

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

858



FROM: Riverside County Waste Management Department

SUBMITTAL DATE:  
June 19, 2014

SUBJECT: Approval of Contract Documents for the Construction of the Final Cover and Drainage System at the Mira Loma Landfill, District 2/2 [\$230,000 – Waste Management Department Enterprise Funds]

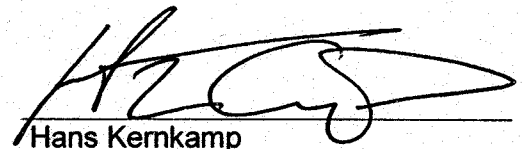
RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Contract Documents for the Construction of the Final Cover and Drainage System at the Mira Loma Landfill; and
2. Authorize the General Manager-Chief Engineer of the Riverside County Waste Management Department to advertise for bids.

BACKGROUND:

Summary

The Mira Loma Landfill was operated as a burn dump by the Riverside County Road Department from 1947 to 1956. In 2010 Riverside County Waste Management Department (Department) staff found the landfill final cover to have been eroded in several areas. (continued)

  
Hans Kernkamp  
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 230,000	\$ 230,000	\$ 0	
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>

SOURCE OF FUNDS: Waste Management Department Enterprise Funds

Budget Adjustment: No

For Fiscal Year: 14/15

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 Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: July 1, 2014  
xc: Waste

Kecia Harper-Ihem

Clerk of the Board

By: 

Deputy

Pre-Cagn. Ref.:

District: 2/2

Agenda Number.

12-3

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11 - Approval of Contract Documents for the Construction of the Final Cover and Drainage System at**  
**the Mira Loma Landfill, District 2/5 [\$230,000 – Waste Management Department Enterprise Funds]**  
**DATE:** June 19, 2014  
**PAGE:** 2 of 2

**BACKGROUND: (cont.)**

Since May 2011, the Riverside County Department of Environmental Health, Local Enforcement Agency (LEA) has issued a violation for drainage and erosion control issues during their quarterly inspections. In response to the violations, RCWMD developed and submitted a workplan to the LEA in February 2012 to address the violations. The LEA forwarded the workplan to CalRecycle in March 2012 and CalRecycle determined that the site required further investigation prior to approval.

CalRecycle performed a site investigation to determine the limits of waste, approximate quantities of waste, the limits and thickness of landfill cover, and chemical characteristics of the waste. Phase I of the site investigation consisted of an office investigation (researching site records) and was completed by October 2012. Phase II of the site investigation consisted of a field investigation, performed on June 26 and 27, 2013. The site investigation report was completed in December 2013 and a copy of the report was given to RCWMD in January 2014. Based on the site investigation, RCWMD submitted a revised workplan in May 2014 to the LEA and anticipates approval in June 2014.

RCWMD proposes to address the violations by placing a minimum of two feet of engineered clean cover over the waste limits, constructing a trapezoidal channel adjacent to the east side of the landfill and constructing a v-ditch to direct storm water runoff to an existing nearby CalTrans drain.

**Impact on Citizens and Businesses**

Completion of this project will protect the public health and safety from the potential exposure of landfill material.

**Price Reasonableness**

The Engineer's estimate for this project is \$230,000 and will be competitively bid through the California Public Works Contract process. It is anticipated that RCWMD will apply for grant funding through Calrecycle's Legacy Disposal Site Abatement Partial Grant Program. The program provides financial assistance in the form of reimbursement grants up to \$750,000 in matching funds.

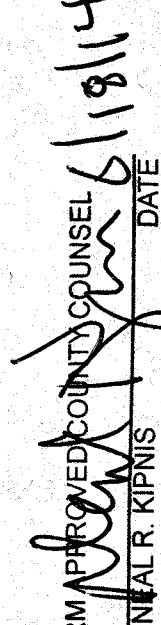
Project construction is expected to commence during fiscal year FY14/15. Funds are available in Fund 40200, Department ID - 4500100000.

**CONTRACT DOCUMENTS  
FOR  
CONSTRUCTION OF THE  
FINAL COVER AND DRAINAGE SYSTEM  
AT THE  
MIRA LOMA LANDFILL**

Prepared by:

**RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT**

14310 Frederick Street  
Moreno Valley, CA 92553

FORM APPROVED COUNTY COUNSEL  
BY:  DATE 6/18/14  
NEAL R. KIPNIS

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### **GENERAL PROVISIONS**

### **SPECIAL PROVISIONS**

### **APPENDICES**

*Appendix A –SCAQMD Form 403-N & Rule 1150 Excavation Permit Standard Conditions*

*Appendix B – BMP Installation Details from the CASQA Stormwater BMP Handbook*

**PROJECT      DRAWINGS      (HALF      SIZE      AND      FULL      SIZE)**

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## **NOTICE TO CONTRACTORS**

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

### **CONSTRUCTION OF THE FINAL COVER AND DRAINAGE SYSTEM AT THE MIRA LOMA LANDFILL**

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

The Project Drawings are also available on a compact disc (CD) in digital Microstation (.dgn) format. This CD may be obtained at the County office for \$10 per CD, or \$15 if mailed by U.S. mail. No refund will be made. This digital data was created using Microstation software, and will be made available only in the Microstation (.dgn) format. This digital data is to be used at the Contractor's own discretion. The County is not responsible for the manner in which the Contractor chooses to use the digital data. The County is not responsible for how this digital data might be converted by the Contractor to another format. The Contractor is solely responsible for its use of this digital data.

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

Proposals must be placed in a sealed envelope clearly marked "Contractor's Proposal". Proposals must be in accordance with the instructions and filed with the County by **11:00 am on Tuesday, July 22, 2014** at 14310 Frederick Street, Moreno Valley, CA 92553 which time and place are fixed for the public opening of bids. A mandatory pre-bid site review will be conducted at the landfill on Wednesday, July 9, 2014, at 10:00 am. The Mira Loma Landfill site is located approximately 400 feet north of the intersection of Country Village Road and Granite Hill Drive and the entrance to the landfill is located approximately a quarter mile from the same intersection, in the City of Jurupa Valley, CA. All questions must be submitted in writing by 5:00 p.m. on **Wednesday, July 16, 2014** to Andy Cortez via email ([acortez@co.riverside.ca.us](mailto:acortez@co.riverside.ca.us)) or fax at 951-486-3250.

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

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

**BIDDER QUALIFICATIONS:**

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

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

**SUBMITTAL REQUIREMENTS:**

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

Dated: \_\_\_\_\_

RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

\_\_\_\_\_  
Hans W. Kernkamp  
General Manager - Chief Engineer

## **INSTRUCTIONS TO BIDDERS**

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

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

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

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

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

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

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

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

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

**Information needed in order to register:**

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

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

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

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

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



which the prices appear to be unbalanced may be rejected.

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

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

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

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

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

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



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

**SUBLETTING AND SUBCONTRACTING:** Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement, in excess of one-half (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 stated in this proposal. It is understood that final payment will be based on actual quantities of material removed.

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

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

Contractor bids as follows for the Construction of the Final Cover and Drainage System at the Mira Loma Landfill located in Mira Loma, Riverside County, California:

Item No.	Item of Work	Unit	Quantity	Unit Cost	Sub-Total Cost
1	Prepare and Implement NPDES SWPPP	L.S.	1		
2	Mobilization and Demobilization	L.S.	1		
3	Earthwork (Landfill Re-grading)	A.C.	1.90		
4	Earthwork (Top Deck Final Cover)	C.Y.	6,060		
5	Earthwork (Slope Final Cover)	C.Y.	110		
6	Construct Drainage V-Ditch	L.F.	126		
7	Construct Drainage V-Ditch along Road	L.F.	650		
8	Construct Drainage Trap Channel	L.F.	550		
9	Construct Storm Drain Structure	L.S.	1		

**Total Cost \$**

Contractor acknowledges receipt of Addenda No \_\_\_\_\_.

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contractor's License No. and Classification: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## LIST OF SUBCONTRACTORS

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

Item No. (s): \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Phone and Fax Numbers \_\_\_\_\_

Address: \_\_\_\_\_

Item No. (s): \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Phone and Fax Numbers \_\_\_\_\_

Address: \_\_\_\_\_

Item No. (s): \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Phone and Fax Numbers \_\_\_\_\_

Address: \_\_\_\_\_

Item No. (s): \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Phone and Fax Numbers \_\_\_\_\_

Address: \_\_\_\_\_

Item No. (s): \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Phone and Fax Numbers \_\_\_\_\_

Address: \_\_\_\_\_

## STATEMENT OF LICENSURE

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

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

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

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

STATE OF CALIFORNIA )

SS

COUNTY OF RIVERSIDE )

\_\_\_\_\_, being first duly sworn, deposes  
and says:

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

\_\_\_\_\_  
Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of officer administering oath

**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP  
CONTRACTOR**

STATE OF CALIFORNIA    )

SS

COUNTY OF RIVERSIDE    )

\_\_\_\_\_, being first duly sworn, deposes and says:

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

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

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

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

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Signature of officer administering oath



## AFFIDAVIT FOR CORPORATE CONTRACTOR

STATE OF CALIFORNIA )

SS

COUNTY OF RIVERSIDE )

\_\_\_\_\_, being first duly sworn, deposes  
and says:

That he or she is \_\_\_\_\_  
of \_\_\_\_\_

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

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Signature of officer administering oath



## BID BOND

**Recitals:**

1. \_\_\_\_\_ (Contractor) has submitted its Contractor's Proposal to the County of Riverside, by and for the Waste Management Department, for the construction of the public work known as Construction of the Final Cover and Drainage System at the Mira Loma Landfill in accordance with a Notice to Contractors dated \_\_\_\_\_.
2. \_\_\_\_\_ a \_\_\_\_\_ corporation, hereafter called Surety, is the surety on this Bond.

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Surety)

Title: \_\_\_\_\_  
(Contractor)

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

## **AGREEMENT**

**THIS AGREEMENT** is made as of \_\_\_\_\_ and is between the COUNTY OF RIVERSIDE (County) and THE NAME OF THE LOWEST BIDDER GOES HERE\_(Contractor).

### **IT IS AGREED BY THE PARTIES AS FOLLOWS:**

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for the project, Construction of the Final Cover and Drainage System at the Mira Loma Landfill in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.
2. Contract Documents. The Contract Documents for the project are:
  - (a) Notice to Contractors;
  - (b) Instructions To Bidders;
  - (c) Contractor's Proposal;
  - (d) Agreement;
  - (e) Bid Bond;
  - (f) Performance Bond;
  - (g) Payment Bond;
  - (h) General Provisions;
  - (i) Special Provisions;
  - (j) Appendix A – SCAQMD Form 403-N & Rule 1150 Excavation Permit Standard Conditions;
  - (k) Appendix B – BMP Installation Details from the CASQA Stormwater BMP Handbook;
  - (l) Any other documents included in or incorporated into the Contract Documents or in the County's bid package;
  - (m) Addenda Nos. \_\_\_\_\_

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

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

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

By: \_\_\_\_\_  
Hans W. Kernkamp  
General Manager - Chief Engineer

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Kecia Harper-Ihem, Clerk of the Board

By: \_\_\_\_\_  
Deputy

(Seal)

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(If corporation, attach corporate seal)

## EXHIBIT A

(To Agreement for the Riverside County Waste Management Department Project, Construction of the Final Cover and Drainage System at the Mira Loma Landfill, located in Mira Loma, Riverside County, California.)

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

Item No.	Item of Work	Unit	Quantity	Unit Cost	Sub-Total Cost
1	Prepare and Implement NPDES SWPPP	L.S.	1		
2	Mobilization and Demobilization	L.S.	1		
3	Earthwork (Landfill Re-grading)	A.C.	1.90		
4	Earthwork (Top Deck Final Cover)	C.Y.	6,060		
5	Earthwork (Slope Final Cover)	C.Y.	110		
6	Construct Drainage V-Ditch	L.F.	126		
7	Construct Drainage V-Ditch along Road	L.F.	650		
8	Construct Drainage Trap Channel	L.F.	550		
9	Construct Storm Drain Structure	L.S.	1		

**Total Cost \$**

## PERFORMANCE BOND

Recitals:

1. \_\_\_\_\_ (Contractor)  
has entered into an Agreement dated \_\_\_\_\_ with the COUNTY  
OF RIVERSIDE (County) for construction of the public work known as Construction of  
the Final Cover and Drainage System at the Mira Loma Landfill (Project).
2. \_\_\_\_\_, a corporation (Surety), is the surety under this Bond.

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

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

THIS BOND is executed as of \_\_\_\_\_.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(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).

## PAYMENT BOND

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Surety)

Title: \_\_\_\_\_  
(Contractor)

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

**GENERAL PROVISIONS  
FOR THE  
FINAL COVER AND DRAINAGE SYSTEM  
AT THE MIRA LOMA LANDFILL**

Prepared by:

**RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT**

14310 Frederick Street  
Moreno Valley, CA 92553

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# **1. SECTION 1 - DEFINITION OF TERMS**

## **1.1. TERMS**

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

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

in constructing the improvement.

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

## **1.2. SIMILARITY OF WORDS**

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

## **2. SECTION 2 - SCOPE OF WORK**

### **2.1. WORK TO BE DONE**

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

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

### **2.2. CONSTRUCTION SCHEDULE**

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

### **2.3. DRAWINGS AND SPECIFICATIONS ON THE WORK**

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

### **2.4. ESTIMATE OF QUANTITIES**

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

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

### **2.5. PROTESTS**

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



## **2.6. ALTERATIONS**

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

## **2.7. EXTRA WORK**

### **2.7.1. General**

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

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

### **2.7.2. Procedure for Extra Work**

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

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

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

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

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



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

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

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

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

#### **2.8. PAYMENT FOR EXTRA WORK**

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

#### **2.9. RIGHTS OF WAY**

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

#### **2.10. CLEANING UP**

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

### **3. CONTROL OF THE WORK**

#### **3.1. AUTHORITY OF THE COUNTY**

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

#### **3.2. DETAIL DRAWINGS**

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

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

#### **3.3. CONFORMITY WITH PLANS AND ALL ALLOWABLE DEVIATIONS**

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

#### **3.4. INTERPRETATION OF PLANS AND SPECIFICATIONS**

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

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

#### **3.5. SUPERINTENDENCE**

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

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

### **3.6. LINES AND GRADES**

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

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

### **3.7. INSPECTION OF WORK**

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

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

### **3.8. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

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

### **3.9. EQUIPMENT AND PLANT**

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

### **3.10. FINAL INSPECTION**

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

## **4. CONTROL OF MATERIAL**

### **4.1. COUNTY FURNISHED MATERIALS**

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

### **4.2. SOURCE OF SUPPLY AND QUALITY OF MATERIALS**

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

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

### **4.3. SAMPLES AND TESTS**

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

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

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

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

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

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

#### **4.4. STORAGE OF MATERIALS**

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

#### **4.5. DEFECTIVE MATERIALS**

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

#### **4.6. ASSIGNMENT OF CLAIMS**

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



## **5. LEGAL RELATIONS AND RESPONSIBILITY**

### **5.1. LAWS TO BE OBSERVED**

#### **5.1.1. Compliance with Applicable Law**

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

#### **5.1.2. Labor Code**

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

#### **5.1.3. Equal Employment Opportunity**

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



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

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

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

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

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

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

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

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

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

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

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

#### **5.1.4. Registration of Contractors**

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

#### **5.1.5. Accident Prevention**

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

### **5.2. CONTRACTOR'S RESPONSIBILITY**

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

### **5.3. CONTRACTOR'S RESPONSIBILITY FOR WORK**

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

### **5.4. PROPERTY RIGHTS IN MATERIALS**

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

### **5.5. PERMITS AND LICENSES**

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

### **5.6. ROYALTIES AND PATENTS**

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

### **5.7. SANITARY PROVISIONS**

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

### **5.8. PUBLIC SAFETY**

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

### **5.9. USE OF EXPLOSIVES**

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

#### **5.10. PROVISIONS FOR EMERGENCIES**

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

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

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

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

#### **5.11. UNFORESEEN DIFFICULTIES**

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

#### **5.12. ACCESS TO THE WORK**

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

### **5.13. GUARANTEE OF WORK**

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

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

### **5.14. SURETY OF GUARANTEE**

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

### **5.15. DAMAGES BY ACT OF GOD**

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



## **6. PROSECUTION AND PROGRESS**

### **6.1. PROGRESS OF THE WORK**

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

### **6.2. OVERTIME WORK AND WORK AT NIGHT**

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

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

### **6.3. SUBCONTRACTING**

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

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

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

#### **6.4. CHARACTER OF WORKMEN**

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

#### **6.5. TEMPORARY SUSPENSION OF THE WORK**

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

#### **6.6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

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

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

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

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

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



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

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

#### **6.7. DELAYS AND EXTENSION OF TIME**

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

#### **6.8. ASSIGNMENT**

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

#### **6.9. TERMINATION OF CONTRACT**

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

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



## **7. PAYMENT**

### **7.1. SCOPE OF PAYMENTS**

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

#### **7.1.1. Measurement and Computation of Quantities**

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

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

#### **7.1.2. Payment at Contract Prices**

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

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

### **7.2. PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES**

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

### **7.3. FORCE ACCOUNT PAYMENT**

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

#### **7.3.1. Work Performed by Contractor**

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

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

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

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

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

#### **7.3.1.1. Labor**

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

##### **7.3.1.1.1. Actual Wages**

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

##### **7.3.1.1.2. Labor Surcharge**

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

##### **7.3.1.1.3. Subsistence and Travel Allowance**

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

#### **7.3.1.2. Materials**

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

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

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

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

#### **7.3.1.3. Equipment Rental**

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

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

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

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

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

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

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

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

#### **7.3.1.3.1. Equipment on the Work**

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

#### **7.3.1.3.2. Equipment not on the Work**

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

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



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

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

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

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

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

### **7.3.2. Work Performed by Special Forces or Other Special Services**

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



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

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

### **7.3.3. Records**

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

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

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

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

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

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

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

#### **7.3.4. Payment**

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

#### **7.4. ACCEPTANCE**

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

#### **7.5. PARTIAL PAYMENTS**

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

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

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

#### **7.6. DELAYED PAYMENTS**

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

#### **7.7. FINAL PAYMENT**

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

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

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

#### **7.8. CLAIMS RESOLUTION**

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

##### **7.8.1. Submission of Claims**

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

##### **7.8.1.1. Claims Under \$50,000.00**

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

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

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

**7.8.2. Meet and Confer**

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

**7.8.3. Filing of Claims**

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

**7.8.4. Mediation and Judicial Arbitration**

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

**7.8.5. Location for Filing of Claims, Jurisdiction**

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

## **8. GENERAL**

### **8.1. COOPERATION BETWEEN CONTRACTORS**

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

### **8.2. HOLD HARMLESS / INDEMNIFICATION**

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

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

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

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

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

### **8.3. INSURANCE**

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

#### **8.3.1. Workers' Compensation:**

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

#### **8.3.2. Commercial General Liability:**

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

#### **8.3.3. Vehicle Liability:**

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

#### **8.3.4. Environmental Impairment Insurance:**

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



### **8.3.5. General Insurance Provisions - All lines:**

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

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

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

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

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



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

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

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

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

#### **8.4. PUBLIC UTILITIES**

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

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

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

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

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

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

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

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

#### **8.5. PROTECTION OF EXISTING STREET FACILITIES**

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

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

#### **8.6. DIVERSION AND CONTROL OF WATER**

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

#### **8.7. DUST ABATEMENT**

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

#### **8.8. PROJECT SIGNS**

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

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

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

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

## **9. WATERING**

### **9.1. DESCRIPTION**

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

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

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

## **10. PUBLIC CONVENIENCE, TRAFFIC CONTROL AND DETOURS**

### **10.1. GENERAL**

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

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

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

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

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

### **10.2. SIGNS**

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

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

### **10.3. MATERIALS STORAGE**

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

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**SPECIAL PROVISIONS**  
**FOR**  
**CONSTRUCTION OF THE**  
**FINAL COVER AND DRAINAGE SYSTEM**  
**AT THE**  
**MIRA LOMA LANDFILL**



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## **SPECIAL PROVISIONS**

### **Construction of the Final Cover and Drainage System Project at the Mira Loma Landfill**

#### **Section 1 - GENERAL**

##### **1.1. PROJECT DESCRIPTION**

These Special Provisions are for surface drainage and access road improvements at the Mira Loma Landfill site in Jurupa Valley, California. This project is designated as "Final Cover and Drainage System" (Project). The work items required by this project include, but are not limited to the implementation of a storm water pollution prevention plan (SWPPP), trapezoidal concrete drain, v-ditch concrete drain, storm drain concrete structure, final cover construction, and slope buttress construction. All work to be implemented under this contract shall consist of furnishing equipment, superintendence, labor, skills, materials, and all other items necessary for the execution of the Project and shall conform to the Contract Documents for this Project.

The Mira Loma Landfill is owned by multiple property owners, including the Riverside County Waste Management Department (County), Private Owner, the California Department of Transportation, and the Jurupa Valley Community Services District. The landfill is approximately located at cross-streets of Granite Hill Drive and Country Village Road in the city of Jurupa Valley. Site location and vicinity map are included in the Project Drawings.

##### **1.2. DEFINITION OF TERMS**

###### ***Construction Manager***

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

###### ***Contractor's Surveyors***

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

###### ***Cubic Yard***

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

### *County Surveyors*

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

### *General Contractor*

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

### *Line*

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

### *Manufacturer*

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

### *Moisture Content*

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

### *Optimum Moisture Content (OMC)*

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

### *Project Manager*

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

### *Relative Compaction*

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

### *Sieve Sizes*

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

### *Slope/Grade*

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

### *Specifications*

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

*Subgrade*

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

*Thickness*

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

*Ton*

In the case of ½ Ton Class Rock or Light Class Rock specified for use in the Contract Documents it shall mean 2,000 pounds avoirdupois.

### **1.3. GENERAL SCOPE OF WORK**

This project is formatted to meet strict State and Federal requirements for closure of landfills as administered by the California Department of Resources Recycling and Recovery (CalRecycle), California Regional Water Quality Control Board (CRWQCB), Local Enforcement Agency (LEA) and other regulatory agencies.

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

- A. Construction of a final cover system (including, but not limited to clearing, grubbing, site preparation, landfill material re-grading, and Final Cover construction).
- B. Erosion control and storm water protection during construction (including, but not limited to, Stormwater Pollution Prevention Plans Preparation and Implementation in accordance with NPDES permit requirements).
- C. Implementation of a Traffic Control Plan to ensure public convenience and safety for traffic immediately adjacent to the project site and for traffic encountering the on-site material haul.
- D. Construction of a drainage system and associated storm drain structure (including the trapezoidal drain and v-ditch drain).

### **1.4. NOTICE TO PROCEED**

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

- A. Performance Bond and Payment Bond (Instructions to Bidders)
- B. Required Certificates of Insurance (General Provisions Section 8.2.)
- C. Construction Schedule (Special Provisions Section 1.4.1)
- D. Contractor project specific Public/Site Safety Plan (Special Provisions Section 1.4.2.)
- E. Project Specific SWPPP (Special Provisions Section 2)

Also within five (5) business days of the award of contract by the Riverside County Board of Supervisors, the County will hold a mandatory pre-construction meeting (Special Provisions Section 1.4.3) to be attended by the Contractor.

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

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

#### **1.4.1. CONSTRUCTION SCHEDULE**

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

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

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

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

#### **1.4.2. PUBLIC/SITE SAFETY PLAN**

Prior to delivering equipment to the construction site, the Contractor shall submit a Public/Site Safety Plan to the County for review and acceptance. This Public/Site Safety Plan shall address the Project Site, including property owned by the County, CalTrans, JCSD, the private owner, the road adjacent to the project site, the access road to the site, and the route between the access road and the Offsite Water Source. Acceptance of the Public/Site Safety Plan does not release the Contractor of liability in the event of an accident or injury, nor does it place any liability on the County or any County employee. The Site Safety Plan must, at a minimum, meet all the requirements of Federal and State



regulations regarding all construction and hauling activities. The Contractor shall be solely responsible for adherence to the Public/Site Safety Plan at all times.

It is the responsibility of the Contractor to confirm compliance with all relevant health and safety regulations. The Contractor shall take proper safety and health precautions to protect the workers, the public and County employees. Contractors shall comply with Provisions of Occupational Safety and Health Administration Regulations for Construction, 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 Public/Site 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. The Contractor shall be responsible for providing all items necessary for health and safety, including dust control, personal protective equipment, decontamination equipment if required, and collection and disposal of rinse waters, in accordance with applicable Federal and state regulations. The County shall reserve the right to direct removal of any of the Contractor's employees or subcontractors who are not adhering to or meeting the requirements of the law, the Public/Site Safety Plan or applicable regulations.

Public/Site Safety Plan Shall include a traffic control plan, signed by a Traffic Engineer registered in the state of California, that contains procedures that address traffic control for approaching, crossing, or traveling along public access roads, including access to and from the Project Site according to the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition as amended by the MUTCD supplement which prescribes uniform standards and specifications for all official traffic control devices in California. The MUTCD can be viewed in the Federal Highway Administration website at [http://mutcd.fhwa.dot.gov/kno\\_2009r1r2.htm](http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm). In addition, the Public/Site Safety Plan shall address traffic control for work to be done near or on the slope adjacent to Country Village Road. The Public/Site Safety Plan will state that all construction traffic shall not exceed 15 miles per hour when traveling on landfill site access road used by other government agency vehicles. The Public/Site safety Plan shall also address procedure and protocol for clean-up in the event of a spill as defined in Section 1.7 of these Special Provisions, and human protection from exposure to uncovered refuse.

To comply with the South coast Air Quality Management District requirements, the County will obtain a Rule 1150 permit for refuse excavation. Any time refuse is encountered, the Contractor shall comply with all the requirements of the SCAQMD permit conditions (including, but not limited to emissions monitoring, daily cover, transportation, and dust suppression). The Contractor shall address this work in the Public/Site Safety Plan submittal. The typical SCAQMD Rule 1150 conditions are included in Appendix B. In addition, the Contractor shall provide proper personal protective equipment (PPE) and training for the handling of exposed hazardous burnsite

material for workers and address the PPE and associated training, such as respiratory equipment, in the Public/Site Safety Plan.

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

The Public/Site Safety Plan shall also address procedure and protocol for employee heat illness protection. When the temperature exceeds 85 degrees Fahrenheit in the heat index chart, at minimum, the Public/Site Safety Plan shall guarantee the employee with the following: access to fresh, cool drinking water throughout the day; access to shade for 5 minutes at a time to rest and cool down; training on how to work safely in the heat, including how to call for emergency services if someone is overcome by heat. Particular attention shall be given to relevant Division of Industrial Safety of the State of California. Said Orders are contained in Title 8 of the California Code of Regulations, Chapter 4 Subchapter 7, and Group 2. Specific reference is made to Article 10 of said Construction Safety Orders, Section 3395 Heat Illness Prevention.

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

#### **1.4.3. PRE-CONSTRUCTION MEETING**

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

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

#### **1.5. CONTRACTOR'S RESPONSIBILITY**

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

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

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

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

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

#### **1.6. PERMITS**

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

#### **1.7. ENVIRONMENTAL REQUIREMENTS**

The Contractor shall at all times keep the site (including the landfill property, the offsite water source, and associated access routes) neat, tidy, and free of refuse resulting from

work. Toxic materials, including oil, fuel oil, gasoline, coolant, fluid filters, and other contaminants, shall be transported off site and disposed of at an approved facility. Containers temporarily holding these toxic materials shall be covered and have no leaks, and shall be removed from the site as quickly as is reasonably possible.

Any accidental spills or leaks that are produced during routine equipment maintenance shall be cleaned up by removing all the contaminants and the contaminated soil, disposing of it at an approved facility, and replacing the removed contaminated soil volume with clean soil material. The Contractor shall also be responsible for any spills caused by any of the Contractor's subcontractors or suppliers. The Public/Site Safety Plan, required under Section 1.4.2 shall include the procedure the Contractor shall follow in the event there is a spill. The County may require documentation showing proper containment, removal, and disposal of any toxic materials or contaminated soil that the Contractor has introduced or produced on site.

### **1.8. CONTRACTOR'S AND MANUFACTURER'S QUALIFICATIONS**

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

### **1.9. DETAIL DRAWINGS AND SUBMITTALS**

The Contractor shall submit all materials and four copies of all shop drawings at least five (5) working days before they are scheduled to be integrated into the project, in order to give the County adequate time to review, test, and approve the materials. Once a material has been integrated into the project, submittals of documentation and samples of such materials shall be submitted to the County for review and approval at least two (2) working days prior to fabrication or installation of any work pertaining to them.

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

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

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

#### **1.10. REFERENCE SPECIFICATIONS AND CONTRACT DOCUMENTS**

##### **1.10.1. STANDARD SPECIFICATIONS**

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

##### **1.10.2. STATE STANDARD SPECIFICATIONS**

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

##### **1.10.3. ASTM SPECIFICATIONS**

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

##### **1.10.4. STANDARD DRAWINGS**

Unless otherwise noted on the Project Drawings, the Standard Drawings shall be those of the Riverside County Flood Control and Water Conservation District, the Riverside County Transportation Department and Standard Plans of the State Department of Transportation (CalTrans).

##### **1.10.5. PLANS OR PROJECT DRAWINGS**

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

#### **1.11. PRECEDENCE OF CONTRACT DOCUMENTS**

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

1. Special Provisions
2. General Provisions
3. Project Drawings (specific details supersede general plans)
4. Standard Drawings



5. Standard Specifications
6. State Standard Specifications

### **1.12. SUPERINTENDENCE**

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

### **1.13. CONTROL OF WORK**

In general, at the landfill site, the County surveyors will establish external primary survey control points on firm ground outside the limits of the work to be used throughout the construction period for the Contractor's work. County surveyors shall make verification surveys as various stages of the work are completed. The Contractor's surveyors are responsible for ensuring that all construction conforms to the requirements of the Contract Documents.

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

Major construction items requiring verification by the County may include but are not limited to:

- Engineered Fill/Key-way on Slope
- Landfill Re-grading
- Final Cover Construction
- Drainage Alignment
- Invert Elevations of Drainage Structures

### **1.14. INSPECTION OF WORK**

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



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

#### **1.15. CONTROL OF MATERIAL**

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

##### **1.15.1. SAMPLES AND TESTS**

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

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

##### **1.15.2. EARTHWORK TESTING**

Earthwork testing shall be performed by the County. If testing indicates that any area of a completed layer does not meet the specifications, the Contractor shall perform corrective action. The Contractor shall remove, re-work, and upgrade any area that the County considers to be unsatisfactory. The area shall be restored to the complete satisfaction of the County. The Contractor shall be solely responsible for all costs and delays resulting from re-working.

##### **1.15.3. PRE-APPROVED MATERIALS**

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

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

#### **1.16. STORAGE OF MATERIALS**

When delivery of material occurs, the Contractor shall promptly observe shipments to assure that the material complies with requirements, that quantities are correct, and that the material is undamaged. The Contractor shall take full responsibility for any delay caused by a supplier or manufacturer. The storage area shall be accessible to the County so the County may observe, verify, and document the presence and condition of materials being stored.

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

#### **1.17. EQUIPMENT STAGING AREA**

An Equipment Storage Area for the storage of the Contractor's equipment at the landfill site is delineated on the Project Drawings. Storage of equipment shall not prevent access through the site, and maintenance and access roads shall be provided for at all times.

The storage area shall be accessible to the County so the County may verify the presence and condition of equipment being stored. The stored equipment shall be placed in the location shown on the Project Drawings or as directed by the County. The Contractor shall confine equipment and maintain construction operations within limits indicated by applicable laws, ordinances, and permits, and as outlined by the County. Care shall be exercised to avoid blocking roads or presenting a hazard to County personnel and equipment, or to the public.

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

#### **1.18. WORKING DAY DEFINITION**

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 7:00AM to 3:30PM, including half-hour for lunch break, unless otherwise approved in writing by the County.

#### **1.19. SUSPENSION AND RESUMPTION OF OPERATIONS**

The Contractor shall suspend construction operations when, in the County's opinion, the conditions for such operations are unsatisfactory due to rain, wind or any other reason. The Contractor shall not be compensated monetarily for any delays caused by the suspension of operations. Working days shall be charged as appropriate, as stated in Section 6.6 of the General Provisions and Section 1.20 of these Special Provisions.

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

#### **1.20. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall diligently and continuously prosecute the Bid Items to final completion before the expiration of **thirty-five (35) working days** from the date of the Contractor's receipt of the Notice to Proceed. This portion of the project will then be inspected by the County for final acceptance in accordance with Section 7.4 of the General Provisions.

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

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

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

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

In case all the work called for and all the conditions and requirements of the Bid Items of the project are not completed within thirty-five working days, as specified above, **liquidated damages of One Thousand Dollars (\$1,000) 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.

#### **1.21. LABOR SURCHARGE**

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

#### **1.22. EQUIPMENT RENTAL**

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

#### **1.23. DUST ABATEMENT**

Dust control operations shall be performed by the Contractor at the time, location and in the amount required and as often as necessary to prevent all excavations or fill works, demolition operations or other activities from producing dust in amounts harmful to personnel or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. The Contractor is responsible for compliance with Rule 1150 Landfill Excavation and Rule 403 Fugitive Dust Regulations issued by the South Coast Air Quality Management District (SCAQMD) and any other applicable regulations.

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

#### **1.24. WATER SUPPLY**

The Contractor shall be responsible for obtaining a water supply for the project off site as the site does not contain a developed water source. The water shall be clean and free from objectionable deleterious amounts of acids, alkalis, salts, or organic materials. County must approve water source in advance and in writing. The Contractor shall provide all labor and equipment to collect, load, and apply water in their work areas. The Contractor shall submit the meter recordings to the County at the end of each week.

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

### **1.25. PROTECTION OF ADJACENT ROAD**

If a lane closure is necessary during the project, the Contractor shall implement and maintain traffic control devices according to their Traffic Control Plan, signed by a Traffic Engineer registered in the state of California, and according to Section 1.4.2 Public/Site Safety Plan, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition as amended by the MUTCD 2012 California Supplement, and as directed by the County. The Contractor shall provide a temporary fence, gabion, k-rail or other structure acceptable to the County between the construction area and public access areas to prevent debris, rocks, and equipment from interfering with other operations adjacent to the work.

The Contractor must obtain advance written approval from the County for location and construction of temporary haul roads within the landfill property limits. The County will designate all necessary roads to be used during the project in the Pre-Construction meeting held prior to the Notice to Proceed.

The Contractor shall install, operate and maintain traffic control devices and measures specified in Section 1.4.2 – Public/Site Safety Plan for the designated routes between the entrance of the landfill to all project areas.

### **1.26. PROTECTION OF EXISTING UTILITIES**

A number of buried and surface utilities and structures shown on the Project Drawings exist at the landfill. These may include but are not limited to: water lines, power lines and poles, survey monuments, and high pressure gas lines.

The contractor is hereby notified of the possible existence of underground utilities not indicated in the Contract Documents and to the possibility that underground utilities may be at a location different from that which is indicated in the Contract Documents. The Contractor shall be responsible for verifying underground utilities' locations including contact of Underground Service Alert (USA) at 1-800-422-4133, 48 hours prior to beginning work.

Contractor shall be responsible for protection of identified utilities (as shown on the Project Drawings or as identified through utility search) and shall take all necessary precautions by constructing barriers, bridges, and crossings for construction equipment and vehicles to prevent damage to the utilities or as required by the County. Any damage or loss to identified utilities caused by the Contractor's operations shall be promptly repaired at the Contractor's expense and to the satisfaction of the County.

### **1.27. PROJECT DRAWINGS**

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

### **1.28. MEASUREMENTS AND PAYMENT**

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

**END OF SECTION**



## **Section 2 - PREPARE AND IMPLEMENT NPDES STORMWATER POLLUTION PREVENTION PLANS**

### **2.1. GENERAL**

This Contract item (Bid Item No. 1) shall include furnishing all labor, supervision, tools, equipment, and materials necessary to comply with the various Federal, State, and County laws and regulations along with specific permit requirements related to the construction activities in this project. This work shall include, but is not limited to: preparation and implementation of a project-specific Storm Water Pollution Prevention Plan (SWPPP); regular review and updating of those plans, inspections, and reporting; supply, installation, and maintenance of SWPPP Best Management Practice (BMP) measures to prevent erosion and control sediment; and other items as described and required by the Contract Documents.

### **2.2. REFERENCES**

Reference Codes, Regulations, and Policies: The following codes, regulations, and policies, including documents referenced therein, form part of these Special Provisions and are incorporated herein by reference. Additional reference information is provided as information to assist the Contractor with document preparation and registration requirements.

#### **2.2.1. STORM WATER POLLUTION PREVENTION**

The 1972 amendments to the Federal Water Pollution Control Act (known as the Clean Water Act or CWA) provide the statutory basis for the National Pollutant Discharge and Elimination System (NPDES) permit program and the basic structure for regulating the discharge of pollutants from point sources to waters of the United States. Section 402 of the CWA specifically required the United States Environmental Protection Agency (EPA) to develop and implement the NPDES program.

The full text of the Clean Water Act reference and SWPPP preparation assistance is available from the following agency websites:

<b>Agency Website</b>	<b>Reference</b>	<b>Website Address</b>
EPA	Clean Water Act	<a href="http://www.epa.gov/npdes/pubs/cwatxt.txt">http://www.epa.gov/npdes/pubs/cwatxt.txt</a>
EPA	SWPPP Assistance	<a href="http://cfpub2.epa.gov/npdes/stormwater/swppp.cfm">http://cfpub2.epa.gov/npdes/stormwater/swppp.cfm</a>
CalTrans	SWPPP Assistance	<a href="http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm">http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm</a>
California Stormwater Quality Association	SWPPP Assistance	<a href="https://www.casqa.org/resources/bmp-handbooks">https://www.casqa.org/resources/bmp-handbooks</a>

### **2.3. SUBMITTALS**

After notification of award and prior to the start of any work, the Contractor shall prepare and submit to the County site specific SWPPP, outlining procedures to reduce pollutants (directly or indirectly related to the Contractor's activities) in storm water runoff. The Contractor shall submit a site specific SWPPP for County review and acceptance and adhere to their requirements. The SWPPP must be received and accepted by the County before the Notice to Proceed is issued to the Contractor.

### **2.4. EXECUTION**

The County complies with the State NPDES through regular inspections, monitoring, and implementation of BMPs. The Contractor shall be responsible for compliance with the Contractor's own site specific SWPPP.

The Contractor shall utilize the references and guidelines stated in Section 2.2 of these Special Provisions to prepare and submit a SWPPP for the County's review and acceptance. The SWPPP shall include a BMP installation map of the site utilizing the CalTrans standard BMP installation details. The Contractor's SWPPP should address these four major objectives.

- A. Identify all pollutant sources, including sources of erosion/sediment that may affect the quality of storm water discharges associated with construction activity (storm water discharges) from the construction site;
- B. Identify non-storm water discharges;
- C. Identify, construct, implement in accordance with a time schedule, and maintain BMPs to reduce or eliminate erosion, sediment, and other pollutants in storm water discharges and authorized non-storm water discharges from the construction site during construction; and
- D. Develop a schedule and map to include the sequencing of construction activities with the installation of BMPs in order to provide erosion and sediment control measures throughout the duration of project construction.

The Contractor shall perform a weekly inspection of the construction site to ensure that the SWPPP plan is being implemented and that the pollution prevention controls are effective for compliance with the permit.

Inspections shall also be conducted by the Contractor and the County prior to anticipated storm events and after actual storm events to identify areas contributing to a discharge of storm water associated with construction activity. These inspections shall also be documented as well as any corrective actions taken.

The Contractor shall provide continuous monitoring of the site for non-storm water discharges.

Any corrective actions found to be needed for compliance with the plan and permit requirements during any inspection shall be implemented by the contractor immediately.

If compliance is not possible or if the Contractor refuses to comply, the California Regional Water Quality Board – Santa Ana Region will be notified.

## **2.5. MEASUREMENT AND PAYMENT**

The following schedule will be used to determine measurement of Bid Item No. 1 Prepare and Implement Stormwater Pollution Prevention Plans work and disbursement of the bid prices (less retention) for Prepare and Implement Stormwater Pollution Prevention Plans:

<b>Percent of Contract Work Completed (\$ Expended/\$ Total bid price)</b>	<b>Percent of Prepare and Implement Stormwater Pollution Prevention Plans Considered to be Complete</b>
0%-30%	40%
30%-50%	70%
50%-75%	90%
More than 75%	100%

Payment of Bid Item No. 1 Prepare and Implement Stormwater Pollution Prevention Plans work shall be based upon the lump sum as stated in Bid Item No. 1, Prepare and Implement Stormwater Pollution Prevention Plans. Payments shall constitute full compensation for preparing and implementing the Stormwater Pollution Prevention Plans including, but not limited to: furnish all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, amending, and implementing the SWPPP as specified in the Standard Specifications and these detailed Special Provisions, and as directed by the County.

**END OF SECTION**

## **Section 3 - MOBILIZATION AND DEMOBILIZATION**

### **3.1. GENERAL**

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

### **3.2. MATERIALS**

The Contractor shall provide at least one portable toilet on the project site at a location(s) designated by the County. All sanitary facilities shall include twice-per-week servicing. Installation and maintenance of sanitary facilities shall adhere to Stormwater Best Management Practice (BMP) WM-9 – Sanitary/Septic Waste Management as published by the California Stormwater Quality Association.

The Contractor shall provide fire extinguishers and first-aid kits on the project site to provide adequate protection to all personnel anticipated to be on the landfill site.

The Contractor shall adhere to Stormwater Best Management Practice (BMP) WM-8 – Concrete Waste Management as published by the California Stormwater Quality Association. This will include but not limited to the installation and removal of onsite temporary concrete washout facilities. Contractor shall provide application of this BMP at the direction of, and location(s) directed by, the County.

The Contractor shall maintain the site entrance throughout the duration of the project to the satisfaction of the County. The Contractor shall immediately remove any buildup of mud, dirt or debris at the site entrance to the satisfaction of the County. Contractor shall use a broom-type street sweeper and /or laborers for this work.

All of the aforementioned materials shall be made available for use by employees associated with the construction project, including (but not limited to) the Contractor, the County, regulatory agency staff, and any other agencies involved with the construction project.

All materials furnished for the execution of the work and purchases made by the County shall remain the property of the County. Any existing structures or installations shall be left in a condition that is at least equivalent to the condition prior to construction. The final condition of the construction site shall be subject to approval by the County.

### **3.3. EXECUTION**

Upon receipt of the Notice to Proceed, the Contractor shall furnish, mobilize, and install such temporary works, materials, equipment, supplies, and personnel as necessary for the successful completion of the work. The Contractor shall also operate and maintain temporary works, and equipment throughout the duration of construction. All temporary works, such as sanitation facilities and concrete washouts, shall fully comply with applicable rules and regulations of governing authorities.

The Contractor shall remove and properly dispose of all refuse from the construction site. The County shall have the right to determine refuse, and to determine the manner and placement of on-site disposal. Any hydrocarbon-impacted soils found at the site as a result of the construction operation, such as equipment maintenance, shall be removed and properly disposed of at the Contractor's expense.

The Contractor shall obtain all necessary permits and permission to utilize public roads for mobilization, demobilization, and access to the site. Access to the site is available through existing public roads during the hours stated in Section 1.19 of these Special Provisions.

### **3.4. MEASUREMENT AND PAYMENT**

The following schedule will be used to determine measurement of mobilization of demobilization and disbursement of the bid price (less retention) for mobilization and demobilization:

<b>Percent of Contract Work Completed (\$ Expended/\$ Total bid price)</b>	<b>Percent of Prepare and Implement Stormwater Pollution Prevention Plans Considered to be Complete</b>
More than 5%	50%
More than 25%	70%
More than 50%	80%
More than 75%	90%
Upon County's acceptance of work including complete demobilization	100%

Payment of mobilization and demobilization shall be based upon the lump sum as stated in Bid Item No. 1 Mobilization and Demobilization. Payments shall constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to completion of this item of work, as provided for herein, shall not affect the

price paid for mobilization and demobilization.

**END OF SECTION**