

313



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

FROM: Waste Management Department


SUBMITTAL DATE:
September 13, 2011

SUBJECT: Construction of Multi-Level Landfill Gas Detection Probes for Fiscal Year 2011/2012 through Fiscal Year 2013/2014 at the Badlands and Lamb Canyon Landfills

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Contract Documents for the Construction of Multi-Level Landfill Gas Detection Probes for Fiscal Year 2011/2012 through Fiscal Year 2013/2014 at the Badlands and Lamb Canyon Landfills; and
2. Authorize the General Manager-Chief Engineer to advertise for bids.

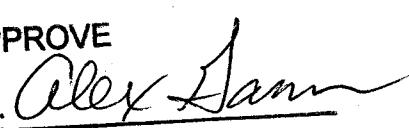
BACKGROUND: As part of the Waste Management Department's ongoing compliance with local and state regulations, additional landfill gas detection probes are needed at the Badlands and Lamb Canyon Landfills as each site expands. The construction performed in this contract is structured as a multi-year award, covering landfill expansion needs for Fiscal Year 2011/2012 through 2013/2014 with multiple call outs (up to five mobilization events through the duration of the contract). Additional linear footage has been added to the contract in case an existing detection probe needs to be relocated or replaced. The engineer's estimate for this project is \$150,072. It is anticipated that \$26,740 will be spent in Fiscal Year 2011/2012.


Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 26,740	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:	11/12

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

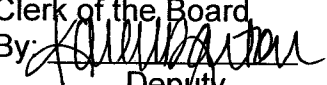
APPROVE
BY: 
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Ashley
 Nays: None
 Absent: Benoit
 Date: October 4, 2011
 xc: Waste

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref: **ATTACHMENTS FILED** District: 5 Agenda Number: **12.1**

FORM APPROVED COUNTY COUNSEL
 BY: 
 DATE: 9/16/11
 Departmental Concurrence

Policy
 Policy
 Consent
 Consent
 Dept's Recomm.:
 Per Exec. Ofc.:



Riverside County
Waste Management Department

CONTRACT DOCUMENTS
FOR THE CONSTRUCTION
OF
MULTI-LEVEL LANDFILL GAS DETECTION
PROBES FOR FISCAL YEAR 2011/2012
THROUGH FISCAL YEAR 2013/2014
AT THE
BADLANDS AND LAMB CANYON
SANITARY LANDFILLS

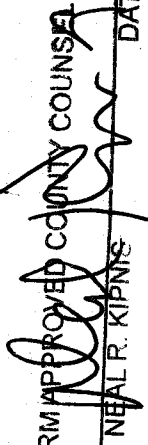
FORM APPROVED COUNTY COUNSEL
BY:  DATE: 11/16/11
NEAL R. KIPNIS

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GENERAL PROVISIONS

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APPENDICES

Appendix A -Project Drawings and Tables

DIGITAL APPENDICES

Digital Appendix 1 – Stormwater Pollution Prevention Plans (SWPPP) for the Badlands and Lamb Canyon Landfills

Digital Appendix 2 – Riverside County Emergency Action Plans (EAP) for the Badlands and Lamb Canyon Landfills

Digital Appendix 3 – Riverside County Spill Prevention, Control, and Counter Measure (SPCC) Plans for the Badlands and Lamb Canyon Landfills

Digital Appendix 4 - Existing Drilling Log Sheets

NOTICE TO CONTRACTORS

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

Construction of Multi-Level Landfill Gas Detection Probes

for Fiscal Year 2011/2012 through Fiscal Year 2013/2014

at the

Badlands and Lamb Canyon Sanitary Landfills

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 \$25 per set, received at the County's office and \$35 per set if mailed by U.S. mail (\$10 mailing cost does not apply when using recipient's mailing account number). No refund will be made.

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.

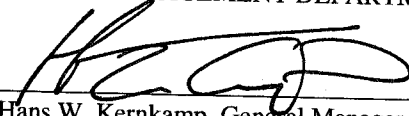
Proposals must be in accordance with the instructions and filed with the County by 11:00 am on Thursday, October 27, 2011 at 14310 Frederick Street in Moreno Valley which time and place are fixed for the public opening of bids. The Lamb Canyon Sanitary Landfill site is located at 16411 Lamb Canyon Road, Beaumont, CA, 92223. The Badlands Sanitary Landfill site is located at 31125 Ironwood Ave., Moreno Valley, CA, 92555. **A pre-bid site review will be conducted at the Badlands landfill on, Thursday, October 20, 2011, at 10:00 am.** A vicinity map for each site can be seen in Appendix A.

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 or C57 Contractors license from the State of California in order to be considered eligible for the contract award.

Dated: 10/4/11

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

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

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

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

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

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

QUALIFICATIONS OF BIDDERS: No proposal will be accepted from a Contractor who is not licensed under laws of California, as evidenced by the submittal of the Statement of Licensure. No award will be made to any bidder who cannot give satisfactory assurance to the County as to his ability to carry out the contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the contract.

The bidders shall include a listing of three references attached to the Contractor's Proposal that document prior work, similar to this contract, within the last five years. Each reference shall have an associated project name, work description, contact person, and contact phone number. Prior work performed by the Contractor or its subcontractor must include gas collection well and/or probe installation in a landfill environment. The County may disqualify a bidder that does not provide references or whose references cannot substantiate the bidder's qualifications. By submission of a bid, the bidders agree to be bound by the County's determination as to whether a bidder is qualified to do the work.

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" on the Internet by choosing Vendor Registration/Bidding Opportunities at <http://www.co.riverside.ca.us/>.

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 two (2) to four (4) weeks after the opening of the proposals.

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

FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE CONTRACT: In the event the bidder, to whom an award is made, fails or refuses to post the required bonds and provide the required certificates of insurance and fails to return executed copies of the Agreement within five (5) calendar days after the prescribed forms are presented to him for signature, the County may 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 Contract 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 (½) of one percent (1%) of the prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work.

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

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

CONTRACTOR'S PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE:

The undersigned hereby declares:

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

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

- (b) That this proposal is made without collusion with any other person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work, and has familiarized himself with all of the physical, climatic or other conditions related to the work.
- (d) That he has carefully examined the attached specifications, plans, and other Contract Documents, and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, he will enter into a written contract with the County of Riverside.
- (f) That he proposes to enter into such contract and to accept in full payment for the work actually done the prices shown in the attached schedule. 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 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 ARE ATTACHED TO THIS PROPOSAL

Contractor bids as follows for Construction of Multi-level Landfill Gas Detection Probes for Fiscal Year 2011/2012 through Fiscal Year 2013/2014 at the Badlands and Lamb Canyon Landfills, located in Moreno Valley and Beaumont, respectively, Riverside County, California:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	L.S.	5		
2	Demobilization	L.S.	5		
3	Drill Probe Boreholes Using Air Rotary Drill Rig Badlands Landfill	L.F.	620		
4	Drill Probe Boreholes Using Air Rotary Drill Rig Lamb Canyon Landfill	L.F.	636		
5	Construct Multi-level Probe	L.F.	1,186		
6	Install Steel Probe Protector with Lockable Lid	E.A.	9		
TOTAL COST				\$	

Contractor acknowledges receipt of Addenda No _____.

Name of Contractor: _____

Address: _____

Telephone: _____

Contractor's License No. and Classification: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

LIST OF SUBCONTRACTORS

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

Item No. (s): _____

Name of Subcontractor: _____

Address: _____

Item No. (s): _____

Name of Subcontractor: _____

Address: _____

Item No. (s): _____

Name of Subcontractor: _____

Address: _____

Item No. (s): _____

Name of Subcontractor: _____

Address: _____

Item No. (s): _____

Name of Subcontractor: _____

Address: _____

Item No. (s): _____

Name of Subcontractor: _____

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)
)
 COUNTY OF RIVERSIDE) SS

_____, being first duly sworn, deposes and says:

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

Subscribed and sworn to before me

this ____ day of _____ 20_____.

_____ Signature of officer administering oath

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

STATE OF CALIFORNIA)

SS

COUNTY OF RIVERSIDE)

_____ , being first duly sworn, deposes and says:

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

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

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

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

Subscribed and sworn to before me

this ____ day of _____ 20 ____ .

Signature of officer administering oath

AFFIDAVIT FOR CORPORATE CONTRACTOR

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

SS

_____, 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.

Subscribe 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 Construction of Multi-level Landfill Gas Detection Probes Fiscal Year 2011/2012 through Fiscal Year 2013/2014 at the Badlands and Lamb Canyon Landfills, in accordance with a Notice to Contractors dated.
2. _____ a _____ corporation, hereafter called Surety, is the surety on this Bond.

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

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

Dated: _____

By: _____

By: _____

Title: _____
(Surety)

Title: _____
(Contractor)

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

AGREEMENT

THIS AGREEMENT is made as of _____ and is between the COUNTY OF RIVERSIDE (County) and _____ (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, Construction of Multi-level Landfill Gas Detection Probes for Fiscal Year 2011/2012 through Fiscal Year 2013/2014 at the Badlands and Lamb Canyon Landfills, in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.
2. Contract Documents. The Contract Documents for the project are: (a) Notice to Contractors; (b) Instructions To Bidders; (c) Contractor's Proposal; (d) Agreement; (e) Bid Bond; (f) Performance Bond; (g) Payment Bond; (h) General Provisions; (i) Special Provisions; (j) Appendix A - Project Drawings; (k) Stormwater Pollution Prevention Plan (l) Standard Specifications for Public Works Construction, 2003 Edition, with Amendments; (m) any other documents included in or incorporated into the Contract Documents; (n) Addenda Nos. _____; (o) orders, instructions, drawings and plans issued by County during the course of the work in accordance with the provisions of the Contract Documents.
3. 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.
4. 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 St.
Moreno Valley, CA 92553

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

Contractor

By: _____

Name: _____

Title: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

Kecia Ihem-Harper, Clerk of the Board

By: _____
Deputy

(Seal)

EXHIBIT A

(To Agreement for the Riverside County Waste Management Department Project, Construction of Multi-level Landfill Gas Detection Probes for Fiscal Year 2011/2012 through Fiscal Year 2013/2014 at the Badlands and Lamb Canyon Landfills, located east of Moreno Valley and south of Beaumont, respectively, Riverside County, California.)

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 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
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2	Demobilization	L.S.	5		
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5	Multi-level Probe Construction	L.F.	1,186		
6	Install Steel Probe Protector with Lockable Lid	E.A.	9		
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 Construction of Multi-level Landfill Gas Detection Probes for Fiscal Year 2011/2012 through Fiscal Year 2013/2014 at the Badlands and Lamb Canyon Landfills (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 there under shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 25% without approval of Surety. (If the total contract price is inadvertently increased by more than 25% without approval of Surety, this performance bond will remain in effect for that portion of the contract existent prior to the 25% exceedance).

THIS BOND is executed as of _____.

Dated: _____

By: _____

By: _____

Title: _____

Title: _____

(Surety)

(Contractor)

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

PAYMENT BOND

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

The makers of this Bond are _____ as Principal and Original Contractor and _____ a corporation, authorized to issue surety bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated _____, between Principal and the COUNTY OF RIVERSIDE (County), a public entity, for \$ _____, the total amount payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for the public work generally consisting of Construction of Multi-level Landfill Gas Detection Probes for Fiscal Year 2011/2012 through Fiscal Year 2013/2014 at the Badlands and Lamb Canyon Landfills. The beneficiaries of this Bond are as is stated in Section 3248 of the Civil Code and Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

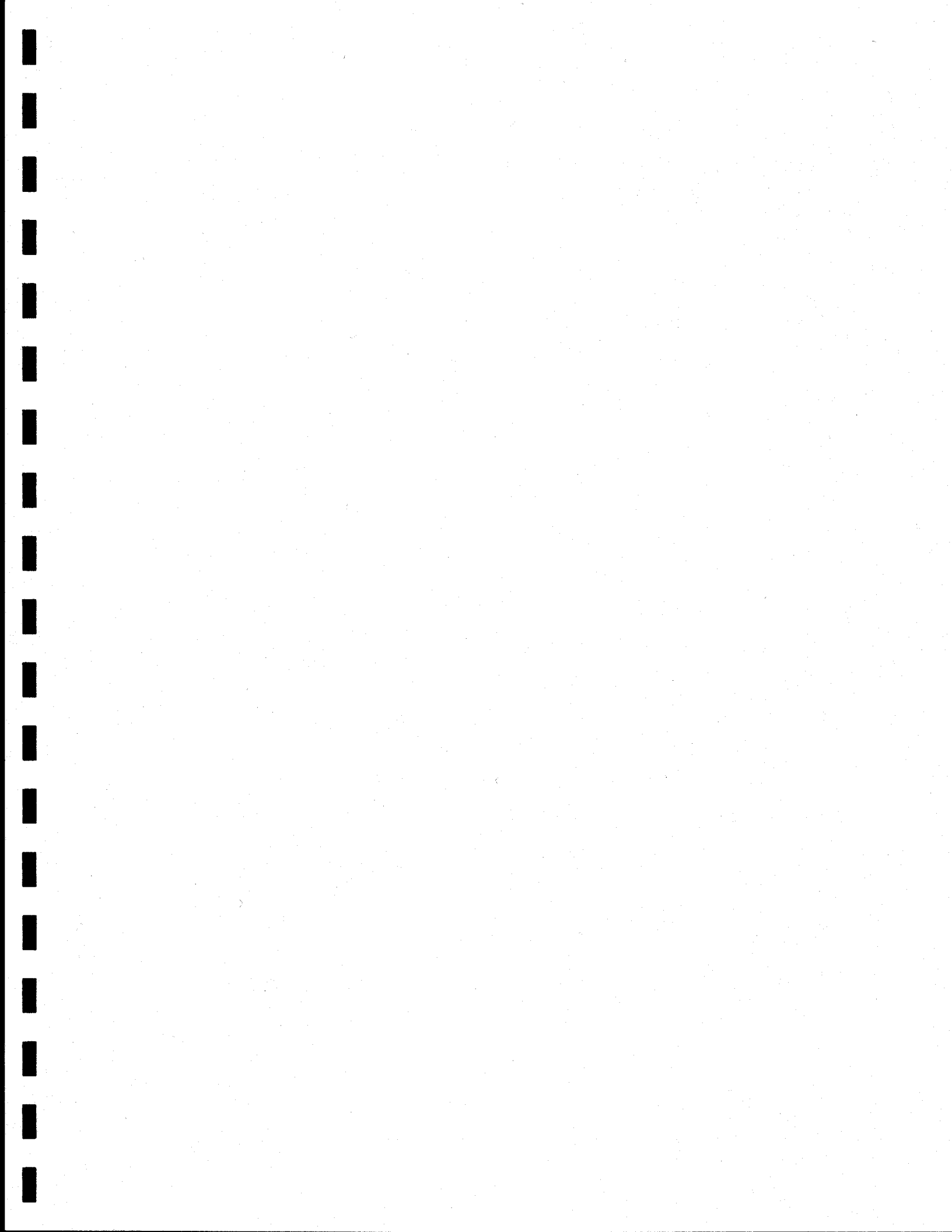
By: _____

By: _____

Title: _____
(Surety)

Title: _____
(Contractor)

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



GENERAL PROVISIONS
FOR
CONSTRUCTION OF
MULTI-LEVEL LANDFILL GAS
DETECTION PROBES FOR FISCAL YEAR
2011/2012 THROUGH FISCAL YEAR 2013/2014
AT THE
BADLANDS AND LAMB CANYON
SANITARY LANDFILLS

Prepared By:

RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT

14310 Frederick Street
Moreno Valley CA 92553

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1. SECTION 1 - DEFINITION OF TERMS

1.1. TERMS

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

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

named in the Agreement, or the total of all payments under the contract at the lump sum, unit price, or unit prices, as the case may be.

- m) SURETY OR SURETIES: The bondsmen or party or parties, approved by the County, who may guarantee the fulfillment of the contract by bond, and whose signatures are attached to said bond.
- n) RIGHT OF WAY: The whole right of way which is reserved for and secured for use in constructing the improvement.
- o) THE WORK: All the work specified in the Contract Documents.

1.2. SIMILARITY OF WORDS

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

2. SECTION 2 - SCOPE OF WORK

2.1. WORK TO BE DONE

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

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

2.2. CONSTRUCTION SCHEDULE

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

2.3. DRAWINGS AND SPECIFICATIONS ON THE WORK

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

2.4. ESTIMATE OF QUANTITIES

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

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

2.5. PROTESTS

If the Contractor considers any work demanded of it to be outside of the requirements of the contract, the Contractor shall immediately and before the start of such work state this in writing to the County. In such writing, the Contractor shall clearly and in detail state the basis of its protest. Except for such protests as are made of record in the manner herein specified, the

records, rulings, instruction, or decisions of the County shall be final and conclusive. Written protest by the Contractor shall not in any way relieve the Contractor from proceeding with the work as directed by the County.

2.6. ALTERATIONS

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

2.7. EXTRA WORK

2.7.1. General

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

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

2.7.2. Procedure for Extra Work

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

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

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

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

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

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

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

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

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

2.8. PAYMENT FOR EXTRA WORK

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

2.9. RIGHTS OF WAY

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

2.10. CLEANING UP

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

3. CONTROL OF THE WORK

3.1. AUTHORITY OF THE COUNTY

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

3.2. DETAIL DRAWINGS

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

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

3.3. CONFORMITY WITH PLANS AND ALL ALLOWABLE DEVIATIONS

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

3.4. INTERPRETATION OF PLANS AND SPECIFICATIONS

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

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

3.5. SUPERINTENDENCE

The Contractor shall keep on his work, continually during its progress, a competent Superintendent responsible for the construction of the work, as well as any necessary assistants. All such persons shall be acceptable to the County continuously throughout the duration of the project. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

3.6. LINES AND GRADES

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

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

3.7. INSPECTION OF WORK

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

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

3.8. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

3.9. EQUIPMENT AND PLANT

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. Plants shall be designed and constructed in accordance with general practice for

such equipment and shall be of sufficient material to carry the work to completion within the time limit. The Contractor shall provide adequate and suitable equipment and plant to meet these requirements and, when ordered by the County, shall immediately remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of the capacity for any equipment be exceeded. All vehicles used to haul materials over existing highways shall be equipped with pneumatic tires.

3.10. FINAL INSPECTION

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

4. CONTROL OF MATERIAL

4.1. COUNTY FURNISHED MATERIALS

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

4.2. SOURCE OF SUPPLY AND QUALITY OF MATERIALS

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

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

4.3. SAMPLES AND TESTS

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

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

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

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

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

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

4.4. STORAGE OF MATERIALS

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

4.5. DEFECTIVE MATERIALS

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

4.6. ASSIGNMENT OF CLAIMS

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

5. LEGAL RELATIONS AND RESPONSIBILITY

5.1. LAWS TO BE OBSERVED

5.1.1. Compliance with Applicable Law

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

5.1.2. Labor Code

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

5.1.3. Equal Employment Opportunity

The Contractor shall comply with all applicable non-discrimination and equal employment laws. The Contractor shall not discriminate in his recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this contract and shall comply with the provisions of the California Fair Employment Practice Act (commencing with S1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

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

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

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

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

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

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

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

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

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

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

5.1.4. Registration of Contractors

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

5.1.5. Accident Prevention

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

5.2. CONTRACTOR'S RESPONSIBILITY

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

5.3. CONTRACTOR'S RESPONSIBILITY FOR WORK

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

5.4. PROPERTY RIGHTS IN MATERIALS

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

5.5. PERMITS AND LICENSES

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

5.6. ROYALTIES AND PATENTS

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

5.7. SANITARY PROVISIONS

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

5.8. PUBLIC SAFETY

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

5.9. USE OF EXPLOSIVES

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

5.10. PROVISIONS FOR EMERGENCIES

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

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

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

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

5.11. UNFORESEEN DIFFICULTIES

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

5.12. ACCESS TO THE WORK

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

5.13. GUARANTEE OF WORK

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

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

5.14. SURETY OF GUARANTEE

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

5.15. DAMAGES BY ACT OF GOD

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

6. PROSECUTION AND PROGRESS

6.1. PROGRESS OF THE WORK

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

6.2. OVERTIME WORK AND WORK AT NIGHT

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

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

6.3. SUBCONTRACTING

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

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

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

the contract item bid price, if any subdivision of a contract unit is subcontracted, the entire unit shall be considered as subcontracted.

6.4. CHARACTER OF WORKMEN

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

6.5. TEMPORARY SUSPENSION OF THE WORK

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

6.6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

The following holidays will be considered as legal holidays: New Year's Day; Martin Luther King Jr. Birthday, Lincoln's Birthday; Washington's Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; 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 Section 5.1.3, Construction schedule updates as listed in Section 2.2, and National Pollution Discharge and Elimination System permit requirements and frequencies as stated in the Special Provisions.

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

7.6. DELAYED PAYMENTS

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

7.7. FINAL PAYMENT

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

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

The Contractor 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.

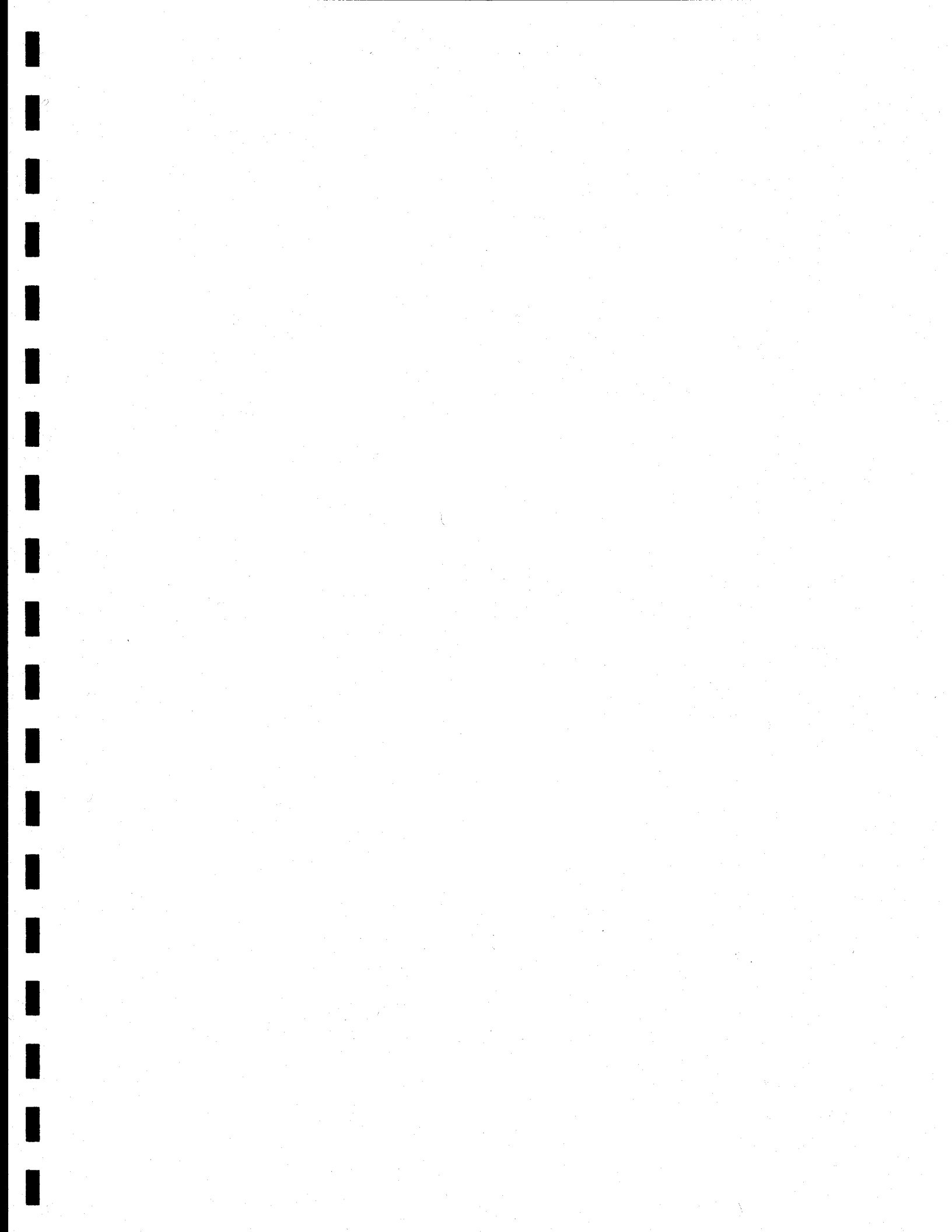
10.2. SIGNS

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.



SPECIAL PROVISIONS

FOR THE

CONSTRUCTION OF MULTI-LEVEL LANDFILL

GAS DETECTION PROBES

FOR FISCAL YEAR 2011/2012 THROUGH

FISCAL YEAR 2013/2014

AT THE

BADLANDS AND LAMB CANYON

SANITARY LANDFILLS

September 2011

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SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.1 INTRODUCTION

These Special Provisions are for the construction of Multi-Level Landfill Gas Detection Probes at the Badlands Sanitary Landfill located at 31125 Ironwood Ave, Moreno Valley, California, and at the Lamb Canyon Landfill located at 16411 Lamb Canyon Rd., Beaumont, California. The project is designated as "Construction of Multi-level Gas Detection Probes for Fiscal Year 2011/2012 through Fiscal Year 2013/2014 at the Badlands and Lamb Canyon Landfills" and is hereinafter referred to as the "Project". The Badlands and Lamb Canyon landfill are owned and operated by the Riverside County Waste Management Department (County) and referred to in these provisions as the County.

The work to be performed under this contract shall consist of furnishing all equipment, tools, superintendence, labor, skills, and all other items necessary for the construction of multi-level landfill gas detection probes components as described in these provisions and shown on the project drawings and at the locations staked by the County at the site. The County shall provide steel probe protectors with lockable lid to the Contractor to install. The Contractor shall supply and install all one-half inch solid and slotted PVC pipe, sand, bentonite, PVC caps and concrete. **The bid items reflect the work that is currently expected to be done during entire fiscal years 2011/2012 through fiscal year 2013/2014 in different mobilization phases. As reflected in the bid items, there will be several mobilizations required during the contract duration for each site. It is possible that there will be more or less work required of the Contractor during the contract duration than what is stated in the bid items. Regardless of the actual work done during the contract duration, the Contractor will be paid at the bid item prices. There will be a separate "Notice to Proceed" issued by the County for each mobilization.** The contractor will be reimbursed to mobilize per site, per occurrence. The contractor shall devise a construction schedule within 15 working days once the "Notice to Proceed" is given that will meet all regulatory requirements of the SCAQMD, RWQCB, and CIWMB.

The Contractor shall be aware that the Badlands and Lamb Canyon landfill are active landfill sites. The Contractor's work relating to the project shall not impede or interrupt daily landfill operations. 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.

1.2 Summary of Work

- A. The work to be performed under the provisions of these Special Provisions shall consist of furnishing all materials, equipment and tools, the performance of all necessary labor, for the construction of up to nine or more multi-level probes at the Badlands and Lamb Canyon Sanitary Landfills owned by the Riverside County

Waste Management Department (County). The Badlands Sanitary Landfill is located just north of State Highway Interstate 60, several miles east of Moreno Valley, California. The Lamb Canyon Landfill is located west of state highway 79, four miles south of Beaumont, California. The project name is "Construction of Multi-level Landfill Gas Detection Probes at the Badlands and Lamb Canyon Sanitary Landfills" and is hereinafter referred to as the Project.

- B. The Contractor shall supply all necessary labor, equipment and materials (except for lockable steel cover) to complete the Project as described in these Special Provisions and presented in the Project Drawings.
- C. The Contractor shall devise and submit to the County a construction schedule that will meet all regulatory requirements of the SCAQMD, RWQCB-SAR, and CIWMB.
- D. The Contractor shall mobilize, drill and construct nine or more multi-level gas probes around the perimeter of the landfills as shown on the drawings, and at the locations staked by the County at the site. The Contractor shall be responsible for cleaning up all construction debris and taking the debris to a proper disposal site.

1.3 Site Information and Conditions

- A. The Badlands and Lamb Canyon landfills are owned by the Riverside County Waste Management Department (County). Both the Badlands and Lamb Canyon landfills are active and have accepted nine and seven million tons of household refuse, respectively, to date.
- B. The Badlands landfill is located in the hills known as the "Badlands" approximately three miles northeast of Moreno Valley, California. The address is 31125 Ironwood Road. A location and vicinity map can be seen in the "Project Drawings" attached to the back of the contract document package.

The Lamb Canyon landfill is also located in the hills known as the "Badlands" approximately four miles south of Beaumont, California. The address is 16411 Lamb Canyon Road. A location and vicinity map can be seen in the "Project Drawings" attached to the back of the contract document package.

- C. The Badlands and Lamb Canyon landfills experience severe weather ranging in the same day from cool high winds to temperatures well into the 100's with little to no wind. The County recommends that the contractor be aware of site climatic conditions and be prepared to work in these conditions.

1.4 Site Geology

- A. The geologic structure of the Badlands and Lamb Canyon Landfills, in which the boreholes will be placed, are made up of alternating layers of very hard well graded sandstone, dense clayey siltstone, and gravelly sandstone of the San Timoteo Formation. The Formation becomes more compacted and denser at deeper levels.

The County has data from past bore-holes. This data is included in **digital Appendix 4**.

The Badlands landfill has two twenty to thirty foot thick well cemented hardened layers of conglomerate. Faulting in the vicinity of the landfill has caused these layers to be tilted and relocated to different depths and locations. Drilling through these two layers will be more difficult than the other geologic materials at either site.

1.5 Historical Drilling Conditions

- A. In the past, dozens of water quality monitoring wells have been drilled around the perimeter of the landfill from depths to 460 feet. Based on historical drilling methods the County is **recommending that the Contractor use an air rotary drill rig** with an 8" diameter tri-cone bit.

PART 2 PROJECT REQUIREMENTS

2.1 Materials

- A. The Contractor shall supply all materials and equipment required for the completion of all sixteen multi-level probes except for the lockable steel cover.
- B. Materials required for installation of the project as specified in the Project Drawings and Special Provisions include, but are not limited to, the following:
1. ½" diameter flush thread 0.02" screened schedule 40 PVC casing
 2. ½" diameter flush thread solid schedule 40 PVC casing
 3. 6" x 6" square by 5 feet long steel sleeve with lockable cover (supplied by County)
 4. Coarse granular bentonite
 5. # 3 sand, 8 x 20 (0.023" to 0.095" diameter), RMC Pacific Materials Lapis Lustre sand or approved equal
 6. ½" diameter schedule 40 PVC slip caps
 7. 3,000 PSI concrete
 8. water

PART 3 EXECUTION

- A. The work to be performed under the provision of these Special Provisions shall be conducted in a manner consistent with standard industry practices for such projects. No portion of this Contract shall relieve the Contractor from all applicable Federal, State, and local regulations pertaining to construction of this Project.

PART 4 SCOPE OF WORK

- A. The Contractor shall drill to the depths shown in **Appendix A**, Tables 1 and 2 at the locations shown in the drawings, using an air rotary drill rig. The boreholes shall be

drilled using an eight (8) inch diameter tri-cone bit. All holes, except 11 and 15 feet deep probes, will be over-drilled ten (10) feet to allow for caving while removing drill rod and bit. **The driller will be paid for the extra ten foot over-drill at the price listed per linier foot (L.F.) in the Contract Documents.** The County Geologist and driller will confer if the bore-hole will need to be drilled to a deeper depth than 10 feet over-drill.

- B. The Contractor shall install one to four, ½"-diameter, multi-level probes in the borehole for all eight (8) locations, at the depths shown in **Appendix A**, Tables 1 and 2, below ground surface as shown in the Project Drawings or as instructed by the County Geologist/Civil Engineer or as requested by the Geologist/Engineer's designee. The Contractor shall install clean backfill, bentonite and sand at the appropriate level in the borehole.
- C. The Contractor shall install a well protector and lockable monument cover at each multi-level probe location. The well protectors shall be constructed of steel and are five (5) feet long and six (6) inches by six (6) inches square. The steel protectors shall be installed 12" below grade and secured with an outside ring of concrete 15" wide and 12" thick.
- D. The Contractor shall demobilize and clean and remove all construction debris from the probe construction area and take it to the working face of the landfill. The Contractor may spread out tailings not used as backfill to a grade of no more than 3% in areas as directed by the County or as shown in the contract documents.

END OF SECTION

SECTION 01012 - CONDITIONS

PART 1 GENERAL

1.1 Standard Specifications

- A. The term Standard Specifications is a direct reference to the publication entitled "A Standard Specifications for Public Works Construction" (2003 edition) written and promulgated by the Joint Cooperative Committee of the Southern California Chapter American Public Works Association and Southern California Districts Associated General Contractors of California and all subsequent amendments, supplements, and additions. This publication is also known as the "Greenbook". The U.S. Standard Measures, also called the U.S. Customary System is the method of measurement to be used at all times.

1.2 Order of Precedence

- A. In case of conflict between the Contract Documents, the following order of governing documents shall be followed:
1. Special Provisions
 2. General Provisions
 3. Project Drawings
 4. Standard Specifications

1.3 Errors and Omissions in the Project Drawings

- A. The written dimensions on the Project Drawings are presumed to be correct, but the Contractor shall be required to check carefully all dimensions before beginning work. If errors or omissions are discovered, the County immediately shall be so advised in writing and will make the proper corrections. No extra work shall be performed on this contract on account of errors and omissions without the express and written authorization by the County.

1.4 Material Substitutions

- A. Reference is made to Section 4.2 of the General Provisions.

1.5 Abbreviations

AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
AQMD	Air Quality Management District
ASTM	American Society for Testing and Materials
AWS	American Welding Society

BOP	Bottom Of Pipe
CL	Center Line
CMP	Corrugated Metal Pipe
COND	Condensate
CS	Carbon Steel
DIA	Diameter
ELEV	Elevation
GB	Grade Break
LEL	Lower Explosive Limit
LFG	Landfill Gas
NFPA	National Fire Protection Association
NIC	Not in Contract
NMHC	Non-Methane Hydrocarbons
NMOC	Non-Methane Organic Compounds
NPT	National Pipe Thread
NTS	Not to Scale
O&M	Operation and Maintenance
OSHA	Occupational Safety and Health Administration
PPM	Parts per Million
PVC	Polyvinyl Chloride
RWQCB	Regional Water Quality Control Board
SCAQMD	South Coast Air Quality Management District
SCH	Schedule
STL	Steel
SWANA	Solid Waste Association of North America
TYP	Typical

1.6 Definitions

- A. Whenever the following terms are used in these Special Provisions, the intent and meaning shall be interpreted as follows:

1. Calendar Days: Each day of the year.
2. Night Hours: Thirty minutes after sunset to 30 minutes prior to sunrise.

1.7 Contacts

- A. For information or technical questions, please contact:

Mark D. Hunt, R.G., P.E., Senior Civil Engineer
Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, California 92553
(951) 486-3200

1.8 Pre-Bid Meeting and Job Site Walk

- A. A pre-bid meeting will be held at the Badlands Landfill on Thursday, October 20, 2011 at 10:00 am. An opportunity to review the job site and ask questions will be made available at that time.

1.9 Contractor Qualifications

- A. The Contractor shall be, at the time of bidding, and throughout the period of the Contract, licensed by the State of California to do the type of work required under terms of these Contract Documents. The Contractor, or the Contractor's personnel, shall hold appropriate certificates, licenses, and permits necessary to perform the work including, but not limited to, drilling and installing sixteen multi-level landfill gas perimeter detection probes. Contractor shall have experience in the installation of probes using the equipment specified in these Special Provisions. Experience references shall be provided to the County upon request.

1.10 Allowances

- A. The Contractor shall provide allowances for unforeseen circumstances which may arise from conditions unknown at the time of bidding. These allowances shall be for the purpose of providing necessary time and expense involved in completing the work within the time and budget given in the Contract Documents.

1.11 Time of Completion

- A. The Contractor shall diligently and continuously prosecute the entire project to final completion before the expiration of **40 WORKING DAYS** from the date of the Contractor's receipt of each "Notice to Proceed". The working day shall be as set forth in section 6.6 of the General Provisions. The length of each working day shall be from 7:00 AM to 4:00 PM, including one hour for lunch break, unless otherwise approved in writing by the County. The Contractor shall not be permitted to work on the following days designated by the County as holidays:

November 11, 2011 Veteran's Day
November 24, 2011 Thanksgiving Day

November 25, 2011	Friday following Thanksgiving Day
December 26, 2011	Monday after Christmas Day
January 2, 2012	Monday after New Year's Day
January 17, 2012	Martin Luther King, Jr. Day
February 12, 2012	Lincoln's Day
February 22, 2012	Washington's Day
May 28, 2012	Memorial Day
September 3, 2012	Labor Day
October 8, 2012	Columbus Day
November 11, 2012	Veteran's Day
November 24, 2012	Thanksgiving Day
November 25, 2012	Friday following Thanksgiving Day
December 26, 2012	Monday after Christmas Day
December 31, 2012	Monday before New Year's Day
January 1, 2013	New Year's Day
January 21, 2013	Martin Luther King, Jr. Day
February 12, 2013	Lincoln's Day
February 22, 2013	Washington's Day
May 27, 2013	Memorial Day
September 2, 2013	Labor Day
October 14, 2013	Columbus Day
November 11, 2013	Veteran's Day
November 28, 2013	Thanksgiving Day
November 29, 2013	Friday following Thanksgiving Day
December 25, 2013	Christmas Day
January 1, 2014	New Year's Day
January 20, 2014	Martin Luther King, Jr. Day
February 12, 2014	Lincoln's Day
February 22, 2014	Washington's Day
May 27, 2014	Memorial Day

In case all the work called for and all the conditions and requirements of the project are not completed within the number of working days specified above, liquidated damages of five hundred dollars (\$500.00) for each additional working day required to properly complete the project in excess of the allowed number of working days shall be paid by the Contractor to the County.

1.12 Regulatory Requirements

- A. The Contractor shall be familiar with all regulatory requirements associated with the work including Cal OSHA, South Coast Air Quality Management District (SCAQMD), California State Water Resources Contract Board, Regional Water Quality Control Board, Colorado River Region (RWQCB-CRR), California Integrated Waste Management Board (CIWMB), Riverside County Health Service Agency and the Riverside County Waste Management Department. All expenses

incurred as a result of non-compliance with regulations shall be borne by the Contractor.

- B. All work is subject to inspection by the governmental agencies that have jurisdiction over the work. The Contractor and all subcontractor(s) shall be responsible for complying with all of the requirements of the governmental agencies' permit(s), including but not limited to SCAQMD.
- C. All work shall be in compliance with each site's Emergency Action Plans (EAP) included in **digital Appendix 2**.
- D. All work shall be in compliance with each site's Spill Prevention, Control and Counter Measure (SPCC) plan include in **digital Appendix 3**.

1.13 Existing Conditions

- A. The Project Drawings cover existing conditions in an approximate manner only. The Contractor shall be responsible for determining the existing site conditions prior to bid submission and at all times during execution of the work; and this shall be reflected in the Contractor's proposal.
- B. Contractor acknowledges that there exist certain peculiar and inherent conditions during construction in the vicinity of buried refuse which may create unsafe conditions hazardous to persons and property.

1.14 Site Security

- A. Damage to construction machinery and installation equipment by accident, vandalism, or acts of nature shall be borne by the Contractor. If there is space available, the Contractor is invited to store the drill rig, support vehicle or equipment within its gated site along with County equipment at night and on weekends during the duration of this Project. However, the County takes no responsibility for any damage, vandalism or theft that may occur to the Contractors vehicles or equipment while parked in the County owned yard.
- B. Damage or loss of materials, parts and components of the construction work, which occur before final acceptance by the County, shall be borne by the Contractor.
- C. Contractor shall close access to the work area prior to performing other work and shall maintain the closure until construction in that area is complete. In order to insure the effectiveness of the closure, Contractor shall provide at the Contractor's expense such means as are necessary, including but not limited to fences, barricades, posting of signs, or any other means deemed prudent by the Contractor.
- D. The area where work is performed shall be protected daily to prevent access by unauthorized personnel.

1.15 Construction Site Maintenance

- A. The Contractor shall keep all areas clear of debris, refuse or construction materials that render the construction area an eye-sore or odor source.
- B. Throughout the period of construction, the Contractor shall keep the work site clean of all rubbish and debris, and shall promptly remove from any portion of the site, or from property adjacent to the site of the work, all unused materials, and debris.
- C. Upon completion of the work, and prior to final acceptance, the Contractor shall remove from the vicinity of the work all surplus material and equipment belonging to the Contractor or used under the Contractor's direction during construction, shall clean the site, and remove rubbish and debris to an appropriate permitted disposal facility.

1.16 Dust Control

- A. During mobilization from borehole to borehole, unpaved roadways shall be watered down by County water trucks, if necessary, until the surface is moist and then maintained in a moist condition to minimize dust.
- B. The County shall be responsible for all compliance requirements of the SCAQMD for dust control on unpaved roads at the site including but not limited to rule 403 compliance. The Contractor shall be responsible for all compliance requirements of the SCAQMD for dust control from drilling operations. The Contractor shall be responsible for having a certified rule 403 inspector present at all times.

1.17 Water

- A. The County has access to water at the entrance to the landfill. The County will fill the Contractor's drums or tanks as requested at no charge. It is recommended that the Contractor have a small water tank of one to two hundred gallon capacity mounted on a trailer or in the back of a truck for use to hydrate bentonite and to add to concrete.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

The unit prices in the Contractor's Proposal are to cover all expenses incurred in performing the work required under the Contract Documents. The unit prices shall include all labor, materials (as specified), taxes, equipment, hauling, excavating, overhead, profit, insurance, permits, bonds, etc. to cover the finished work called for.

1.1 Section Includes

- A. Measurement and payment criteria applicable to the work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

1.2 Authority

- A. Measurement methods delineated in the Contractor's Proposal are intended to complement the criteria of this section.

1.3 Unit Quantities Specified

- A. Quantities and measurements indicated in the Contractor's Proposal are for estimates only. Quantities placed in the work as measured by the County shall determine payment.
- B. If the actual work requires larger quantities than indicated, the Contractor shall provide the required quantities at the unit prices contracted.

1.4 1.04 Measurement of Quantities

- A. Measurement by Depth: Measured by actual depth of completed probe.
- B. Measurement by Weight: No item in the Contractor's Proposal will be measured by weight.
- C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- D. Measurement by Area: Measured by square dimension using mean length and width or radius.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- F. Unit Price Measurement: Items measured by volume, area, or linear means or combination, as appropriate, as a completed item or unit of the work.

1.5 Payment

- A. Payment Includes: Full compensation for all required labor, products, materials, tools, equipment, plant, transportation, sale taxes, services and incidentals, erection, application or installation of an item of the work, overhead and profit. This includes costs for preparation and delivery of all required submittals including but not limited to the following items: Construction Schedule, Storm Water Pollution Prevention Plan (SWPPP), supplement and required inspection reporting forms, safety plan, and certified payroll. Costs for these items are considered incidental and are to be included in the various items of work.
- B. Final payment for work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the County multiplied by the unit price for work which is incorporated in or made necessary by the work.

1.6 Defect Assessment

- A. The County shall determine whether or not the work, or portions of the work, needs to be replaced in order to conform to specified requirements.
- B. If, in the opinion of the County, it is not practical to remove and replace the work, the County will direct one of the following remedies:
- C. The defective work may remain, but the unit sum/price will be adjusted to a new unit/price at the discretion of the County.
- D. The defective work will be repaired in accordance with the instructions of the County, and the unit sum/price will be adjusted to a new unit price at the discretion of the County.
- E. The individual Special Provisions sections may modify these options or may identify a specific formula or percentage unit price reduction.
- F. The authority of the County to assess the defect and identify payment adjustment is final.

1.7 Non-Payment for Rejected Products

- A. Payment will not be made for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required work.
 - 5. Products remaining on hand after completion of the work.
 - 6. Loading, hauling and disposing of rejected Products.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 Method of Measurement and Payment

- A. All 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.
- B. Full compensation for all expenses shall be considered as included in the unit prices paid for the materials being measured and no additional compensation will be allowed therefore.
- C. The method of measurement and payment, as described herein is for each item that appears in the Contractor's Proposal. Payments for unit price items shall be made on the basis of measured quantity in place as determined by the County. Payment for lump-sum items shall be paid as a pro rata portion of the entire lump sum based upon an estimated percent completion of the item, as approved by the County.

3.2 Mobilization

- A. Mobilization shall provide all equipment and temporary facilities including transportation, hauling, maintenance and service including bonds, permits, insurance, preparation of a health and safety plan, preparation of a detailed project schedule, material, labor, and equipment procurement, cost of temporary services etc. as specified herein. Also, the Contractor shall provide project signs in accordance with section 8.8 of the general provisions. Information in accordance with SCAQMD rule 403 shall be displayed on the sign. Payment for mobilization shall be based at the contract lump-sum bid price and no additional compensation shall be allowed. Payment will be made at a percentage of the price bid according to the following schedule:

Percentage of Contract Work Completed (Excluding Mobilization)	Amount of Mobilization Considered Complete
5%	50%
10%	75%
15%	95%
20%	100%

3.3 Demobilization

- A. Demobilization shall be done on a lump sum basis and shall, at a minimum, consist of removal of excess materials, proper cleanup of construction generated debris and removal of construction equipment. Payment will be made at the completion of the contract.

3.4 Drill Probe Boreholes Using Air Rotary Drill Rig

- A. This work includes labor, equipment and materials to drill nine (9) or more boreholes to a depth of 11 to 285 vertical linear feet using air rotary drill rig and 8" diameter tri-cone drill bit into native, semi-hard semi-cemented sandstone, siltstone, and hard and well cemented conglomerate for the purpose of installing gas detection probes. Payment will be made on a per foot basis.

3.5 Construct Multi-level Probe

- A. This work includes labor, equipment and materials to construct sixty-four (64) gas detection probes using 1/2" Schedule 40 PVC solid and screened pipe as shown in the drawings in Tables 1 and 2. Four probes shall be installed per bore-hole at depths shown in Tables 1 and 2, below ground surface. Each probe shall have the screened section back-filled with sand. Solid pipe above the screen section shall have a minimum five feet of bentonite plug. The Contractor shall also provide 1/2" PVC slip caps. Each probe shall extend to the level of the steel sleeve cover lockable lid. Each individual PVC probe shall be marked on the pipe near the top of steel probe protector with permanent marker its depth in feet. The depth needs to be legibly written on the pipe (**not the cap**) and be close enough to the top of the steel casing to be read easily. Payment will be made on a per foot basis.

3.6 Install Steel Probe Protector with Lockable Cover

- A. This work includes the labor, equipment and materials to install 6" x 6" square steel probe sleeve protectors with lockable cover lids. The County shall supply the 6"x 6" square steel protector sleeve's that are five feet in length. The steel protective sleeve shall be lifted over the probes and inserted 12" deep into the 8" diameter borehole. A twelve inch tall concrete box shall be installed around the 6" x 6" square steel protector sleeve to a depth of 8" above grade surface. Concrete shall be poured into a 36" x 36" wood form, or approved equal, around the base of the steel sleeve. The form shall be constructed of 2" x 12" lumber. The concrete shall be placed so that it slopes slightly away from the metal sleeve. All concrete that splatters on the yellow painted steel probe sleeve cover shall be wiped off and cleaned by Contractor. Payment will be made on a per each installed basis.

3.7 Payment Procedures

- A. The basis of payment for the work done will be the actual units of work performed, and the unit prices given by the Contractor in the Contractor's Proposal.
- B. The Contractor shall agree to accept the Contract Price as full compensation for all work embraced in the Contract and for all losses or damages arising out of the nature of the work, the action of the elements, or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance, and for all risks of every description connected with the work.

- C. The County will make monthly partial payments as the work progresses, in accordance with the general provisions. The Contractor may be requested by the County to prepare supporting documentation certifying work completed by the Contractor.
- D. Failure or lack of cooperation by the Contractor to prepare or to submit reports, progress schedules, or plans for changes contemplated in the Contractor's operations, or to participate in preparation of same, promptly as required, shall be cause for withholding all or parts of the progress payment then pending until such time as the Contractor has met all requirements to the satisfaction of the County.
- E. If any of the work is performed on a cost-reimbursable, unit price or hourly rate basis, the Contractor shall maintain, and require all subcontractors and vendors to maintain, full and detailed accounts of actual quantities and hours on a form acceptable to the County. The Contractor's field representative shall obtain signature of approval by the County on the submitted form within one work day of performance of the work.
- F. All records of quantity computations or labor hours expended to perform the work against estimated (or non-estimated) material quantities or time shall be subject to audit by the County at any time during the Contract. The Contractor shall at all times cooperate with the County to amend or change any accounting procedure for cost plus work found to be unsatisfactory.
- G. In the event that work is to be performed on a reimbursable or chargeable basis, the County will include, as part of the Contract, special terms and conditions setting forth all chargeable and non-chargeable cost items and procedures for the payment of costs and Contractor's fees related thereto.
- H. The County will establish the percentage complete for all partial payments.

END OF SECTION

SECTION 01046 - CONTROL OF WORK

PART 1 GENERAL

1.1 Authority of the County

- A. The County shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed; all questions which may arise as to the interpretation of the contract documents, which include the Project Drawings and Special Provisions; and all questions as to the satisfactory and acceptable fulfillment of the Contract on the part of the Contractor.

1.2 Conformity with Project Drawings and Allowable Deviations

- A. All work shall be completed to the lines, grades, and dimensions shown on the Project Drawings. Any changes or deviations from the Project Drawings shall be approved by the County.

1.3 Coordination and Interpretation of Project Drawings and Special Provisions

- A. It is inherent in the nature of construction that some changes in the Project Drawings and Special Provisions may be necessary during the course of construction to adjust them to field conditions. The County shall have the right to make such changes, from time to time, in the Project Drawings, in the character of the work as may be necessary or desirable to insure the completion of the work in the most satisfactory way.

1.4 Inspection

- A. The Contractor shall fully cooperate with the County in providing safe access during the County's periodic inspections of the work.
- B. Any work covered before acceptance or approval of the County shall be uncovered if required by the County, for examination at the Contractor's expense.

END OF SECTION

SECTION 01300 - SUBMITTAL

PART 1 GENERAL

1.1 Section Includes

- A. This section covers the general requirements and procedures for submittals. Submittals shall be presented for the following items (but not be limited to):
1. Items requiring submission for approval.
 2. Product Data
 3. Construction Schedule
 4. Driller's Log Sheet
 5. Health and Safety Plans
 6. A list of equipment that will be used for this project
 7. superintendent information
 8. NPDES compliance requirements

1.2 Construction Schedule

- A. The Contractor shall submit a construction schedule to the County within five (5) calendar days of issuance of the Notice to Proceed.
- B. The Schedule shall include as a minimum, the start and finish dates for each tasks or activity. The Contractor shall monitor, update, and submit an up-to-date version of the Schedule at any frequency the County deems necessary, but in no case less than once every two (2) weeks. The revised schedule shall clearly show actual progress and affected portions of the project. The revised schedule shall also show activities or portions of activities completed during the reporting period, and their total value as basis for the Contractor's periodic request for payment.
- C. The Contractor shall work diligently to complete those activities or portions of work in a timely manner, so that no delay will be caused to their work activities.
- D. The Contractor shall participate in a review and evaluation of the proposed schedule at a time and location established by the County. The Contractor shall make all revisions to the Contractor's schedule in accordance with the review comments, and resubmit to the County for approval. The approved schedule shall then be used by the Contractor for planning, organizing, and directing the work and for reporting progress.
- E. The County shall approve the final revised version of the schedule before any construction begins.
- F. The schedule update (monitoring) shall include the following items:

1. Activities that are completed or in progress are to be identified on the schedule.
 2. Restraints imposed by material deliveries, precedent activity durations or schedule adjustments, are to be appropriately represented on the monthly update of the schedule.
 3. The schedule shall indicate the percent of work actually completed and their total value.
 4. All activities that are behind schedule shall be identified and reported.
- G. In addition, the Contractor shall provide a narrative report which includes, but is not necessarily limited to (1) a description of anticipated and current problem areas; (2) delaying factors and their impact on the overall schedule completion date; and (3) an explanation of corrective actions taken or prepared to improve or remedy the conditions.

1.3 Product Data and Samples

A. Product Data

1. Product data as specified in individual sections, include, but are not necessarily limited to:
 - a. ½" Schedule 40 PVC screened casing and solid blank casing
 - b. # 3 sand
 - c. bentonite
 - d. ½ schedule 40 PVC slip caps
 - e. concrete
2. The product data shall include materials lists, catalogs, brochures, performance and technical data, service history, characteristics, and like information to fully describe the products covered by the submittal.
3. The Contractor shall submit complete technical, performance, and catalog information for every item proposed for installation in the work. (Include information on ratings, capacities, characteristics, manufacturers' standard guarantees and warranties with the terms and conditions fully described, and all other information to fully illustrate and describe the items as may be specified or required for approval.)
4. The Contractor shall submit all material delivery tickets to the County upon delivery of products.

B. Samples

1. Samples specified in individual sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products,

color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the County for independent inspection and testing, as applicable to the work.

1.4 Contractor's Responsibilities

- A. The Contractor shall review product data and samples prior to submitting them to the County. As a minimum, the Contractor shall determine and verify the following:
 - 1. Field Measurements
 - 2. Field Construction Criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with the Special Provisions
- B. The Contractor shall provide with each submittal to the County, a signed certificate stating that he has determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and has checked and coordinated each item with other applicable approved Contract requirements.
- C. The Contractor shall notify the County in writing, at the time of submittal, any deviations in the submittals from the requirements of the Contract Documents.
- D. The review and approval of samples or catalog data by the County shall not relieve the Contractor from responsibility to fulfill the terms and conditions of the Contract. All risks of error and omission are assumed by the Contractor and, therefore, the County shall have no responsibility thereof.
- E. No work requiring working drawing, sample, or catalog data shall start nor shall any materials be fabricated or installed prior to approval in advance and in writing by the County. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The County shall not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- F. All work, materials, fabrication, and installation shall conform to approved drawings, applicable samples, and catalog data.

1.5 Submission Requirements

- A. The Contractor shall deliver all submittals to the County on or before the approved schedule submittals deadline dates.
- B. Below is a list of submittals and number of copies of each that is required:
 - 1. Product Data: Three copies
 - 2. Samples: Number of copies is stated in the respective Special Provisions Sections.

C. Submittals shall, as a minimum, contain the following:

1. The date of submission and the dates of any previous submissions.
2. The project title and number.
3. Contractor, supplier or manufacturer name, address and identification.
4. Product identification including the specification section number.
5. Field dimensions which shall be clearly noted as such.
6. Relevant standard specification, and/or testing methods (i.e., ASTM or Federal Specification).
7. Markup and identification of any deviations from Contract Documents.
8. Markup and identification of any revisions on resubmitted documents.

D. Submittal Form

1. Submittal forms and each page of the submittal shall have a unique submittal number. See the sample form included as part of this section.
2. Sequentially number the transmittal. Re-submittals shall have original number with an alphabetic suffix (A, B, C, etc.) to indicate the sequence of the re-submittal.
3. Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all shop drawings and other descriptive data.
4. Required number of copies (see Section 01300, 1.5-B) of each submittal and necessary data shall be provided to the County. The County will not accept submittals from anyone but the Contractor.

E. Alternatives

1. The Contractor shall use materials and equipment as specified in these Special Provisions and as indicated in the Project Drawings, unless otherwise approved in advance and in writing by the County.
2. The Contractor shall submit to the County any proposed alternates during the bid phase only. Submittals for alternates shall not be considered after acceptance of the Contractor's proposal unless availability problems prohibit the use of a specified item during construction.
3. All submittals for the alternate shall be in conformance with these submittal requirements and must be accompanied by sufficient product data for the County to determine equivalency. Failure to submit adequate product data will result in rejection of the alternate.

1.6 Re-submission Requirements

- A. The Contractor shall make all required corrections and changes in the submittals and resubmit to the County for approval.
- B. The Contractor shall make all revisions to initially submitted shop drawings and product data, and resubmit to the County in accordance with the Special Provision requirements, including samples of revised materials or products.
- C. The Contractor shall check and review the submittals returned for correction and ascertain whether the required corrections result in extra cost above that included in the Contract, and shall give written notice to the County within five working days if, in the Contractor's opinion, extra costs result from corrections. The Contractor's failure to give such written notice or the starting of the work covered by returned submittal constitutes a waiver by the Contractor of claims for extra costs resulting from required corrections.
- D. A submittal is not required if the Contractor used identical equipment as specified in the Special Provisions. A submittal is required if the product has not been completely detailed and specified or when the product is not available in a timely manner.
- E. When the submittals are returned and marked "AMEND AND RESUBMIT" or "REJECTED, SEE REMARKS," the corrections shall be made as noted thereon and as instructed by the County and six corrected copies shall be resubmitted.
- F. When corrected copies are resubmitted, the Contractor shall in writing direct specific attention to all revisions and shall list separately those revisions made other than those called for by the County on previous submissions.
- G. The need for more than one re-submission, or another delay in obtaining the County's review of submittals, will not entitle the Contractor to extension of the Contract time unless delay of the work is directly caused by a change in the work authorized by a Change Order or by failure of the County to review a submittal within the submittal review period set forth herein and to return it to the Contractor.
- H. The County's submittal review period shall be ten consecutive work days in length and shall commence on the first work day immediately following the date of arrival of the submittal or re-submittal in the County's office. The time required to mail the submittal or re-submittal back to the Contractor shall not be considered a part of the submittal review period.
- I. The County's review of submittals will cover only general conformity to the Project Drawings and Special Provisions, external connections, and dimensions which affect the layout. The County's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device or item shown. The County's review of submittals shall not relieve the Contractor from

responsibility for errors, omissions, or deviations, nor responsibility for compliance with the Contract Documents.

- J. All costs for preparation, correction, and delivery of submittals shall be included in the Contractor's total bid price.

1.7 General Procedures for Submittals

- A. The Contractor shall prepare and transmit the submittals for each portion of the work sufficiently in advance of performing the work or the activities and within the time specified in the individual work sections of these Special Provisions so that the installation is not delayed by submittal reviews. No extension to the original contract duration shall be allowed because of the Contractor's failure to transmit submittals in a timely manner.

1.8 Progress Reports

- A. A Progress Report shall be furnished to the County with each application for progress payment. If the work falls behind schedule, the Contractor shall submit additional progress reports at such intervals as the County may request.
- B. Each Progress Report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. All work reported complete, but which is not readily apparent as complete to the County, must be substantiated with satisfactory evidence.
- C. Each progress report shall also include three prints of the accepted graphic schedule marked to indicate actual progress.
- D. The Contractor shall submit daily field reports indicating work performed and completed that day, quantity of material used and equipment used to perform the work.

1.9 As-Built Drawings

- A. The Contractor shall keep on the site a set of construction drawings and drill logs marked in red pencil to accurately show the as-built conditions.

1.10 Health and Safety Plan

- A. The Contractor shall submit to the County within 5 days following award of Contract and prior to commencing the work, a Health and Safety Plan. The plan shall include all safety actions and measures to be implemented during the work in order to minimize the risk of occupational injuries and illnesses.
- B. The County shall review the Health and Safety Plan and shall have the right to require the Contractor to amend it if necessary. The Contractor shall make the recommended corrections and resubmit to the County for review and final acceptance. The Contractor shall under no circumstances commence work prior to the County's final acceptance of the plan.

- C. Review and acceptance of the Health and Safety Plan by the County or its designated representative shall not in any way impart any liability on the County or its designated representative. The Contractor is solely responsible for the Safety Plan and its implementation.

1.11 Superintendence

- A. The Contractor shall furnish to the County, in writing, the name of the representative, or representatives, who shall have complete authority to act for this project including, but not limited to: implementation and enforcement of the site safety plan, the maintenance of barricades, signs, traffic control, fencing, erosion and dust control. The Contractor shall also furnish to the County a telephone number where the Contractors representative may be contacted 24 hours a day. The representative shall be present at the job site during all working hours.

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

- A. The County complies with the State NPDES through regular inspections, monitoring and implementation of best management practices as described in the Badlands and Lamb Canyon Landfill Storm Water Pollution Prevention Plans (SWPPP). The Contractor shall be responsible for compliance with the SWPPP, attached as **Appendix 1**. In addition, within five days of notification of award and prior to start of any work, the Contractor shall prepare and submit to the County a project-specific Storm Water Pollution Prevention Plan (SWPPP) outlining procedures to reduce pollutants (directly or indirectly related to the Contractor's activities) in storm water runoff. This will be included as part of the County's NPDES Permit (**Appendix 1**).
- B. The Contractor shall maintain a copy of the SWPPP (County and Contractors) at the project site and shall make the SWPPP available upon request
- C. The Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the SWPPPs and any amendments thereafter and for repairing and disposing of any control measures.
- D. Inspections of the construction site shall be completed by the contractor to identify deficient measures as follows:
 - 1. Prior to forecast storm.
 - 2. After precipitation which comes with the capability of carrying sediment from the Contractors site.
 - 3. At 24 hour intervals during uninterrupted precipitation event.
 - 4. At a minimum of once every two weeks.
- E. The Contractor shall take appropriate measures for the prevention and proper clean up of any potentially spilled diesel oil, equipment fluids and any other hazardous materials.

PART 2 EXECUTION

2.1 Submittal Procedure

- A. Contractor shall use the submittal form included in this section to transmit all submittals to the County.
- B. The Contractor shall use a cover letter to transmit submittals which clearly identifies all of the submittals being transmitted.
- C. The submittal form attached to each submittal shall be completed in its entirety.

END OF SECTION

Submittal Form

**Multi-level Gas Detection Probe Construction
Badlands and Lamb Canyon Sanitary Landfills**

Submittal No. _____

Type of Submittal:

- Product Data
- Proposed Alternatives
- Work Schedule
- Progress Reports
- As-Built Drawing
- Health and Safety Plan
- Other: _____

Submitted By: _____

Address: _____

Phone: _____

Contact: _____

No. of Pages: _____

Submittal Reviewed and Approved By: _____

SECTION 01412 - TESTING AND INSPECTION

PART 1 GENERAL

1.1 Summary

- A. Material or equipment shall be inspected in accordance with:
1. Material or equipment shall be subject to the following tests and examinations.
 - a. Visual inspection witnessed by the County:
 - 1) Satisfactory Workmanship and Assembly
 - 2) Materials
 - 3) Freedom from surface defects.
 - 4) Checking components
 - 5) Checking dimension
 - 6) Compliance with:
 - a) Article Description
 - b) Certified Drawings Furnished by Vendor
 - c) Vendor's Catalogue Description
 - d) Special Provisions
 - e) Project Drawings
 2. All testing and inspection must be witnessed by the County's representatives unless other arrangements have been made in advance and in writing. If allowed by the County, shop fabricated equipment may be verified as satisfactory by the vendor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 Summary

- A. This section contains information on system tests that are applicable to certain types of work.

3.2 Probe Depth and Construction

- A. The County, or its representative, at its option, may perform depth measurement on any probe or borehole to verify the requirements of these Special Provisions.
- B. Installations that fail to meet the required depth requirements shall be removed and reinstalled until the Special Provisions are met. All costs associated with rework or retesting shall be borne by the Contractor.

- C. The County shall witness all borehole depths prior to backfill and compaction. Witness by the County does not relieve the Contractor from the requirements of this section.
- D. The County shall witness all portions of the construction for each of the four probes to be installed in the borehole.
- E. The Contractor shall be cooperative with the County Geologist/Civil Engineer or his or her assigned designee to collect samples from tailings in order to create a log of the geology of the borehole.

END OF SECTION

SECTION 01601 - CONTROL OF MATERIALS

PART 1 GENERAL

1.1 Approval of Materials

- A. The Contractor shall incorporate only first-quality standard new materials and products in the work. All materials and products furnished by the Contractor shall be approved by the County prior to being incorporated into this work. No material shall be delivered to the site without prior approval of the County.
- B. The Contractor shall submit to the County and in accordance with Section 01300 of this Special Provisions, all data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the County to identify the particular product and to form an opinion as to its conformity to the Special Provisions.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the County requires, either prior to beginning or during the progress of the work, the Contractor shall submit additional samples or materials for such special tests as may be necessary to demonstrate that they conform to the Special Provisions. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the County will make arrangements for payment for the test.
- D. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of a claim against the County.
- E. The materials and equipment used on the work shall correspond to the approved samples or other data.

END OF SECTION

SECTION 01742 - WARRANTY OF WORK

PART 1 GENERAL

1.1 Summary

- A. The Contractor shall warrant and guarantee the performance of all work. The Contractor shall be responsible for the correction of all deficiencies of work, including detailed design and fabrication performed by the Contractor, all Subcontractors, vendors, and suppliers.
- B. The Contractor's warranty period shall be a minimum of two years from the date of final project acceptance by the County, except where longer warranty periods are specifically stated by the manufacturer of individual components or required in the Special Provisions.
- C. The Contractor shall assign all warranties and guarantees of equipment vendors which extend the minimum warranty to the County. Point of sale/purchase and date of purchase of equipment items shall be submitted.
- D. The Contractor shall guarantee all materials and workmanship suitable for the service intended and that said materials shall be free from all inherent defects in design and workmanship. All costs to correct defects shall be at the Contractor's expense.
- E. The performance of guarantee and conditions specified in this section shall be secured by a surety bond per Section 5.14 of the General Provisions.

PART 2 EXECUTION

- A. All work which has been rejected or defects discovered after project close-out shall be remedied, or removed and replaced, by the Contractor at the Contractor's own expense, with work conforming to the Project Drawings and Special Provisions. Latent defects which become apparent after lapse of the warranty period shall be corrected by Contractor at its sole cost and expense provided County notifies Contractor of such defect within two (2) months after discovery thereof by County. Failure to inspect work at any stage shall not relieve the Contractor from an obligation to perform sound and reliable work as herein described.
- B. The County will endeavor to locate errors or defective materials of workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the County is under no obligation to do so, and neither the County shall be held liable because errors or defective material or workmanship by the Contractor are not discovered by the County prior to subsequent work. Any omission or failure on the part of the County to discover, or notify the Contractor of, or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material.

- C. During the warranty period, should the Contractor fail to remedy defective material or workmanship, or to make replacements within five (5) working days after written notice by the County, it is agreed that the County may (but is not bound to) make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.
- D. In the event that immediate repairs are required by a regulatory agency due to system failure caused by or due to defective material or workmanship, repairs and/or replacements may be made by County if Contractor does not respond upon notification or cannot be contacted. The actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.
- E. The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by law. The remedies provided herein shall not be exclusive and the County shall be entitled to any and all remedies provided by law.

END OF SECTION

SECTION 01810 - SAFETY

PART 1 GENERAL

1.1 Summary

- A. Contractors shall comply with Provisions of Occupational Safety and Health Administration Regulations for Construction, 29 CFR, 1926/1910 and CFR 1910.120, the California Department of Industrial Relations, Division of Industrial Safety (Safety Orders), with the additional Safety Provisions in the Contractor's Safety Plan, and all other applicable Federal, State, County and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of this Contract. If any of these requirements are in conflict, the more stringent requirement shall apply. The Contractor's failure to be thoroughly familiarized with the aforementioned safety and health provisions shall not relieve the Contractor of responsibility for full compliance with the obligations and requirements set forth herein.
- B. The Contractor is advised that decomposing refuse produces landfill gas which is approximately 50 percent methane (natural gas) by volume. Landfill gas is colorless, can be odorless, may contain hydrogen sulfide, toxic or hazardous material, is combustible, and may contain no oxygen. Landfill gas can migrate through soil adjacent to landfills. The Contractor is, therefore, advised of the need for precautions against fire, explosion and asphyxiation when working near boreholes on the project site. However, due to the location of the probes and the type of drilling used, it is not anticipated that landfill gas will be encountered. The excessive pressure caused by compressed air in the dual wall drilling system is several orders of magnitude higher than any recorded landfill gas pressure in the landfill. Each borehole will be checked by the Contractor during drilling and probe installation using a gas detector.
- C. The safety plan shall have provisions for all aspects of protection against bodily injury from heavy construction equipment, tools and equipment required to construct the system. Additionally provisions shall be made to protect against ingestion, absorption or inhalation of hazardous compounds. The plan shall also have provisions for the excavation of refuse which shall be handled in a safe, sanitary, and proper manner.
- D. The Contractor shall under no circumstances deviate from the Health and Safety Plan requirements and shall be responsible for any violation of the rules and regulations in effect. The County shall issue an order to stop all work and the Contractor shall not be entitled to any extension of the time or any claim for damage or to any compensation for either the directive or the work suspension order.
- E. Acceptance of the Safety Plan by the County does not release the Contractor of liability in the event of an accident or injury, nor does it place any liability on the County.

- F. The exact nature of materials and wastes disposed of at the landfill is unknown. The possibility exists of encountering gases and/or other substances during the work that may be potentially hazardous to the safety and health of personnel.
- G. The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's equipment and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions at the work area arising from the Contractor's execution of the work, including safety and health of all authorized persons and property involved in the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The County's review of the Contractor's performance does not relieve the Contractor of responsibility for compliance with applicable laws, regulations and requirements.
- H. The Contractor shall observe and comply with all applicable laws, regulations for hazardous waste operations, employee safety and health requirements set forth in these Special Provisions or otherwise applicable to the work. Such information, interpretation, or representation of laws, regulations or ordinances referenced in the Contract Document shall not take precedence over the laws, regulation or ordinance itself. Information on the type's, quantities, and concentrations of contaminants which may be found in the landfill gas can be found in gas test reports available from the County.

PART 2 MATERIALS

Not Used

PART 3 EXECUTION

3.1 General Requirements

- A. The Contractor shall develop and maintain for the duration of work activities at the site, a written, site specific Health and Safety Plan for operations that will effectively incorporate and implement all applicable requirements. The Health and Safety Plan shall be prepared under the direction of an industrial hygienist or equivalent and shall be submitted by the Contractor to the County within 5 calendar days after receiving the Award of the Contract and prior to any work commencing at the site. The Safety Plan shall incorporate the requirements of these Special Provisions, including but not limited to, Section 01811.
- B. In the event the Health and Safety Plan is determined by the County, State, or Federal Regulatory Agencies to be inadequate to protect the employees and the public, then such plan shall be modified to meet the requirements of the County, State, or Federal Regulatory Agencies at no additional cost to the County.
- C. The Contractor shall assume full responsibility to ensure that during construction all employees follow the Safety Plan.

- D. Should violations of the Safety and Health requirements be called to the Contractor's attention by the County or any authorized representative of a regulatory agency, the Contractor shall immediately correct the identified violations.
- E. In the event the Contractor fails or refuses to promptly comply with any compliance directive, the County may issue an order to stop all or any part of the work. When compliance with the directive issue is accomplished, an order to resume work will be issued. The Contractor shall not be entitled to any extension of the time or any claim for damage to or any compensation for either the directive or the work suspension order. Failure of the County to order discontinuance of any or all of the Contractor's operations shall not relieve the Contractor of responsibility for safety.
- F. The Contractor shall require of all personnel on the site including the County or its representative, to wear the appropriate field gear such as steel toe boots, hard hats, orange safety vests, safety belts, and lanyards, and others.
- G. The Contractor shall secure all work areas and close any open holes or excavation when not working by marking with ribbons and cones, and posting of signs indicating to the public to stay away due to the existence of deep open excavation.
- H. The Contractor shall provide LEL gas detection monitoring each bore-hole during drilling and installation of each probe. The County recommends the use of a Gas Tech 402, or equivalent device which measures Oxygen, Carbon Monoxide, Hydrogen Sulfide and Methane levels.
- I. **Smoking** is only allowed in designated areas. Those areas will be pointed out in maps provided with each "Notice to Proceed"
- J. The Contractor shall close access to the work area prior to performing other work and shall maintain the closure until construction in that area is complete. The Contractor shall provide such means as are necessary to insure the effectiveness of the closure, including but not limited to: fences, barricades, posting of signs.

END OF SECTION

**SECTION 01811 - SAFETY PROCEDURES-PROBE DRILLING AND
CONSTRUCTION**

PART 1 GENERAL

1.1 Summary

- A. The purpose of this section is to establish responsibilities and guidelines for safe work practices while performing well drilling and construction activities. The Contractor shall be responsible for planning and conducting work as safely and efficiently as possible.
- B. It is the responsibility of the Contractor to ensure that all personnel are properly trained in the appropriate safety practices and procedures the work.
- C. A safety coordinator, supplied by the Contractor, shall be present at all times during construction work on or within 1,000 feet of the landfill. The safety coordinator will have responsibility to assure observance of all Contractor safety procedures, and shall be trained in the use of all safety equipment.
- D. The Contractor shall submit a safety plan to the County for review and acceptance prior to starting the work. The safety plan shall be at least as stringent as the guidelines included herein. The Contractor is solely responsible for the safety plan and its implementation and neither the County shall have liability resulting in injury or death to Contractors, Contractor employees or subcontractors and their employees.

PART 2 MATERIALS

Not Used

PART 3 EXECUTION

3.1 Application

- A. Any person working near the edge of a borehole (greater than 8 inches in diameter) is required to wear a parachute style body harness with lanyard anchored to an immobilized drill rig or other safe immobilized structure. The area surrounding the bore hole where personnel must wear a safety harness will be identified with barricade tape. The Contractor may propose an alternative safety procedure. Upon it discretion the county may or may not approve alternative safety procedures.
- B. Due to the typically oxygen deficient atmosphere in the subsurface, anyone falling into an excavation well, even a short distance, would probably not survive. For this reason, all personnel working near the hole must be tethered.
- C. A minimum of two fire extinguishers shall be provided at the drilling site by the Contractor. (Two, 20:A-80:BC are required.)

D. Smoking shall only be permitted in designated smoking areas.

END OF SECTION

SECTION 02070 - CONSTRUCTION STAKING

PART 1 GENERAL

1.1 Staking

- A. The County will indicate the location of the Multi-level probes by the use of stakes. The Contractor shall offset the stakes as required and perform any other staking or surveying required to complete the project including grade staking.

1.2 Re-staking

- A. Any re-staking required due to Contractor's destruction of existing stakes will be charged to Contractor. Charges will include hourly rates of surveying personnel including travel time, vehicle and equipment usage, materials, and any other charges associated with the re-staking work.

END OF SECTION

SECTION 02075 - DISPOSAL OF CONSTRUCTION DEBRIS

PART 1 GENERAL

1.1 Summary

- A. During the course of this Contract, un-used concrete, bags or material not used, is hereafter referred to as "normal waste material", and will require legal disposal.

1.2 Disposal Costs

- A. The Contractor may dispose of, at no cost, normal waste materials that were generated on site in the process of this project, on the working face of the landfill before 3:00 PM on any work day.

1.3 Permit Compliance

- A. The Contractor shall comply with all applicable CIWMB and SCAQMD requirements for disposal of waste materials.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 Disposal

- A. The Contractor shall be responsible for the complete removal and disposal of all waste material each day.

END OF SECTION

SECTION 02200 - EARTHWORK

PART 1 GENERAL

1.1 Summary

- A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all backfilling required to complete the work shown on the Project Drawings and specified herein.

PART 2 PRODUCTS

2.1 Material

- A. Backfill

Backfill around the probes shall be clean and free of pebbles, rocks and debris. The Contractor shall be allowed to use tailings or on-site material designated by the County. All backfill material shall be screened through 1/16 inch or less wire mesh.

- B. Sand

Sand shall be clean, graded, kiln dried Monterey sand, RMC Lonestar "Lapis Lustre" #3 sand or approved equivalent brand. The sand shall be clean, free of debris rocks and pebbles. Marble, calcium carbonate or other similar chemically reactive sand shall not be used.

- C. Bentonite

Bentonite shall be Wyoming Bentonite, Enviroplug Granular Medium or approved equivalent brand.

PART 3 GENERAL REQUIREMENTS

3.1 Construction

- A. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc. and to prevent such accidents that may endanger the environment. The Contractor will be responsible for the cost of remediation as a result of any such discharges or accidents. Spilled diesel fuel or oil will require excavation and soil disposal at a Class 1 landfill at the Contractor's expense.

3.2 Native Soils

- A. Excavated native soils from the drilling operation may be used as bore-hole backfill provided the following:
 - B. The excavated backfill soil is to be clean, odorless, free of vegetation, refuse or any other deleterious material and to the satisfaction of the County.

- C. The permeability of the backfilled material shall be less than or equal to the permeability of the existing cover material.
- D. If clean fill material is available on site for the Contractor's use, the Contractor shall be responsible for removing all cobbles and stones greater than 1/16" from the backfill material.

3.3 Bentonite

- A. The uppermost bentonite seal shall be installed between six feet to twelve inches below ground surface. A five-foot seal is required by regulations (room is needed to place the steel sleeve protective cover 12" into the bore-hole).

PART 4 EXECUTION

4.1 General

- A. The Contractor shall restore, without extra cost to the County, street pavements, walks, curbs, gutters, trees, shrubbery, landscaping, etc., that may be damaged in the performance of work under this section, in a manner prescribed by authorities having jurisdiction.

4.2 Final Grading

- A. After the probe has been finished and backfilling completed and settled, all areas which are to be graded shall be brought to grade at the indicated elevations, slopes, and contours.
- B. Tailing piles shall be removed or flattened and spread out. Areas for spreading out material shall be approved by the County in the field. All surfaces shall be graded to secure effective drainage. Unless otherwise indicated, a slope of at least three percent shall be provided.
- C. Final grading and surfacing shall be smooth, even, and free from clods and stones larger than one inch in greatest dimension, weeds, brush, and other debris.

END OF SECTION

SECTION 03390 - CONCRETE

PART 1 GENERAL

1.1 Summary

- A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all excavation, backfill, compaction and placement of concrete required to complete the work shown on the Project Drawings and specified herein. The work shall include, but not necessarily be limited to excavating soil around the steel protective sleeve, covering of sleeve with plastic sheeting, placement of concrete, disposal of waste and surplus materials.

1.2 Submittal

- A. The Contractor shall submit a submittal sheet with the specifications of the concrete mix.
- B. The 36" x 36" x 12" concrete forms shall be constructed from 2" x 12" lumber or approved equal, such as Quicktubes.

PART 2 PRODUCTS

2.1 Material

- A. Concrete shall consist of Portland cement, aggregates, water and admixtures when approved for use. Unless otherwise indicated, Concrete shall have a 28 day compressive strength of 3,000 psi.

PART 3 GENERAL REQUIREMENTS

3.1 Construction

- A. The Contractor shall excavate and/or backfill and compact soil and protect the probes and steel sleeve in a manner to allow the placement of the concrete ring. No concrete is to be placed in the inside of the steel sleeve or in such a manner that the concrete is underneath the steel sleeve or near the probes. The steel sleeve shall be placed over the probes within the 8" diameter bore-hole, on top of the bentonite, before the concrete is poured.

3.2 Unit price

- A. The unit price for adding the 36" x 36" wide by 12" thick concrete ring or box around the 6" x 6" square steel protective sleeve shall be included in the lump sum cost for "Installing Steel Probe Protector with Lockable Lid".

PART 4 EXECUTION

4.1 General

- A. The 6" x 6" square protective steel sleeve shall be placed over the probes and inserted into the 8" diameter bore-hole twelve inches so that it lies on top of the bentonite. Concrete shall be poured to fill around the outside of the 6" x 6" square protective steel sleeve and within the 36" x 36" wood box constructed of 2" x 12" dimensional lumber. The steel sleeve shall be adjusted until it is vertical.
- B. Contractor shall provide a concrete washout, in compliance with state NPDES requirements. See Digital Appendix 1 for appropriate concrete washout procedures.

END OF SECTION

SECTION 13905 - MULTI-LEVEL PROBE DRILLING AND CONSTRUCTION

PART 1 GENERAL

1.1 Summary

- A. Drilling Construction of the multi-level probes shall consist of drilling vertical boreholes and furnishing and installing PVC solid and screens pipe, fittings, bentonite and sand, all in accordance with details as indicated on the Project Drawings and as specified herein.
- B. Individual lengths of probes within each borehole may be changed by the County following drilling depending on the geologic profile of the borehole. The probes shall then be constructed according to the County Geologist/Civil Engineer.
- C. There shall be up to four probes in each borehole. The Project Drawings show the corresponding borehole depths, and approximate probe depths.
- D. All screened casing and solid casing used in the construction of the probes shall be 1/2" diameter flush thread unless otherwise approved by the County. The screened pipe shall be installed as indicated on the well details. All PVC casing and fittings in the probes shall be schedule 40 unless otherwise approved by the County.
- E. The cost of drilling, backfill, installation, storage of excavated material related to the installation of the probes shall be included in the probe construction costs.
- F. The minimum diameter of the hole drilled for the borehole shall be 8" as indicated on the Project Drawings.
- G. The Contractor shall maintain a log for each hole drilled. The minimum information required on the log are:
 - 1. Probe depth
 - 2. Probe screen intervals
 - 3. Sand top and bottom depths
 - 4. Bentonite seal top and bottom depths
 - 5. Native backfill top and bottom depths
 - 6. Time of day, drill information, equipment used, and any problems encountered.
 - 7. Type of drill rig, and driller's and driller assistant(s) name
 - 8. Complete and detailed description of materials used in well construction, including; length, diameter, and type of casing; screen interval; screen size and perforation pattern; sand and bentonite size and type; and amount of water added to bentonite seals down hole.

- H. The probe log form shall be completed by the Contractor in its entirety and submitted to the County for review and acceptance. Probe construction shall not be considered complete until the well log has been accepted as complete by the County.
- I. The Contractor shall comply with all safety procedures for probe construction included in these Special Provisions and Contractor's Safety Plan.
- J. The unit price for installation of each probe shall be per vertical foot of probe installed. The measurement of the probe for payment shall be from the bottom of the borehole to existing grade.
- K. The County must approve the depth measurement procedures used by the Contractor. The County may verify measurements as the County deems appropriate.
- L. The Contractor shall submit to the County samples of the bentonite, sand and any other materials requested by the County. The Contractor shall provide the name of the materials suppliers and shall maintain the same sources throughout the work. Change of source shall require the County's approval.
- M. The Contractor shall cease drilling if groundwater is encountered as directed by the County. The Contractor shall not be compensated for drilling deeper than the indicated depth on the plans or than that specified by the County.

1.2 Scope of Work

- A. The Contractor shall drill and install multi-level probes as shown on the Project Drawings.
- B. The County will stake the actual probe locations.
- C. The general locations of the probes shall be as shown on the Project Drawings unless otherwise directed by the County.
- D. The County shall provide drilling pads where probe locations are located on sloped areas deemed too steep by the Contractor. The Contractor shall notify the County one week notice if a pad is required. The County shall make the temporary pad(s) out of existing excavated material from the site using County equipment and operators. No additional payment shall be given to the Contractor to accommodate stand-by time while the pads are created.

PART 2 PRODUCTS

2.1 Materials

- A. PVC solid casing, screened sections and fittings in the wells shall be Schedule 40 unless otherwise indicated on the Project Drawings.
- B. All PVC solid casing and screened sections shall be ½" diameter and be flush thread type as shown on the Project Drawings.

- C. All screened pipe sections shall be five or ten feet in length and have a slot size of 0.02" and be Sinclair Well Product brand or approved equivalent.
- D. All solid casing pipe sections shall be five or ten feet in length and be Sinclair Well Product brand or approved equivalent.
- E. The backfill around the screened five foot section shall consist of # 3 sand, (8 x 20) Lapis Lustre sand and be RMC Pacific Materials Lonestar Brand or approved equivalent as indicated in these Special Provisions and on the Project Drawings.
- F. Native backfill material can be tailings from the borehole as long as the material is free of debris and is filtered through 1/16" wire mesh screen. If the tailings are too coarse, on-site material can be used instead. The on-site material would have to be screened as well.
- G. Bentonite granular chips shall be used for probe seals. Bentonite shall be Enviroplug medium granules or approved equivalent. The bentonite granules shall be hydrated in the borehole.
- H. Ten gallons of clean potable water shall be used to hydrate each minimum five foot level of bentonite plug. The County shall supply potable water to the Contractor.

PART 3 EXECUTION

3.1 Installation

- A. The borehole for the probe shall be straight and the probe shall be installed as shown on the Project Drawings. During the backfill operation, the Contractor shall take all necessary precautions to install the probe casings vertically and to keep them from touching or overlapping. If the PVC casing is installed severely out of plumb, the Contractor at its own expense will correct the alignment.
- B. If during the drilling of the probe borehole an obstruction is encountered such that the probe well cannot be completed as called for in the Project Drawings, the County shall be consulted whether the borehole has advanced to a sufficient depth. If, in the opinion of the County, the borehole has reached a sufficient depth, the Contractor will be required to complete the probe and he will be compensated based on the finished depth actually reached, at the unit price included in the bid. If, in the opinion of the County, the borehole has not reached a sufficient depth to function as an effective probe, the Contractor will abandon this borehole by backfilling it with soil. The upper five feet backfill of soil in the borehole shall be compacted. The Contractor will be compensated only for feet drilled in the abandoned hole at the unit price included in the bid.
- C. The top of the each probe shall be capped immediately following installation. Each probe will have its depth written on the pipe casing adjacent to the cap with a water proof permanent marker.

- D. Bentonite seals shall be a minimum of five (5) feet thick. Ten gallons of potable water shall be poured slowly down the 8" dual wall casing to hydrate each five foot section of bentonite seal.
- E. Care will be taken not to bridge any material inside the borehole. Sand, bentonite and native backfill shall be poured down the borehole at a slow steady pace. Care must be taken so that no foreign objects, such as paper, weeds, or small rocks enter the borehole.
- F. Sand shall be placed one foot above the uppermost screen interval so that the bentonite does not accidentally seal the probe.
- G. No glue or solvent of any kind shall be used in the drilling or construction of the multi-level probes.

H. Groundwater Encountered

If during the drilling of a probe borehole groundwater is encountered, the Contractor shall stop drilling and immediately alert the County. The Contractor shall backfill and seal the borehole with bentonite clay from the bottommost location of the casing to five (5) feet above groundwater table. Payment will be for drilling only on a per foot basis. The Payment shall be based on the maximum depth reached prior to backfill with bentonite, provided the depth was less than the depth shown on the Project Drawings or as requested by the County. The County will reimburse the Contractor upon presentation of invoices documenting the cost, for any extra bentonite used to seal a hole if groundwater is encountered.

- I. The Contractor shall re-drill any borehole that caved in due to loose material. The Contractor shall not be compensated for caved boring.
- J. In the event that a well is not completed by the end of the day and is to be left open, the Contractor shall place ¾" thick plywood or steel plate over the opening and put at least 100 pounds of sand or bentonite bags on top of the plate. The Contractor shall post warning signs and shall cordon off the area with safety ribbon and barricades. At all times, the Contractor shall be responsible for enforcing the Health and Safety requirement and secure the construction area.

3.2 Disposal of Excavation Material

- A. The Contractor shall be responsible for the disposal of all excavated material in accordance with these Special Provisions, including Section 02075 - Disposal of Construction Debris.

END OF SECTION

SECTION 15101 - PROBE PROTECTIVE STEEL SLEEVE AND LOCKABLE COVER

PART 1 GENERAL

1.1 Submittal

- A. The County will supply to the Contractor 6" x 6" square x 5" long steel protective sleeve with lockable cover. The protective steel cover will have been already painted yellow by the County. The Contractor shall install a 6" x 6" square x 5" long steel protective sleeve with lockable cover on each of the sixteen boreholes as indicated on the Project Drawings and as specified herein.

1.2 Acceptance at Site

- A. The Contractor shall submit to the County, any proposed alternates in accordance with Section 01300.

PART 2 MATERIALS

2.1 Protective Steel Sleeve and Lockable Cover

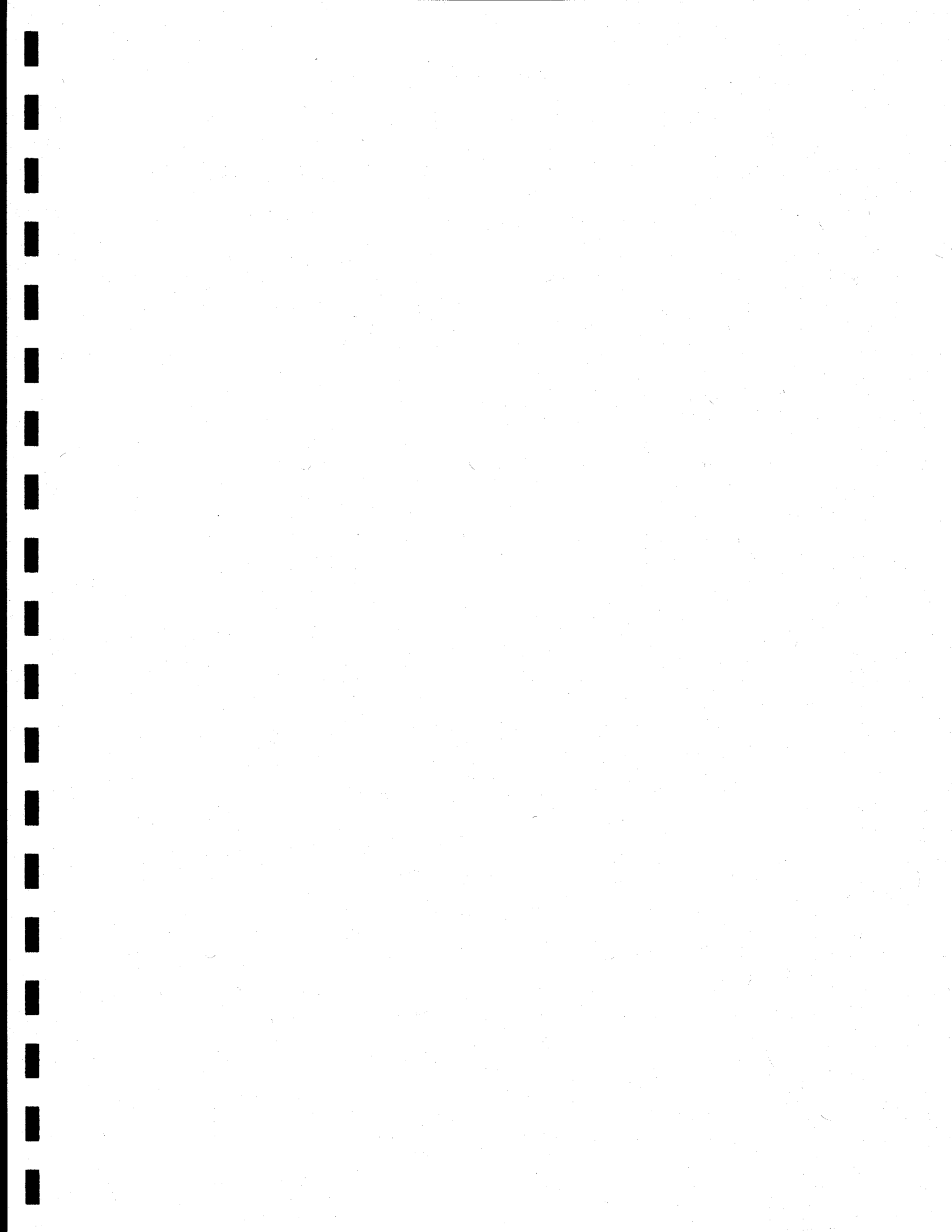
- A. The County shall provide protective sleeves with lockable steel covers. Each sleeve shall be 6 inches square and five (5) ft. in length.

PART 3 EXECUTION

3.1 Installation

- A. The Contractor shall install protective sleeves and cover as described in Section 03390 Concrete.
- B. Care must be taken to protect the paint from concrete above grade. All concrete splashes above grade shall be wiped clean or re-painted.

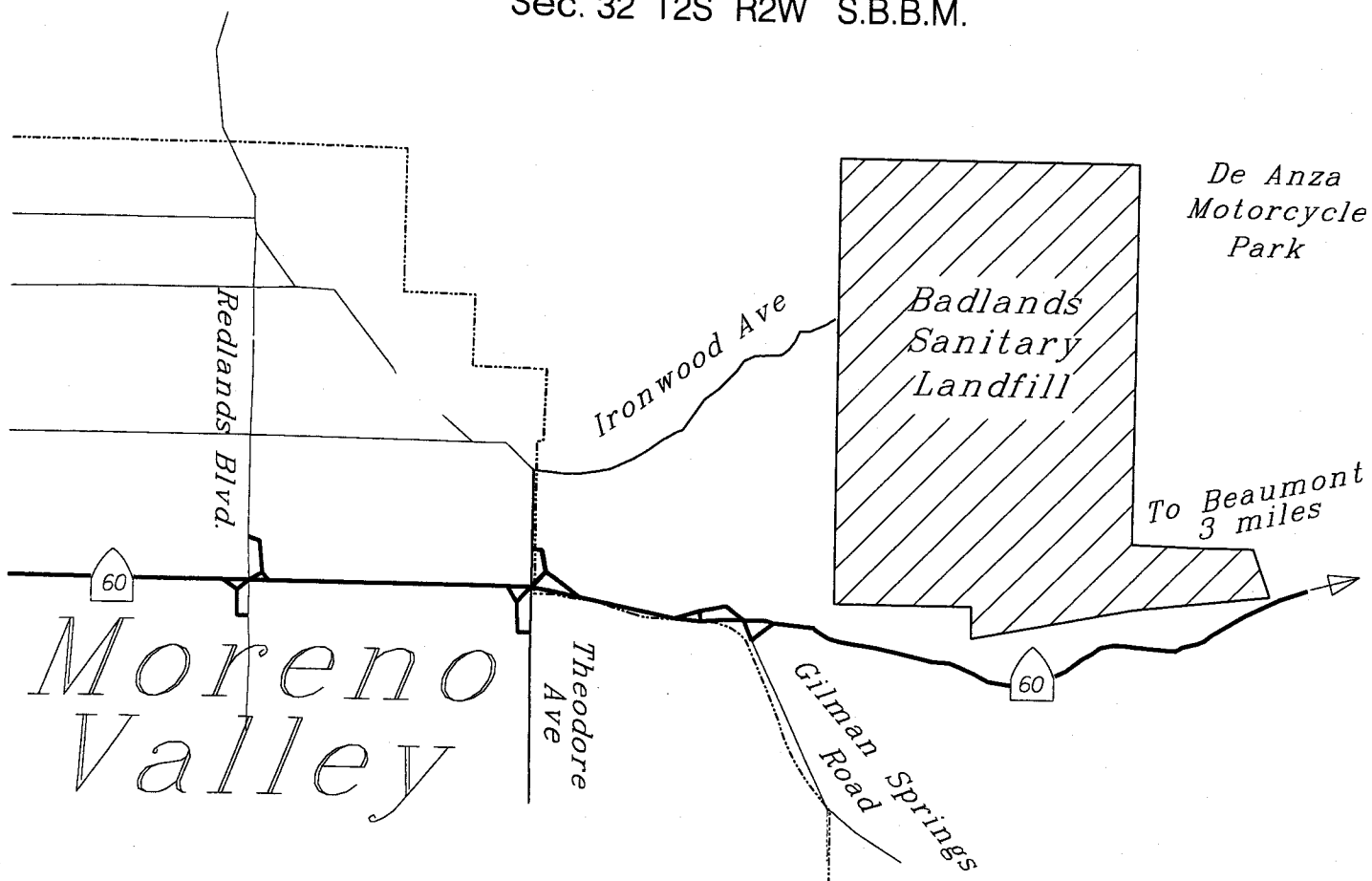
END OF SECTION



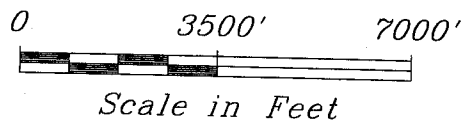
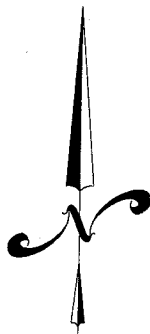
Appendix A -Project Drawings and Tables

Badlands Sanitary Landfill Vicinity Map

Por. Secs. 4 & 5 T3S R2W &
Sec. 32 T2S R2W S.B.B.M.

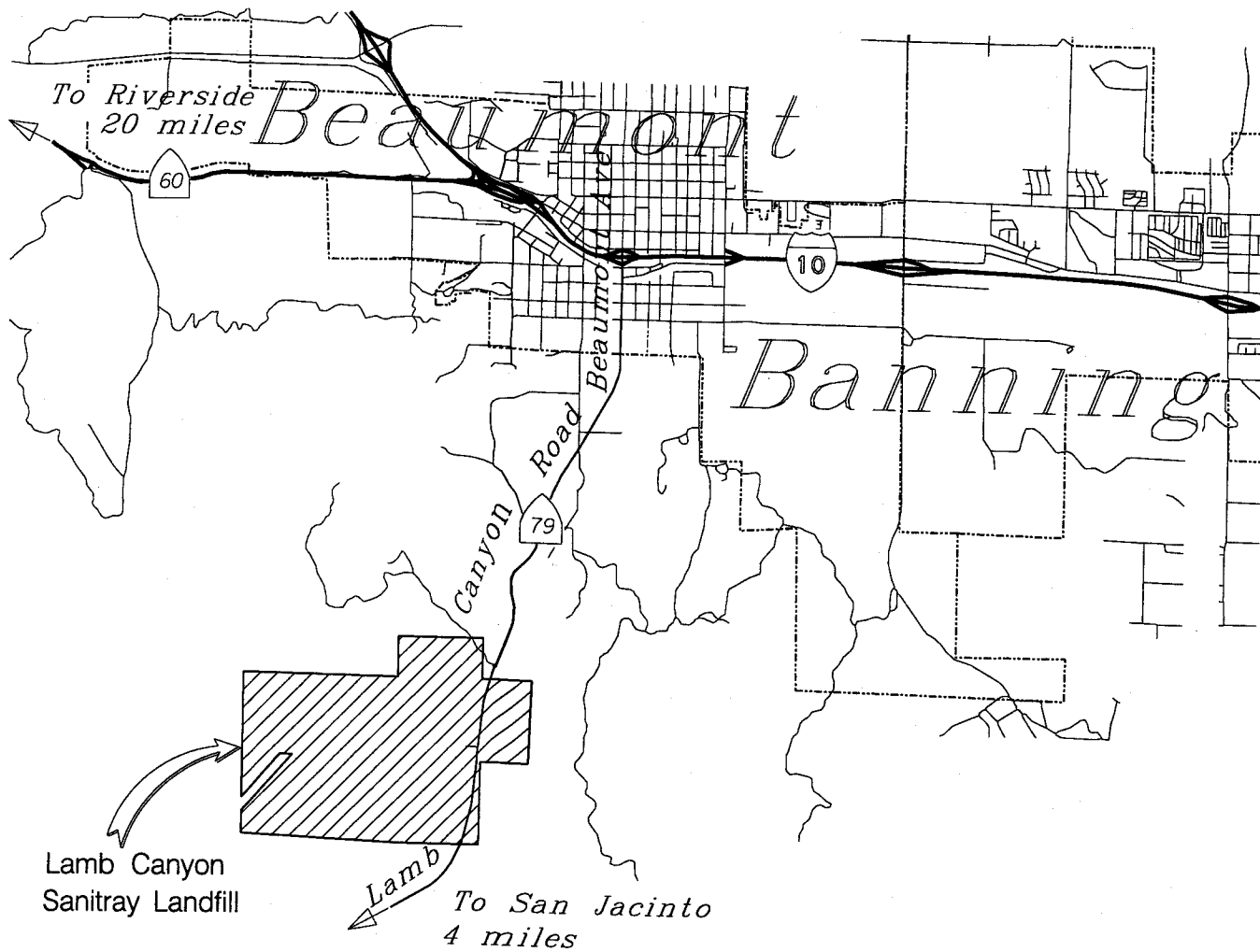


Legend	
Paved Access Roads	
Freeway (Highway 60)	
Other Roads	
City Boundary	
Sanitary Landfill	



Lamb Canyon Sanitary Landfill Vicinity Map

Por. Secs. 21, 28 & 29 T3S R1W S.B.B.M.

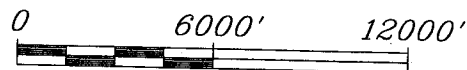


Lamb Canyon
Sanitary Landfill

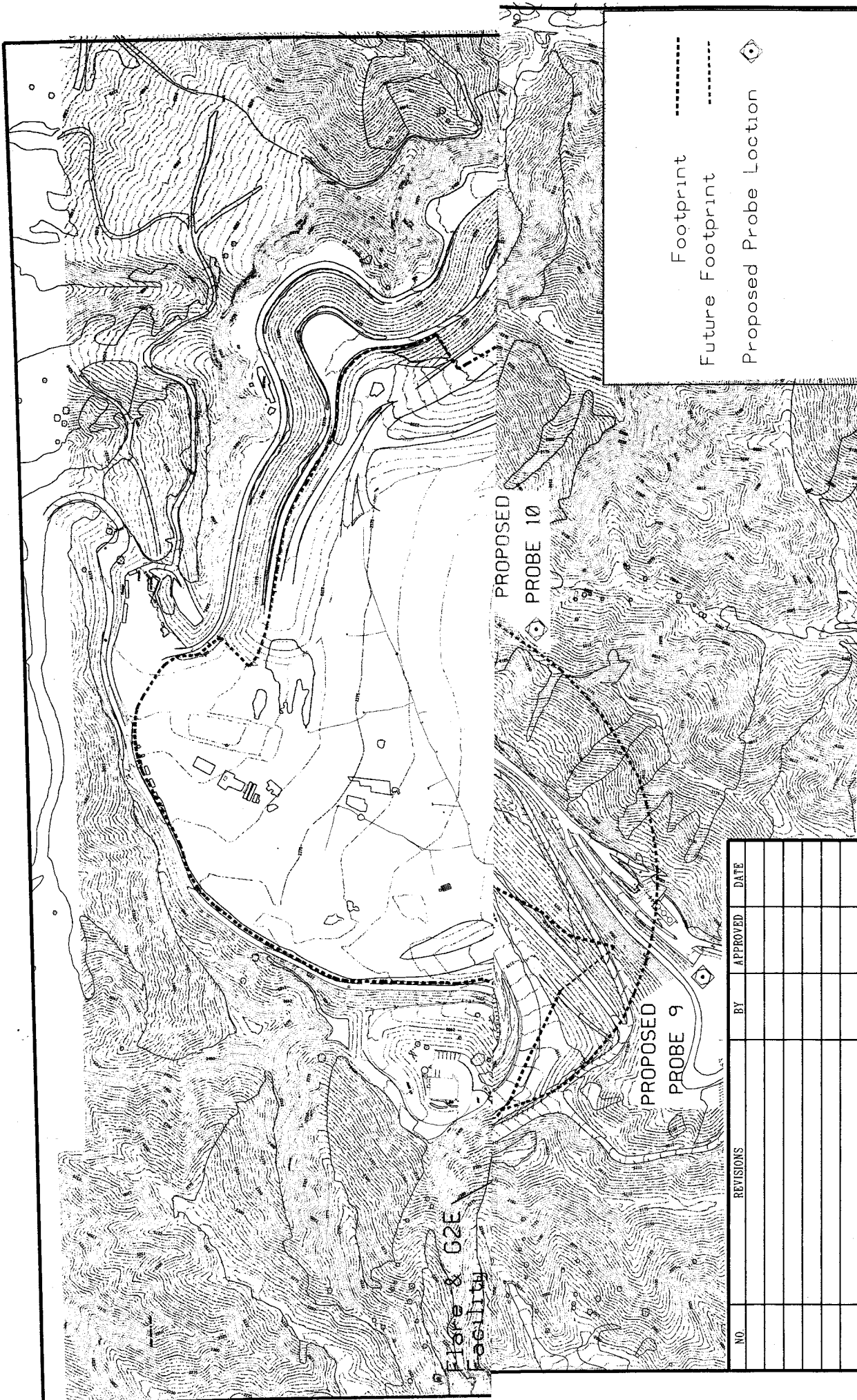
Lamb
To San Jacinto
4 miles

Legends

- Paved Access Roads
- Freeways (Hwys 60 & I-10)
- Other Roads
- - - City Boundaries
- ▨ Sanitary Landfill



Scale in Feet



Footprint - - - - -
 Future Footprint - - - - -
 Proposed Probe Location ◊

PROPOSED
 PROBE 10

PROPOSED
 PROBE 9

Probe & G2E
 Facility

NO.	REVISIONS	BY	APPROVED	DATE

SCALE: 1" = 300'

NOTE: w/m/05

DIRECTORY: env/iron/sites/badlands/air/

DIRECTORY: probes/109_PWC_probes

FILE: bad109_probe_location.dgn

DESIGNED BY: MDH

DRAWN BY: MH

CHECKED BY: MH

DATE: 7 September 2011

DATE OF PHOTOGRAPHY: 2011

PEN TABLE: /fs.usr.3/tables/roo fill.pen

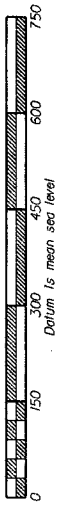
Riverside County
Waste Management Department

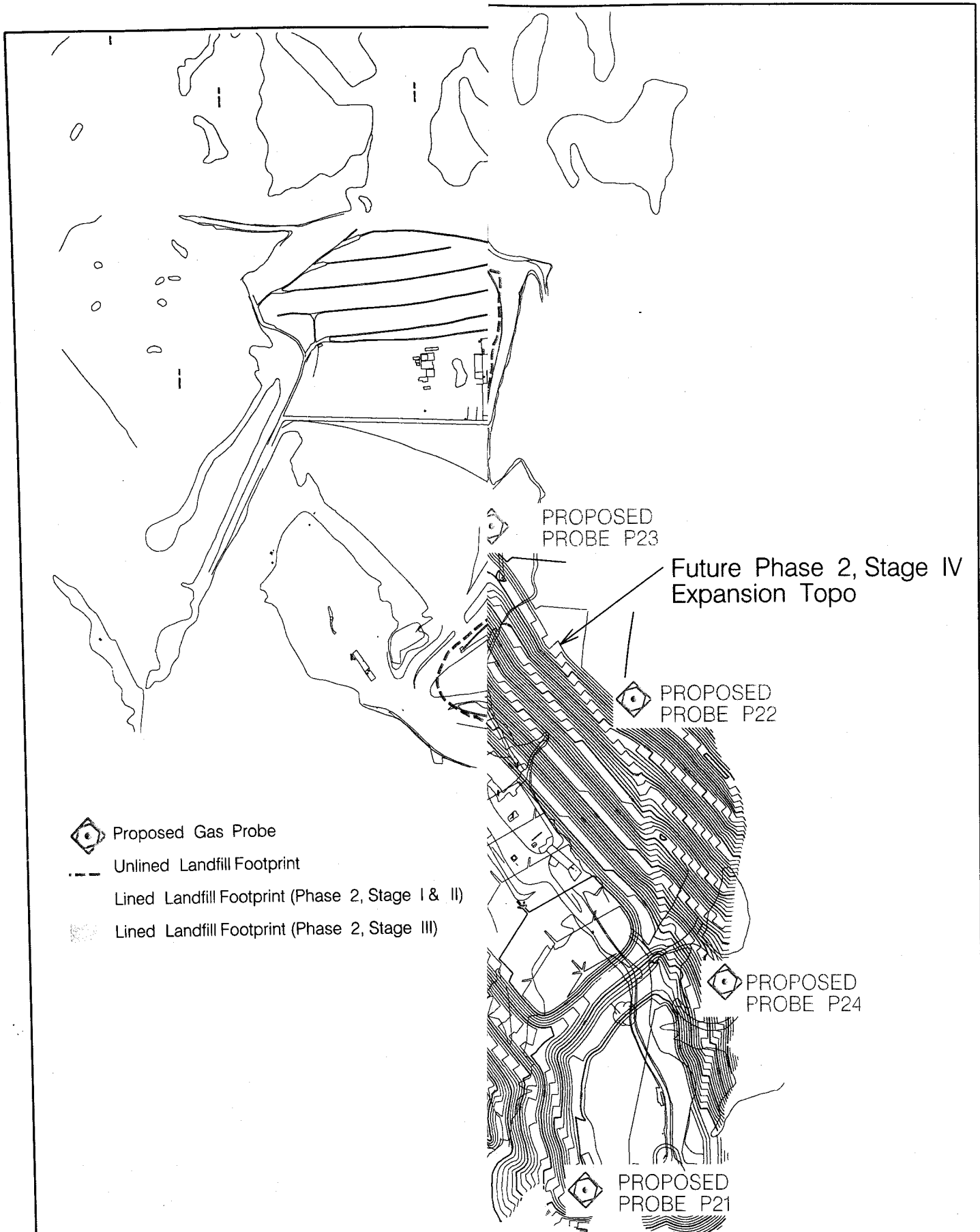
Ians T. Kernkamp, General Manager/Chief Engineer





Badlands Sanitary Landfill

Probe Location Map

Figure 3





-  Proposed Gas Probe
-  Unlined Landfill Footprint
-  Lined Landfill Footprint (Phase 2, Stage I & II)
-  Lined Landfill Footprint (Phase 2, Stage III)

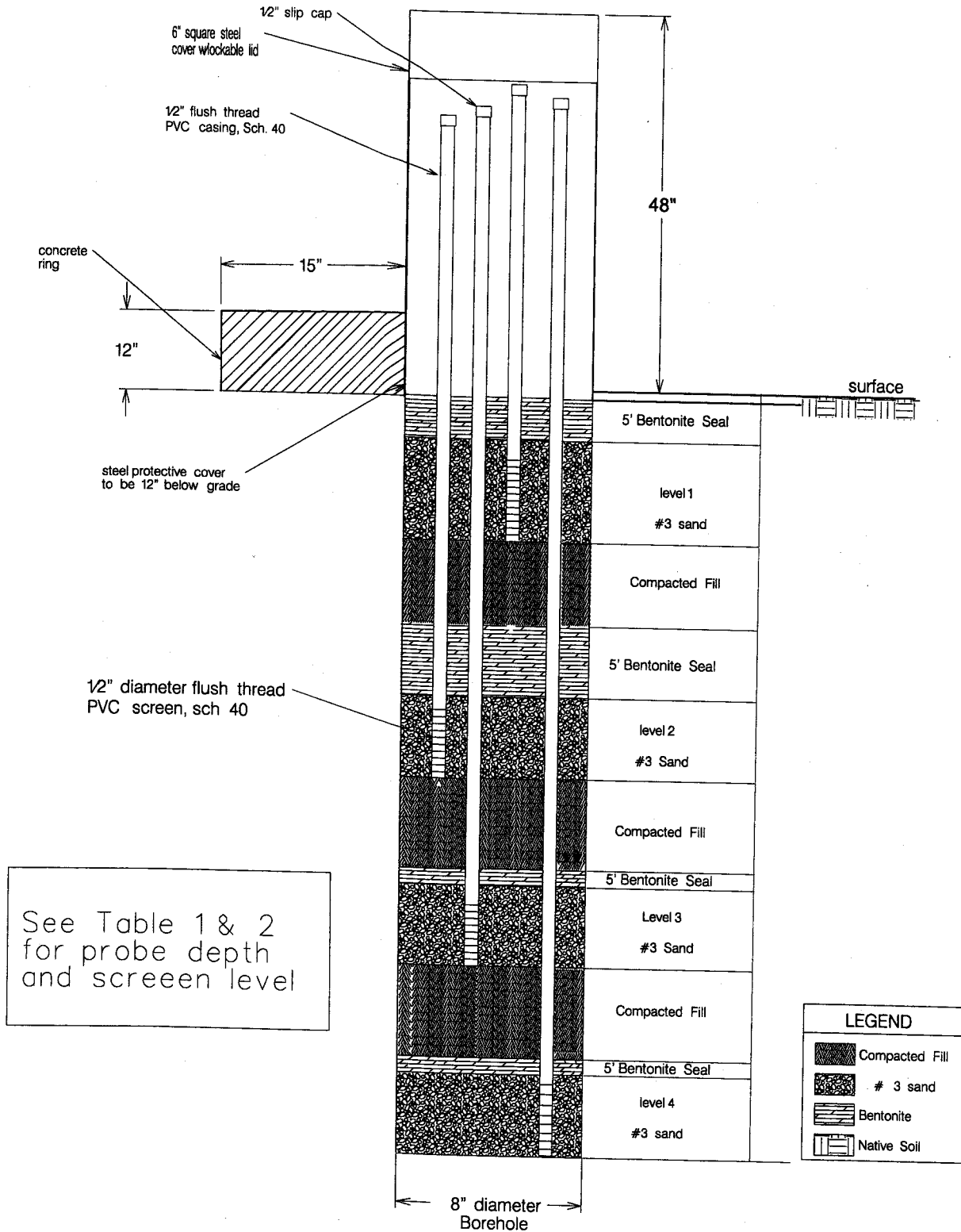


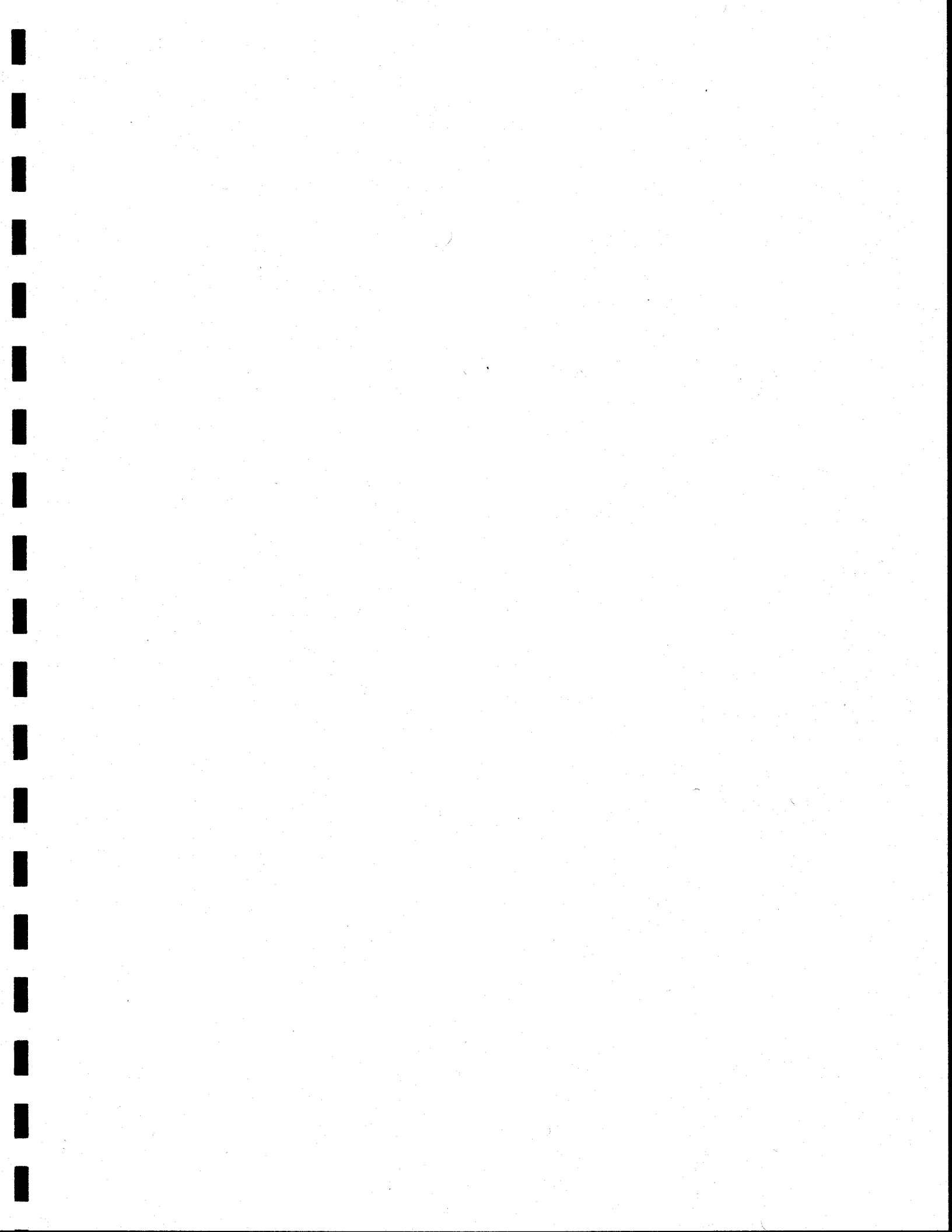
NO.	REVISIONS

Sanitary Landfill
Location Map

SCALE:	1" = 400'
NODE:	waste-riv-8/enviror/
DIRECTORY:	sites/badlands/air/
DIRECTORY:	probes/c 11-14 PWC
FILE:	lc11 PWC probes.dgn
Figure 4	

Not to Scale





SITE: BADLANDS SANITARY LANDFILL

Table 1: Proposed Probe Depth and Screen Interval

Probe #	Surface Elevation	Ground Water Elevation	Proposed bore-hole depth	Proposed Probe Depth (ft)	Proposed Levels	Level 1 Screen bgs	Level 2 Screen bgs	Level 3 Screen bgs	Level 4 Screen bgs
P9	2,000	1,950	15	15	1	6 to 15			
P10	2,120	1,968	100	90	4	6 to 11	20 to 40	50 to 70	80 to 90
P12R	2,246	2,015	220	210	4	6 to 21	35 to 85	100 to 150	165 to 210
PBLXR	TBD	TBD	285	275	4	6 to 21	40 to 100	120 to 180	200 to 275
Total			620	590					

NOTES:

All units are in feet

All probes located in unweathered siltstone, claystone and hardened conglomerate bedrock of the San Timateo Formation
bgs = below ground surface

all bore-holes to be drilled extra 10' in case of caving. Except P9

PBLXR probe to replace destroyed or relocated existing probe, if needed

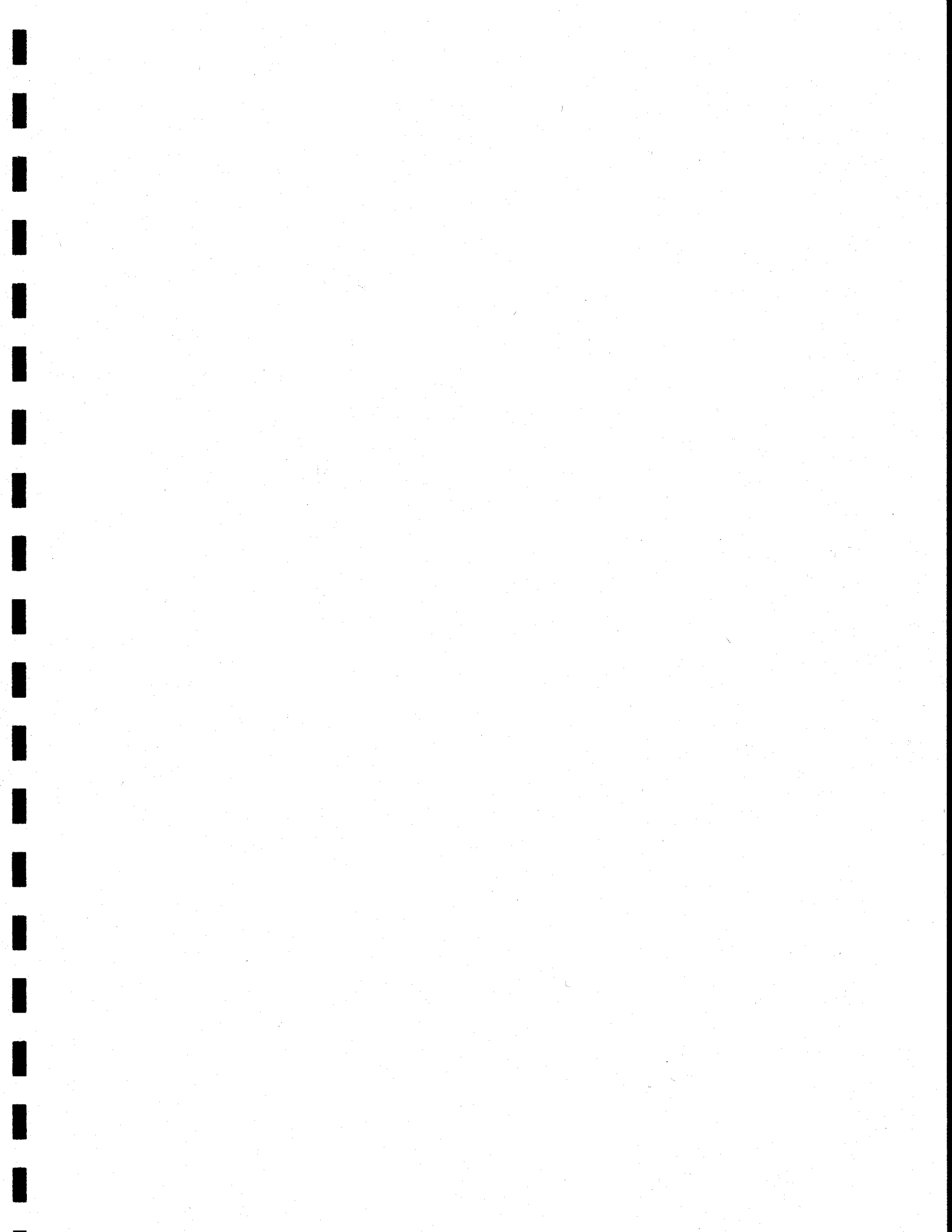
SITE: Lamb Canyon Sanitary Landfill

Table 2: Proposed Probe Depth, and Screen Interval

Probe #	Surface Elev.	Ground Water Elevation	Proposed Borehole Depth	Proposed Probe Depths	Proposed Levels	Level 1 Screen bgs	Level 2 Screen bgs	Level 3 Screen bgs	Level 4 Screen bgs
P21	1960	1900	11	11	1	6 to 11			
P22	2200	1910	100	90	4	6 to 11	20 to 40	50 to 70	80 to 90
P23	2215	1960	160	150	4	6 to 21	30 to 60	70 to 100	110 to 150
P24	2035	1870	80	70	4	6 to 11	20 to 35	40 to 55	60 to 70
PLCXR	TBD	TBD	285	275	4	6 to 21	40 to 100	120 to 180	200 to 275
total			636	596					

NOTES:

- All units are in feet
- bgs = below ground surface
- TBD = To be determined
- PLCXR probe to replace destroyed or relocated existing probe, if needed



**Digital Appendix 1 – Stormwater Pollution Prevention Plans (SWPPP) for the
Badlands and Lamb Canyon Landfills**

(See attached CD)

**Digital Appendix 2 – Riverside County Emergency Action Plans (EAP) for the
Badlands and Lamb Canyon Landfills**

(See attached CD)

Digital Appendix 3 – Riverside County Spill Prevention, Control, and Counter Measure (SPCC) Plans for the Badlands and Lamb Canyon Landfills

(See attached CD)

**Digital Appendix 4 – Existing Drill Log sheets Badlands and Lamb Canyon
Landfills**

(See attached CD)