

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 5/23/16

Departmental Concurrence

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

844



**FROM:** Riverside County Department of Waste Resources

**SUBMITTAL DATE:**  
 May 18, 2016

**SUBJECT:** Approval of Contract Documents for the Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Landfills, District 5 [\$0 – Department of Waste Resources Enterprise Funds], CEQA Exempt.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), and categorically exempt pursuant to Section 15301 (Existing Facilities) and Section 15304 (Minor Alterations of Land); and
2. Approve the Contract Documents for the Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Landfills; and
3. Authorize the General Manager-Chief Engineer of the Riverside County Department of Waste Resources (Department) to advertise for bids.

  
 Hans Kernkamp  
 General Manager-Chief Engineer

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

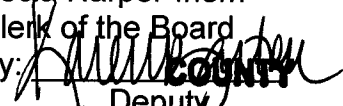
**SOURCE OF FUNDS:** Department of Waste Resources Enterprise Funds  
 Budget Adjustment: No  
 For Fiscal Year: 16/17

**C.E.O. RECOMMENDATION:** APPROVE  
 BY:   
 Alex Gann  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington and Benoit  
 Nays: None  
 Absent: Tavaglione and Ashley  
 Date: June 7, 2016  
 xc: Waste

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 COUNTY  
 Deputy

Prev. Agn. Ref.: 1 District: 5 Agenda Number:

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11 Approval of Contract Documents for the Excavation, Hauling, and Stockpiling Daily Cover  
Material at the Badlands and Lamb Canyon Landfills, District 5 [\$0 – Department of Waste Resources  
Enterprise Funds], CEQA Exempt**

**DATE:** May 18, 2016

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

In accordance with the California Code of Regulations, Title 27, waste disposed at the Badlands and Lamb Canyon landfills must be covered with a minimum of six inches of compacted earthen material at the end of each operation day.

To maintain compliance with this regulation, Department's operation staff at each site typically utilizes the available resources, such as labor and heavy construction equipment, to excavate earthen material from the designated borrow areas and haul this material to the active disposal pads. Due to the recently completed expansion projects at both sites, the haul distance between the designated borrow area and the active disposal pad at each site has increased considerably, thus, requiring additional resources to keep pace with the disposal activities. Therefore, to maintain compliance with the applicable landfill regulations without the need to significantly increase Department resources, the Department recommends hiring an earthwork contractor to excavate and haul sufficient cover material and stockpiling this material closer to the active disposal pad at each site.

Based on recommendation by Department staff last year, the Board awarded a similar excavation project through the California Public Works Contract process which is scheduled for completion in June 2016. This approach has resulted in minimizing the wear and tear and frequent repair and maintenance of Department fleet of heavy equipment. Since the current excavation project is near completion, and to ensure continuity of the availability of daily cover material, the Department is proposing to advertise for a new 1-year contract to provide the necessary daily cover material for landfill operation.

**California Environmental Quality Act (CEQA) Findings**

The Project is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), and categorically exempt from CEQA pursuant to Section 15301 Existing Facilities and Section 15304 Minor Alterations of Land. The Project contemplated in this Form 11 involves approval of a contract identifying proposed excavation, hauling, and stockpiling of material at the Lamb Canyon and Badlands Landfills. The Contract Documents including Specifications will be advertised, and ultimately, a contractor will be selected to complete the work (under a separate Board action). The excavation, hauling and stockpiling activities occur within permitted landfill disturbance areas. This work involves no expansion of approved uses. This work would not have a direct, indirect, or cumulatively significant effect on the environment. A Notice of Exemption (NOE) to this effect will be filed by the Department with the County Clerk upon Project approval.

**Impact on Citizens and Businesses**

None

**Additional Fiscal Information**

The Project contemplated in this Form 11 merely approves contract documents identifying proposed work at the Badlands and Lamb Canyon Landfills, as well as authorizes the Department of Waste Resources to advertise said contract documents. No expenses will be incurred in FY 15/16 as a result of this action.

**Price Reasonableness**

The Engineer's estimate for this project is \$1,600,000 and the action today, if approved, will authorize the Department to pursue competitive bids through the California Public Works Contract process. The Department will then return to the Board of Supervisors to seek approval to award the Contract to the lowest responsible bidder.



**CONTRACT DOCUMENTS**

**FOR**

**THE EXCAVATION, HAULING, AND  
STOCKPILING DAILY COVER MATERIAL**

**AT THE**

**BADLANDS AND LAMB CANYON SANITARY  
LANDFILLS**

**MAY 2016**

**RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES**

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE: 5/20/16  
NEAL R. KIPNIS

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### GENERAL PROVISIONS

### SPECIAL PROVISIONS

### APPENDICES

APPENDIX A -	SCAQMD FORM 403-N & RULE 403 DUST CONTROL REQUIREMENT TABLES 2 AND 3
APPENDIX B -	LANDFILL SITE RULES
APPENDIX C -	PROJECT DRAWINGS (REDUCED SIZE - 11 X 17)

## NOTICE TO CONTRACTORS

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

### **The Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Sanitary Landfills**

Contract Documents may be examined at the County's office at 14310 Frederick Street, Moreno Valley, California, and may be obtained upon payment to the County of \$20 per set, received at the County's office and \$35 per set if mailed by U.S. mail (mailing cost does not apply when using recipient's mailing account number). No refund will be made.

A digital copy of the Contract Documents and Project Drawings in PDF format will be available on the Department's website <http://www.rcwaste.org>. The Project Drawings will also be available in digital Microstation (.dgn) format on Department's website. 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 Wednesday, July 6, 2016** 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 both sites on **Tuesday, June 28, 2016**. This **mandatory** pre-bid site review **will** start at the Lamb Canyon landfill at 10:00 am, and then will proceed to the Badlands landfill. The Lamb Canyon Sanitary Landfill site address is 16411 Lamb Canyon Road, Beaumont, CA 92223. The Badlands Sanitary Landfill site address is 31125 Ironwood Avenue, Moreno Valley, CA 92555. All questions must be submitted in writing by **5:00 pm on Wednesday, June 29, 2016** to Mr. Fouad Mina via e-mail to [fmina@rcwaste.org](mailto:fmina@rcwaste.org) or fax (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:

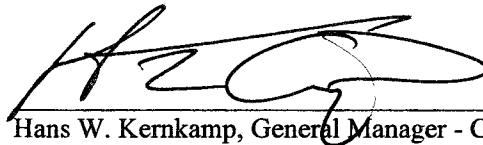
1. Within the last five years, the Contractor shall have successfully completed at least two mass earthwork excavation projects each with a minimum quantity of 250,000 cubic-yards in comparable topographic features as these exist at the project sites (that is, with canyons and valleys, and not just flat terrain). Bidders must provide appropriate references to these projects, including contact information, in their submitted bid proposals.

**SUBMITTAL REQUIREMENTS:**

With the submittal of the Proposal, the Contractor shall submit for approval by the County documented evidence of satisfaction of the Bidder Qualifications listed above, including the name and experience of the superintendent and lead personnel that will be responsible for the work. 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 excavated, and completion date.

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

RIVERSIDE COUNTY  
DEPARTMENT OF WASTE RESOURCES



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

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

that the bidder fully understands the payment method for the work.

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

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

**Information needed in order to register:**

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

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

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

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



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

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

**AWARD OF CONTRACT:** The County reserves the right to reject any and all proposals or to waive technical defects as the best interests of the County may require. Prior to award of the contract, and if requested by County, the Contractor agrees to meet with the County to review the details and calculations of the Contractor's proposal and the Contractor's understanding of any aspect of the work. The award of the Contract, if it be awarded, will be to the lowest responsible and qualified bidder. The award, if made, will be made within approximately fourteen (14) to thirty (30) days after the opening of the proposals.

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

**FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT:** In the event the bidder, to whom an award is made, fails or refuses to post the required bonds and provide the required certificates of insurance and fails to return executed copies of the Agreement within five (5) calendar days after the prescribed forms are presented to it for signature, the County may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement and may award the work to the next lowest responsible bidder, or may call for new bids.

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

**CONTRACT BONDS:** The Contractor shall furnish two (2) surety bonds in duplicate, one as a security for the faithful performance of the contract in the amount equal to one hundred percent (100%) of the contract price, and one as security for the payment of all persons performing labor and furnishing materials in connection with the contract in an amount equal to one hundred percent (100%) of the contract price. All bonds must be submitted on forms provided by the County. Bonds submitted in any other form will not be accepted. Should any surety on the Payment Bond or Performance Bond be deemed unsatisfactory by the County, Contractor shall upon notice promptly substitute new bonds satisfactory to the County. All bonds must be issued by sureties which are licensed by the State of California to issue such bonds.

**SUBLETTING AND SUBCONTRACTING:** Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement, in excess of one-half (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 or other requirements shall be specifically noted in the specifications. Any "equal" proposed by the Contractor must be described in the Contractor's Proposal.

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

**CONTRACTOR'S PROPOSAL**

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE:

The undersigned hereby declares:

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

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

(b) That this proposal is made without collusion with any other person, firm or corporation.

(c) That the Contractor has carefully examined the location of the proposed work, and has familiarized itself with all of the physical, climatic or other conditions related to the work.

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

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

(f) That the Contractor proposes to enter into such contract and to accept in full payment for the work actually done the prices shown in the attached schedule. It is understood that the quantities listed (except for those shown as "Final" or "Lump Sum (L.S.)") are but estimates only and final payment will be based on actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

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

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

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

Contractor bids as follows for The Excavation, Hauling, and Stockpiling of Daily Cover Material at the Badlands and Lamb Canyon Sanitary Landfills, located in Riverside County, California:

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Badlands Mobilization & Demobilization	E.A.	4		
2	Lamb Canyon Mobilization & Demobilization	E.A.	4		
3	Excavation, Hauling, and Stockpiling Daily Cover Material at Badlands Landfill	C.Y.	200,000		
4	Excavation, Hauling, and Stockpiling Daily Cover Material at Lamb Canyon Landfill	C.Y.	200,000		
5	Time and Material Lamb Canyon	LS	1	\$50,000	\$50,000
6	Time and Material Badlands	LS	1	\$50,000	\$50,000

TOTAL COST \$ \_\_\_\_\_

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

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

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

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

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

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

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

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

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

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

## LIST OF SUBCONTRACTORS

The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a subcontractor who specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half (½) of one percent (1%) of the Prime Contractor's total bid and the portion of the work which will be done by each such subcontractor is as follows:

Item No. (s). -

Name of Subcontractor -

Phone and Fax Numbers -

Address -

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

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

---

Item No. (s). -

Name of Subcontractor -

Phone and Fax Numbers -

Address -

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

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

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Address -

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## 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 (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 -

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

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

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Name of Subcontractor -

Phone and Fax Numbers -

Address -

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

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Phone and Fax Numbers -

Address -

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Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

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Address -

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

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

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Item No. (s). -

Name of Subcontractor -

Phone and Fax Numbers -

Address -

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

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

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**STATEMENT OF LICENSURE**

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

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

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

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

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

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

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

**AFFIDAVIT FOR INDIVIDUAL CONTRACTORS**

STATE OF CALIFORNIA )

SS

COUNTY OF RIVERSIDE )

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

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

Subscribed and sworn to before me

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

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

**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR**

STATE OF CALIFORNIA )

SS

COUNTY OF RIVERSIDE )

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

That he or she is a member of the joint venture or copartnership firm designated as

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

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

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

Subscribed and sworn to before me

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

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

**AFFIDAVIT FOR CORPORATE CONTRACTOR**

STATE OF CALIFORNIA )

SS

COUNTY OF RIVERSIDE )

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

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

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

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

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

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

**BID BOND**

Recitals:

1. \_\_\_\_\_ (Contractor) has submitted its Contractor's Proposal to the County of Riverside, by and for the Waste Management Department, for the construction of the public work known as The Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Sanitary Landfills, in accordance with a Notice to Contractors dated \_\_\_\_\_.

2. \_\_\_\_\_ a \_\_\_\_\_ corporation, hereafter called Surety, is the surety on this Bond.

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

1. The amount of the obligation of this Bond is 10% of the amount of the Contractor's Proposal and inures to the benefit of County.

2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds and certificates of insurance as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal.

3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

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

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

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

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

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

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

## AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_ and is  
between the COUNTY OF RIVERSIDE (County) and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Contractor).

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

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for the project, The Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Sanitary Landfills, in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.

2. Contract Documents. The Contract Documents for the project are:

- (a) Notice to Contractors;
- (b) Instructions To Bidders;
- (c) Contractor's Proposal;
- (d) Agreement;
- (e) Bid Bond;
- (f) Performance Bond;
- (g) Payment Bond;
- (h) General Provisions;
- (i) Special Provisions for The Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Sanitary Landfills;
- (j) Appendix A - SCAQMD Form 403-N & Rule 403 Dust Control Requirement Tables 2 and 3;
- (k) Appendix B - Landfill Site Rules;
- (l) Appendix C - Project Drawings;
- (m) Standard Specifications for Public Works Construction, 2012 Edition, with Amendments;
- (n) any other documents included in or incorporated into the Contract Documents;
- (o) Addenda Nos. \_\_\_\_\_;
- (p) orders, instructions, drawings and plans issued by County during the course of the work in accordance with the provisions of the Contract Documents.

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

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

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES  
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, **The Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Sanitary Landfills**, located in Riverside County, California.)

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

ITEM No.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Badlands Mobilization & Demobilization	E.A.	4		
2	Lamb Canyon Mobilization & Demobilization	E.A.	4		
3	Excavation, Hauling, and Stockpiling Daily Cover Material at Badlands Landfill	C.Y.	200,000		
4	Excavation, Hauling, and Stockpiling Daily Cover Material at Lamb Canyon Landfill	C.Y.	200,000		
5	Time and Material Lamb Canyon	LS	1	\$50,000	\$50,000
6	Time and Material Badlands	LS	1	\$50,000	\$50,000

**TOTAL COST \$** \_\_\_\_\_



**PERFORMANCE BOND**

Recitals:

1. \_\_\_\_\_  
(Contractor) has entered into an Agreement dated \_\_\_\_\_ with the COUNTY OF RIVERSIDE (County) for construction of the public work known as The Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Sanitary Landfills (Project).

2. \_\_\_\_\_, a corporation (Surety), is the surety under this Bond.

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ \_\_\_\_\_ and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 25% without approval of Surety. (If the total contract price is inadvertently increased by more than 25% without approval of Surety, this performance bond will remain in effect for that portion of the contract existent prior to the 25% exceedance).

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

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

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

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

(Surety)

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

(Contractor)

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

**PAYMENT BOND**

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

The makers of this Bond are \_\_\_\_\_ as Principal and Contractor and \_\_\_\_\_ a corporation, authorized to issue surety bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and the COUNTY OF RIVERSIDE (County), a public entity, for \$ \_\_\_\_\_, the total amount payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for the public work generally consisting of The Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Sanitary Landfills. The beneficiaries of this Bond are as is stated in Section 3248 of the Civil Code and Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

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

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

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

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

(Surety)

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

(Contractor)

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



**GENERAL PROVISIONS**

**FOR**

**THE EXCAVATION, HAULING, AND  
STOCKPILING DAILY COVER MATERIAL**

**AT THE**

**BADLANDS AND LAMB CANYON SANITARY  
LANDFILLS**

**MAY 2016**

**RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES**

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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 Department Of Waste Resources.
- d) **ENGINEER:** The General Manager - Chief Engineer of the Riverside County Department Of Waste Resources, 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 words of like import, shall mean approved by, or acceptable to, or satisfactory to, the County, unless otherwise expressly stated.



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

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

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

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

### **2.2. CONSTRUCTION SCHEDULE**

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

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

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

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

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

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

### **2.5. PROTESTS**

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

## **2.6. ALTERATIONS**

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

## **2.7. EXTRA WORK**

### **2.7.1. General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **3.5. SUPERINTENDENCE**

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

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

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

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

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

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

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

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

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

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

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

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

**3.10. FINAL INSPECTION**

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

## **4. CONTROL OF MATERIAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5.7. SANITARY PROVISIONS**

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

### **5.8. PUBLIC SAFETY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. PROSECUTION AND PROGRESS**

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

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

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

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

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

### **6.3. SUBCONTRACTING**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

#### **6.8. ASSIGNMENT**

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

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

If the Contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, or to maintain the rates of delivery of materials, or to execute the work in the proper manner, written notice by the County may be served upon the Contractor demanding compliance with the contract. If the Contractor refuses or neglects to comply with such notice within five (5) working days after receipt of the notice, then the County may take possession of the work, together with all material and equipment thereon, and may complete the work itself in the manner the County determines to be appropriate. The cost of the completion of the work shall be charged against the Contractor and its surety and may be deducted from any money due to the Contractor; and if the sums due under the contract are insufficient, the Contractor and/or its surety shall pay to the County within five (5) working days after the completion of the work all of such cost in excess of the contract price.

## **7. PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7.3.1.1. Labor**

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

**7.3.1.1.1. Actual Wages**

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

**7.3.1.1.2. Labor Surcharge**

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

**7.3.1.1.3. Subsistence and Travel Allowance**

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

**7.3.1.2. Materials**

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

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

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

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

### **7.3.1.3. Equipment Rental**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **7.3.3. Records**

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

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

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

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

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

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

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

#### **7.3.4. Payment**

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

#### **7.4. ACCEPTANCE**

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

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

On or about the last day of each month, the County shall make an estimate in writing of the total amount of work done by the Contractor to the time of such estimate and the value thereof. The County shall retain 5 percent (5%) of such estimated value of the work or partial payment for the fulfillment of the contract by the Contractor.

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

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

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

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

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

The County, after completion of the work, and submittal of any final documents or reports required by the Special Provisions, shall make a final estimate in writing to the County Board of Supervisors of the amount of work done and the value of such work; and pursuant to order of the



Board of Supervisors the County shall pay the sum found to be due after deducting therefrom all previous payments and all amounts to be kept and retained under the provisions of the contract or applicable law. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The withheld retention funds shall not be due and payable to the Contractor until the expiration of thirty-five (35) days after the date of approval by the Board of Supervisors and recordation of the notice of completion.

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

The Contractor agrees that payment of the final amount due under the contract will be withheld until the guarantee of work as required in Section 5.13 herein is accepted by the County in approved form.

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

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

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

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

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

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

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

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

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

**7.8.2. Meet and Confer**

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

**7.8.3. Filing of Claims**

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

**7.8.4. Mediation and Judicial Arbitration**

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

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

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

## **8. GENERAL**

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

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

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

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

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

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

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

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

### **8.3. INSURANCE**

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

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

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

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

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

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

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

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

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

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

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless

such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country'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(s) 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(s) and is satisfied as to the conditions and requirements of the work to be performed.

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



## **9. WATERING**

### **9.1. DESCRIPTION**

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

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

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

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

### **10.1. GENERAL**

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

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

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

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

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

### **10.2. SIGNS**

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

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

### **10.3. MATERIALS STORAGE**

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



**SPECIAL PROVISIONS**

**FOR**

**THE EXCAVATION, HAULING, AND  
STOCKPILING DAILY COVER MATERIAL**

**AT THE**

**BADLANDS AND LAMB CANYON SANITARY  
LANDFILLS**

**MAY 2016**

**RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES**

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**SPECIAL PROVISIONS  
FOR THE  
EXCAVATION, HAULING, AND STOCKPILING  
DAILY COVER MATERIAL  
AT THE  
BADLANDS AND LAMB CANYON SANITARY LANDFILLS**

**SECTION 1 - GENERAL**

**1.1 INTRODUCTION**

These Special Provisions are for the excavation, hauling, and stockpiling daily cover material for landfill operations at the Badlands Landfill (BA) and Lamb Canyon Landfill (LC) in Riverside County, California. This project is designated as "The Excavation, Hauling, and Stockpiling Daily Cover Material at the Badlands and Lamb Canyon Sanitary Landfills" (Project).

The main items of work required by this Project shall include but are not limited to: excavation of 200,000 cubic yards of daily cover material at each site (BA and LC) for a total of 400,000 cubic yards of material, hauling and stockpiling this excavated material within the designated stockpile locations and limits at each site as shown on the Project Drawings. This work shall be completed within a one-year period, during which the contractor shall be required to excavate 200,000 cubic yards of material at each site in four separate excavation events of 50,000 cubic yards each. The County will contact the Contractor approximately every three months to schedule and coordinate each excavation event. Prior to each excavation event, the County will provide specific details to the Contractor of the quantity of material to be excavated at each site, location and limits of the excavation and stockpile areas, and current site conditions that may impact the Contractor's operation.

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 Contractor shall be aware that the BA and LC landfills are active landfill sites. The Contractor's work relating to the Project shall not impede or interrupt daily landfill operations. Full cooperation of the Contractor and its forces is required to assure safe working conditions. Therefore, it is necessary to emphasize that the County will have full authority to eject any of the Contractor's employees or subcontractors who do not abide by the landfill site rules (Appendix B) or the directions of the County at all times throughout the duration of the Project.

**1.2 DEFINITION OF TERMS**

*Cubic Yard*

Unless otherwise specified in these specifications, where the term cubic yard appears it shall mean bank (bulk) volume in the case of excavation; and compacted volume yielding the specified

relative compaction, moisture content, and hydraulic conductivity, if required, in the case of engineered fill.

*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 or ASTM D4643.

*Optimum Moisture Content (OMC)*

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

*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.

*Slope*

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

*Subgrade*

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

*Project Manager*

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

*Resident Engineer*

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

*Contractor's Surveyor*

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

*County's Surveyor*

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

### **1.3 SUMMARY OF WORK**

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

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

- A. Provide Project Survey per Section 1.9
- B. Provide and implement a Site Safety Plan per Section 1.15
- C. Implement Storm Water Pollution Prevention Plan per Section 1.17.3
- D. Earthwork per Section 3 of these Special Provisions (excavation, hauling, and stockpiling daily cover material as shown on the Project Drawings and as directed by the County)

#### **1.4 REFERENCED SPECIFICATIONS AND DOCUMENTS**

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

##### *Standard Specifications*

The term Standard Specifications is a direct reference to the publication entitled "Standard Specifications for Public Works Construction" (2012 edition, and all subsequent amendments, supplements, and additions) written and promulgated by the Joint Cooperative Committee of the Southern California Chapter American Public Works Association and Southern California Departments Associated General Contractors of California. This publication is also known as the "Green book."

##### *State Standard Specifications*

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

##### *ASTM Specifications*

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

##### *Standard Drawings*

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

##### *Plans or Project Drawings*

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

#### **1.5 PRECEDENCE OF CONTRACT DOCUMENTS**

In case of conflict between the Contract Documents, the following order of governing documents shall be followed (with the first listed document controlling):

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



## 1.6 WORKING DAY DEFINITION

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

## 1.7 HOLIDAYS

The Contractor shall not be permitted to work on the following days designated by the County as holidays:

January 1 <sup>st</sup>	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
February 12 <sup>th</sup>	Lincoln's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11 <sup>th</sup>	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Friday following Thanksgiving Day
December 25 <sup>th</sup>	Christmas Day

## 1.8 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete each excavation event of 50,000 cubic yards at each site within twenty five (25) consecutive working days. The County will not schedule the excavation events at both sites simultaneously. Upon notification of a new excavation event, the contractor shall have five (5) business days to begin excavation activities.

In case the work called for and all the conditions and requirements of the Contract Documents are not completed within the number of working days specified above, liquidated damages of Five Hundred Dollars (\$500) per day for each additional working day required to properly complete the work in excess of the allowed number of working days shall be paid by the Contractor to the County. The County may also deduct this amount from payments due to the Contractor.

## 1.9 SURVEY CONTROL OF WORK

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. Survey control is shown on the Project Drawings. In addition, the County surveyors will make verification surveys as various stages of the work are completed and survey for preparation of pay quantities. The Contractor's surveyor is responsible for setting line and grade for the earthwork and any other related construction activities. The Contractor's surveyors are also

responsible for ensuring that all construction conforms to the requirements of the Contract Documents.

#### **1.10 TESTS AND INSPECTIONS**

The Contractor shall comply with requests by the County to alter the work sequence 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.

#### **1.11 LABOR SURCHARGE**

Attention is directed to the provisions of Section 7.3.1.1.2. of the General Provisions. The labor surcharge percentage to be applied to the regular hourly wages paid as defined in Section 7.3.1.1. shall be twelve percent (12%). The labor surcharge percentage to be applied to the overtime hourly wages paid as defined in Section 7.3.1.1. shall be twelve percent (12%).

#### **1.12 EQUIPMENT RENTAL**

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

#### **1.13 CONTRACTOR'S QUALIFICATIONS**

Within the last five years, the Contractor shall have successfully completed at least two mass earthwork excavation projects each with a minimum quantity of 250,000 cubic-yards in comparable topographic features as exist at the project sites (that is, with canyons and valleys, and not just flat terrain).

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

The Contractor shall have, or be able to obtain, all the personnel, equipment, and materials necessary to perform the work specified in the scope of work, and be able to keep the needed equipment at the job site for the duration of the work. The bidder may meet these requirements by using subcontractors, or forming a partnership, joint venture, or other legal arrangement. If the qualifications are met by the formation of a partnership, joint venture or other legal arrangement; then each separate legal entity shall be required to sign the contract and accept joint and several liabilities. The Contractor, or the Contractor's personnel shall hold appropriate certificates, licenses, and permits necessary to perform the work described in the scope of work.

The Contractor shall present all licenses held, the certificate numbers, and in whose name the license is issued in his bid response. The Contractor shall demonstrate prior experience in performing and completing earthwork construction projects in his bid response. Prior work performed by the Contractor shall include mass excavation. In the Contractor Proposal, the Contractor shall present specific projects, dates, locations, clients, project costs, a project summary description, and the Contractor's role in each project. The Contractor shall present a

reference list of clients that includes a contact person and phone number. The Contractor shall also possess a Class A Contractor's License.

The Contractor shall demonstrate that his project manager, equipment operators, and other responsible individuals performing work on site have appropriate experience and capability. The Contractor shall present personal resumes that document education, training, work experience, and licenses and certificates held in his bid response.

#### **1.14 CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall identify to the County, in writing, the name of the representative who shall have complete authority to act for this project. The Contractor shall also furnish to the County a telephone number where the Contractor or his representative may be contacted 24 hours a day. 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. All activities shall be conducted in such a manner as to avoid hazards and injury or damage to any person or properties.
- B. Transportation and access conditions
- C. Availability of utilities
- D. Surface and subsurface conditions
- E. Location, availability, and condition of construction materials
- F. Climate
- G. On-site soil characteristics of soil to be used in construction, including but not limited to size and type variation, location of excavation and stockpile areas, etc.
- H. General construction conditions at the site
- I. The Contractor shall adhere to the Storm Water Pollution Prevention Plans (SWPPP) for BA and LCL to prevent erosion and control sediment from excavation areas
- J. Spill prevention, proper clean-up and disposal of contaminants, and handling/storage of hazardous materials delivered to or produced on-site from the Contractor's operation
- K. The Contractor shall assume full responsibility for any theft or vandalism occurring to the Contractor's equipment, tools, materials, supplies, and construction (prior to final acceptance of the entire project by the County), and shall take appropriate measures necessary to eliminate their occurrences.
- L. The Contractor shall maintain internal access roads utilized by the Contractor during the Project. The Contractor shall not use existing paved roadways or those used for daily landfill traffic.
- M. The Contractor shall adhere to the posted speed limits within the landfill sites.
- N. The Contractor shall continuously develop and maintain a reasonably graded surface within the Project excavation and stockpiling areas in order to maintain positive drainage condition and prevent ponding.

- O. At the end of each 50,000 cubic yards of excavation, the ground shall be smoothed and graded to drain by the Contractor as required by the Contract Documents and as directed by the County.
- P. The Contractor shall be aware that the County and its representatives will conduct periodic inspections. The Contractor shall allow access to work areas as requested by the County or its representatives.
- Q. Prior to the start of work, or at any other time during the project as reasonably requested by the County, the Contractor shall meet with the County to understand all County operations in progress at the LCL and BA and the Contractor shall take these County concurrent operations into consideration in performance of the work.
- R. Excavation and stockpile areas shall be constructed in accordance with the following design parameters:
  - a. Contractor shall excavate material and construct the stockpile within the limits shown in the Project Drawings.
  - b. Surfaces of flat areas shall be graded to ensure positive drainage with a minimum grade of 3 percent and finish-graded with a motor grader or approved equal.
  - c. Finished side slopes shall be constructed to an inclination not steeper than 1.5:1 (H:V) or as directed otherwise by the County.
  - d. Slope height between intermediate benches (or access roads) must not exceed 40 feet for excavation areas.
  - e. Total stockpile height must not exceed 25 feet measured vertically from the surrounding landfill grades.
  - f. Access roads or benches shall have a minimum width of 15 feet and shall provide access to the top deck of the stockpiles.
  - g. Final surface areas shall be finished by track walking (side slope) or smooth graded (flat areas) and left in a uniformly graded condition to prevent or minimize erosion.

Until County final acceptance of the completed work in each excavation event, the Contractor shall retain full responsibility for the work.

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

### **1.15 SITE SAFETY PLAN**

Within ten (10) working days of execution of the Agreement by both parties, and prior to delivering equipment to the construction site, the Contractor shall submit Site Safety Plans for each of the two sites to the County for review and acceptance. Acceptance of the Site Safety Plans 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 Plans must, at a minimum, meet all the requirements of Federal and State regulations regarding all construction activities. The Contractor shall be solely responsible for adherence to the Site Safety Plans at all times.

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

The Site Safety Plans shall include procedures that address Contractor's response 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 Contractor must submit to the County all documentation showing proper containment and removal of any toxic materials or contaminated soil that the Contractor has introduced or produced on-site.

The Site Safety Plans shall also include a traffic control plan that addresses the procedures for approaching or crossing public access roads internal to the landfill during the Project. The traffic control plan shall be shown on a site map and shall include but not limited to delineation of the proposed haul routes, traffic direction, signs, lane closures, and traffic control devices. All planned signs, traffic control devices shall be industry standard and shall conform to the Work Area Traffic Control Handbook (WATCH), latest edition, and the California Manual on Uniform Traffic Control Devices 2012 Edition (FHWA's MUTCD 2009 Edition as amended for use in California), also called the California MUTCD, by the State of California Department of Transportation, Temporary Traffic Control, latest edition. Signs and traffic control devices along public access or landfill operation routes shall be removed and stored or covered during periods of time when they are not needed (such as at the end of each working day, weekends, and any time when no construction work is being performed).

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

The Contractor shall under no circumstances deviate from the requirements of the Site Safety Plans and shall be responsible for any violation of the rules and regulations in effect. The County shall issue an order to stop all work and the Contractor shall not be entitled to any extension of the time or any claim for damage or to any compensation for either the directive or the work suspension order.

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

#### **1.16 ENVIRONMENTAL REQUIREMENTS**

The Contractor shall at all times keep the sites neat, tidy, and free of refuse resulting from work. Toxic materials, including oil, fuel oil, gasoline, coolant, fluid filters, and other contaminants,

shall be transported off site and disposed of at an approved facility. Containers temporarily holding these toxic materials shall be covered and have no leaks, and shall be removed from the site as quickly as is reasonably possible.

Any accidental spills or leaks that are produced during routine equipment maintenance shall be cleaned up by removing all the contaminants and the contaminated soil, disposing of it at an approved facility, and replacing the removed contaminated soil volume with clean soil material. The Contractor shall also be responsible for any spills caused by any of the Contractor's subcontractors or suppliers. The Site Safety Plan, required under Section 1.15 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.

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

### **1.17 PERMITS**

The Contractor shall obtain and comply with all required permits and licenses related to the work, pay all charges and fees, and give a copy of all required documents to the County prior to commencement of work. Required permits include but are not limited to:

#### **1.17.1 NOTIFICATION TO SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) UNDER RULE 403, FUGITIVE DUST CONTROL**

The Contractor is responsible for implementing the necessary mitigation measures to ensure compliance with regulatory thresholds relating to air quality including but not limited to SCAQMD Rule 403 Fugitive Dust Control Requirements (Appendix A). The County shall have the authority to immediately suspend all construction operations if, in the County's opinion, the Contractor fails to adequately provide for dust control.

The Contractor shall file Form 403-N with the SCAQMD for the construction operation under this contract. The Contractor shall provide a copy of the filed Form 403-N for the project to the County prior to commencement of project construction.

In compliance with the requirement of Section (e)1(E) of Rule 403, as amended on June 3, 2005, the Contractor shall identify a SCAQMD-certified dust control supervisor on the project site, or available on-site within 30 minutes, during project work hours.

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

#### **1.17.2 COMPLIANCE WITH CARB OFF ROAD DIESEL VEHICLE REGULATIONS**

Landfill operations at Department sites, including BA and LCL, are subject to the requirements of the California Code of Regulations (CCR), Title 13, Section 2449, which are enforced by the California Air Resources Board (CaARB). The objective of this regulation is to reduce emissions of diesel particulate matter (PM), oxides of nitrogen (NOx) and other criteria pollutants from in-use diesel-fueled vehicles. Therefore, to ensure compliance with the

cited regulations, Contractor must provide proof of compliance with the "CaARB In-Use Off-Road Diesel Vehicle Regulations" currently in effect to include the following:

- Proof of reporting their fleet into CaARB's Diesel Off-road On-line Reporting System (DOORS)
- Proof of compliance with CaARB performance requirements specific to fleet size (Fleet Compliance Snapshot)
- Written Idling Policy
- Requirement for ARB Equipment Identification Number (EIN) labeling on all vehicles

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

### **1.17.3 STATE WATER QUALITY CONTROL BOARD'S NATIONAL POLLUTION DISCHARGE AND ELIMINATION SYSTEM (NPDES) PERMIT**

The County complies with the State NPDES through regular inspections, monitoring, and implementation of Best Management Practices (BMPs) as described in the BA and LCL Storm Water Pollution Prevention Plans (SWPPP). These SWPPPs will be updated by the County prior to July 2015 pursuant to the new Industrial General Permit (IGP) which will become effective July 1, 2015. In order to comply with the requirements of the new IGP and the sites' SWPPP, the contractor shall be required to implement minimum BMPs within the excavation and stockpile areas as directed by the County. Any material needed for the BMPs will be provided by the County and installed by the Contractor. This material will include but not limited to fiber rolls, sand bags, and silt fence. Other BMP measures, such as diversion berms and localized depressions (i.e. small ponds) shall be constructed by the Contractor as shown on the Project Drawings and as directed by the County.

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

### **1.18 EQUIPMENT STAGING AREA**

An area for the storage of the Contractor's equipment at each site is delineated on the Project Drawings. The staging area shall be accessible to the County so that they may verify the presence and condition of equipment being stored. The stored equipment shall be placed in accordance with the Project Drawings or as directed by the County. The Contractor shall confine equipment and maintain construction operations within limits indicated by applicable laws, ordinances, and permits, and as outlined by the County. The Contractor shall ensure that the storage of equipment in any area does not interfere with or otherwise disrupt County operations at the site. Care shall be exercised to avoid blocking roads, interfering with County operations, or presenting a hazard to County personnel and equipment, or to the public.

The maximum allowable time that a piece of equipment shall remain on site, in a condition that makes it incapable of performing its designed function, shall be 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. The Contractor shall demobilize all their equipment from the site after the completion of each excavation event.

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

#### **1.19 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 such delays caused by the suspension of operations. Working days shall be charged as appropriate in accordance with the Contract Documents.

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

#### **1.20 DIVERSION AND CONTROL OF WATER**

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

All nuisances or other water shall be disposed of at the Contractor's expense, in a manner that will not damage public or private property, create a nuisance or health menace, and comply with all applicable regulations. The Contractor shall furnish, install, and operate pumps, hoses, pipes, or other equipment of a sufficient capacity to keep all construction excavations free from water until the excavation is backfilled. Water, if odorless and uncontaminated, may be discharged in a manner approved by the County. When required by the County, a means of desilting the water before discharging it shall be provided. Work shall be suspended when the site is wet, muddy, or in any other condition that interferes with proper operation and construction procedures.

The County has a National Pollutant Discharge and Elimination System (NPDES) permit for storm water associated with industrial activity (under which construction activities are covered) and has developed a SWPPP for BA and LCL. The Contractor shall comply with all the provisions of each site's SWPPP. The Contractor shall assist and cooperate with County personnel in fulfilling the provisions for construction monitoring requirements.



Payment for complying with this section relating to storm water shall be included in the various items of work, and no additional compensation shall be allowed.

### **1.21 DUST ABATEMENT**

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

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

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

### **1.22 WATER SUPPLY**

The Contractor shall have the option to establish a water source for its operation, or may elect to draw water from the County's offsite water towers at both sites provided that the contractor provides and implements any necessary measures to prevent track-out and drainage issues resulting from its operation. The preventative measures and maintenance of the water tower area may include but not be limited to re-grading the area to ensure positive drainage, furnishing and installing new rock material, cleaning rumble rack sections, and street sweeping if deemed necessary by the County. The County's off site water tower at BA is located at Theodore Street in the City of Moreno Valley, approximately one and half (1.5) miles west of the entrance to the landfill site, as shown on the Project Drawings. The County's off site water tower at LC is located at 1<sup>st</sup> Street in the City of Beaumont, approximately three (3) miles north of the entrance to the landfill site, as shown on the Project Drawings. The Contractor shall provide all labor and equipment to collect, load, transport, apply, and dispose water as necessary for dust control, excavation, grading, and other project purposes. Contractor's use of water and/or tower shall not impact landfill operations. Water shall be clean and free from objectionable deleterious amounts of acids, alkalis, salts, or organic materials.

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

### **1.23 PROTECTION OF ADJACENT LANDFILL OPERATIONS**

The Contractor shall be aware that both BA and LCL are active landfill sites. The Contractor's work relating to the Project shall not impede or interrupt daily landfill operations. Full cooperation of the Contractor and its forces is required to assure safe working conditions. Therefore, it is necessary to emphasize that the County will have full authority to eject any of the

Contractor's employees or subcontractors who do not immediately abide by the landfill site rules (Appendix - B) or the directions of the County.

The Contractor must obtain in advance the County's written approval for the locations and construction of temporary haul roads. No Contractor's equipment shall be allowed to travel on internal paved access roads or other roads designated for landfill traffic; therefore, all access roads that are proposed to be used by the Contractor's equipment will need to be prepared and maintained by the Contractor and must be pre-approved by the County in writing.

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

END OF SECTION 1

## SECTION 2 - MOBILIZATION AND DEMOBILIZATION

### 2.1 GENERAL

This 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 areas clean and free of refuse generated as a result of the Contractor's operations. Any such refuse shall be disposed of in the designated disposal area or as directed by the County.

### 2.2 MATERIALS

The Contractor shall provide adequate number of portable toilets for its staff within the project's staging area. These portable toilets shall be equipped with secondary containment structures and tie-downs shall be supplied so as to prevent the displacement of the portable toilets during high winds. All sanitary facilities shall include no less than twice-per-week servicing.

The Contractor shall provide fire extinguishers and first-aid kits within the vicinity of their work area to provide adequate protection to all personnel anticipated to be onsite. A fire extinguisher shall also be maintained in the construction area at all times.

### 2.3 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, equipment, throughout the duration of construction. All temporary works, such as sanitation facilities, 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. 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 1.6 of these Special Provisions.

### 2.4 MEASUREMENT AND PAYMENT

**The measurement of the final quantity for Bid Item No. 1 "Badlands Mobilization & Demobilization" and Bid Item No. 2 "Lamb Canyon Mobilization & Demobilization" shall be determined by the County based upon the exact number of excavation events and mobilization/demobilization occurrences that take place during each event at each site.**

**Payment** for mobilization and demobilization shall be made at the contract unit price for “Each” mobilization/demobilization event as stated in the Contractor’s Proposal for **Bid Item No. 1 “Badlands Mobilization & Demobilization”** and **Bid Item No.2 “Lamb Canyon Mobilization & 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. The deletion of work or the addition of extra work shall not affect the bid price and compensation for mobilization and demobilization.

END OF SECTION 2

## SECTION 3 - EARTHWORK

### 3.1 GENERAL

The work in this section shall include furnishing all labor, supervision, tools, equipment, and materials necessary to complete the required earthwork excavation, hauling, and stockpiling, and accomplish all other related work. This work shall include, but is not limited to: surveying, clearing, grubbing, excavation, hauling, and stockpiling material as shown on the Project Drawings and as required by the Contract Documents.

### 3.2 EXECUTION

This work may include ripping, breaking, and dozing of previously stockpiled materials using standard earthmoving equipment up to and including CAT D-9 with ripper type equipment. This item shall also include keeping excavation areas neat and orderly and completing the excavation to the satisfaction of the County.

Areas of excavation shall be graded to drain at all times and necessary precautions shall be taken to control dust and erosion. The Contractor's access roads shall be maintained as necessary for the Contractor and the County, including landfill operation access. Excavations and Stockpiles shall not be constructed beyond the limits and design parameters stated in these Special Provisions and Project Drawings, unless otherwise authorized by the County in writing. Unauthorized excavation outside the specified excavation limits shall be immediately corrected by backfilling to grade with engineered fill (as directed by the County) at the Contractor's expense.

Excavated material shall be transported and placed by the Contractor in the designated Daily Cover Stockpile locations as shown on the Project Drawings and as directed by the County. Surface drainage shall be maintained at all times in the excavation and stockpile areas. Surfaces of flat areas shall be graded to ensure positive drainage with a minimum grade of three (3) percent and shall be finish-graded with a motor grader or approved equal. Final surface within each and all work areas shall be smooth graded and left in a uniformly graded condition to prevent or minimize erosion.

Finished side slopes shall be constructed to an inclination not steeper than 1.5:1 (H:V) or as directed otherwise by the County. Slope height within excavation areas must not exceed 40 vertical feet between intermediate benches (or access roads). Maximum slope height for stockpiles must not exceed 25 vertical feet unless otherwise authorized in writing by the County. Access roads or benches shall have a minimum width of 15 feet and shall provide access to the top deck. The Contractor shall observe excavations and stockpiles on a regular basis for signs of instability. Should signs of instability be noted, the Contractor shall notify the County immediately, and shall undertake remedial measures as soon as practicable, subject to the direction and approval of the County. It shall be the Contractor's responsibility to remove all loose materials from the excavated slopes and to maintain the slopes in a safe and stable condition at all times during progress of the work and during any temporary suspension of the work. Cut slopes shall be left in a clean, safe, and stable condition upon completion of the work.

Where necessary, trenches, pits, and other excavations shall be properly sheathed and braced to maintain safe and acceptable working conditions. Any damage occurring from excessive earth pressures, slides, cave-ins, or other causes due to failure to provide proper sheathing or bracing, or

through other negligence or fault of the Contractor, shall be repaired by the Contractor at its expense. The manner of bracing for excavations shall be as set forth in the rules, orders, and regulations of the Division of Industrial Safety of the State of California or OSHA; whichever is more restrictive.

### 3.3 MEASUREMENT AND PAYMENT

The last available ground topography contours for LCL were generated from a combination of an aerial flight survey conducted on October 21, 2015 and a conventional ground survey method completed on April 26, 2016. The last available ground topography contours for BA were generated from a combination of an aerial flight survey conducted on June 19, 2015 and a conventional ground survey method completed on April 4, 2016. Due to the ongoing landfill operations at both sites, these composite ground topographies will not reflect the actual field conditions at the time of award of this contract. However, in order to generate updated ground topography contour maps which will be used as the base maps (or pre-construction ground) for this project, the County will conduct a ground survey at both sites prior to the issuance of the Notice to Proceed. These surveys will be used to generate updated ground topography contour maps (pre-construction ground contours) that will be used to determine the final pay quantities for this project.

Unless otherwise stated, the final measurement of all earthwork quantities shall be calculated to the nearest cubic yard based only upon comparison of pre-construction and post-construction surfaces of the excavation areas. These surfaces shall be established by a combination of conventional ground surveying done by the County and aerial flight surveys of the project work area. The County shall conduct a ground survey immediately following the completion of each 50,000 cubic yards of excavation. Final volumetric calculation of earthwork quantities for payment purposes shall then be performed by the County based upon the resulting Digital Terrain Models (DTM) using the grid volume method with a grid interval of five (5) feet by five (5) feet. It should be noted that different methods may be used by the County for determining quantities for progress payments. However, the earthwork quantities used for progress payments will be adjusted at the completion of the project based upon the final measurement method stated in this paragraph.

Limits for measurement of the excavations area shall be to the limits shown on the Project Drawings or as directed by the County.

**The measurement of the final excavation quantity for Bid Item No. 3 "Excavation, Hauling, and Stockpiling Daily Cover Material at Badlands Landfill" and Bid Item No. 4 "Excavation, Hauling, and Stockpiling Daily Cover Material at Lamb Canyon Landfill"** shall be based only on the total excavation quantity as determined by comparing the pre- and post-construction ground surfaces within the specified excavation limits at each site. The pre-construction ground surface shall be established by a combination of conventional ground survey and aerial flight survey, and the post-construction ground surface for this work shall be established by ground surveying. **Payment** for excavation of all materials and hauling and placing material into soil stockpile areas, and any other work required to reach the specified excavation quantities shall be made based on the unit price per cubic yard for excavation, as stated in the Contractor's Proposal, Bid Item No. 3 and Bid Item No. 4.

END OF SECTION 3

## **SECTION 4 - AUTHORIZED TIME & MATERIALS WORK**

### **4.1 GENERAL**

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

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

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

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

END OF SECTION 4