implemented as part of the Contract.

This work shall include furnishing all necessary labor, design, supervision, tools equipment, and materials necessary to design and construct the 25-foot tall removable litter fence including but not limited to:

- A. Procure the services of a licensed structural engineer in the State of California to perform structural analysis and prepare design calculations, specifications, and construction drawings for the entire litter fence system including but not limited to removable steel pole system foundation, ground anchors, hardware, cables, and litter barrier netting.
- B. Excavation and compacted backfill of bore holes.
- C. Furnish and install removable steel poles, ground anchors, hardware, cables, and litter barrier netting in accordance with the specifications and drawings provided by the licensed structural engineer and these Contract Documents.

22.2. SUBMITTALS

A. Structural Analysis

The Contractor shall submit a report that shall include structural design calculations and results of structural analysis for the construction of the removable litter fence. The report shall address project-specific loading for seismic and wind conditions at the Lamb Canyon Landfill in accordance with the latest edition of building codes. This report shall be prepared, signed, and stamped by a California Registered Structural Engineer. Structural design calculations shall include, but not limited to:

- i. Site specific seismic and wind load calculations for the construction of the removable litter fence. Lamb Canyon is located in a high wind area and the removable litter fence shall be designed to withstand wind speeds in excess of 100 mph with a 50% litter coverage on the litter barrier netting.
- ii. Foundation analysis and design that allows the steel poles to be removed and relocated if necessary.
- iii. Removable steel pole, ground anchors, hardware, cables, and litter barrier netting design.

In addition, the report shall include a Letter of Certification confirming that the

removable litter fence meets site loading conditions and building codes as required. Construction Drawings

The structural report shall include a complete set of construction drawings (24" x 36") that shall include, but not limited to:

- i. Removable steel pole foundation system
- ii. Details for steel poles, ground anchors, hardware, cables, and litter barrier netting, and any other related items required to construct the removable litter fence.

In addition, the following information shall be provided on the drawings: builder and contractor responsibilities, general notes, approval notes, product certification, safety guidelines, removable litter fence description, litter fence loads, drawing index, legend for abbreviations and symbols, title block, revisions, designer name with address and contact information, Contractor name with address and contact information, Riverside County Waste Management Department name with address and contact information, sheet numbers, and drawing scale if necessary. These drawings shall be signed and stamped by a California Registered Structural Engineer.

B. Construction Drawings

The structural report shall include a complete set of construction drawings (24" x 36") that shall include, but not limited to:

- i. Removable steel pole foundation system
- ii. Details for steel poles, ground anchors, hardware, cables, and litter barrier netting, and any other related items required to construct the removable litter fence.

In addition, the following information shall be provided on the drawings: builder and contractor responsibilities, general notes, approval notes, product certification, safety guidelines, removable litter fence description, litter fence loads, drawing index, legend for abbreviations and symbols, title block, revisions, designer name with address and contact information, Contractor name with address and contact information, Riverside County Waste Management Department name with address and contact information, sheet numbers, and drawing scale if necessary. These drawings shall be signed and stamped by a California Registered Structural Engineer.

22.3. MATERIALS

The Contractor shall furnish and install removable steel poles, ground anchors, hardware,

cables, and litter barrier netting, and other items required to construct the removable litter fence. These items shall be as specified in the final Structural Analysis Report as accepted by the County.

Unless otherwise specified in the final structural analysis report, the removable litter fence components shall consist of, but not limited to, the following:

- A. All hardware and fitting shall be hot-dipped galvanized in accordance with ASTM designation A153 or A123.
- B. Steel poles shall be new, minimum 12-inch diameter with a yield stress factor of 66 ksi and coated with black STRYK 5388, FACS Flexible Anti-Corrosion System – 3 coat application, or approved equal. Poles shall be installed 25 feet above ground level with an outrigger at 45 degrees. Steel poles shall be installed a maximum spacing of 50 feet, on-center. The poles shall be supported with native compacted backfill in maximum 6” maximum lifts in a bore hole with a minimum 24” diameter.
- C. Ground Anchors, with a minimum 6,000 lb. tensile strength, shall be installed between each steel pole, such that steel poles installed 50 ft. on-center shall be installed 25 ft. from each anchor. Netting shall have a vertical rope sewn into the netting that attaches to the ground anchor. Minimum 20,000 lb. ground anchors shall be installed at each end of a straight line of the litter barrier and at the turning point of the litter barrier.
- D. All cables shall equal or exceed the following: 3/8” top, bottom, and middle horizontal cable 1 x 7 galvanized steel strand cable, with a minimum breaking strength of 15,400 lbs. All 5/16” vertical cable shall be 1 x 7 galvanized steel, with a minimum cable breaking strength of 11,200 lbs.
- E. Litter Barrier Netting shall be Redden #970 polyester netting or approved equal with minimum 168.4 lb. mesh breaking strength, 1” single bar measure mesh, four needle raschel knotless construction, treated with black resin bonding. Mesh break strength shall be determined per ISO 1806. Netting shall have 3/8” braided dark color perimeter rope, with a minimum 3,500 lbs. breaking strength and snapped to steel cable with 9/32” carabineers on maximum 2’ centers. Twine shall be #48 braided polyester twine, minimum 375 lb. tensile strength, treated black. The attachment twine shall continually encompass the netting component and be tied to the rope component via a clove hitch knot +/-6 inches on center, never to exceed 8 inches on center. Horizontal rib lines shall be installed at the point where the outrigger arm meets the vertical pole section. Vertical rib lines shall be installed at each steel pole location and one-half way between each pole at the mid span anchor location. Netting shall be installed per manufacturer’s instructions so as to validate warranty. Net will be accompanied with a ten year non pro-rated warranty.

22.4. EXECUTION

- A. Construction of the removable 25-foot tall litter fence (foundation, removable steel poles, ground anchors, hardware, cables, and litter barrier netting) shall be in accordance with the Contract Documents and the design details, specifications,

and construction drawings included as part of the Structural Analysis Report.

22.5. MEASUREMENT AND PAYMENT

- A. The measurements of the final quantity for Optional Bid Item 21 “25-Foot High Litter Fence” shall be determined by the County based on field measurements of the axial length (linear feet) of removable litter fence installed at the locations and to the dimensions shown on the Project Drawings and Construction Drawings prepared by the licensed Structural Engineer. Payment for the removable litter fence shall be at the contract unit price per linear foot as stated in the Contractor’s Proposal, Optional Bid Item No. 21 and shall constitute full compensation to the Contractor for all work related to the construction of the removable litter fence in the project including but not limited to: furnishing all labor, supervision, materials, tools, and equipment for the construction of the removable litter fence.

END OF SECTION

SECTION 23) EROSION CONTROL NETTING, EROSION CONTROL BLANKET & HYDROSEED SLOPES (*Lamb Canyon*)

23.1. GENERAL

At the County’s request the Contractor may be required to implement additional improvements at Lamb Canyon Sanitary Landfill that include the installation of erosion control netting and blankets. The County will inform the Contractor prior to the issuance of the Notice to Proceed if Optional Bid Item No.22 “Erosion Control Netting and Hydroseed Slopes” and Optional Bid Item No.23 “Erosion Control Blankets and Hydroseed Slopes” will be implemented as part of the Contract.

The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the installation of erosion control netting, blankets and hydroseeding for stabilization of slopes at the locations indicated on the Project Drawings or as directed by the County.

23.2. SUBMITTALS

- A. Prior to delivery of materials, the Contractor shall submit product data sheet, material specifications, and manufacturer’s application instructions for erosion control netting to the County for approval.
- B. Prior to delivery of materials, the Contractor shall submit product data sheet, material specifications, and manufacturer’s application instructions for erosion control blankets to the County for approval.
- C. Prior to delivery of materials, the Contractor shall submit product data sheet, material specifications, manufacturer’s application instructions, seed mix design, fertilizer type, and stabilizing agent for the hydroseeding application to the County for approval.

23.3. MATERIALS

- A. Erosion control netting and blankets must be a long-term, degradable, open-weave textile manufactured or fabricated into rolls designed to reduce soil erosion and assist in the growth, establishment, and protection of vegetation. Erosion control netting and blankets must conform to the classification system established by the Erosion Control Technology Council.
- B. Erosion Control Netting must be made of coconut fiber woven into a matrix. Netting must comply with the requirements shown in the following table:

Property	Type	Requirements	Test Method
Classification	-	ECTC Type 4	-
Minimum Thickness	B	0.30 inch	-

Roll Width	B	6-13 feet	-
Matrix	B	100% woven coir (coconut fiber)	-
Universal Soil Loss Equation (USLE) C-Factor for a 1:1 (H:V) unvegetated slope	B	≤0.25	
Maximum shear stress	B	4.4 psf	ASTM D 6460
Minimum Tensile Strength	B	125 psf	-
Functional Longevity	B	36 months	-
Average Open Area	B	48 ± 5%	-
Minimum weight of Fabric	B	20 oz/sq yd	ASTM D 3776

- C. Erosion Control Blankets must be made of processed natural fibers that are mechanically, structurally, or chemically bound together to form a continuous matrix that is surrounded by 2 natural nets. The erosion control blankets must comply with the requirements shown in the following table:

Property	Type	Requirements	Test Method
Classification	-	ECTC Type 2D	-
Net Type	B	Natural	-
Number of Nets	B	Double	
Minimum Roll Width	B	6 feet	-
Matrix	B	100% woven coir (coconut fiber)	-
Universal Soil Loss Equation (USLE) C-Factor for a 2:1 (H:V) unvegetated slope	B	≤ 0.20	-
Maximum shear Stress	B	1.75 psf	ASTM D 6460
Minimum Tensile Strength	B	75 psf	ASTM D 5035
Functional Longevity	B	12 months	-

- D. Hydroseed shall comply with the following requirements:

- I. Seed Mixture - The seed mixture furnished by the Contractor shall be drought tolerant, shallow rooted grasses and annual plant species native

and adaptable to the climate conditions at the Lamb Canyon Sanitary Landfill. The seed shall be less than two years old. Germination test of the seed shall be made less than six months prior to the seeding operations and a certificate of such test shall be furnished to the Department. The germination tests, for an acceptable seed, shall indicate a minimum of 85 percent germination. When directed by the Department, the above mixture may be varied to suit any special condition of soil peculiar to the areas to be seeded. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be acceptable.

- II. Fertilizer - A commercial grade fertilizer of 16N-16P-16K analysis shall be applied to all areas to be seeded, at the rate of 100 pounds per acre. The fertilizer shall be thoroughly mixed with seeds and appropriate amounts of water prior to hydroseeding.
- III. Stabilization - Stabilizing agent shall be derived from wood cellulose fiber combined with stabilizing binder.

23.4. EXECUTION

- A. Hydroseeding shall consist of mixing and applying seed, commercial fertilizer and stabilizing agent with water. Mixing of materials for application with hydroseeding equipment shall be performed in a tank with a built-in continuous agitation system of sufficient operating capacity to produce a homogeneous mixture and a discharge system which will apply the mixture at a continuous and uniform rate.
- B. Water may be drawn from the Department's off site water tower for use during application. The Department's water tower is located at 1st Street in the City of Beaumont, approximately three miles north of the entrance to the landfill site. Water truck/tanker shall be provided by the Contractor. Contractor's use of water and/or tower shall not impact landfill operations.
- C. After hydroseed application is completed, the contractor shall furnish and install erosion control netting and blankets in accordance with the manufacture's recommendations, Caltrans Standard Plans for Landscape and Erosion Control - Section 21, Caltrans Standard Plan Sheet H52, and Project Drawings.

23.5. MEASUREMENT AND PAYMENT

- A. The measurements of the final quantity for Optional Bid Item 22 "Erosion Control Netting and Hydroseed Slopes" and Optional Bid Item 23 "Erosion Control Blankets and Hydroseed Slopes" shall be determined by the County based on field measurements of the total acreage of erosion control netting with hydroseed and erosion control blankets with hydroseed installed at the locations and to the

dimensions shown on the Project Drawings. Payment for the erosion control netting and blankets shall be at the contract unit price per acre as stated in the Contractor's Proposal, Optional Bid Item No. 22 and Optional Bid Item No. 23 and shall constitute full compensation to the Contractor for all work related to the supply and installation of erosion control netting and blankets in the project including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; slope preparation, hydroseeding, furnishing and installing erosion control netting and blankets and any other requirements by the Contract Documents for the supply and installation of fiber rolls.

END OF SECTION

SECTION 24) AUTHORIZED TIME & MATERIALS WORK (*All Sites*)

24.1. GENERAL

The County shall have the right to add work of a different character or function, and have the Contractor perform such added work when such work is considered by the County to be appurtenant to the satisfactory completion of the project. "Authorized Time and Materials" shall be made when prior authorization and approval has been provided to the Contractor by the County for work of a different character or function and for which no basis for payment is prescribed in the Contract Documents.

The Contractor shall provide a rate schedule for all labor and equipment that may reasonably be anticipated for use during the project. Labor rates shall be consistent with those required by the prevailing wage rate requirements of the Contract and shall reflect all benefits and employer costs. Once the labor and equipment rates have been approved by the Project Manager, they will become the basis for compensation for any Time and Material work requested by the County. The Contractor is advised, however, that there will be no compensation from the Time and Material Allocation unless the work has been authorized in writing by the Project Manager. Additionally, use of the Time and Material Allocation will be at the sole discretion of the County. All or any portion of the allocation amount may be deleted from the Contract.

The signing of the contract by the Contractor will be deemed to be an agreement on his part to perform the added work, as and when ordered by the County. If the required added work results in delay to the project, the Contractor will be given an appropriate extension of time.

The cost of all work performed by the Contractor on an "Authorized Time and Material" basis will be computed in the manner described in Section 7.3. of the General Provisions in the Contract Documents, and the compensation thus provided shall be full payment to the Contractor related to the authorized time and material work.

END OF SECTION