

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



**ITEM: 12.4  
(ID # 12207)**

**MEETING DATE:**  
Tuesday, April 07, 2020

**FROM:** DEPARTMENT OF WASTE RESOURCES:

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approval of Contract Documents and Advertise for Bids for the Daily Cover Excavation and On-Call Site Improvements at Riverside County Landfills, Districts 1,2,3 & 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);
2. Approve the Contract Documents for the Daily Cover Excavation and On-Call Site Improvements at Riverside County Landfills;
3. Authorize the General Manager-Chief Engineer of the Riverside County Department of Waste Resources (Department) to advertise for bids to be received in the Department office located at 14310 Fredrick Street, Moreno Valley up to the hour of 10:30 a.m. on Tuesday May 5, 2020, at which time the bids will be opened; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five working days of approval by this Board.

**ACTION:** Policy

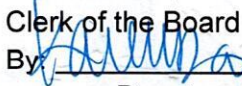
  
Frans Kemkamp, General Manager - Chief Engineer 3/23/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: April 7, 2020  
xc: Waste

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Waste Resources Enterprise Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20 & 20/21	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

**Daily Cover Excavation**

In accordance with the California Code of Regulations, Title 27, waste disposed at the Badlands Landfill 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 area and haul this material to the active disposal pad. Due to long haul distances between the designated borrow area and the active disposal pad, additional resources are required to keep pace with disposal activities. Therefore, to maintain compliance with the applicable landfill regulations without the need to significantly increase Department resources, the Department recommends retaining an earthwork contractor to excavate and haul sufficient cover material and stockpile this material closer to the active disposal pad.

The Board has awarded similar projects through the California Public Works Contract process. This approach has resulted in minimizing the wear and tear and frequent repair and maintenance of Department fleet of heavy equipment. To ensure continuity of the availability of daily cover material, the Department is proposing to advertise for a new annual contract to provide the necessary daily cover material for landfill operation.

**On-Call Site Improvements**

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

The on-call site improvements include, but are not limited to, litter fence installations, road construction, various concrete structures, rock installations, greenwaste applications, and placement of engineered fill. BMPs proposed will include the installation of asphalt concrete structures such as drainage channels, v-ditches, inlets, swales, berms, and vehicle/equipment

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

crossings. This BMP work will occur at the Badlands and Lamb Canyon landfills, as well as five (5) closed landfill sites - Menifee, Pedley, Belltown, Double Butte, and Highgrove.

Maintenance and improvements will take place on an on-call basis. It is anticipated that the contract will reduce the cost and time involved in bidding separate public works projects, especially with respect to very small projects that cannot be planned for ahead of time. It will also allow the Department to have a contractor under contract at reasonable prices when the need arises, rather than having to pay inflated prices for emergency work.

**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 To Land). The Project contemplated in this Form 11 involves approval of a contract identifying proposed excavation, hauling, and stockpiling of material at the Badlands Landfill, in addition to on-call NPDES maintenance and other improvements at both the Badlands and Lamb Canyon landfills and (5) closed landfill sites - Menifee, Pedley, Belltown, Double Butte, and Highgrove. 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 work will occur within permitted landfill disturbance areas and 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 with the County Clerk upon Project approval.

**Impact on Residents and Businesses**

This project reduces the introduction of pollutants in storm water being discharged from Riverside County Landfills to improve the environment for nearby Citizens and Businesses.

**Additional Fiscal Information**

The Project contemplated in this Form 11 merely approves contract documents identifying proposed work at Riverside County Landfills, as well as authorizes the Department to advertise said contract documents. No expenses will be incurred as a result of this action.

**Contract History and Price Reasonableness**

The Engineer's estimate for this project is \$4,500,000 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.

**ATTACHMENT A: Contract Documents**

**ATTACHMENT B: CEQA NOE 20-03**

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



Jason Farin, Senior Management Analyst

4/1/2020



Gregory H. Priamos, Director County Counsel

3/25/2020



Hans W. Kernkamp, General Manager-Chief Engineer

**NOTICE OF EXEMPTION** Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on. 4/15/2020 VB  
Date Initial

**DATE:** March 20, 2020

**TO:** County Clerk, County of Riverside

**PROJECT CASE NO/TITLE:** NOE 20-03: Approve Contract Documents for the Excavation, Hauling, and Stockpiling of Material for Daily Cover, and for On-call Site Improvements, Maintenance, and NPDES Compliance

**PROJECT LOCATION:** Active Landfills: Badlands and Lamb Canyon Landfills  
Closed Landfills: Menifee, Pedley, Belltown, Double Butte, Highgrove

**PROJECT DESCRIPTION:** The proposed Project involves the County of Riverside (County) approving contract documents for the excavation, hauling, and stockpiling of material for daily cover at Badlands Landfill, and for an on-call contract to facilitate site improvements, maintenance, and NPDES compliance at the Badlands and Lamb Canyon landfills, as well as five (5) closed landfill sites indicated in the Project Location above.

**PUBLIC AGENCY APPROVING PROJECT:** County of Riverside (County)

**PROJECT SPONSOR:** Riverside County Department of Waste Resources (RCDWR)

The Project is exempt from the provisions of CEQA, specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of categorical exemptions as detailed under State CEQA Guidelines section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments and instead will improve the environment once the Project is completed. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a direct or reasonably foreseeable indirect physical environmental impact.

- EXEMPT STATUS:**
- Ministerial
  - Declared Emergency
  - Emergency Project
  - Statutory Exemption
  - Categorical Exemption: Section 15301 & 15304
  - Other Exemption: Section 15061(b)(3)

APR 07 2020 | 2.4

**REASONS FOR EXEMPTION:**

**Section 15061(b)(3), General Rule Exemption**

The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**This project is exempt under Section 15061(b)(3) because:**

The activity involves approval of contract documents to continue the excavation, hauling, and stockpiling of material for daily cover activities at the Badlands Landfill and for on-call site improvements, maintenance, and NPDES compliance at the Badlands and Lamb Canyon landfills, as well as five closed landfill sites – Menifee, Pedley, Belltown, Double Butte, and Highgrove landfills. The Project simply involves approval of a new contract to carry out these activities on previously disturbed land. The Project will not result in a significant environmental impact and does not bring about any new or significant changes to the physical condition of the property. Therefore, this determination is an issue of fact and sufficient evidence exists in the record that the activity will not have a significant effect on the environment. As such, the exemption applies and no further evaluation under CEQA is required. See Muzzy Ranch Co. v Solano County Airport Land Use Comm'n (2007) 41 Cal.4th 372.

**Section 15301, Existing Facilities**

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

**This project is exempt under Section 15301 because:**

The Project involves approval of contract documents to continue the excavation, hauling, and stockpiling of material for daily cover Badlands Landfill and for on-call site improvements, maintenance, and NPDES compliance at the Badlands and Lamb Canyon landfills, as well as five closed landfill sites – Menifee, Pedley, Belltown, Double Butte, and Highgrove landfills. These activities will occur on previously disturbed land and do not involve the expansion of existing uses. Therefore, the Project as proposed meets the scope and intent of the Class 1 Categorical Exemption.

**Section 15304, Minor Alterations to Land**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

**This project is exempt under Section 15304 because:**

The Project does not involve the removal of healthy, mature, scenic trees but is for the approval of contract documents to continue the excavation, hauling, and stockpiling of material for daily cover at the Badlands Landfill and for on-call site improvements, maintenance, and NPDES compliance at the Badlands and Lamb Canyon landfills, as well as five closed landfill sites – Menifee, Pedley, Belltown, Double Butte, and Highgrove landfills. Therefore, the Project as proposed meets the scope and intent of the Class 4 Categorical Exemption.

**NOE 20-03**

**Contract for the Excavation, Hauling, and Stockpiling of Material for Daily Cover and for On-call Site Improvements and Maintenance**

**March 20, 2020**

**Page 3**

**FINDINGS:**

- 1) Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.
- 2) The proposed Project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), and categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities) and 15304 (Minor Alterations To Land).
- 3) It can be seen with certainty that there is no possibility that this Project would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt from the provisions of CEQA.

If there are any questions regarding the above matter, please contact the Project sponsor at (951) 486-3200.

**Hans Kernkamp, General Manager - Chief Engineer  
Riverside County Department of Waste Resources**

By: 

\_\_\_\_\_  
Kinika Hesterly

Title: Urban/Regional Planner IV

Date: March 20, 2020


DM# 254198



Hans W. Kernkamp, General Manager-Chief Engineer

DATE: April 7, 2020

TO: COUNTY OF RIVERSIDE  
OFFICE OF THE CLERK/RECORDER

FROM: Kinika Hesterly   
Urban/Regional Planner IV

RE: **Notice of Exemption (NOE) 20-03: Approve Contract Documents for the Excavation, Hauling, and Stockpiling of Material for Daily Cover at the Badlands Landfill, and for On-Call Site Improvements, Maintenance, and NPDES Compliance at Badlands and Lamb Canyon Landfills and five closed landfills: Menifee, Pedley, Belltown, Double Butte, and Highgrove**

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Please post the NOE for the above referenced project for 30 days, in accordance with the CEQA Guidelines, Section 15062(c)(2). The following accounting string should be used for the applicable fees:

Department: 4500100000

Fund: 40200

Program: 99962

Expense Account: 523220

Location/Class: 4280

Project Number: N/A

If you have any questions, I can be reached at (951) 486-3283.

Thank you.





**CONTRACT DOCUMENTS**

**FOR**

**THE CONSTRUCTION OF**

**DAILY COVER EXCAVATION AND ON-CALL**

**SITE IMPROVEMENTS**

**AT**

**RIVERSIDE COUNTY LANDFILLS**

**MARCH 2020**

FORM APPROVED COUNTY COUNSEL  
BY *KBV* 3/29/2020  
KRISTINE BELL-VALDEZ DATE

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**ADMINISTRATIVE PROVISIONS**

**FOR**

**THE CONSTRUCTION OF**

**DAILY COVER EXCAVATION AND ON-CALL**

**SITE IMPROVEMENTS**

**AT**

**RIVERSIDE COUNTY LANDFILLS**

**MARCH 2020**

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## **NOTICE INVITING BIDS TO CONTRACTORS**

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

DAILY COVER EXCAVATION AND ON-CALL SITE IMPROVEMENTS  
AT  
RIVERSIDE COUNTY LANDFILLS

On or after April 7, 2020, 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 Bid Proposal must be accompanied by a Bid Security, in the form of cash, a certified check, 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.

Bid Proposals must be placed in a sealed envelope clearly marked "Bid Proposal". Bid Proposals must be in accordance with the instructions and other Contract Documents and filed with the County by **10:30 AM on Tuesday, May 5, 2020** 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 active sites on **Tuesday, April 14, 2020, at 10:00 AM**. This **mandatory** pre-bid site review **will start at the Badlands landfill at 10:00 am, and then will proceed to the Lamb Canyon landfill.** The Badlands Sanitary Landfill site address is 31125 Ironwood Avenue, Moreno Valley, CA 92555. The Lamb Canyon Sanitary Landfill site address is 16411 Lamb Canyon Road, Beaumont, CA 92223. All questions and requests for clarification or interpretation of the Contract Documents must be submitted in writing by **5:00 PM on Friday, April 28, 2020** to Andy Cortez via e-mail to "acortez@rivco.org" or fax no. (951)486-3250.

ADMINISTRATIVE PROVISIONS

Pursuant to Labor Code Section 1771.1, any Contractor bidding and subcontractors to be listed on a Bid Proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered with the Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a public works project or enter into a Contract without proof of current registration to perform public works.

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. **THIS PROJECT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS.** The awarded prime Contractor shall post job site notices, including a copy of the prevailing rate of per diem wages determinations made by the Director for the Department of Industrial Relations and other notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1773.2, 1774, 1775, 1776, and 1777.5.

Contractor shall furnish the records specified in Labor Code Section 1776, including but limited to the certified payroll records, directly to the Labor Commissioner for the Department of Industrial Relations.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Contractors submitting Bid Proposals for this project shall have an active and in good standing **Class A** Contractors license from the State of California in order to be considered eligible for the Contract award. The license(s) shall remain active and in good standing throughout the entire duration of the project.

**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 200,000 cubic-yards in comparable topographic features as exist at the project sites (that is, with canyons and valleys, and not just flat terrain).
2. Within the last five years the Contractor and/or subcontractor shall have successfully completed an earthwork construction project(s) with at least 10,000 cubic-yards of engineered fill including soil material processing, placement, compaction, and grading per plan.
3. Within the last five years, the Contractor and/or subcontractor shall have successfully completed a construction project(s) with at least 600 cubic yards of reinforced concrete/shotcrete structures.
4. Within the last five years, the Contractor and/or subcontractor shall have successfully completed a construction project(s) with installation of at least 1,000 tons of asphalt concrete structures.
5. Within the last five year, the Contractor and/or subcontract shall have successfully completed a construction project with at least 10,000 tons of aggregate base material (CMB, class-II base, rock material) or a combination there of including placement, compaction and grading.

Bidder shall provide all the reference information requested on the Project Reference Form for the Bidder and for any and all subcontractor(s) listed to perform any work that requires the above qualifications.

**SUBMITTAL REQUIREMENTS:**

With the submittal of the Bid Proposal, the Contractor and/or subcontractor shall submit for approval by the County documented evidence of satisfaction of all of the Bidder Qualifications listed above, including the name and experience of the superintendent and lead personnel that will be responsible for each category of Work listed under the preceding paragraph "Bidder Qualifications". As part of this submittal, Project Reference Forms shall be completed indicating at a minimum, the name, address, and phone number of the project owner and owner's representative, the location of the project, the amount of material installed, and completion date.

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

RIVERSIDE COUNTY  
DEPARTMENT OF WASTE RESOURCES

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

ADMINISTRATIVE PROVISIONS

# **INSTRUCTIONS TO BIDDERS**

## **ARTICLE 1 - GENERAL CONDITIONS**

### **1.1 DEFINITIONS**

Capitalized terms used on the Contract Documents shall have the meanings assigned to them in the Construction Agreement, Bonds, other Forms, General Provisions, and Technical Specifications that are included in the Contract Documents. Capitalized terms not so defined shall have the meanings assigned to them in, or if none is assigned as reasonably interpreted according to the context of, the portion of the Contract Documents where such terms are used.

### **1.2 QUANTITIES**

The amount of work to be done or materials to be furnished by the Contractor as stated in the Bid 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.

### **1.3 AGREEMENT OF FIGURES**

If the unit prices and the total amounts named by the Bidder in the Bid Proposal do not agree, the unit prices alone will be considered as representing the Bidder's intention.

### **1.4 "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.

### **1.5 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 Bid 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.

## **1.6 QUALIFICATIONS OF BIDDERS**

No Bid 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 by Contractor with the Bid Proposal. 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. If a Bidder is a corporation, limited partnership or limited liability company, such entity shall be 1) duly incorporated, formed, or organized; 2) authorized to transact and do business in the State of California; and 3) is current, active and in good standing under the laws of the State of California.

## **1.7 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. 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.

## **1.8 BALANCE BID**

The Contractor is cautioned against unbalancing of its Bid by including its overhead and profit 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.

## **1.9 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.

#### **1.10 REQUIRED SUBMITTALS**

There are a number of forms and other documents required as submittals by the Bidder during the various stages of the project. The following table provides a checklist of submittals required by the Bidder as requested in the Administrative and General Provisions. Bidders shall be made aware that the documents listed in the following table do not guarantee a complete submittal package.

	<b>BID DOCUMENT</b>	<b>SUBMITTAL TIMEFRAME</b>	<b>CONTRACT DOCUMENT REFERENCE</b>
<input type="checkbox"/>	Contractor's Proposal	with Bid Proposal	Administrative Provisions
<input type="checkbox"/>	List of Subcontractors	with Bid Proposal	Administrative Provisions: Instructions to Bidders, Article 2, Section 2.8
<input type="checkbox"/>	Statement of Licensure	with Bid Proposal	Administrative Provisions: Instructions to Bidders, Article 1, Section 1.6
<input type="checkbox"/>	Non-Collusion Declaration	with Bid Proposal	Administrative Provisions, under Section "Bid Proposal"
<input type="checkbox"/>	Iran Contracting Act Certification	with Bid Proposal	Administrative Provisions, under Section "Bid Proposal"
<input type="checkbox"/>	Bid Bond (10% of Contract Price)	with Bid Proposal	Administrative Provisions: Instructions to Bidders, Article 2, Section 2.7
<input type="checkbox"/>	Project Reference List (Minimum of 5 References) Must provide all the information described on the Project Reference Form.	with Bid Proposal	Administrative Provisions: Notice Inviting Bids to Contractors, Submittal Requirements
<input type="checkbox"/>	Construction Agreement	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions
<input type="checkbox"/>	Performance Bond (100% of Contract Price)	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions: Instructions to Bidders, Article 4, Section 4.2
<input type="checkbox"/>	Payment Bond (100% of Contract Price)	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions: Instructions to Bidders, Article 4, Section 4.2
<input type="checkbox"/>	Workers' Compensation Contractor Certificate	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions, under Section "Construction Agreement, Bonds, and Other Forms"
<input type="checkbox"/>	Declaration of Sufficiency of Funds	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions, under Section "Construction Agreement, Bonds, and Other Forms"
<input type="checkbox"/>	Certificates of Insurance	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions: Article 4, Section 4.1.1
<input type="checkbox"/>	Construction Schedule	within <b>14 days</b> of Notice of Intent to Award	Administrative Provisions: Article 4, Section 4.1.2
<input type="checkbox"/>	Schedule of Values	within <b>14 days</b> of Notice of Intent to Award	Administrative Provisions: Article 4, Section 4.1.2
<input type="checkbox"/>	Affirmative Action Compliance Program (for Contractors with 50+ Employees)	within <b>30 days</b> of Award of Contract	General Provisions: Section 5, Subsection 5.1.1

ADMINISTRATIVE PROVISIONS

## **ARTICLE 2 - BIDDING PROCEDURES**

### **2.1 PUBLIC OPENING OF BID PROPOSALS**

Bid Proposals will be opened and read publicly at the time and place indicated in the Notice Inviting Bids to Contractors. Bidders or their authorized agents are invited to be present.

### **2.2 BID PROPOSAL FORMS**

Attention of all Bidders is called to all Bid Proposal forms attached hereto and Bidders are cautioned that all Bid Proposals submitted must be accompanied by the proper declaration, properly executed and proof of acknowledgement. Bid Proposals must be made on the forms furnished by the County.

### **2.3 SUBMISSION OF BID PROPOSALS**

All copies of the Contractor's Proposal, Bid Security, and other Bid Proposal Submittals shall be enclosed by the Bidder in a sealed opaque envelope. Said envelope, as well as any other, outer envelope or packaging in which said envelope may have been placed by Bidder or the carrier for delivery, shall be addressed and delivered as provided in the Notice Inviting Bids to Contractors.

### **2.4 TIMELY RECEIPT**

The Bidder assumes full and sole responsibility for timely receipt of its Bid Proposal, including its Bid Security and all other Bid Submittals, at the location designated in the Notice Inviting Bids to Contractors.

### **2.5 DELIVERY METHOD**

Submittal of Bid Proposals shall be by hand delivery or mail, only. Oral, telephonic, telegraphic, facsimile or other electronic transmission is not permitted.

### **2.6 INVALID BID PROPOSALS**

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

### **2.7 BID SECURITY: BIDDER'S CASH, CHECK OR BOND**

Each Bid Proposal must be accompanied by a Bid Security, in the form of cash, certified check, 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 Bid Security shall be given as a guarantee that the Bidder, if identified on the Notice of Intent to Award, will execute and deliver the Agreement, the required Payment and Performance Bonds, and the required

certificates of insurance in accordance with the Bid Proposal accepted by the County. In default of execution of the Agreement and/or delivery of said Payment and Performance Bonds and certificates of insurance, such Bid Security, the cash, 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 Bid Security, the cash, check or bond, shall, in addition, be held subject to all other actual damages suffered by the County. The Bid Security 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.

## **2.8 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 Bid 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.

## **2.9 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 Proposal) 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.

## **2.10 ADDENDA**

Interpretations, corrections, clarifications and changes to the Contract Documents will be made by Addenda. County reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Addenda will be transmitted by County to all prospective Bidders who (1) attended and signed in at the Mandatory Pre-Bid Site Review meeting (if any) or (2) have submitted a written request to County for notice of Addenda at [name and location where to be posted], including in such request the Bidder's name and address for mailing. 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. Failure of the Bidder to receive any Addendum shall not relieve the Bidder from any of its obligations under its Contractor's Proposal. The costs of performance by Bidder of all items of

Work and other obligations contained in all Addenda issued by the County shall be deemed included in the amount of the Contractor's Proposal. The Bidder shall identify and list in its Contractor's Proposal all Addenda received and included by the County as a basis for determining its Bid Proposal non-responsive.

#### **2.11 POSTPONEMENT**

The County reserves the right to postpone the time and date for the public opening of bids as specified in the Notice Inviting Bids to Contractors by issuance of an Addendum to the Contract Documents at any time prior to the specified time and date for public opening of bids.

#### **2.12 REJECTION OF BID PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES**

Bid Proposals may be rejected if they show any alterations of form, additions not called for, conditional Bid Proposals, incomplete Bid Proposals, erasures, or irregularities of any kind. Erasures or interlineations in the Bid Proposal must be explained or noted over the signature of the Bidder. The County may determine as unresponsive any Bid Proposal in which any statement or representation made or incorporated by reference in the Contractor's Proposal, including any Bid submittal comprising the Bid Proposal, is false, incorrect or materially incomplete and misleading.

#### **2.13 DISQUALIFICATION OF BIDDERS**

More than one Bid 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 Bid Proposal for the Work contemplated will cause the rejection of all Bid 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. Bid Proposals in which the prices appear to be unbalanced may be rejected.

#### **2.14 WITHDRAWAL OF BID PROPOSALS**

Any Bid Proposal may be withdrawn at any time prior to the hour fixed in the Notice Inviting Bids to Contractors for the opening of Bid Proposals, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such Bid Proposal, is filed with the County. The withdrawal of a Bid Proposal shall not prejudice the right of a Bidder to file a new Bid Proposal.

## ARTICLE 3 - CONSIDERATION OF BIDS

### 3.1 BASIS OF AWARD

The award of the Contract, if it be awarded, will be to the lowest responsible and qualified Bidder based upon all Bid items.

### 3.2 NOTICE OF INTENT TO AWARD

Within five (5) to thirty (30) days following public opening and reading of Bids, the County will issue a Notice of Intent to Award identifying the name of the Bidder to whom the County intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid Proposal. The County may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.

### 3.3 BID PROTESTS

Any Bidder submitting a Bid Proposal to the County may file a protest of the County's proposed Award of the Construction Contract provided that each and all of the following are complied with:

1. The bid protest is in writing.
2. The bid protest is both: (1) filed with and received by Hans W. Kernkamp, General Manager – Chief Engineer at the following address, 14310 Frederick Street, Moreno Valley, CA 92553, not more than five (5) business days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as aforesaid shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.
3. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
4. Provided that a bid protest is filed in conformity with the foregoing, the General Manager – Chief Engineer, or such individual(s) as may be designated by the General Manager – Chief Engineer in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the General Manager -Chief Engineer or his/her designee shall be final, unless overturned by the Board of Supervisors.

### **3.4 AWARD OF CONTRACT**

The County reserves the right to reject any and all Bid Proposals or to waive irregularities. 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.

### **3.5 RETURN OF BID SECURITY**

Upon an award of the Contract, the County will return the Bid Security accompanying those Bid Proposals that are not considered in making the award within a reasonable period of time, but not to exceed beyond 60 days from the time the award of the Contract is made by the County. All other Bid Securities will be held until the Contract has been fully executed and the required bonds and certificates of insurance have been provided by the successful Bidder, after which such Bid Securities will be returned to the respective Bidders whose Bid Proposal they accompany.



## ARTICLE 4 - POST NOTICE OF INTENT TO AWARD

### 4.1 POST-NOTICE OF INTENT TO AWARD SUBMITTALS

Within the time periods set forth below, the successful Bidder identified in the Notice of Intent to Award as the successful Bidder shall submit the following additional Post-Notice of Intent to Award submittals, completed and signed in the manner required by the Contract Documents, to the County at 14310 Frederick Street, Moreno Valley, CA 92553:

4.1.1 Within **five (5) days** after issuance by County to Bidder of the Notice of Intent to Award and prior to contract award, such Bidder shall submit to the County the following:

- (1) Construction Agreement duly executed by the authorized delegate of the contractor;
- (2) Performance Bond and Payment Bond (issued by Surety), as set forth in Section 4.2 below;
- (3) Evidence of Insurance, as specified by the Contract Documents;
- (4) Workers' Compensation Certificate, in the form specified by the Contract Documents; and
- (5) Declaration of Sufficiency of Funds (required only if the Bidder has not entered into a collective bargaining agreement covering the workers to be employed for performance of the Work), in the form specified by the Contract Documents.

4.1.2 Within **fourteen (14) days** after issuance by County to Bidder of the Notice of Intent to Award and prior to commencement of the Work, such Bidder shall submit to the County the following:

- (1) Construction Schedule, prepared by Bidder in the manner required by the Technical Specifications; and
- (2) Schedule of Values, prepared by Bidder in the manner required by the Technical Specifications.

### 4.2 CONTRACT SECURITY - PERFORMANCE AND PAYMENT 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. Both the Performance Bond and Payment Bond shall be issued by an admitted surety. The

surety on the Performance Bond shall have an A.M. Best's Insurance Rating of A:VIII (A:8) or better. All bonds must be submitted on forms provided by the County. Notary acknowledgements of the signatures of the Contractor and Surety(ies) is required. The attorney-in-fact who executes the required Performance Bond and Payment Bond on behalf of the Surety shall affix thereto a certified and current copy of the power of attorney authorizing such attorney-in-fact to execute same on behalf of such Surety. 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.

#### **4.3 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.

# **BID PROPOSAL**

**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 Bid 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 co-partnership, 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 Bid 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 Bid Proposal in accordance therewith.
- (e) That, if this Bid 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.

As Bid Security, accompanying this Bid Proposal is cash, a certified check, cashier's check or Bid Bond payable to the order of the County of Riverside in the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).  
[Write Out in Words Total Amount of Bid Security] [Numerical Value in Figures]

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

Contractor bids as follows for Daily Cover Excavation and On-Call Site Improvements at the Riverside County Landfills in California:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Badlands Excavation, Hauling, and Stockpiling Daily Cover Material including Overhead and Administration Costs	C.Y.	200,000		
<b>OPTIONAL ON-CALL ITEMS</b>					
2	Refuse Excavation and Haul to Active Face	C.Y.	600		
3	Engineered Fill	C.Y.	20,000		
4	Construct 2' Tall Earthen Berms With Engineered Fill	L.F.	1,750		
5	Furnish and Install Fiber Rolls	L.F.	3,250		
6	Furnish and Install S-Fence	L.F.	2,500		
7	Asphalt Concrete Structures (Badlands & Lamb Canyon Landfills)	Tons	1,000		
8	Reinforced Shotcrete Structures	C.Y.	100		
9	Reinforced Concrete Structures	C.Y.	670		
10A	Construct 4" Thick Asphalt Road (4" Asphalt over 6" Class II Base)	S.F.	69,000		
10B	Construct 4" Thick Asphalt Road (6" Asphalt over 12" Class II Base)	S.F.	31,000		
11	Furnish and Install CMB	Tons	4,500		
12	Furnish and Install 2"-4" Rock	Tons	5,500		
13	Furnish and Install 3"-6" Rock	Tons	500		
14	Greenwaste Slopes and Benches	S.F.	700,000		
15A	Furnish and Install 25' Tall Litter Fence	L.F.	850		
15B	Relocate 25' Tall Litter Fence	L.F.	250		

16A	Remove and Replace Thermoplastic Striping at Badlands Landfill	L.S.	1		
16B	Remove and Replace Thermoplastic Striping at Lamb Canyon Landfill	L.S.	1		
17	Excavation of Sedimentation Basins	C.Y.	8,000		
18	Furnish and Install 18-Inch HDPE Pipe Slope Downdrain	L.F.	300		
19	Asphalt Concrete Structures (Five Closed Sites)	Tons	252		
20	Authorized Time and Material	L.S.	1	\$1,000,000	\$1,000,000

For the Total Bid Proposal of: **TOTAL COST (State in Figures)** \$ \_\_\_\_\_

(Write out Total Bid Amount in Words)

Note: Total Bid Proposal shall include total cost for all Bid Items, including Optional On-Call Items.

Contractor Acknowledges Receipt of Addenda No(s): \_\_\_\_\_

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

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

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

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

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

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

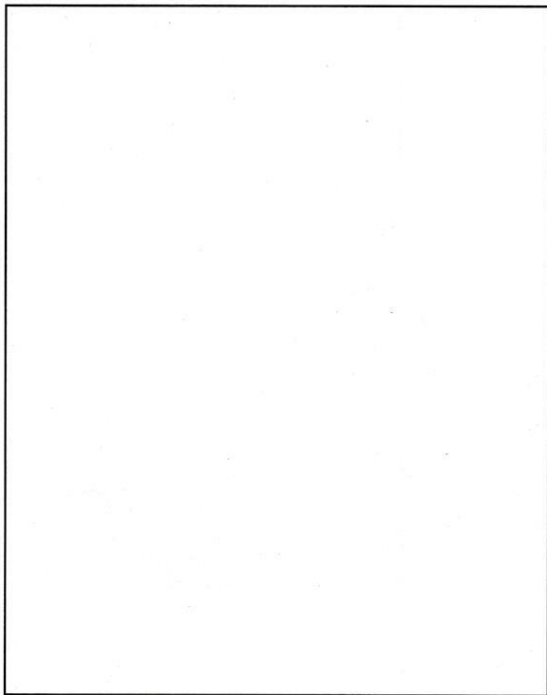
Name: \_\_\_\_\_

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

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

If Bidder is a corporation, corporate seal and attestation shall be provided.

Space for Corporate Seal and Attestation:



## 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 by indicating the Item No. 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: \_\_\_\_\_

**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: \_\_\_\_\_

**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: \_\_\_\_\_

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

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

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

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

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

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

## PROJECT REFERENCE FORM

<b>Project Reference No.</b> _____	
Project Name:	
Project Location:	
Scheduled Completion Date:	
Actual Completion Date:	
Project Cost:	
Project Owner:	
Owner's Mailing Address:	
Name of Owner's Representative:	
Representative's Email Address:	
Representative's Telephone Number:	
Name of Contractor's Superintendent/Lead:	
Brief Description of Work Performed (describe how the scope of work met the experience criteria):	

Bidder shall provide all the project reference information requested on the Project Reference Form for the Bidder and for any and all subcontractor(s) listed to perform any work that requires the qualifications described for this project in the Bidders Qualifications Section on page III of the Notice Inviting Bids to Contractors.

**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: \_\_\_\_\_

**NON-COLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company),  
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signature of Declarant: \_\_\_\_\_

Printed/Typed Name of Declarant: \_\_\_\_\_

Name of Bidder: (Company): \_\_\_\_\_

Note: Notarization of signature is required  
 Check here if attachment is included

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## IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a Bid Proposal or executing a Contract or renewal for a County of Riverside Contract for goods or services of \$1,000,000 or more, a CONTRACTOR must either:

a) Certification:

Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 calendar days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS;

OR

b) Exemption:

Demonstrate it has been exempted from the certification requirement for that solicitation or Contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the Contract for which the false certification was made; Contract termination; and three-year ineligibility to bid on Contracts. (Public Contract Code section 2205.)

### Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 calendar days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

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**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a Bid Proposal for, or enters into or renews, a Contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**BID BOND**  
**(Public Work – Public Contract Code Section 20129(a))**

Recitals:

1. \_\_\_\_\_ (Contractor) has submitted its Contractor's Proposal to the County of Riverside, by and for the Department of Waste Resources, for the construction of the public work known as Daily Cover Excavation and On-Call Site Improvements at the Riverside County Landfills, March 2020, in accordance with a Notice Inviting Bids to Contractors dated \_\_\_\_\_.

2. \_\_\_\_\_ a \_\_\_\_\_ corporation, hereafter called Surety, is the surety, an Admitted surety insurer pursuant to Code of Civil Procedure Section 995.120, on this Bond. The Contractor is obligated as a condition of submittal of a Bid Proposal shall submit a Bid Security pursuant to Public Contract Code §20129 in the amount of ten percent (10%) of the Bid amount, which security may be in the form of a Bid Bond issued by an Admitted surety insurer pursuant to Code of Civil Procedure Section 995.120.

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 Bid Proposal or, in the alternate, (2) if said Bid Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds and certificates of insurance as agreed to in its Bid 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 Bid 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 Bid 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).

A power of attorney for the attorney-in-fact of the Surety must be attached.

ADMINISTRATIVE PROVISIONS

**CONSTRUCTION AGREEMENT, BONDS,  
AND OTHER FORMS**



## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of \_\_\_\_\_ and is by and between the COUNTY OF RIVERSIDE, on behalf of its Department of Waste Resources, a political subdivision of the State of California, (County) and \_\_\_\_\_, (Contractor).

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

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, supervision, services, transportation, materials and other required items necessary to perform the Work for the project, Daily Cover Excavation and On-Call Site Improvements at the Riverside County Landfills, and Contractor shall do all things necessary to accomplish and complete the Work described in and 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 Inviting Bids to Contractors;
  - (b) Instructions to Bidders;
  - (c) Contractor's Proposal, including List of Subcontractors, Statement of Licensure, Non-Collusion Declaration, Iran Contracting Act Certification;
  - (d) Bid Bond;
  - (e) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, and Evidence of Insurance;
  - (f) Performance Bond;
  - (g) Payment Bond;
  - (h) General Provisions;
  - (i) Technical Provisions for Daily Cover Excavation and On-Call Site Improvements at the Riverside County Landfills;
  - (j) Appendix A – Fugitive Dust Control Requirements;
  - (k) Appendix B – Landfill Site Rules;
  - (l) Appendix C – Title V Permit Rule 1150 Refuse Excavation Permit Conditions;
  - (m) Appendix D – Project Drawings for Daily Cover Excavation and On-Call Site Improvements;
  - (n) Standard Specifications for Public Works Construction, Latest Edition, with Amendments;
  - (o) Any other documents included in or incorporated into the Contract Documents;
  - (p) Addenda Nos. \_\_\_\_\_;
  - (q) 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.

ADMINISTRATIVE PROVISIONS

3. Contract Time for Completion – The Work shall be commenced on a date to be specified in a written “Notice To Proceed” to be issued by the County and shall be completed within the duration specified in the Technical Specifications. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.
  
4. Contract Price –
  - (a) Compensation to be paid to Contractor – The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Agreement, the sum of:  
  
\_\_\_\_\_  
(\$ \_\_\_\_\_), subject to additions and deductions as provided in this Agreement.
  - (b) 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

Date: \_\_\_\_\_

COUNTY OF RIVERSIDE

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

Date: \_\_\_\_\_

ATTEST:

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

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

Date: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
CONTRACTOR

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

Date: \_\_\_\_\_

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

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

(If corporation, attach corporate seal)

ADMINISTRATIVE PROVISIONS

**EXHIBIT A**

(Construction Agreement for the Riverside County Department of Waste Resources, Daily Cover Excavation and On-Call Site Improvements at the Riverside County 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 Excavation, Hauling, and Stockpiling Daily Cover Material including Overhead and Administration Costs	C.Y.	200,000		
OPTIONAL ON-CALL ITEMS					
2	Refuse Excavation and Haul to Active Face	C.Y.	600		
3	Engineered Fill	C.Y.	20,000		
4	Construct 2' Tall Earthen Berms With Engineered Fill	L.F.	1,750		
5	Furnish and Install Fiber Rolls	L.F.	3,250		
6	Furnish and Install S-Fence	L.F.	2,500		
7	Asphalt Concrete Structures (Badlands & Lamb Canyon Landfills)	Tons	1,000		
8	Reinforced Shotcrete Structures	C.Y.	100		
9	Reinforced Concrete Structures	C.Y.	670		
10A	Construct 4" Thick Asphalt Road (4" Asphalt over 6" Class II Base)	S.F.	69,000		
10B	Construct 4" Thick Asphalt Road (6" Asphalt over 12" Class II Base)	S.F.	31,000		
11	Furnish and Install CMB	Tons	4,500		
12	Furnish and Install 2"-4" Rock	Tons	5,000		
13	Furnish and Install 3"-6" Rock	Tons	500		

ADMINISTRATIVE PROVISIONS

14	Greenwaste Slopes and Benches	S.F.	700,000		
15A	Furnish and Install 25' Tall Litter Fence	L.F.	850		
15B	Relocate 25' Tall Litter Fence	L.F.	250		
16A	Remove and Replace Thermoplastic Striping at Badlands Landfill	L.S.	1		
16B	Remove and Replace Thermoplastic Striping at Lamb Canyon Landfill	L.S.	1		
17	Excavation of Sedimentation Basins	C.Y.	8,000		
18	Furnish and Install 18-Inch HDPE Pipe Slope Downdrain	L.F.	300		
19	Asphalt Concrete Structures (Five Closed Sites)	Tons	252		
20	Authorized Time and Material	L.S.	1	\$1,000,000	\$1,000,000

For the Total Bid Proposal of:

**TOTAL COST (State in Figures) \$ \_\_\_\_\_**

\_\_\_\_\_  
(Write out Total Bid Amount in Words)

ADMINISTRATIVE PROVISIONS

**PERFORMANCE BOND**

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors (“Board”) for the County of Riverside, (“County”) and \_\_\_\_\_, (“Contractor”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Construction of Daily Cover Excavation and On-Call Site Improvements at Riverside County Landfills, March 2020**

(“Contract”) which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

AND, WHEREAS, said Contractor, as Principal on this Bond, is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Contractor and \_\_\_\_\_ (“Surety”), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, to:

1. Perform all the work required to complete the Project; and
2. Pay to the County all damages the County incurs as a result of the Contractor’s failure to perform all the Work required to complete the Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Contractor to pay liquidated damages), all obligations during the period of any warranties and guarantees of materials and workmanship

ADMINISTRATIVE PROVISIONS

required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Contractor's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Contractor under the Contract (including without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Contractor by County under the Contract and any modifications thereto, less the amount previously paid by County to the Contractor and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Contractor in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

ADMINISTRATIVE PROVISIONS

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Signature provisions on following page:



**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Contractor)**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Original Signature)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Signature – Attached Notary’s Acknowledgment)**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
**(Title-Attach Power of Attorney)**

**Note:** Notary acknowledgment of signatures of Bidder and Surety, and Surety’s Power of Attorney, must be included or attached

**PAYMENT BOND**

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors ("Board") for the County of Riverside, ("County") and \_\_\_\_\_, ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Construction of Daily Cover Excavation and On-Call Site Improvements at Riverside County Landfills, March 2020**

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, said Contractor is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550 et seq.) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Contractor and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

ADMINISTRATIVE PROVISIONS

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Contractor

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Signature provisions on following page:

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Contractor)**

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Original Signature)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Signature – Attached Notary’s Acknowledgment)**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
**(Title-Attach Power of Attorney)**

**Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety’s Power of Attorney, must be included or attached**

**WORKERS' COMPENSATION CONTRACTOR CERTIFICATE**  
(Labor Code Sections 1860, 1861 & 3700)

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor shall secure compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) I For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

Labor Code Section 1861 requires each Contractor to whom a public works Contract is awarded shall sign and file with the County the following certification prior to performing the Work of the public works construction Contract:

I am aware of the provisions of Section 3700 of the Labor Code which require 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.

By signing this certification, the Contractor understands the requirements of and agrees to comply with the aforementioned requirements.

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

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

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

**DECLARATION OF SUFFICIENCY OF FUNDS  
(California Labor Code Section 2810)**

I, the undersigned, an authorized representative of \_\_\_\_\_ (“Bidder”) with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder’s employer identification number for state tax purposes is:  
\_\_\_\_\_.

2. The Bidder’s workers’ compensation insurance policy number is:  
\_\_\_\_\_.

and the name, address, and telephone number of the insurance carrier providing said insurance is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder’s Bid [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID #</i>	<i>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder’s Bid [If no such housing will be provided, enter “none”]:

\_\_\_\_\_  
\_\_\_\_\_.

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>

6. Check only one of the following boxes, as applicable:

- The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.
- The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent Contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal Contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<i>List of Independent Contractors</i>	<i>Current Local, State and Federal Contractor License Identification Number</i>

8. Check only one of the following boxes, as applicable:

- The statement of number of independent Contractors declared in Paragraph 7, above, is a statement of the actual number of independent Contractors that will be utilized.
  
- The actual number of independent Contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent Contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent Contractors that will be utilized, and if and when the actual number of independent Contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Type Name of Signer:

\_\_\_\_\_  
Type Name of Bidder:

ADMINISTRATIVE PROVISIONS





**GENERAL PROVISIONS**

**FOR**

**THE CONSTRUCTION OF**

**DAILY COVER EXCAVATION AND ON-CALL**

**SITE IMPROVEMENTS**

**AT**

**RIVERSIDE COUNTY LANDFILLS**

**MARCH 2020**

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## 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) **CONTRACT DOCUMENTS.** The Contract Documents shall mean to contain and include all the documents listed in the Construction Agreement entered into between the County and the Contractor.
- d) **DEPARTMENT, COUNTY, OR OWNER:** The County of Riverside, by and for the Department Of Waste Resources.
- e) **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.
- f) **LABORATORY:** The laboratories authorized by the County to test materials and work involved in the contract.
- g) **BIDDER:** Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- h) **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.
- i) **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.
- j) **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.
- k) **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.
- l) **CONTRACT:** The written Agreement covering the work.
- m) **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.

- n) 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.
- o) RIGHT OF WAY: The whole right of way which is reserved for and secured for use in constructing the improvement.
- p) 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.

## **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.

## SECTION 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 to 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.

## **SECTION 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. DIGGING TRENCHES OR OTHER EXCAVATIONS**

Any Work that involves digging trenches or other excavations extending deeper than four feet below the surface, then the following terms shall apply:

4.4.1 Contractor shall promptly, and before the following conditions are disturbed, notify the County, in writing, of any:

4.4.1.1 Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

4.4.1.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

4.4.1.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

4.4.2 The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

4.4.3 In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.4.4 Contractor shall submit to County, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or

trenches. Prior to any excavation is commenced, County shall accept said plan. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

4.4.5 Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

4.4.6 Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.

#### **4.5. 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.

#### **4.6. 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.

#### **4.7. 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.

## SECTION 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 and at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

#### 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 Technical 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.

## SECTION 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 Technical 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 Technical 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 Technical 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 Technical Provisions. Liquidated damages shall apply as stated in the Technical 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 Technical 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 Technical Provisions.

Contractor acknowledges that failure to perform in strict accordance with the Contract Documents and within the time limits specified in the Technical 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 Technical 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 that are unreasonable under the circumstances involved and not within the contemplation of the parties, 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 herein this Section 6.7 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.



## **SECTION 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 Technical 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 Technical 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 Technical 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 Technical 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 Technical 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 Technical 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 Technical 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 – CLAIMS UP TO \$375,000**

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.

##### **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 against the claimant. If additional information is needed thereafter, it shall be requested and 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 requested and 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 County's response or within fifteen (15) days of the County's failure to respond within the time prescribed, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, the County shall schedule a meet and confer conference within 30 days for settlement of the dispute.

#### 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. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied as a result of the meet and confer process, including any time utilized for the meet and confer conference.

#### 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.

### **7.9. CLAIMS RESOLUTION – ALL CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)**

This section is intended to help resolve disputes between the parties related to this project. Such disputes shall be brought to the attention of the County at the earliest possible time, so that such disputes may be promptly resolved, if possible, or other appropriate action or investigation may be promptly undertaken. Claims must be filed on or before the date of final payment as required in Public Contract Code Section 20104.2. Public works claims which arise between the Contractor and the County shall be resolved using the following procedure:

#### 7.9.1. Claim

A "claim" means a separate demand by the Contractor sent by registered mail or certified mail return receipt requested for one or more of the following: (a) a time extension including, without limitation, for relief from damages or penalties for delay assessed by the County; (b) payment by the County of money or damages arising from work done by or on behalf of the Contractor and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; (c) payment of an amount that is

disputed by the County. The Contractor shall furnish reasonable documentation to support the claim.

#### 7.9.2. Form and Contents of Claim(s)

The Contractor shall furnish reasonable documentation to support the Claim, which shall be sent by registered mail or certified mail with return receipt requested to the Department at the address provided herein this Section 7.10. The Contractor's written Claim must include, but not limited to, the following:

- 1) A statement to identify that it is a Claim under this Section 7.10, on a company letterhead, and a request for a decision on the Claim;
- 2) A detailed description or narrative of pertinent events, act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- 3) Citation to contract provisions;
- 4) Theory of entitlement that provides a detailed justification for any remedy or relief sought by the Claim. This includes, but not limited to: a detailed cost breakdown, invoices, material tickets, staff logged time, summary of quantities, other cost records and total cost calculations;
- 5) Complete pricing of all cost impacts;
- 6) A time impact analysis of all time delays that shows actual time impact on the critical path; and
- 7) Documentation, Department letters, notifications, related drawings and photos supporting items (1) through (6).

The Claim must be verified under penalty of perjury by Contractor's project superintendent as to the Claim's accuracy, and shall be priced like a Change Order, and must be updated at regular intervals as to cost and entitlement if a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

Claims and support documentation related must be sent to:

Hans W. Kernkamp, General Manager – Chief Engineer  
14310 Frederick St., Moreno Valley, CA 92553

#### 7.9.3. Claims Procedure

- 1) Upon receipt of a Claim and the supporting documentation, the Department shall conduct a reasonable review of the Claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the Department and Contractor, provide the Contractor with a written statement identifying what portion of the Claim is still disputed and what portion is undisputed.

- 2) Notwithstanding the time period set forth in C. 1) above, if the Department needs approval from the Board of Supervisors to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board of Supervisors does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of the Claim, the Department shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.
- 3) Any payment due on the undisputed portion of the Claim under this section shall be processed and made within sixty (60) days after the Department issues its written statement. Amounts not paid in a timely manner as required by this Section 7.10 shall bear interest at 7 percent per annum. If the Department fails to issue a written statement, the Claim shall be deemed rejected in its entirety. Failure by the Department to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the Department's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- 4) If the Contractor disputes the Department's written response, or if the Department fails to respond within the time prescribed, the Contractor may demand in writing, sent by registered mail or certified mail return receipt requested, an informal meet and confer conference for settlement of the portion of the Claim in dispute. Upon receipt of the demand, the Department shall schedule a meet and confer conference within thirty (30) days.
- 5) Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, the Department shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within sixty (60) days after the Department issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Department and Contractor sharing the associated costs equally. The Department and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

- 6) For purposes of this section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute with resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section. Unless otherwise agreed to by the Department and the Contractor in writing, the mediation conducted pursuant to this Section 7.10 shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.
- 7) If mediation is unsuccessful to resolve all issues, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside of this section and the requirements of Public Contract Code § 9204. The Claim resolution procedures in this Section do not preclude the Department from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.
- 8) Following the procedures set forth in this Section 7.10, including the mediation, if the Claim or any portion of it remains in dispute, the Contractor may file a Claim as provided in Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 9) If the Government Code claim is denied, Contractor may file an action in court. If a civil action is filed to resolve any claim, such action shall be subject to the provisions of Public Contract Code Sections 9204 or 20104.4 and shall be followed, providing for non-binding mediation and judicial arbitration. This Section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

#### 7.9.4. Subcontractor Claim(s)

If a subcontractor or a lower tier subcontractor has a Claim, the Contractor may present to the Department a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the Department shall furnish reasonable documentation as set forth in Section 7.10 to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the Department, and if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so

#### 7.9.5. Venue

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.

7.9.6. Consistency with Public Contract Code Sections 9204 and 20104

If any Claim(s) arising under this Contract is subject to the provisions of Public Contract Code Sections 9204 or 20104 et seq. (Div. 2, Part 3, Chapter 1, Article 1.5), and if provisions of those statutory sections require a procedure or procedural element different from that established in this Contract, then the provisions of those statutory sections shall apply in place of the conflicting procedure or procedural element established herein.

## **SECTION 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.

#### 8.3.2. Commercial General Liability:

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

#### 8.3.3. Vehicle Liability:

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

#### 8.3.4. Environmental Impairment Insurance:

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

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

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

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

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

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

The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.



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

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

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

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

The locations of all pipelines, power lines, communication lines and other utility components known to County to exist within the limits of the work, are indicated on the drawings and may be the subject of a specific section in the Technical 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.

## SECTION 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.