

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

563



FROM: Waste Management Department

SUBMITTAL DATE:
October 18, 2010

SUBJECT: Approval of Contract Documents for the Relocation of a Pre-Engineered Metal Building (PEMB) to the Lamb Canyon Sanitary Landfill

RECOMMENDED MOTION: That the Board:

1. Approve the Contract Documents for the Relocation of a Pre-Engineered Metal Building (PEMB) to the Lamb Canyon Sanitary Landfill; and
2. Authorize the Riverside County Waste Management Department to advertise for bids.

BACKGROUND: On September 2, 2008, the Board authorized Riverside County Waste Management Department (Department) to apply for a Reuse Grant to expand its planned reuse program at the Lamb Canyon Sanitary Landfill's Waste Recycling Park. On January 15, 2009, CalRecycle awarded a \$50,000 Reuse Grant to the Department. The Department intends to utilize this Reuse Grant toward relocating an existing 2,500 square feet PEMB from its current location in the City of Murrieta to the Lamb Canyon Sanitary Landfill site in Beaumont. (continued)

Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. Total Cost:	\$60,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	10/11

SOURCE OF FUNDS: Grant and Waste Management Department Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE.

County Executive Office Signature

by Alex Gann

Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: November 2, 2010
xc: Waste

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn Ref.: 12.4 (9/2/2008) District: 5 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

12.1

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE: 10/19/10

Form 11 – Approval to Advertise for the Relocation of Pre-Engineered Metal Building to the Lamb Canyon Sanitary Landfill
October 18, 2010
Page 2

This PEMB is situated on a land acquired in 2008 by the Riverside County Transportation Department (Transportation) for its Clinton Keith Road Extension Project. This PEMB is vacant, never used, and Transportation does not have a need for it. Therefore, Transportation and the Department have mutually agreed to transfer the ownership of this PEMB to the Department at no cost to the Department.

The Department intends to hire a contractor through a competitive bid process to disassemble, transport, and reassemble the PEMB within the Waste Recycling Park area at the Lamb Canyon landfill site. The PEMB will be utilized as a future reuse store which will allow the Department to collect and store reusable items, which can be available for sale to the public. The reuse store will serve to increase diversion of usable materials in compliance with the goals of AB 939 to first reduce, reuse, and recycle.

The engineer's estimate for this project is \$60,000. The Department has sufficient funds available in the FY10/11 budget.

In addition, the Department has determined that the removal and relocation of the PEMB is exempt under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061 subdivision (b)(3), 15301, and 15303.

FM/EC:fm/ec

PD#93595/v1



CONTRACT DOCUMENTS

FOR

RELOCATION OF PRE-ENGINEERED

METAL BUILDING (PEMB)

TO

LAMB CANYON SANITARY LANDFILL

OCTOBER 2010

FOR APPROVER COUNTY COUNSEL
BY: Neal R. Kipnis 10/21/10
NEAL R. KIPNIS DATE

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

NOV 02 2010 12.1

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GENERAL PROVISIONS

SPECIAL PROVISIONS

APPENDICES (ALL APPENDICES ARE INCLUDED ON THE ENCLOSED COMPACT DISC)

APPENDIX A -	STORM WATER POLLUTION PREVENTION COMPLIANCE
APPENDIX B -	STRUCTURAL CALCULATIONS AND DRAWINGS FOR THE EXISTING PRE-ENGINEERED METAL BUILDING
APPENDIX C -	GEOTECHNICAL INVESTIGATION REPORT FOR THE WASTE RECYCLE PARK
APPENDIX D -	ASBESTOS CLEARANCE CERTIFICATE FOR THE EXISTING PRE-ENGINEERED METAL BUILDING
APPENDIX E -	PHOTOS OF THE EXISTING PRE-ENGINEERED METAL BUILDING
APPENDIX F -	PROJECT DRAWINGS (REDUCED SIZE - 11 X 17) (HARD COPY OF APPENDIX F IS ALSO INCLUDED WITH THESE CONTRACT DOCUMENTS)

NOTICE TO CONTRACTORS

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

Relocation of Pre-Engineered Metal Building (PEMB)
to
Lamb Canyon Sanitary Landfill

Contract Documents may be examined at the County's office at 14310 Frederick Street, Moreno Valley, California, and may be obtained upon payment to the County of \$35 per set, received at the County's office and \$45 per set if mailed by U.S. mail (mailing cost does not apply when using recipient's mailing account number). No refund will be made.

All of the project drawings are included on the enclosed compact disc (CD) in Adobe Acrobat (.pdf) format. This digital data was created using Microstation software. 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 printed or 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, November 23, 2010** 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 meeting will be conducted on **Monday, November 15, 2010 at 10:00 a.m.** This meeting will start at the current location of the PEMB (29550 Los Alamos Road, Murrieta, California 92563), and proceed to the Lamb Canyon Sanitary Landfill site (16411 Lamb Canyon Road, Beaumont, California 92223). All bidders must have an authorized representative of their firm sign-in and attend the mandatory pre-bid site review meeting at both locations. Failure to do so shall deem your bid non-responsive.

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-General Engineering or Class B-General Building 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:

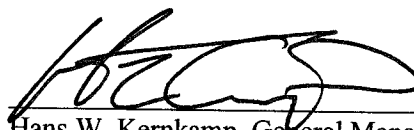
1. The Contractor or subcontractor(s) performing work related to the disassembly and installation of the PEMB shall have a minimum of 5 years experience in the erection of metal buildings and list five installation references in the past 5 years.
2. The Contractor or subcontractor(s) performing work related to the installation of the gas interception system shall have a minimum of 5 years experience in the installation of HDPE lining material related to gas barrier installations and/or liquid/solid waste containment facilities projects and list three installation references in the past 5 years.
3. The aforementioned qualification requirements shall also apply to either the Contractor's or its subcontractor's superintendent, project manager, and other responsible individuals performing work on the PEMB and gas interception system.

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 installation personnel that will be responsible for the installation of the PEMB and gas interception system. 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, and completion date.

Dated: 11/2/10

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 furnished by the Contractor as stated in the proposal (except for lump sum items) are only 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 its bid by including its 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 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 its 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 e-mail 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 written 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 itself as to its ability to meet all the difficulties attending the execution of the work. The bidder agrees that if it is awarded the contract it 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 its ability to carry out the contract, both from its financial standing and by reason of its 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 fourteen (14) to thirty (30) 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 Agreement, the required Payment and Performance Bonds, and the required certificates of insurance in accordance with the bid accepted by the County. In default of execution of the Agreement 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 Agreement. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY THE COUNTY.**

FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: 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 it for signature, the County may declare the bidder's bid deposit or bond forfeited as damages caused by

the failure of the bidder to post such security and execute such copies of the Agreement and may award the work to the next lowest responsible 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 in an amount equal to one hundred percent (100%) of the contract price. 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 ($\frac{1}{2}$) 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 or other requirements 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 copartnership, give the name under which the copartnership 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 the Contractor has carefully examined the location of the proposed work, and has familiarized itself with all of the physical, climatic or other conditions related to the work.

(d) That the Contractor has carefully examined all of the specifications, plans, and other Contract Documents, and makes this proposal in accordance therewith.

(e) That, if this proposal is accepted, the Contractor will enter into a written contract with the County of Riverside.

(f) That the Contractor proposes to enter into such contract and to accept in full payment for the work actually done the prices shown in the attached schedule. It is understood that the quantities listed (except for those shown as "Final" or "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.

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 Relocation of Pre-Engineered Metal Building (PEMB) to Lamb Canyon Sanitary Landfill, located in Beaumont, Riverside County, California:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization & Demobilization	L.S.	1		
2	Storm Water Pollution Prevention Compliance	L.S.	1		
3	Prepare Geotechnical Report for PEMB Relocation to Lamb Canyon	L.S.	1		
4	Prepare Structural Analysis Report for PEMB Reassembly at Lamb Canyon including Design of Reinforced Concrete Foundation and Floor Slab	L.S.	1		
5	Furnish and Install Landfill Gas Interception System	L.S.	1		
6	Prepare Subgrade and Construct Reinforced Concrete Foundation and Floor Slab for PEMB	L.S.	1		
7	Disassemble and Relocate Existing PEMB to Lamb Canyon	L.S.	1		
8	Reassemble PEMB at Lamb Canyon	L.S.	1		

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 (½) 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 copartnership 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 copartnership by

who constitute the other members of the joint venture or copartnership.

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 Relocation of Pre-Engineered Metal Building (PEMB) to Lamb Canyon Sanitary Landfill, 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: _____

Title: _____

(Surety)

(Contractor)

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

AGREEMENT

THIS AGREEMENT is made as of _____ and is
between the COUNTY OF RIVERSIDE (County) and _____

_____ (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, Relocation of Pre-Engineered Metal Building (PEMB) to Lamb Canyon Sanitary Landfill, 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 for Relocation of Pre-Engineered Metal Building (PEMB) to Lamb Canyon Sanitary Landfill; (j) Appendix A – Storm Water Pollution Prevention Compliance (k) Appendix B -Structural Calculations and Drawings for the Existing Pre-Engineered Metal Building; (l) Appendix C - Geotechnical Investigation Report for the Waste Recycle Park ; (m) Appendix D – Asbestos Clearance Certificate for the Existing Pre-Engineered Metal Building ; (n) Appendix E – Photos of the Existing Pre-Engineered Metal Building; (o) Appendix F – Project Drawings ; (p) Standard Specifications for Public Works Construction, 2009 Edition, with Amendments; (q) any other documents included in or incorporated into the Contract Documents; (r) Addenda Nos. _____; (s) orders, instructions, drawings and plans issued by County during the course of the work in accordance with the provisions of the Contract Documents.

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.

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3. Contract Price - Payment. Exhibit A is attached to and incorporated into this Agreement and states the basis for full payment to Contractor. 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, Relocation of Pre-Engineered Metal Building (PEMB) to Lamb Canyon Sanitary Landfill located in Beaumont, Riverside County, California.)

It is understood that the quantities listed (except for those shown as "Final" or "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	TOTAL COST
1	Mobilization & Demobilization	L.S.	1		
2	Storm Water Pollution Prevention Compliance	L.S.	1		
3	Prepare Geotechnical Report for PEMB Relocation to Lamb Canyon	L.S.	1		
4	Prepare Structural Analysis Report for PEMB Reassembly at Lamb Canyon including Design of Reinforced Concrete Foundation and Floor Slab	L.S.	1		
5	Furnish and Install Landfill Gas Interception System	L.S.	1		
6	Prepare Subgrade and Construct Reinforced Concrete Foundation and Floor Slab for PEMB	L.S.	1		
7	Disassemble and Relocate Existing PEMB to Lamb Canyon	L.S.	1		
8	Reassemble PEMB at Lamb Canyon	L.S.	1		

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 Relocation of Pre-Engineered Metal Building (PEMB) to Lamb Canyon Sanitary Landfill (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 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 thereunder 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 acknowledged by a notary (attach acknowledgments)

PAYMENT BOND

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

The makers of this Bond are _____ as Principal and 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. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for the public work generally consisting of Relocation of Pre-Engineered Metal Building (PEMB) to Lamb Canyon Sanitary Landfill. 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 acknowledged by a notary (attach acknowledgments).



GENERAL PROVISIONS

FOR

RELOCATION OF PRE-ENGINEERED

METAL BUILDING (PEMB)

TO

LAMB CANYON SANITARY LANDFILL

OCTOBER 2010

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

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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.

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; 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, 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 Special Provisions, if project is a prevailing wage contract), construction schedule updates as listed in Section 2.2, and National Pollution Discharge and Elimination System permit requirements and frequencies as stated in 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 agrees that payment of the final amount due under the contract will be withheld until the guarantee of work as required in Section 5.14 herein is accepted by the County in approved form.

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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SECTION 1 - GENERAL

1.1 INTRODUCTION AND SUMMARY OF WORK

These Special Provisions are for the disassembly and relocation of an existing pre-engineered metal building (PEMB) to the Lamb Canyon Sanitary Landfill in Riverside County, California. This project is designated as "Relocation of Pre-Engineered Metal Building (PEMB) to Lamb Canyon Sanitary Landfill" (project). The main item of work required by this project is to disassemble, transport, and reassemble an existing 50' x 50' x 14' high PEMB. The existing PEMB is presently located on Riverside County Transportation Department (RCTD) property at 29550 Los Alamos Road, Murrieta, California 92563 and will be relocated to the Riverside County Waste Management Department's (County) Lamb Canyon Sanitary Landfill at 16411 Lamb Canyon Road, Beaumont, California 92223. Site locations and vicinity maps are included in the Project Drawings.

The work to be performed by the Contractor under this contract includes furnishing all labor, materials, vehicles, tools, transportation, equipment, power, and incidentals necessary to complete the project. The items of work to be performed shall conform to all of the Contract Documents, including but not limited to the General Provisions, Project Drawings, Referenced Specifications and Documents, and these Special Provisions.

The major features of the work to be performed shall include, but are not limited to:

- A. Schedule and coordinate all work through the County and its appointed representative(s)
- B. Obtain all necessary permits unless noted otherwise under Section 1.17 of these Special Provisions
- C. Review the existing PEMB structural calculations and drawings, and provide revised calculations and drawings for PEMB installation at the Lamb Canyon Landfill site
- D. Prepare and submit geotechnical and structural design reports for reinforced concrete foundation and floor slab for the relocated PEMB
- E. Furnish, install, and maintain sediment/erosion control best management practices (BMPs) measures as required by the Contract Documents
- F. Furnish, install, and maintain construction traffic control devices as required by the Contract Documents
- G. Provide project construction surveying as necessary
- H. Disassemble and transport an existing PEMB from its current location in Murrieta to the Lamb Canyon Landfill in Beaumont
- I. Perform earthwork to prepare subgrade for the relocated PEMB (over-excavation, placement of engineered fill, and precise grading)
- J. Furnish and install landfill gas interception system underneath the relocated PEMB
- K. Construct reinforced concrete foundation and floor slab for the relocated PEMB

- L. Erect relocated PEMB at the Lamb Canyon Landfill
- M. Furnish and install new 6' x 7' half-glass, double-door assembly as shown on the Project Drawings

1.2 DEFINITION OF TERMS

Contractor's Surveyor

The Contractor's Surveyor is responsible to perform horizontal and vertical control of the actual construction, based on benchmarks established by the County's Surveyor.

Material Testing Firm

The Material Testing Firm is a firm to be hired by the County to perform field and laboratory soil testing on the prepared subgrade for PEMB, concrete compressive strength testing, and to prepare certification reports for submittal to Facilities.

County's Surveyor

The Surveyor representing the County shall establish reference benchmarks for construction. The County's Surveyor shall also perform surveys to check line, grade, and calculate volumes, as required.

Cubic Yard

Unless otherwise specified in these specifications, where the term cubic yard appears it shall mean bank (bulk) 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.

HDPE

HDPE is the high-density polyethylene material used in the manufacturing of piping and flexible membrane liners.

Manufacturer

A manufacturer is the firm or firms responsible for the production of material or the maker, fabricator, or producer of a product and/or material.

Moisture Content

This term is defined as the percentage of water contained in a soil in relation to its dry weight, using ASTM D2216 or ASTM D4643.

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.

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.

Resident Engineer

The Resident Engineer will serve as the Project Manager's on-site representative. All coordination, reporting, and issues related to non-compliance will be directed to the Project Manager through the Resident Engineer. In addition, the Resident Engineer will participate with the Project Manager and QA/QC Manager in all decisions related to design and QA/QC issues which arise during the course of construction.

Sieve Sizes

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

Slope

Slope is described in terms of horizontal distance 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.

Subgrade

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

1.3 REFERENCED SPECIFICATIONS AND DOCUMENTS

The following specifications and documents shall apply as specifically referenced in the Contract Documents:

Standard Specifications

The term Standard Specifications is a direct reference to the publication entitled "Standard Specifications for Public Works Construction" (2009 edition, and all subsequent amendments, supplements, and additions) written and promulgated by the Joint Cooperative Committee of the Southern California Chapter American Public Works Association and Southern California Departments Associated General Contractors of California. This publication is also known as the "Green book."

State Standard Specifications

The "State Standard Specifications" are the Standard Specifications of the State of California, as updated for the latest edition by Department of Transportation

ASTM Specifications

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

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).

Plans or Project Drawings

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

1.4 GENERAL REQUIREMENTS

- A. The Contractor shall be aware that Lamb Canyon Landfill is an active landfill site. The Contractor's work relating to the Project shall not impede or interrupt daily landfill operations in any way. Full cooperation of the Contractor and its forces is required to assure safe working conditions. Therefore, it is necessary to emphasize that the County will have full authority to eject any of the Contractor's employees or subcontractors who do not immediately abide by the landfill site rules or the directions of the County.
- B. It shall be the bidders' responsibility to familiarize themselves with the actual conditions of the project sites and the existing PEMB prior to submitting a bid; therefore, attendance at the pre-bid site review meeting is **mandatory** as indicated in the "Notice to Contractors" section of these Contract Documents.
- C. Soil investigations have not been conducted within the proposed PEMB footprint. However, soil investigations have been previously conducted within the vicinity of the proposed PEMB location, and the most recent geotechnical investigation report for this area is included (as reference only) in Appendix C of these Contract Documents. Review of this report does not relieve the Contractor of the responsibility of evaluating the applicability of this information to the project.
- D. All the Contractor's cost for complying with the work or other requirements of the Contract Documents shall be included in the bid items. No additional compensation shall be paid to the Contractor.

1.5 PRECEDENCE OF CONTRACT DOCUMENTS

The work to be performed shall conform to all of the Contract Documents and all governing codes, laws, ordinances, rules, and regulations governing the performance of work. In case of conflict between the Contract Documents, the following order of governing documents shall be followed (with the first listed document controlling):

- A. Permits from other agencies as may be required by law
- B. Special Provisions
- C. General Provisions
- D. Project Drawings (specific details supersede general plan)
- E. Standard Drawings
- F. Standard Specifications
- G. State Standard Specifications

The Special Provisions, Drawings, and Standards are intended to be complimentary so that any work exhibited in the Drawings, but not mentioned in the Special Provisions, or vice versa, shall be executed to the true intent thereof and the same as if both exhibited in the Drawings and set forth in the Special Provisions. The Contractor shall consult with

the County to obtain interpretations of the Contract Documents. The Contractor shall also assist in resolutions of questions and transmit written interpretations to concerned parties.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall diligently and continuously prosecute the entire project to final completion before the expiration of **Fifty Five (55) contract working days** from the date of the Contractor's receipt of the Notice to Proceed. All work for the Project, including demobilization, must be completed by the Contract's completion date.

Working days shall be Monday through Friday as set forth in Section 6.6 of the General Provisions. The length of each working day shall be from **7:00 AM to 3:30 PM**, including a half hour for lunch break, unless otherwise approved in writing by the County.

The following days have been designated by the County as holidays:

November 11, 2010	Veteran's Day
November 25, 2010	Thanksgiving Day
November 26, 2010	day after Thanksgiving
December 24, 2010	day before Christmas
December 25, 2010	Christmas Day
December 31, 2010	day before New Year's Day
January 1, 2011	New Year's Day
Third Monday in January	Martin Luther King, Jr
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence 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).

The County has secured a grant from the State of California Department of Resources, Recycling, and Recovery (CalRecycle) to fund the relocation and installation of this PEMB at the Lamb Canyon landfill site. Receiving grant funding is contingent upon completing the project prior to March 31, 2011. If the project is not completed by the

Contractor within the number of working days specified above, the County will incur significant financial damages by not being able to finance the project with grant funds.

Therefore; in case the work called for and all the conditions and requirements of the Contract Documents are not completed within the number of working days specified above, liquidated damages of One Thousand Dollars (\$1,000) per day for each additional working day required to properly complete the work in excess of the allowed number of working days shall be paid by the Contractor to the County. The County may also deduct this amount from payments due to the Contractor.

1.7 PROJECT SCHEDULE

1.7.1 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 prepare and submit all of the following items:

- a. Construction Schedule (Special Provisions Section 1.7.4)
- b. A project-specific Health and Safety Plan (Special Provisions Section 1.8)

After receipt of the aforementioned documents, the County will review the documents and provide comments as deemed necessary. The Contractor will be required to address all comments from the County and resubmit the revised document(s) within two (2) business days thereafter. The Contractor shall not be allowed to mobilize at the project sites until the aforementioned documents have been submitted by the Contractor and accepted by the County, and also the Notice to Proceed have been issued.

1.7.2 Pre-Construction Meeting

Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreed upon, the County shall arrange a pre-construction meeting to be attended by the County, Riverside County Economic Development Agency Facilities Management Division (Facilities), Material Testing Firm (to be hired by the County), the Contractor's Project Manager and Project Superintendent, major subcontractors, and other individuals involved in the execution of the work. During the pre-construction meeting the Contractor shall be issued four (4) complete copies of the Contract Documents (which includes four full-sized sets of Project Drawings and four half-sized sets of Project Drawings). The cost of any additional requested copies shall be deducted from payment to the Contractor.

1.7.3 Processing PEMB Submittals for Grading and Building Permits

Grading and building construction permits issued by Facilities are required for this project. In order for Facilities to issue these permits, the Contractor is required to retain the service of licensed geotechnical and structural engineers in the State of California to prepare, sign, stamp, and submit three (3) copies of the following reports to the County:

- a. Geotechnical Report for PEMB Relocation to Lamb Canyon
- b. Structural Analysis Report for PEMB Reassembly at Lamb Canyon including Design of Reinforced Concrete Foundation and Floor Slab

Geotechnical Report:

This report shall represent the results of a detailed geotechnical analysis of the subgrade soil within the proposed PEMB location at Lamb Canyon landfill site. This report shall include, but not limited to: description of soil properties, soil sampling and geotechnical laboratory test results, settlement and soil bearing capacity analysis, foundation and floor slab design recommendations, and grading recommendations consistent with Facilities requirements. The report shall be prepared, signed, and stamped by a California Registered Geotechnical Engineer (refer to Special Provisions Section 3.2).

Structural Report:

This report shall include a summary review of the existing drawings and calculations for the PEMB (Appendix B), structural analysis for the installation of this PEMB at Lamb Canyon landfill site, and design of a reinforced concrete foundation and floor slab for the PEMB as defined by the 2009 International Building Code (IBC) for "Heavy Warehouse/Loading Dock" live load conditions. In addition, this report shall include construction drawings and technical specifications for the construction of the reinforced concrete foundation and floor slab and the reassembly of the PEMB at Lamb Canyon landfill site. These drawings shall be prepared and submitted in the standard full-size sheets (24" x 36"). The report including construction drawings shall be prepared, signed, and stamped by a California Registered Structural Engineer (refer to Special Provisions Sections 4.2.1 and 6.2.1).

Timeline for Report Review and Issuance of Permits:

In order for the Contractor to be able to complete the project within the allotted time for project construction as stated in Section 1.6 of these Special Provisions, the Contractor is encouraged to proceed with the preparation of these reports immediately upon receiving the Notice to Proceed from the County. The Contractor shall allow for up to **five (5) contract working days** for County and Facilities review of the initial submittal of each of these two reports, and an equal amount of time for any subsequent revisions of any of the two reports. Upon review and approval of these reports by the County and Facilities, Facilities will issue the required permits within an additional **five (5) contract working days**, provided that all contingencies described below are met.

Grading Permit:

The Contractor shall not be allowed to start subgrade preparation for the PEMB at Lamb Canyon until a grading permit is issued by Facilities. Issuance of this grading permit is contingent upon Facilities review and approval of the geotechnical report.

Building Permit:

The Contractor shall not be allowed to start construction of the reinforced concrete foundation and floor slab until a building permit is issued by Facilities. Issuance of this building permit is contingent upon Facilities inspection and acceptance of the prepared subgrade, as well as the review and approval of the structural analysis report.

The Contractor shall coordinate construction inspection schedules with Facilities staff and provide a minimum of 48-hour advanced notification to Facilities prior to inspection.

Compensation to the Contractor for coordinating the preparation and submittal of the required reports in the manner described above shall be made under contract bid items No. 3 and 4 respectively (refer to Sections 3, 4, and 6 of these Special Provisions).

1.7.4 Construction Schedule

Within **five (5) business days** of the award of contract by the Riverside County Board of Supervisors, or sooner, the Contractor shall prepare and submit to the County a construction schedule including but not limited to the following: task description, task start and end dates, percent completion, task relationships (predecessors and successors), work hours, and sequence of construction.

The construction schedule shall be prepared by using either Microsoft Office Project 2003 software (or a later version) or an equivalent computer application, and shall be updated by the Contractor bi-weekly and each time a change in work occurs that will delay a critical path item of the project. Each updated schedule shall be submitted to the County in two format, digitally and hard copy, for review and acceptance. The updated schedule shall show the actual progress of work and the work remaining. Progress payments will be withheld by the County if the Contractor fails to provide acceptable schedules as required.

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 are properly integrated into the construction, and so there are no resulting delays in the progress of the project. The Contractor shall be responsible for cooperating with all County, Facilities, and Material Testing Firm staff.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.8 HEALTH AND SAFETY PLAN

All activities shall be conducted in such a manner as to avoid hazards and injury or damage to any persons or properties.

Within **five (5) business days** of the award of contract by the Riverside County Board of Supervisors, and prior to delivering equipment to the construction sites, the Contractor shall submit a project-specific Health and Safety Plan to the County for review and acceptance. Acceptance of the Health and 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 employees. The Health and Safety Plan must, at a minimum, meet all the requirements of Federal and State regulations regarding all construction activities. The Contractor shall be solely responsible for adherence to the Health and Safety Plan at all times.

It is the responsibility of the Contractor to confirm compliance with all applicable health and safety regulations. The Contractor shall take proper safety and health precautions to protect the work, the public, and County employees. The Contractor shall be responsible for providing all items necessary for health and safety, including but not limited to dust control, personal protective equipment, decontamination equipment if required, and collection and disposal of rinse waters, in accordance with applicable Federal and State regulations. The County will reserve the right to direct removal of any of the Contractor's employees or subcontractors who are not adhering to or meeting the requirements of the law and the Health and Safety Plan or applicable regulations.

The Health and Safety Plan shall include procedures that address traffic control for approaching, crossing, or traveling along public roadways or internal landfill access roads according to the California Manual on Uniform Traffic Control Devices (MUTCD) 2006 Edition, which prescribes uniform standards and specifications for all official traffic control devices in California. The MUTCD can be viewed from California Department of Transportation's website at www.dot.ca.gov. Signs and traffic control devices along public roadways or internal landfill access roads shall be removed and stored or covered during periods of time when they are not needed (such as at the end of each working day, weekends, and any time when no construction activities are being performed). For the Lamb Canyon site, Contractor shall install traffic signage as shown on the Project Drawings.

Where necessary, trenches, pits, and other excavations shall be properly sheathed and braced to furnish safe and acceptable working conditions. Any damage occurring from earth pressures, slides, cave-ins, or other causes due to failure to provide proper sheeting or bracing, or through other negligence or fault of the Contractor, shall be repaired at the Contractor's sole expense. The manner of bracing for excavations shall be as set forth in the rules, orders, and regulations of the Division of Industrial Safety of the State of California or OSHA; whichever is more restrictive. Reference is made to Section 5.1.5 "Accident Prevention" of the General Provisions, in which the Contractor is required to submit to the County a detailed plan showing the design of shoring, bracing, sloping of the sides of trenches, or other provisions to be made for the protection of personnel during earthwork operations in advance of any such operation.

The Health and Safety Plan shall also include procedures that address clean-up in the event of a spill as defined in Section 1.16, "Hazardous Materials Management and Spill

Prevention". 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.

The Health and Safety Plan shall also include a Pest Control Plan as defined in Section 6.4.1 "Disassembly and Relocation" of these Special Provisions.

The Health and Safety Plan shall address all work performed at the Lamb Canyon Landfill and Murrieta site locations.

Payment for complying with this section shall be considered as included in *Bid Item No. 1 "Mobilization & Demobilization"* and no additional compensation shall be allowed.

1.9 SURVEY CONTROL OF WORK

At the Lamb Canyon Landfill, the County surveyors have established 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's surveyors are responsible for ensuring that all construction conforms to the requirements of the Contract Documents, and for surveying the as-built Project Drawings as required in Section 1.27 of these Special Provisions.

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 therefore provide notice to the County at least **two (2) working days** prior to the time the respective areas will be ready for verification surveys, and at least **one (1) working day** for the survey work or any other inspection to be completed.

Major construction items requiring verification include, but are not limited to:

- A. Surfaces within limits of over-excavation area prior to placement of engineered fill
- B. Foundation subgrade
- C. Project alignments including, but not limited to building location

- D. Other miscellaneous surveys as deemed necessary by the County to complete the project.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.10 TESTS AND INSPECTIONS

1.10.1 General

The Contractor shall comply with requests by the County, Facilities, and Material Testing Firm staff 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, Facilities and Material Testing Firm staff with safe and suitable access to the work area for testing, inspection, or observation.

It is understood that observation and testing 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, and that observation and testing performed by the County, Facilities and Material Testing Firm staff shall not relieve the Contractor or its suppliers of the responsibility for quality control or to fully comply with the requirements of the Contract Documents.

1.10.2 Earthwork Testing

Earthwork testing shall be performed by the County and/or Material Testing Firm in accordance with the Contract Documents. If testing indicates that any area of a completed layer does not meet the specifications, the Contractor shall perform corrective action; followed by retesting of the same area by the County and/or Material Testing Firm in accordance with the Contract Documents. The Contractor shall remove, re-work, and bring into compliance any area that the County considers to be unsatisfactory. The area shall be restored to the complete satisfaction of the County. The Contractor shall be solely responsible for any and all costs and delays associated with and resulting from any required re-working of a soil layer due to non-compliance.

1.10.3 Materials

Materials to be used in the work shall be subject to 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. Unless noted otherwise, the Contractor shall submit all materials **two (2) weeks** 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.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.11 LABOR SURCHARGE

Attention is directed to the provisions of Section 7.3.1.1.2. of the General Provisions. The labor surcharge percentage to be applied to the regular hourly wages paid as defined in Section 7.3.1.1. of the General Provisions shall be eleven percent (11%). The labor surcharge percentage to be applied to the overtime hourly wages paid as defined in Section 7.3.1.1. shall be eleven percent (11%).

1.12 EQUIPMENT RENTAL

Attention is directed to the provisions 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.

1.13 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall furnish to the County, in writing, the name of the Contractor Superintendent who shall have complete authority to act for this project, including, but not limited to: supervision, maintenance, construction area traffic control devices, survey control, storm water compliance and dust control. The Contractor shall also furnish a telephone number to the County where the Contractor or his representative may be contacted 24 hours a day. The Contractor representative shall be available during all working hours.

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

- A. Applicable health and safety regulations
- B. Traffic control, transportation and access conditions
- C. Availability of utilities
- D. Surface and subsurface conditions
- E. Location, availability, and condition of construction materials
- F. Climate
- G. On-site soil characteristics of soil to be used in construction, including but not limited to size and type variation, location of excavation and stockpile areas, etc.
- H. General construction conditions at the site
- I. Work trade coordination: The General Contractor shall coordinate work trades and construction items to be supplied, delivered, set in place, and constructed. Such portions of general contractor and sub-contractor work as all or in part embedded, built-in, attached to, or supported by the work shall be performed in a manner that shall not hinder construction and work progress.

The Contractor shall examine related work and surfaces before starting work for any construction item. The Contractor shall report to the County, in writing, site conditions which will prevent the proper construction of any work. Beginning the work for any construction item without reporting unsuitable conditions to the County constitutes acceptance of site conditions by the Contractor. Any required removal, repair, or replacement of this work caused by unsuitable conditions shall be done at no additional cost to the County.

The Contractor shall assume full responsibility for any theft or vandalism occurring to the Contractor's equipment, tools, materials, supplies, and construction (prior to final acceptance of the entire project by the County), and shall take appropriate measures necessary to eliminate their occurrences. It is highly recommended to obtain security services for equipment and materials to prevent theft and vandalism while the site is unattended.

Contractor shall acquaint himself/herself with all site conditions. Contractor shall be made aware that the Lamb Canyon Landfill site experiences high wind conditions that may exceed 100 mph. Contractor shall take necessary precautions to protect existing and constructed site conditions. Should damage be incurred, the Contractor shall repair damage to its original condition or supply and install equal replacement at his own expense, to the satisfaction of the County. Until County final acceptance of the entire project, the Contractor shall retain full ownership and responsibility for the various items of work.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.14 CONTRACTOR'S QUALIFICATIONS

The Contractor or subcontractor(s) performing work related to the disassembly and installation of the PEMB shall have a minimum of 5 years experience in the erection of metal buildings and list five installation references in the past 5 years. In addition, the Contractor or subcontractor(s) performing work related to the installation of the gas interception system shall have a minimum of 5 years experience in the installation of HDPE lining material related to gas barrier installations and/or liquid/solid waste containment facilities projects and list three installation references in the past 5 years. The Contractor shall have, or be able to obtain, all the personnel, equipment, and materials necessary to perform the work specified in the scope of work, and be able to keep the needed equipment at the job site for the duration of the work. The bidder may meet these requirements by using subcontractors, or forming a partnership, joint venture, or other legal arrangement. The Contractor, or the Contractor's personnel shall hold appropriate certificates, licenses, and permits necessary to perform the work described in the scope of work.

The Contractor shall present all licenses held, the certificate numbers, and in whose name the license is issued in its Contractor Proposal. The Contractor shall demonstrate prior experience in performing and completing construction projects in its Contractor Proposal. In the Contractor Proposal, the Contractor shall present specific projects, dates, locations,

clients, project costs, a project summary description, and the Contractor's role in each project. The Contractor shall present a reference list of clients that includes a contact person and phone number. The Contractor shall also possess a **Class A-General Engineering or Class B-General Building** contractor license.

The Contractor shall demonstrate that his project manager, superintendent, and other responsible individuals performing and/or supervising work on site have appropriate experience and capability. The Contractor shall present personal resumes that document education, training, work experience, and licenses and certificates held in its Contractor Proposal.

With the submittal of the Contractor Proposal, the Contractor shall submit for approval by the County documented evidence of satisfaction of all of the aforementioned qualifications.

1.15 SPECIALTY ITEMS

Pursuant to Section 6.3 "Subcontracting", of the General Provisions of these Contract Documents, 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 items designated herein or in the Special Provisions as "Specialty Items". Where an entire item is subcontracted, the value of work subcontracted will be based on the contract unit price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract unit price. This will be determined from information submitted by the Contractor, such as Schedule of Values for partial subcontracted items, and will be subject to acceptance and approval by the County. For this project the following work has been designated as Specialty Items:

- A. Prepare Structural Analysis Report for PEMB Reassembly at Lamb Canyon including Design of Reinforced Concrete Foundation and Floor Slab (Bid Item No.4)
- B. Prepare Geotechnical Report for PEMB Relocation to Lamb Canyon (Bid Item No. 3)
- C. Disassembly and Reassembly of relocated PEMB (part of Bid Item No.7 and entire Bid Item No.8)

1.16 HAZARDOUS MATERIALS MANAGEMENT AND SPILL PREVENTION

1.16.1 General Requirements

The Contractor shall at all times keep the site neat, tidy, and free of waste materials or rubbish resulting from work. Toxic materials, including oil, fuel oil, diesel, gasoline, contaminated soil, 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 properly labeled, covered and stored in secondary containment areas, have no leaks and shall be removed from the site as quickly as is reasonably possible.

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 Contractor shall comply with the requirements of the Lamb Canyon Spill Prevention Control and Countermeasure Plan (SPCCP) and include spill response procedures in their Site Safety Plan. The Contractor shall also be responsible for any spills caused by any of its subcontractors. The Health and Safety Plan shall include the procedure the Contractor shall follow in the event there is a spill.

Title 40 of the Code of Federal Regulations (CFR) Part 112 establishes requirements for Oil Pollution Prevention.

Title 19 Public Safety of the California Code of Regulations (CCR), along with the California Health and Safety Code (CH&SC), Chapter 6.95 establish the requirements for hazardous material release reporting, inventory, and response plans.

The County of Riverside has further adopted County Ordinance 651 "Requiring Disclosure of Hazardous Materials and the Formulation of Business Emergency Plans". The intent of this Ordinance is to impose additional and more stringent requirements on businesses that handle hazardous materials than those imposed by Chapter 6.95 of the CH&SC.

If a Contractor's work requires the on-site storage of hazardous materials or hazardous waste including but not limited to lubrication oils, antifreeze, greases or fuels, or if it is necessary for the contractor to store petroleum waste products on-site such as waste oil, oil filters, antifreeze, greases, contaminated soil, and waste fuel on-site, the following actions must take place:

The Contractor shall prepare a Hazardous Materials Business Emergency Plan (HMBEP) for submittal to the County prior to performing any work. The plan and the associated "Business Activities," "Business Owner/Operator Identification," and "Hazardous Materials Inventory" forms shall be also submitted to the Department of Environmental Health for registration and issuance of a Facility ID Number.

The Contractor may additionally be required to apply for a permit as a hazardous waste generator from the County Department of Environmental Health, and an EPA ID number as required for by regulatory agencies. To obtain an EPA ID number, the Contractor should contact the Department of Toxic Substances Control (DTSC) Telephone Information Center at (800) 61-TOXIC or (800) 618-6942, to obtain information on EPA ID #'s.

The Contractor will be required to comply with the terms and conditions of Riverside County Ordinance 651. These include, but not limited to:

- a. Immediate correction of unsafe conditions
- b. Maintain proper separation of hazardous materials from other potentially dangerous materials and from buildings.

- c. Restrict access by unauthorized persons
- d. Post warning and hazard identification signs in accordance with NFPA Standard 704 where applicable. Post appropriate signage at hazardous materials storage areas, entrances, and exits.
- e. Label all containers and maintain labels in legible condition at all times. Label above ground storage tanks with the appropriate NFPA 704 when applicable. Correctly label all containers, barrels, etc. containing hazardous materials and/or hazardous waste.
- f. Submit revised forms to the County prior to making changes to chemical inventory.
- g. Submit copies of all hazardous waste manifests to the County for all materials being properly disposed from the site.
- h. Submit records on employee training related to oil spill prevention, containment and retrieval methods.

The Contractor shall additionally be required to comply with the conditions of the County's site specific Spill Prevention, Control, and Countermeasure Plan (SPCCP), Section 10, "Contractor's Responsibility" which is outlined as follows:

- a. The Contractor's tanks or drums used to store the product or waste must comply with the Department's SPCCP requirements including but not limited to: secondary containment system, drainage control, and periodic inspection.

Secondary containment systems shall comply with the following minimum guidelines:

- i. Methods of Containment – Recessed floors, raised sills, containment pallets, double-walled tanks, dikes, berms, or walls.
 - ii. Capacity of Containment – Contain 110% of the entire volume of the largest container/tank and the volume from a 24-hour rainfall as based on a 25-year storm frequency.
 - iii. Construction of Containment – Containment area shall be lined with compatible (impervious, chemical, and puncture resistant) material and have no unsealed seams or gaps. No open or uncontrolled drains shall be located within the containment area. Floor of containment area shall be sloped to a recessed collection sump.
- b. Containment areas shall be sufficiently impervious to contain any discharge and be designed to prevent any drainage. Any accidental spills within the containment area shall be immediately cleaned up by removing the contaminants and properly disposing of it. When rain is forecasted, the containment area shall be covered to prevent rainfall accumulation. Any contained rainwater in the area must be inspected for contamination by County staff prior to being discharged by the Contractor. Any discharge

that occurs must be observed and logged by County staff on a "Drainage Discharge Report Form".

- c. If the Contractor maintains any storage tanks in excess of 200 gallons on-site, they will be required to complete a daily inspection report for each such tank
- d. The Contractor shall conduct a weekly inspection of their work area using the "Contractor's Weekly Inspection Form" located in Appendix A.
- e. The Contractor shall document all problems found during the inspection and provide immediate correction of problems.
- f. The Contractor shall document all corrections in writing and attach the documentation to the inspection form.
- g. The Contractor shall submit its completed forms (including daily inspections, weekly inspections, hazardous waste manifests, and correction documentation) to the County on a weekly basis.

The complete site-specific SPCCP is located on-site and a copy of the plan is available for review at the County office.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.17 PERMITS

The Contractor shall obtain and comply with all other permits and licenses related to the work, pay all charges and fees, and give a copy of all required documents to the County prior to commencement of work. Any additional applicable permits shall be procured at the Contractor's sole expense. Required permits and compliance requirements include, but are not limited to:

1.17.1 Riverside County Economic Development Agency Facilities Management Department (Facilities) Permits

The County shall pay for all Facilities' fees associated with application and issuance of grading and building permits for these projects. To obtain these permits, the Contractor shall prepare documents for Facilities approval as specified in these Special Provisions and summarized as follows: Geotechnical Report and Structural Analysis Report for PEMB reassembly at Lamb Canyon Landfill. The Contractor shall coordinate construction inspection schedules with Facilities staff and provide a minimum of 48-hour advanced notification to Facilities prior to inspection.

1.17.2 Compliance with South Coast Air Quality Management District (SCAQMD) Rule 403, Fugitive Dust Control

The Contractor is responsible for implementing the necessary mitigation measures to ensure compliance with regulatory thresholds relating to air quality including, but not limited to SCAQMD Rule 403 Fugitive Dust Control Requirements. The

County shall have the authority to immediately suspend all construction operations if, in the County's opinion, the Contractor fails to adequately provide for dust control.

1.17.3 State Water Quality Control Board's National Pollution Discharge and Elimination System (NPDES) Permit

The County complies with the State General Industrial Activities NPDES permit through regular inspections, monitoring and implementation of best management practices (BMPs) as described in the Lamb Canyon Landfill Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall abide by the "Contractor's Responsibilities" section of the SWPPP and implement all BMPs as shown on the Project Drawings and BMP details included in Appendix A.

The Contractor shall perform a weekly inspection of both construction sites to ensure that the storm water pollution prevention controls are effective for compliance with the permit and general BMP practice for construction sites. The Contractor's inspector shall document the inspections on the form provided in Appendix A and provide copies to the County on a weekly basis.

Inspections shall also be conducted by the Contractor and the County at project sites prior to anticipated storm events (greater than or equal to 40% chance of precipitation) and after actual storm events to identify areas contributing to a discharge of storm water associated with construction activity at project sites. These inspections shall also be documented as well as any corrective actions taken.

The Contractor shall provide continuous monitoring of construction sites for non-storm water discharges. Non-storm water discharges are not allowable.

Any corrective actions found to be needed for compliance with the plan and permit requirements during any inspection shall be implemented by the Contractor immediately. If the Contractor does not implement corrective actions within 24 hours of notification, the Contractor shall be in breach of Contract, and the County may suspend construction activities, pursuant to Section 1.22 of these Special Provisions, until corrective action is implemented by the Contractor.

The complete site-specific SWPPP is located on-site and a copy of the plan is available for review at the County office.

1.17.4 Haul Truck Operating Permits

The Contractor shall obtain and submit copies to the County of all required permits necessary to operate trucks on public roads.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.18 DETAIL DRAWINGS AND SUBMITTALS

Unless specified otherwise in these Special Provisions, three (3) copies of all shop drawings and submittals of documentation and samples of materials shall be submitted by the Contractor to the County for review and approval, at least two (2) weeks prior to fabrication or installation of any work pertaining to them. However, additional time (beyond two weeks) may be required due to a large number of submittals at one time period, before construction items are scheduled to be integrated into the project, to allow the County adequate time to review, test, and approve the materials.

The review and acceptance 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 deviation from the contract 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 deviations from additional details or instructions previously furnished by the County. Such check or review shall not relieve the Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.19 STORAGE OF MATERIALS

An area for the storage of the Contractor's materials is delineated on the Project Drawings. All imported materials shall be stored in the designated area, unless the Contractor obtains the County's written approval for an additional area. All imported materials to be used in construction shall be unloaded, stored, and handled in accordance with manufacturer and supplier recommendations to prevent damage to the materials. When delivery of a 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 that it may observe, verify, and document the presence and condition of materials being stored.

The Contractor shall protect materials from sun, rain, mud, soil, and debris and as stated by the manufacturer(s). Care shall be taken to protect manufactured materials against damage from misuse, mishandling, or accident. The Contractor shall store materials and maintain construction operations within limits indicated by applicable laws, ordinances, and permits, and as outlined 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.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.20 EQUIPMENT STAGING AREA

The Contractor shall designate an area for storage of the Contractor's equipment within the specified project limits. The storage area shall be accessible to the County so that it may verify the presence and condition of equipment being stored. The Contractor shall confine equipment and maintain construction operations within limits indicated by applicable laws, ordinances, 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 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 five (5) 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 five (5) working days of its last use.

Payment for complying with this section shall be considered as included in *Bid Item No. 1 "Mobilization & Demobilization"* and no additional compensation shall be allowed.

1.21 DOCUMENTATION OF PRE-CONSTRUCTION SITE CONDITION

The site where the PEMB is currently located including the surrounding vicinity shall be left in a condition that is equivalent to the existing condition prior to implementing the work. Any existing structures, installations, or utilities shall be left in a condition that is at least equivalent to the condition prior to construction. The final condition of the site shall be subject to approval by the County.

Prior to the commencement and upon completion of the work, the County will meet with the Contractor to videotape the site where the PEMB is currently located including the immediate surrounding area, the existing PEMB, and any other existing structures or utilities, in order to document the pre- and post-construction conditions of these facilities. The Contractor shall be responsible for all costs resulting from the replacement and/or repairs to County property that is damaged due to the Contractor's actions.

Payment for complying with this section shall be considered as included in *Bid Item No. 1 "Mobilization & Demobilization"* and no additional compensation shall be allowed.

1.22 SUSPENSION AND RESUMPTION OF OPERATIONS

The Contractor shall halt and suspend construction operations when, in the County's opinion, the conditions for such operations are unsatisfactory due to rain, wind, or any other reason that interferes with the project work. The Contractor shall not be compensated monetarily for any such delays caused by the suspension of operations.

Working days shall be charged as appropriate in accordance with the Contract Documents.

Whenever operations have been suspended, the effect of rain, wind, or other adverse conditions, the project area shall be assessed by the County before approval to resume work is given. Equipment will not be allowed to travel on fill materials until these materials have dried sufficiently to prevent excessive rutting and to allow the equipment to be operated satisfactorily. If rutting occurs, the Contractor shall re-level, scarify, and re-compact the materials to whatever depth is required to repair the damage in accordance with the appropriate specifications described herein at the Contractor's expense.

1.23 DIVERSION AND CONTROL OF WATER

It is anticipated that nuisance or other water, such as rainfall or surface water run-off, may be encountered within the construction site 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 this bid in accordance therewith. The Contractor shall construct, maintain all temporary diversion and protective works to divert run-off around the work areas and material storage areas, and protect persons and property downstream of the work. The County may require the Contractor to implement additional protection measures. Excavation and stockpile areas shall be graded and properly maintained to provide adequate drainage at all times. The Contractor shall provide berms or other measures as necessary and/or required to prevent run-off from flowing onto completed areas and to avert erosion.

All nuisance or other water shall be disposed of at the Contractor's expense, in a manner that will not damage public or private property, create a nuisance or health menace, and comply 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 areas 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 desilting the water before discharging it shall be provided.

Work shall be suspended, as stated in Section 1.22 "Suspension and Resumption of Operations", of these Special Provisions, when the site is wet, muddy, or in any other condition that interferes with proper operation and construction procedures.

Payment for complying with this section shall be considered as included in *Bid Item No. 2 "Storm Water Pollution Prevention Compliance"* and no additional compensation shall be allowed.

1.24 DUST ABATEMENT

Dust control operations shall be coordinated by the Contractor at the time, location and in the amount required and as often as necessary to prevent all excavations, stockpiling or fill works, or other activities from producing dust in amounts harmful to persons 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 by the South Coast Air Quality Management District (SCAQMD) and any other applicable regulations.

Control of 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.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.25 WATER SUPPLY

The nearest water source is located off-site in the City of Beaumont, near the intersection of Beaumont Avenue and First Street. For dust control and soil moisture conditioning activities only, the County will allow the Contractor to use this source at no cost to the Contractor. Costs associated with transporting water from the water source to the project site shall be the Contractor's responsibility. Costs associated with repairing damages to the County's water source caused by the Contractor's actions shall be borne by the Contractor. Contractor is responsible for supplying potable water for all other uses.

Although Contractor will be allowed to use the County's water source on First Street, the County shall have first access to the water in order to ensure landfill operations are not impacted. Contractor may make arrangements for obtaining water supply for the project via a separate water source. If the Contractor chooses to do so, water shall be clean and free from objectionable deleterious amounts of acids, alkalis, salts, or organic materials. County must approve separate water source in advance and in writing. In either case, Contractor shall provide all labor and equipment to collect, load, and apply water in their work areas.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

1.26 PROTECTION OF ADJACENT LANDFILL OPERATIONS

The Lamb Canyon Sanitary Landfill site is an active facility; thus, all construction work relating to this project shall not impede or interrupt daily landfill business and operations. The Contractor shall furnish, install, and maintain construction/safety fencing as necessary along the project limits at the locations shown on the Project Drawings or as otherwise directed by the County, to prevent debris, rocks and equipment from interfering with the access roads and landfill operations adjacent to the Contractor's work. Fencing material shall be 4-foot tall orange fabric mesh such as the Guardian, Safeguard, or Sentry products as manufactured by Tenax Corp. or other approved equal. Fencing material shall be secured to metal T-Posts installed up to 10 feet apart or as necessary to prevent sagging at all times. Due to safety concerns and high wind conditions at the site,

rebar, metal U-post, and wooden stakes shall not be allowed as supports for construction/safety fencing. The fencing material shall be pulled taught and secured to the posts with plastic fence ties (zip ties) at the top, middle, and bottom of the fence. Fence ties shall be looped through the available holes or teeth in the posts to prevent the fence from sliding down the post. To connect fence sections, overlap two ends by at least 6-inches and weave a wood slat through the overlapped strands. The wood slat shall then be secured to a T-Post with fence ties. The Contractor shall maintain the fence in good condition for the duration of the project. Sagging fence material shall be pulled taught and re-secured, and damaged fencing shall be repaired or replaced immediately.

Payment for complying with this section shall be considered as included in *Bid Item No. 1 "Mobilization & Demobilization"* and no additional compensation shall be allowed.

1.27 AS-BUILT PROJECT DRAWINGS

The Contractor shall maintain a set of full-sized Project Drawings, including all addenda, change orders, and pertinent data related to the project. The Contractor shall mark all changes and revisions made to the Project Drawings during construction by utilizing the records prepared by the Contractor's surveyors and onsite supervisory personnel as construction proceeds. The Contractor shall correct the Project Drawings daily and review them with the County at weekly meetings or as requested by the County. Upon completion of the work, the Contractor shall deliver to the County the information contained in this progress set of Project Drawings as a condition of final acceptance of the work by the County.

Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

END OF SECTION 1

SECTION 2 - MOBILIZATION AND DEMOBILIZATION

2.1 GENERAL

This section shall consist of all preparatory work and operations, including but not limited to: bond and insurance costs; site-specific Health and Safety Plan, construction schedule, movement of personnel, equipment, supplies, traffic control, signage, pre-construction audio video tape, temporary construction fence and incidentals to the project site; 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 site as well as the related demobilization costs at the completion of the project.

The Contractor shall obtain and submit copies to the County of all required permits necessary to utilize public roads for mobilization, demobilization, access to the site, PEMB material relocation, and transport of any equipment or material on or off the site.

2.2 MOBILIZATION

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 equipment staging area, traffic control, signage, pre-construction audio video tape, sanitation facilities, etc., shall fully comply with applicable rules and regulations of governing authorities.

The Contractor shall provide at least one portable toilet on the project sites (Lamb Canyon and Murrieta). Potable facilities shall be placed in a secondary containment pan and shall be serviced at least once per week or as often necessary for safe and sanitary conditions. In addition, the Contractor shall supply a hand wash sink and all necessary sanitary supplies for the toilet facilities throughout the duration of the project.

2.3 DEMOBILIZATION

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 the work areas clean and free of refuse generated as a result of the Contractor's operations. Any such refuse shall be disposed of as a "no charge" account at the Lamb Canyon Landfill in the designated disposal area or as directed by the County.

The Contractor shall remove and properly dispose of all refuse, debris, and waste material from the construction sites (Lamb Canyon and Murrieta). The County shall have the right to determine what materials are considered refuse, and to determine the manner and placement of their disposal. To comply with the County's Construction and Demolition Diversion Program, the Contractor is required to complete a Waste Recycling

Plan (WRP) to identify the type and quantities of waste that will be generated from the project and designate these materials for recycling, reuse, salvaging, and/or landfilling. The Contractor must recycle, reuse, or salvage a minimum of 50% by weight of construction generated wastes, including but not limited to, hardened concrete waste and metal waste material in a proper manner as described in Sections 4.4.11 and 6.4.1 of these Special Provisions. The Contractor shall prepare a WRP by completing and submitting a County-supplied form (Construction and Demolition Waste Diversion Program – Form B) for County’s review and acceptance. Project construction activities shall not be allowed to commence prior to County’s acceptance of the WRP. During construction, the Contractor shall complete and submit reporting forms to demonstrate the actual quantity of waste materials recycled and list the authorized recycling/disposal facilities to which the materials were delivered. The Contractor shall use County-supplied reporting forms (Construction and Demolition Waste Diversion Program – Form C) and attach certified weights of all materials recycled, reused, salvaged and/or landfilled. Progress or final payments will be withheld by the County if the Contractor fails to complete and submit the County-supplied form (Form C) as required. Copies of the County-supplied WRP and reporting forms are available for review at the County office and can be downloaded from the following web site: http://www.rivcowm.org/pdf/86941-v1-WRP_2010.PDF

All of the Contractor’s equipment shall be removed from the site upon completion of the project. Any chemically impacted soils found at the sites as a result of the construction operation, such as equipment maintenance, shall be removed and properly disposed of at the Contractor’s expense.

All materials furnished for the execution of the work and purchases made by the County shall remain the property of the County. Any existing structures or installations shall be left in a condition that is at least equivalent to the condition prior to construction. The final condition of the construction sites shall be subject to approval by the County. The Contractor shall be responsible for all costs resulting from the replacement and/or repairs to County property that is damaged due to the Contractor’s actions.

2.4 MEASUREMENT AND PAYMENT

The following schedule will be used to determine measurement of mobilization and demobilization and disbursement of the bid price (less retention) for *Bid Item No.1, “Mobilization & Demobilization”*.

Percent of Contract Work Completed (\$ Expended / \$ total bid price)	Percent of Mobilization and Demobilization Considered to be Complete
More than 5%	50%
More than 25%	70%
More than 50%	80%
More than 75%	90%
Upon County’s acceptance of work including complete demobilization	100%

Payment for mobilization and demobilization shall be based upon the *lump sum* amount as stated in the Contractor's Proposal, *Bid Item No. 1 – "Mobilization & Demobilization"*. Payments shall constitute full compensation (less retention) for all labor, material, equipment, and all other items necessary and incidental to completion of this item of work.

END OF SECTION 2

SECTION 3 - EARTHWORK

3.1 GENERAL

3.1.1 Summary

The work in this section shall include furnishing all labor, supervision, tools, equipment, and materials necessary to complete and attain plan grades (and accomplish related work) upon which the gas interception system, PEMB foundation and floor slab, and appurtenant structures for this project will be installed. Earthwork shall conform to Section 300, "Earthwork" of the Standard Specifications and these Special Provisions. This work shall include, but is not limited to: preparation and submittal of geotechnical report, over-excavation, scarifications, placement and compaction of engineered fill.

3.1.2 Protection of Utilities and Restoration of Surfaces

The Contractor is responsible for the protection of all existing utilities. Movement of construction machinery and equipment over pipes and utilities during construction shall be at the Contractor's risk. Excavation made with power driven equipment is not permitted within two feet of any known utility or subsurface construction. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, use hand or light equipment excavation. Start excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured. Support uncovered lines or other existing work as affected by the contract excavation until approval for backfill is granted by the County. The Contractor shall report damage of utility lines or subsurface construction immediately to the County.

Protect newly graded areas from traffic, erosion, and settlement. Repair and reestablish damaged or eroded slopes, elevations or grades and restore surface construction prior to acceptance. Protect existing streams, ditches and storm drain inlets using proper erosion control methodology.

3.2 SUBMITTALS

3.2.1 Geotechnical Report for PEMB Relocation to Lamb Canyon

The Contractor is required to retain the service of licensed geotechnical engineer in the State of California to prepare, sign, stamp, and submit three (3) copies of a project-specific geotechnical report for the proposed PEMB location at the Lamb Canyon Landfill. The geotechnical engineer hired by the Contractor shall perform all work in preparation of the report including, but not limited to: field investigations, report preparation, research, soil sampling and geotechnical laboratory testing, project-specific seismic analysis, settlement and soil bearing capacity analysis. The report shall include, but not limited to: description of soil properties, field and laboratory testing results, soil bearing capacity and settlement results, corrosion potential, subgrade preparation requirements, over-excavation

limits, engineered fill requirements, foundation and floor slab design recommendations, and grading recommendations consistent with Facilities requirements. The Contractor shall not be allowed to start subgrade preparation for the PEMB at Lamb Canyon until a grading permit is issued by Facilities. Issuance of this grading permit is contingent upon Facilities review and approval of the geotechnical report. Refer to Section 1.7.3 of these Special Provisions for submittal processing and schedule.

3.3 MATERIALS

3.3.1 Soil Materials

The suitability of all earthen materials shall be consistent with the finding and recommendation in the geotechnical report, and are subject to inspection and verification by the County and Material Testing Firm. In general, structural fill and backfill materials shall consist of uncontaminated, granular, non-expansive soils (sands or silty sands) free of organic matter, debris, and cobbles or oversize materials larger than 6 inches. Contractor shall confirm that fill materials do not contain debris, brush, roots, wood, scrap material, sod, vegetation, refuse, or other deleterious or unsuitable materials. Excavated fine-grained materials are not suitable as engineered fill or backfill around structures. The Contractor shall stockpile the excavated material from subgrade preparation work within the designated project limits as shown on the project drawings. This stockpile material shall be utilized for any engineered fill required to achieve subgrade design elevations. Any additional material needed to achieve design subgrade will be provided to the Contractor by County forces.

3.4 EXECUTION

3.4.1 Subgrade Preparation

All work areas within the grading limits shown on the Project Drawings shall be evaluated and approved by the County to verify satisfactory completion of clear and grub work, penetration of the over-excavation into firm natural soils, and removal of all unsuitable materials. All unsuitable material found at the subgrade design elevations shall be excavated by the Contractor and the area shall be backfilled to design elevations and grades with engineered fill in accordance with the requirements of subsection 3.4.2 of these Special Provisions or as otherwise specified in the final geotechnical report. Unsuitable material, as identified by the County and Material Testing Firm, shall be removed and stockpiled within the project limits and shall not be used as engineered fill.

Unless noted otherwise in the final geotechnical report, areas where engineered fill is to be placed, or in other areas where unsuitable materials have been removed and where the surface is judged to be loose or otherwise unsuitable (i.e. incompetent bedrock), the subgrade shall be prepared as follows:

- a. The PEMB pad area shall be over-excavated so that the foundation (footings and floor slab) are supported on a minimum 2-foot thick engineered fill. The over-excavation shall extend a minimum of 3 feet horizontally beyond the foundation perimeter. Over-excavated areas will be observed, monitored, and verified by the County during excavation operations by the Contractor. Deeper removals may be necessary in localized areas where porous, compressible material is encountered or as determined by the County and/or Material Testing Firm. If deemed suitable by the County and in accordance with Section 3.3.1 of these Special Provisions, over-excavated material may be used for engineered fill.
- b. Prior to placement of engineered fill, the upper 6 inches of in-situ material shall be ripped, moisture-conditioned, and compacted to a minimum of 95 percent relative compaction, at moisture content between optimum moisture content (OMC) and 4% above OMC in accordance with ASTM D1557.

3.4.2 Engineered Fill

Under the direction of the County and Material Testing Firm, the finished subgrade shall be firm and suitable for placement of reinforced concrete. Unless otherwise specified in the final geotechnical report, the procedures for placement of engineered fill material shall be as follows:

- a. Only suitable material encountered within the project limits or on-site stockpile borrow material shall be utilized in the engineered fill areas in accordance with Section 3.3.1 of these Special Provisions.
- b. The Contractor shall spread soil evenly with equipment over the prepared subgrade. The Contractor shall place engineered fill material in lifts with an un-compacted thickness of no less than six (6) inches and no greater than eight (8) inches. Each lift shall be spread evenly, thoroughly mixed, and compacted to obtain a near uniform condition in each layer. In areas of excess lift thickness, re-grading and compacting of the surface to the maximum lift thickness must be completed by the Contractor prior to construction of additional lifts. The top of each previously compacted layer shall be scarified to provide a good bond between lift layers and minimize separation between lift layers.
- c. All engineered fill material shall be moisture-conditioned and compacted to a minimum of 95 percent relative compaction, at moisture content between optimum moisture content (OMC) and 4% above OMC in accordance with ASTM D1557. Additional water may need to be added during construction. The moisture content of the engineered fill materials prior to and during compaction shall be uniform throughout each layer of the material. When the moisture content of the fill material is below optimum, water shall be added until the moisture content is within the required limits to assure an adequate bonding and compaction of all fill material. When the moisture content of the fill material interferes with the compaction of

the soil, the fill material shall be aerated by plowing, discing, blading, or other satisfactory methods until the moisture content is acceptable. All plowing, tamping, blending, discing, or air drying of material is considered incidental to the work and no additional compensation will be allowed. Wetting of materials by rain or artificial means to unacceptable moisture content will require mixing or air drying to return this material to the required moisture content. Complying with this requirement is considered incidental to the work and no additional compensation will be allowed.

- d. The Contractor shall place engineered backfill adjacent to structures and compact the material in a manner to prevent a wedging action or eccentric load upon or against the structures. The Contractor shall not use equipment for backfilling operations or for the formation of embankments against structures that will overload the structure. Backfilling against concrete will not be permitted until the concrete has reached the specified strength as verified via the compressive strength testing or as approved by the County.

3.4.3 General Grading and Finished Surface

- a. The Contractor shall continuously develop and maintain a reasonably graded surface within the project grading area in order to maintain positive drainage condition and prevent ponding. Drainage surfaces shall be graded to drain away from structures. The Contractor shall grade to finished grades shown in the Project Drawings within 0.05 foot± tolerance. Existing grades which are to remain but are disturbed by the Contractor's operations shall be restored as specified herein. At the end of the project, any disturbed slopes shall be tracked walked and flatter grounds shall be finished graded, with a motor grader or approved equal, and graded to drain by the Contractor and as directed by the County.
- b. Surfaces receiving membrane as part of the gas interception system shall have a smooth finished surface. The surface shall not be pebbly or tracked and rutted by equipment and shall be free from pockets, holes, and discontinuities that in the judgment of the County could cause bridging and over stressing of the membrane. In addition, all rocks or coarse particles projecting by more than 1/4-inch above the finished surface shall be buried or removed.

3.4.4 Inspection and Testing

All work shall be performed in accordance with the project requirements under the ongoing observation of the County and/or Material Testing Firm. The Material Testing Firm shall verify that the engineered fill has been moisture conditioned and compacted adequately. The verification will be conducted by field-testing and visual observation of the operation. It is the Contractor's responsibility to ensure that the required moisture content and density of all earthworks are achieved. To obtain a building permit, the Material Testing Firm shall prepare a final compaction report and certification for line, grade, and elevation of the building area for submittal to Facilities. Construction of the gas

membrane barrier and reinforced concrete foundation/floor slab will not be allowed to commence until a building permit is issued by Facilities.

The Contractor shall supply labor and equipment for preparing test areas as requested by the County. When material has not been properly placed, moisture-conditioned, or compacted, as determined by observation or verification testing, such material shall be removed or reworked as necessary to obtain the required relative compaction and moisture content at the sole expense of the Contractor. When sand cone density tests, or any other field tests are performed, no equipment shall be operated within the immediate vicinity of the test area or as requested by the County. This requirement is essential since the vibration produced by the construction equipment will adversely impact the testing results.

3.5 MEASUREMENT AND PAYMENT

3.5.1 Geotechnical Report

Measurement and payment for the preparation and submittal of the Geotechnical Report shall be based upon the *lump sum* amount as stated in the Contractor's Proposal, *Bid Item No. 3 – "Prepare Geotechnical Report for PEMB Relocation to Lamb Canyon"*. Payments shall constitute full compensation (less retention) for all labor, material, laboratory testing, equipment and the preparation and submittal of geotechnical report, stamped by a qualified California Registered Geotechnical Engineer, and all other items necessary and incidental to completion of this item of work. For progress payments, 50% payment (less retention) shall be made upon initial submittal to the County for review and 50% payment (less retention) shall be made upon approval and issuance of a grading permit by Facilities.

3.5.2 Earthwork and Subgrade Preparation

Measurement and payment for earthwork and subgrade preparation shall be based upon *lump sum* amount as stated in the Contractor's Proposal, *Bid Item No. 6 – "Prepare Subgrade and Construct Reinforced Concrete Foundation and Floor Slab for PEMB"*. Payments shall constitute full compensation (less retention) for all labor, material, equipment, tools and all other items necessary and incidental to completion of this item of work.

END OF SECTION 3

SECTION 4 - PEMB REINFORCED CONCRETE FOUNDATION AND FLOOR SLAB

4.1 GENERAL

4.1.1 Summary

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 design and construction of the PEMB reinforced concrete foundation and floor slab to the elevations, lines and grades, and at the location shown on the Project Drawings or as directed by the County including but not limited to:

- a. Design PEMB foundation footings and floor slab, and submit structural calculations and plans stamped by a California Registered Structural Engineer.
- b. Supply, bend, and install all reinforcing steel.
- c. Supply and install all metal building anchors and bolts.
- d. Supply and install conduits and other accessories to be installed in concrete work as required and inspected prior to being embedded by concrete pouring.
- e. Supply and install cast-in-place concrete form work including, but not limited to:
 - i. Design, construction, and safety of formwork
 - ii. Supply and install required formwork ready for pouring of concrete
 - iii. Dismantle and dispose formwork
- f. Supply, install, and finish structural concrete
- g. Supply and apply concrete curing compounds

4.1.2 Protection

All finished concrete work shall be barricaded to pedestrian traffic for three (3) days. Barricades shall be placed immediately after concrete finishing. Contractor shall supply, place, and remove all barricades. All exposed surfaces of concrete shall be protected from damage due to temperature, elements, and construction operations. The Contractor shall be responsible for any damage to new construction and replacement or repair of the work shall be made without added cost to the County. Contractor shall not be permitted to start installation of the PEMB on the building foundation until the compressive strength test results have become available and show the specified design strength has been achieved.

4.2 SUBMITTALS

4.2.1 Design of a Reinforced Concrete Foundation and Floor Slab for the PEMB

The Contractor is required to retain the service of licensed structural engineer in the State of California to prepare, sign, stamp, and submit three (3) copies of a structural report for the proposed PEMB location at the Lamb Canyon Landfill. This report shall include a summary review of the existing drawings and calculations for the PEMB (Appendix B), structural analysis for the installation of this PEMB at Lamb Canyon landfill site, and design of a reinforced concrete foundation and floor slab for the PEMB as defined by the 2009 International Building Code (IBC) for "Heavy Warehouse/Loading Dock" live load conditions.

The Contractor shall not be allowed to start construction of the reinforced concrete foundation and floor slab until a building permit is issued by Facilities. Issuance of this building permit is contingent upon Facilities approval of the final compaction/certification report prepared by Material Testing Firm, acceptance of the prepared subgrade, as well as the review and approval of the structural analysis report for the PEMB structure and reinforced concrete foundation and floor slab design. Refer to Section 1.7.3 of these Special Provisions for submittal processing schedule.

4.2.2 Structural Concrete

a. Mix design and certifications

The Contractor shall prepare, obtain, and submit a mix design and certifications and submit to the County for review and acceptance at least two (2) weeks 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:

- i. Name of ready-mix batch plant
- ii. Serial number
- iii. Date and truck number
- iv. Name of Contractor
- v. Name and location of job
- vi. Specific classes or designation of concrete in conformance with that required in job specification
- vii. Amount of concrete
- viii. Time loaded