

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



ITEM: 12.1  
(ID # 12703)

**MEETING DATE:**

Tuesday, June 16, 2020

**FROM:** DEPARTMENT OF WASTE RESOURCES:

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approval of Contract Documents and Advertise for Bids for Closure Construction at the Mecca II Sanitary Landfill, District 4. [\$0 – Department of Waste Resources Enterprise Funds] (CEQA – Nothing Further Required)

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

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA), whereas on March 20, 2018, the Board of Supervisors adopted Resolution No. 2018-043 approving the Mecca II Landfill Closure and Post-Closure Maintenance Project (Project) and adopting the Mitigated Negative Declaration (MND) and Mitigation Monitoring Program (MMP) for the Project, based on findings incorporated in Environmental Assessment (EA) No. 2017-02, concluding that with mitigation, the Project does not cause significant environmental impacts;
2. Approve the Contract Documents, including the plans and specifications, for Closure Construction at the Mecca II Sanitary Landfill Project; and
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 Frederick Street, Moreno Valley, up to the hour of 11:00 a.m. on Wednesday, July 29, 2020 at which time the bids will be opened.

**ACTION:** Policy

Hans Keinkamp, General Manager - Chief Engineer 5/27/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries 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: June 16, 2020  
xc: Waste Resources

Kecia R. Harper  
Clerk of the Board

By:   
Deputy



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

<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: Department of Waste Resources</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

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

**BACKGROUND:**

**Summary**

The proposed project will perform construction to complete certified closure of the Mecca II Sanitary Landfill (Mecca II) in accordance with Federal Code of Regulations, Title 40 and California Code of Regulations (CCR), Title 27. Mecca II is presently closed to the public and ceased operation as an active landfill on October 13, 2019. CCR Title 27, Section 21110 requires the operator of a landfill facility to begin closure construction activities if any of the following conditions apply: 1) a landfill reaches capacity, 2) a landfill with remaining capacity becomes inactive for twelve (12) months, or 3) the average annual waste disposal rate at a landfill is reduced for two consecutive years to a rate equal to or less than thirty (30) percent of the average annual tonnage rate during the previous ten years. With less than one percent remaining capacity and an annual disposal rate of less than one ton over the past two years, Mecca II meets two of the regulatory closure conditions listed above. Mecca II was operating on a limited schedule of only two days per year to preserve remaining capacity and allow time for the Department to receive regulatory approval of closure documents.

Per regulatory requirements, a Final Closure and Post-Closure Maintenance Plan (FCPMP) was submitted by the Department and approved by the California Regional Water Quality Control Board (CRWQCB), California Department of Resources Recycling and Recovery (CalRecycle), and Local Enforcement Agency (LEA). All three regulatory agencies have formally approved the FCPMP and the closure construction Contract Documents have been prepared in accordance with the requirements set forth in the FCPMP.

The Contract Documents for this project include plans and specifications for the construction of a final cover system over Mecca II's nineteen (19)-acre disposal area along with associated drainage and erosion control improvements. The final cover system shall function as the containment structure for the disposal area consisting of a minimum three (3) foot section of compacted soil using on-site borrow sources for the final cover material. Department staff presented the closure construction project to members and citizens attending the Mecca-North Shore and Thermal-Oasis community council meetings on September 11, 2019 and September 23, 2019 respectively.

**Prev. Agn. Ref.:** M.O. 12.2 of 3/20/2018

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



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

On March 20, 2018, the Board of Supervisors adopted Resolution No. 2018-043 approving the Mecca II Landfill Closure and Post-Closure Maintenance Project (Project) and adopting the Mitigated Negative Declaration (MND) and Mitigation Monitoring Program (MMP) for the Project, based on findings incorporated in Environmental Assessment (EA) No. 2017-02, concluding that with mitigation, the Project does not cause significant environmental impacts. As such, a Notice of Determination (NOD) for the Project was filed with the County Clerk and the 30-day statute of limitations for review and comment expired, with no comments or challenges to the NOD received.

The proposed action in this Form 11 involves the approval of the Contract Documents, including the Plans and Specifications, advertising for bids with the intent to award a construction contract for the Project. The Contract Documents will be advertised, and ultimately, it is intended that a contractor will be selected to complete the work (under a separate Board action). The work described in the Contract Documents was previously analyzed and determined that although the Project could have a significant impact on the environment, nothing further is required because all potentially significant effects have been fully analyzed in an earlier adopted MND and have been avoided or mitigated to less than significant pursuant to that earlier MND. This proposed action does not substantially increase the present activities and uses at the Mecca II Sanitary Landfill. In addition, the proposed action will not result in any new significant environmental effects; the actions will not substantially increase the severity of the environmental effects; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible. Therefore, nothing further is required for the purposes of CEQA.

**Impact on Residents and Businesses**

Closure construction at Mecca II protects the long-term public health and safety of surrounding communities.

**Additional Fiscal Information**

The proposed motion in this Form-11 merely approves contract documents identifying proposed work at Mecca II, 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 approximately \$1,370,000 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.

**ATTACHMENTS:**

- Attachment A. Contract Documents for Mecca II Closure Construction
- Attachment B. Project Drawings for Mecca II Closure Construction

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



Jason Farin, Principal Management Analyst

6/9/2020



Gregory H. Priamos, Director County Counsel

6/2/2020





**CONTRACT DOCUMENTS**  
**FOR**  
**CLOSURE CONSTRUCTION**  
**AT THE**  
**MECCA II SANITARY LANDFILL**

**MAY 2020**

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 5-31-2020  
SYNTHIA M. GUNZEL DATE

JUN 16 2020

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**PROJECT DRAWINGS (FULL SIZE-24” X 36”)\***

**\*DIGITAL COPY ON ENCLOSED CD**

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**ADMINISTRATIVE PROVISIONS**

**FOR**

**CLOSURE CONSTRUCTION**

**AT THE**

**MECCA II SANITARY LANDFILL**

**MAY 2020**

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## **NOTICE INVITING BIDS TO CONTRACTORS**

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

CLOSURE CONSTRUCTION

AT THE

MECCA II SANITARY LANDFILL (Project)

On or after **June 16, 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 **\$70** per set 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 **11:00 AM on Wednesday, July 29, 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 the Mecca II Sanitary Landfill (Site) on **Wednesday, July 8, 2020 at 10:00 AM**. The Site address is 95250 66<sup>th</sup> Avenue, Mecca, CA 92254. All questions and requests for clarification or interpretation of the Contract Documents must be submitted in writing by **Tuesday, July 14, 2020 at 5:00 PM** to Jeff Gow via e-mail to [jgow@rivco.org](mailto:jgow@rivco.org) or fax no. (951) 486-3250.

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

ADMINISTRATIVE PROVISIONS

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:

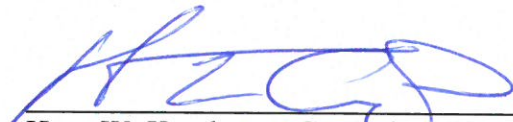
1. The Contractor shall have a minimum of five (5) years of experience and successfully completed at least one sanitary landfill closure or closely related landfill earthwork project within the past ten (10) years.
2. The Contractor and subcontractor(s) performing work related to earthwork excavation as part of the Project shall have a minimum of five (5) years of experience and list references for at least two (2) mass earthwork excavation projects completed within the past five (5) years meeting the following project criteria:
  - a. Minimum of 150,000 cubic-yards of excavation completed for each referenced project.
  - b. Referenced projects shall have comparable topographic features as those that exist at the Site.
3. The Contractor and subcontractor(s) performing work related to earthwork fill as part of the Project shall have a minimum of five (5) years of experience and list references for at least one earthwork fill project completed within the past five (5) years meeting the following project criteria:
  - a. Minimum of 150,000 cubic-yards of engineered fill including soil material processing, placement, compaction, and grading per plan.
  - b. Reference projects shall have comparable topographic features as those that exist at the Site.
4. The Contractor and/or subcontractor(s) performing work related to concrete structures as part of the Project shall have a minimum of five (5) years of experience and list references for successfully completing a construction project with at least 30,000 square feet of reinforced-concrete structures.
5. The Contractor and/or subcontractor(s) performing work related to the placement of aggregate base as part of the Project shall have a minimum of five (5) years of experience and list references for successfully completing a construction project with at least 10,000 tons of aggregate base including placement, compaction, and grading.
6. The Contractor and/or subcontractor(s) performing work related to the installation of chain-link fence as part of the Project shall have a minimum of five (5) years of experience and list references for successfully completing a construction project with at least 2,500 linear feet of chain-link fence.
7. The aforementioned qualification requirements shall also apply to either the Contractor's superintendent or its subcontractor's superintendent, project manager, and other responsible individuals performing work on the Project.
8. The Contractor, Subcontractor(s), Material Suppliers(s), and/or Manufacturer(s) performing work related to the Project shall meet the qualification requirements for each work item listed in the applicable Detailed Provisions section.

**SUBMITTAL REQUIREMENTS:**

With the submittal of the Bid Proposal, the Contractor shall submit for approval by the County documented evidence of satisfaction of all of the Bidder Qualifications listed above, including the name and experience of the superintendent and 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: 5/7/20

RIVERSIDE COUNTY  
DEPARTMENT OF WASTE RESOURCES

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

# **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.

**Table 1: Required Submittal Checklist**

	<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)	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

## **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. Due to the COVID-19 pandemic, the bid opening may need to be livestreamed, if so streaming information will be posted at the following website: <http://www.rcwaste.org/business/bids>. Without limitation to the County's right to reject all bids received, if two or more responsive bids from bidders determined to be responsible are the same and the lowest bid received, then the successful bidder may be chosen by the County.

### **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**

It is the intent of the County to award the Contract, if it be awarded, to the lowest, responsible and qualified Bidder submitting a Bid in accordance with the requirements of the bidding documents based upon all Bid items.

A responsible Bidder is a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity and experience of the bidder to satisfactorily perform the proposed work and satisfy the requirements of the contract. The County may determine a Bidder to be non-responsible for purposes of this proposed work, if the Board of Supervisors for the County, in its discretion, finds that the Bidder has done any such acts or omissions, including without limitation, that: (1) violated a term of a contract for any public works project, including one with the County; (2) reflects negatively on the Bidder's quality, fitness or capacity to perform a contract with the County or any public entity; (3) made any false statements or claims against the County or any public entity; (4) demonstrates or indicates a lack of business integrity or honesty including such acts or omissions that would demonstrate a pattern or practice of such negative business practices; or (5) has violated any law or regulation required of a contractor in the submission of bids to or performance under any contracts with any public entity.

### **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.

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# **BID PROPOSAL**



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**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**

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Contractor bids as follows for the **CLOSURE CONSTRUCTION AT THE MECCA II SANITARY LANDFILL** located at 95250 66<sup>th</sup> Avenue, Mecca, CA 92254 in Riverside County:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization (Max. 5% of Contract Price)	L.S.	1		
2	Demolition and Disposal of Site Structures	L.S.	1		
3	Elevation Adjustments for Groundwater Monitoring Wells and Gas Probes	L.S.	1		
4	Furnish and Install Final Cover System	L.S.	1		
5	Furnish and Install Site Drainage System	L.S.	1		
6	Furnish and Install Site Fencing and Gates	L.S.	1		
7	Authorized Time & Material	L.S.	1	\$50,000	\$50,000
8	Demobilization (Min. 1/2% of Contract Price)	L.S.	1		

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

(Write out Total Amount in Words)

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

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

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:



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**LIST OF SUBCONTRACTORS**

The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor who specially fabricates and installs a portion of the Work or improvement, in an amount in excess of one-half (1/2) of one percent (1%) of the Prime Contractor's Total Bid and the portion of the Work 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: \_\_\_\_\_

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

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

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

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

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

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

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

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## PROJECT REFERENCE FORM

<b>Project Reference No. _____</b>	
Project Name:	
Project Location:	
Scheduled Completion Date:	
Actual Completion Date:	
Contracted Project Cost: Final Project Cost: Reason for Difference:	
Project Owner:	
Did change orders exceed 10% of original contract sum? If yes, explain.	
Were any liquidated damages assessed against the Bidder on this project? If yes, explain.	
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 also 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.

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## CONTRACTOR'S STATEMENT OF QUALIFICATIONS FORM

Bidder shall complete the entire Statement of Qualifications Form and submit it with its Bid Proposal for the Project in accordance with the Instructions to Bidders. Failure to complete this Form would be grounds for immediate disqualification for this proposed work. Any explanation requested by a Bidder regarding the meaning or interpretation of this Statement of Qualification must be requested in writing and with sufficient time allowed for a written reply to reach Bidder before the submission of its Bid Proposal. Oral explanations or instructions will not be provided. Any information provided to any prospective Bidder concerning this Statement of Qualification will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

1	Has Bidder's Contractor's License been revoked or suspended by any governmental agency at any time in the last five (5) years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2	In the last five (5) years has the Bidder been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?  If YES, attach description of each instance including details and owner's name and phone number.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3	Has the Bidder defaulted on a contract or been terminated for cause by any public agency on any project in California within the past five (5) years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4	In the last five (5) years has the Bidder, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?  If YES, attach description of each instance including details and owner's name and phone number.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5	Has the Bidder been assessed and paid liquidated damages pursuant to a contract for a project with a public owner within the past five (5) years?  If YES, explain and indicate on a separate signed sheet(s) the project name(s), damage(s), and date(s).	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6	Has a Surety completed a contract for Bidder on a public works project with any public agency within the last five (5) years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7	Has any insurer had to pay amounts to third parties that were in any way related to construction activities of the Bidder on a public works project for any public agency within the past five (5) years?  If YES, explain and indicate on a separate signed sheet(s) the project name(s), damage(s), and date(s).	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8	Has Bidder had any claims, litigation, or disputes ending in judgments, settlement, mediation or arbitration, or termination for cause associated with any project in the past five (5) years? If yes, attach description of each instance including details of total claim amount, settlement amount, and owner's name and phone number.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9	Has Bidder been cited, fined, penalized or otherwise found to have violated any prevailing wage or labor code provision within the past five (5) years?  If YES, attach description of each occurrence.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10	In the past five (5) years, Has the Bidder or any of its owners or officers been charged and convicted of a crime under federal, state, or local law involving: <ul style="list-style-type: none"> <li>(1) Bidding for awarding of, or performance of a contract with a public entity;</li> <li>(2) Making a false claim(s) to any public entity or government agency; or</li> <li>(3) Fraud, theft, or other acts of dishonesty to any contracting party within the past ten (10) years?</li> </ul>	<input type="checkbox"/> YES	<input type="checkbox"/> NO



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**CONTRACTOR'S STATEMENT OF LICENSURE**

The undersigned does certify under oath that the information provided herein is true and sufficiently complete as not to be misleading

- 1. Full Legal Name of Bidder: \_\_\_\_\_
- 2. Legal Capacity:  Corporation  Partnership  Individual  Joint Venture  Other \_\_\_\_\_
- 3. Address of Bidder: \_\_\_\_\_
- 4. How many years has the Bidder been in business as a contractor? \_\_\_\_\_
- 5. How many years has the Bidder been in business under its present name? \_\_\_\_\_
- 6. Under what other or former name have you operated? \_\_\_\_\_
- 7. Bidder certifies that the pocket license/certificate of licensure presented to the County as of this date is my/its own license, being State of California Contractors License No. \_\_\_\_\_; said Contractors License is current and valid; and is of a classification appropriate to the Work to be undertaken for the County, a Class \_\_\_\_\_ license.
- 8. List other contractors license classifications in which the Bidder holds in California \_\_\_\_\_

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: \_\_\_\_\_

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**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>	



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**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 the **CLOSURE CONSTRUCTION AT THE MECCA II SANITARY LANDFILL**, 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: \_\_\_\_\_ Title: \_\_\_\_\_  
(Surety) (Contractor)

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

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

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

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## 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, **CLOSURE CONSTRUCTION AT THE MECCA II SANITARY LANDFILL**, 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, Contractor's Statement of Licensure, Contractor's Statement of Qualifications, 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) Special Provisions;
  - (j) Detailed Provisions for Closure Construction at the Mecca II Sanitary Landfill;
  - (k) Appendix A – Landfill Site Safety Rules;
  - (l) Appendix B – National Pollutant Discharge Elimination System (NPDES), Storm Water Pollution Prevention Plan (SWPPP) for Mecca II Sanitary Landfill;
  - (m) Appendix C – South Coast Air Quality Management District (SCAQMD) Rule 1150 Permit Excavation Permit;
  - (n) Appendix D – South Coast Air Quality Management District (SCAQMD) Rule 403 and 403.1 (Supplemental for Coachella Valley) Fugitive Dust;
  - (o) Appendix E – Project Construction Quality Assurance/Quality Control (QA/QC) Plan;
  - (p) Appendix F – Project Drawings for the Closure Construction at the Mecca II Sanitary Landfill;
  - (q) Standard Specifications for Public Works Construction, Latest Edition, with Amendments;

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- (r) Any other documents included in or incorporated into the Contract Documents;
- (s) Addenda Nos. \_\_\_\_\_;
- (t) Orders, instructions, drawings and plans issued by County during the course of the Work in accordance with the provisions of the Contract Documents.

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

- 3. Contract 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.



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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)

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**EXHIBIT A**

(Construction Agreement for the Riverside County Department of Waste Resources, **CLOSURE CONSTRUCTION AT THE MECCA II SANITARY LANDFILL** located at 95250 66<sup>th</sup> Avenue, Mecca, CA 92254)

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.

<b>ITEM NO.</b>	<b>ITEM OF WORK</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	Mobilization (Max. 5% of Contract Price)	L.S.	1		
2	Demolition and Disposal of Site Structures	L.S.	1		
3	Elevation Adjustments for Groundwater Monitoring Wells and Gas Probes	L.S.	1		
4	Furnish and Install Final Cover System	L.S.	1		
5	Furnish and Install Site Drainage System	L.S.	1		
6	Furnish and Install Site Fencing and Gates	L.S.	1		
7	Authorized Time & Material	L.S.	1	\$50,000	\$50,000
8	Demobilization (Min. 1/2% of Contract Price)	L.S.	1		

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

\_\_\_\_\_  
 (Write Out Total Amount in Words)

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**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:

**CLOSURE CONSTRUCTION AT THE MECCA II SANITARY LANDFILL**

(“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

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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 County, 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.



(This page left intentionally blank.)

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:

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**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**

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**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:

**CLOSURE CONSTRUCTION AT THE MECCA II SANITARY LANDFILL**

(“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.

(This page left intentionally blank.)

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:



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**Affix Seal if Corporation**

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

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

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

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

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

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

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

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

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

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

**Affix Corporate Seal**

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

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

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**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”]:

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

(This page left intentionally blank.)

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>



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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:

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**GENERAL PROVISIONS**

**FOR**

**CLOSURE CONSTRUCTION**

**AT THE**

**MECCA II SANITARY LANDFILL**

**MAY 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:

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

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

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

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

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

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

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

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

## **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 Special Provisions.

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

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

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

### **6.3. SUBCONTRACTING**

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

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

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

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

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

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

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

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

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

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

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

The following holidays will be considered as legal holidays: New Year's Day; Martin Luther King Jr. Birthday, Lincoln's Birthday; Washington's Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas; and such other days as are declared County holidays by ordinance passed by the Board of Supervisors. Please refer to specific holiday dates listed in the Detailed Provision Section 01 1400 – Work Restrictions.

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

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

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

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

If delays are caused by unforeseen causes beyond the control of either the Contractor or the County, such as war, strikes, fire, floods, or other action of the elements 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 Special Provisions, which labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 7.3.1.1.1 and subsistence and travel allowance as specified in Section 7.3.1.1.3.

**7.3.1.1.3. Subsistence and Travel Allowance**

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

**7.3.1.2. Materials**

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

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

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

### **7.3.1.3. Equipment Rental**

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

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

Operators of rented equipment will be paid for as provided under Section 7.3.1.1. All equipment shall, in the opinion of the County, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable



rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

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

Rental time will not be allowed while equipment is inoperative due to breakdowns. In computing the rental time of equipment, less than 30 minutes shall be considered ½ hour.

**7.3.1.3.1. Equipment on the Work**

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

**7.3.1.3.2. Equipment not on the Work**

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

- (i) The original location of the equipment to be hauled to the location of the work shall be agreed to by the County in advance.
- (ii) The County will pay the costs of loading and unloading such equipment.
- (iii) The cost of transporting equipment on low bed trailers shall not exceed the hourly rates charged by established haulers.
- (iv) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.

- (v) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the extra work is performed on such days, and shall terminate at the end of the day on which the County directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

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

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

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

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

- (vi) 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.
- (vii) Payment for transporting, loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

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

When the County and the Contractor, by advance agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or extra work item may be performed by a specialist. Invoices for such service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

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

### **7.3.3. Records**

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

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

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

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

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

The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the County, during the life of the contract and for a period of not less than 18 months after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor expressly guarantees that the cost records of such other forces shall be open to inspection and audit by representatives of the County on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

#### **7.3.4. Payment**

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

#### **7.4. ACCEPTANCE**

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

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

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

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

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

## **7.6. DELAYED PAYMENTS**

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

## **7.7. FINAL PAYMENT**

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

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

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

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

## **7.8. CLAIMS RESOLUTION – 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 Special Provisions. Size, location and characteristics of such utilities are based upon information made available to County, generally from the owner of the utility in question. The exactness of such information is not guaranteed but may be assumed to have been accomplished with reasonable accuracy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Where the County has made investigations of subsurface conditions in areas where work is to be performed, or in other areas, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders may, upon request, inspect the records of the

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



## **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.

## **SECTION 10 - PUBLIC CONVENIENCE, TRAFFIC CONTROL AND DETOURS**

### **10.1. GENERAL**

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

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

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

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

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

### **10.2. SIGNS**

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

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

### **10.3. MATERIALS STORAGE**

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

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**SPECIAL PROVISIONS**

**FOR**

**CLOSURE CONSTRUCTION**

**AT THE**

**MECCA II SANITARY LANDFILL**

**MAY 2020**

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**SPECIAL PROVISIONS  
FOR CLOSURE CONSTRUCTION  
AT THE  
MECCA II SANITARY LANDFILL**

**SECTION 1 - GENERAL**

**1.1 INTRODUCTION**

- A. These Special Provisions are for closure construction at the Mecca II Sanitary Landfill (Site) in Riverside County, California. This project is designated as “Closure Construction at the Mecca II Sanitary Landfill” (Project) and is located at 95250 66<sup>th</sup> Avenue, Mecca, CA 92254. Site location and vicinity map are included in the Project Drawings.
- B. The Project shall be completed in strict accordance with State and Federal requirements for closure of landfills as administered by the California Regional Water Quality Control Board (CRWQCB), California Department of Resources Recycling and Recovery (CalRecycle), Local Enforcement Agency (LEA) and other regulatory agencies. The major features of the work to be performed shall include; but not limited to:
1. Develop water from an offsite water source, provide and maintain all conveyance measures from water source to Site.
  2. Implement erosion control, dust control, and storm water protection measures during construction.
  3. Demolition of existing reinforced-concrete structures (fee booth and secondary containment basin), asphalt-concrete drains, low-density polyethylene (LDPE) drains, concrete-filled steel bollards, grouted rip-rap, chain-link fence and gates.
  4. Decommission and removal of site electrical service panel and power poles.
  5. Elevation adjustment of existing groundwater monitoring wells and gas probes.
  6. Construction of a final cover system including; but not limited to clearing, grubbing, site preparation, excavation, overexcavation, hauling, soil processing and placement of engineered fill material, soil erosion monuments, and augering for thickness determination.
  7. Construction of a drainage system and associated features, including; but not limited to asphalt-concrete structures, grouted rip-rap structures, and placement of crushed miscellaneous base for roadways.
  8. Construction of a final cover material stockpile for use during the post-closure maintenance period of the landfill.
  9. Installation of permanent storm water best management practices (BMPs).
  10. Installation of new perimeter chain-link fencing and gates.



Major features of the Work are detailed in Specification Section 01 1100 – Summary of Work.

- C. All work to be implemented under this contract shall consist of furnishing equipment, superintendence, labor, skills, materials, and all other items necessary for the execution of the Project and shall conform to the Contract Documents for this Project.
- D. Full cooperation of the Contractor and its forces is required to assure safe working conditions. Therefore, it is necessary to emphasize that the County will have full authority to eject any of the Contractor’s employees or subcontractors who do not immediately abide by the landfill site rules (See Appendix A – Landfill Site Safety Rules) or the directions of the County.

## **1.2 INTENT AND INTERPRETATION OF THE CONTRACT DOCUMENTS**

- A. The Contract Documents constitute the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.
- B. The Contract Documents shall not be construed to create a contractual relationship between any parties other than the County and the Contractor. No contract between the County and a third party shall be construed to create any duty on the part of the County or such third party to the Contractor. The Contractor is not an intended or incidental beneficiary of any promises made in the County’s contract with a third party, if any.
- C. The Contract Documents are intended to be complementary. What is required by one part of the Contract shall be as binding as if required by all. Should any conflict or inconsistency be found in the Contract Documents, the County shall resolve any such conflict or inconsistency in accordance with Section 1.3 - Order of Precedence of Contract Documents of these Special Provisions.
- D. Where the words “similar”, “typical” (or their equivalents) are used in the Contract, they shall mean nearly corresponding or having a likeness. Such words shall not be construed to mean that all parts of the Work referred to are identical or substantially identical, or that such elements of the Work are connected identically or substantially identically to the rest of the Work. The Contractor has the responsibility to determine all details of the Work in relation to their location and connection to other parts of the Work. Words importing the singular number may also be applied to the plural of persons and things; words importing the plural may be applied to the singular; and words importing the male gender may be extended to females also.
- E. The organization of the specifications into divisions and provisions and the organization of the Project Drawings shall not control the Contractor in

dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

### **1.3 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS**

- A. Any conflict or inconsistency between the terms or conditions of the Contract Documents shall be resolved by the following descending order of precedence (with 1 taking precedence over 2, 3, 4, 5, 6, and 7; 2 taking precedence over 3, 4, 5, 6, and 7; and so forth):
  - 1. Permits from other agencies as may be required by law.
  - 2. Special Provisions.
  - 3. Detailed Provisions.
  - 4. General Provisions.
  - 5. Project Drawings.
  - 6. Standard Drawings.
  - 7. Standard Specifications.

### **1.4 CLARIFICATION OF DRAWINGS AND DETAIL DRAWINGS**

- A. Where on any drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other similar portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses of parts in which it occurs and shall apply to all other similar parts of the Work, unless otherwise indicated.
- B. With regard to drawings the following shall apply:
  - 1. Written dimensions shall be followed; drawings may not be to scale.
  - 2. Figure dimensions on drawings shall govern over scale dimensions; and detail drawings shall govern over general drawings.

## **SECTION 2 - COUNTY**

### **2.1 AUTHORITY**

- A. Unless the County, in writing, indicates otherwise, the authority to (1) commit to or bind the County to any Change Orders or change in Contract Work, Contract Price and/or Contract Time; or (2) sign the Contract or Change Orders rests solely with the County Board of Supervisors or their designee.
- B. The County Board of Supervisors or their designee shall assign a Project Manager who shall have the authority to administer the Contract including, but not limited to:
  - 1. Receiving all correspondence and information from the Contractor;

2. Issuing Field Directives;
  3. Issuing request for Change Proposals;
  4. Responding to Requests for Information;
  5. Reviewing the schedule of values, project schedules, submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Contractor;
  6. Negotiating Change Proposals and Change Orders;
  7. Recommending Change Orders for approval by the County Board of Supervisors or their designee;
  8. Issuing decisions with respect to Requests for Change Orders and Claims;
  9. Processing payment requests submitted by the Contractor, and recommending payment;
  10. Monitoring the quality of the work, rejecting noncompliant work, and recommending acceptance of the work;
  11. Transmitting executed Change Orders, amendments, and other Contract correspondence to the Contractor, and
  12. Performing all other contract administrative functions.
- C. All correspondence, questions, and/or documentation shall be submitted to the Project Manager.
- D. The Project Manager may designate technical representatives to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature.

## **2.2 INFORMATION SUPPLIED BY COUNTY**

- A. Unless otherwise specifically provided in the Contract, surveys and site information provided by the County are intended to describe the general physical characteristics of the Project Site. The County does not represent that this information is complete or sufficient for the Contractor's performance of the Work.
- B. At the Pre-Construction Meeting, the County shall furnish the Contractor with four (4) complete copies of the Contract Documents (including half-size and full-size sets of the Project Drawings). The cost of additional requested copies shall be deducted from payment to the Contractor.
- C. All drawings, models, and specifications furnished by the County are solely for use on this Contract and are not to be used by the Contractor on any other work or project.

## **2.3 WORK BY COUNTY OR SEPARATE CONTRACTORS**

- A. The County reserves the right to perform work not included in the Contract or to let other contracts in connection with this Project.

## **2.4 SUSPENSION AND RESUMPTION OF OPERATIONS**

- A. The Contractor shall suspend construction operations when, in the County's opinion, the conditions for such operations are unsatisfactory due to rain, wind, or any other reason. The Contractor shall not be compensated monetarily for any such delays caused by the suspension of operations. Working days shall be charged as appropriate in accordance with the Contract Documents.
- B. Whenever operations have been suspended, the effect of rain, wind, or other adverse conditions shall be assessed by the County before approval to resume construction is given. Equipment will not be allowed to travel on the landfill site until the ground has dried sufficiently to prevent excessive rutting and to allow the equipment to be operated satisfactorily. If rutting occurs, the Contractor shall re-level, scarify, and re-compact the materials to whatever depth is required to repair the damage to pre-existing conditions as directed by the County at the Contractor's expense. If temporary access and internal haul roads need repair, the Contractor shall repair them as required at the Contractor's expense.

## **2.5 TESTS AND INSPECTIONS**

### **A. General:**

1. The Contractor shall comply with requests by the County and Testing/Inspection Provider staff to alter the work sequence or uncover materials to facilitate testing, inspection, or observation, or for the collection of samples or data. The Contractor shall provide the County and Testing/Inspection Provider staff with safe and suitable access to the work area for testing, inspection, or observation.
2. It is understood that observation and testing of a material at the time of its incorporation into the work shall in no way be considered as a guarantee of continued acceptance of material presumed to be similar to that upon which observations and tests have been made, and that observation and testing performed by the County and Testing/Inspection Provider staff shall not relieve the Contractor or its suppliers of the responsibility for quality control or to fully comply with the requirements of the Contract Documents.

### **B. Earthwork Testing:**

1. Earthwork testing shall be performed by the County and/or Testing/Inspection Provider in accordance with the Contract Documents.

SPECIAL PROVISIONS

If testing indicates that any area of a completed layer does not meet the specifications, the Contractor shall perform corrective action; followed by re-testing of the same area by County, and/or Testing/Inspection Provider in accordance with the Contract Documents. The Contractor shall remove, re-work, and bring into compliance any area that the County considers to be unsatisfactory. The area shall be restored to the complete satisfaction of the County. The Contractor shall be solely responsible for any and all costs, including re-testing, and all delays associated with and resulting from any required re-working of a soil layer due to non-compliance. See Specification Section 31 2300 – Earthwork.

C. Materials and Installation:

1. Materials and installation procedures to be used in the Work shall be subject to observation (including special inspections) and testing by the County, Testing/Inspection Provider or by an agency or laboratory approved by the County. The Contractor shall furnish without charge, any samples that may be requested or required for testing. Manufacturer's warranties, guarantees, instruction sheets, and parts lists that are furnished with materials used in construction shall be submitted to the County for the review and approval/acceptance before the respective items are incorporated into the Work. See Specification Sections 01 3300 – Submittal Procedures and 03 0505 – Concrete Testing.

## **SECTION 3 - CONTRACTOR**

### **3.1 CONTRACTOR REPRESENTATIONS**

The Contractor makes the following representations to the County:

A. Before submission of its bid, the Contractor has:

1. Carefully reviewed the Contract Documents, and visited and examined the Site. If deemed “mandatory” as indicated in the “Notice Inviting Bids to Contractors”; attended pre-bid site review meeting conducted by the County.
2. Become familiar with the general and local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of Contract Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and reasonably ascertainable subsurface conditions and other matters that may be encountered at the Site or affect performance of the Contract Work or the cost or difficulty thereof;
3. Become familiar with and satisfied itself as to the conditions bearing upon transportation, disposal, handling, and storage of materials; and
4. Become familiar with and satisfied itself as to the availability of labor, water, electric power, and roads; and uncertainties of traffic, weather, or

similar physical conditions at the Site. Any failure of the Contractor to take the action described in this provision or elsewhere in the Contract Documents will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the County;

- B. The Contract Price is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work as represented by the Contract, site visit, and the general conditions (including but not limited to weather, site, soil) known or reasonably anticipated for the Site. All cost for complying with the work or other requirements of the Contract Documents are included in the bid, no additional compensation shall be paid by the County;
- C. The Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform the Contractor's obligations required by the Contract; and
- D. The Contractor is able to furnish plant, tools, material, supplies, equipment, and labor required to complete the Work and perform the obligations required by the Contract and has sufficient experience and competence to do so.

### 3.2 CONTRACTOR'S QUALIFICATIONS

- A. In addition to the Bidder's Qualifications that are listed under the "Notice Inviting Bids to Contractors" of these Contract Documents, the Contractor shall have, or be able to obtain, all the personnel, equipment, and materials necessary to perform the work specified in the scope of work, and be able to keep the needed equipment at the job site for the duration of the work. The bidder may meet these requirements by using subcontractors, or forming a partnership, joint venture, or other legal arrangement. If the qualifications are met by the formation of a partnership, joint venture or other legal arrangement; then each separate legal entity shall be required to sign the contract and accept joint and several liabilities. The Contractor, or the Contractor's personnel shall hold appropriate certificates, licenses, and permits necessary to perform the work described in the scope of work.
- B. The Contractor shall present all licenses held, the certificate numbers, and in whose name the license is issued in their bid response. In the Contractor Proposal, the Contractor shall present specific projects, dates, locations, clients, project costs, a project summary description, and the Contractor's role in each project. The Contractor shall present a reference list of clients that includes a contact person and phone number. The Contractor shall also possess a **Class A General Engineering** Contractor's License.
- C. The Contractor shall demonstrate that his project manager, equipment operators, and other responsible individuals performing work on site have

appropriate experience and capability. The Contractor shall present personal resumes that document education, training, work experience, and licenses and certificates held in the bid response.

### **3.3 SPECIALTY ITEMS**

- A. Pursuant to Section 6.3 “Subcontracting” of the General Provisions of these Contract Documents, the Contractor shall perform at the Site, and with its own forces, work of a value amounting to not less than fifty percent (50%) of the remainder obtained by subtracting from the original Contract Price the sum of any items designated herein as “Specialty Items”. Where an entire item is subcontracted, the value of work subcontracted will be based on the contract unit price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract unit price. This will be determined from information submitted by the Contractor, such as Schedule of Values for partial subcontracted items, and will be subject to acceptance and approval by the County. For this project, the following work has been designated as “Specialty Items”.
1. Structure Demolition and Decommissioning of Electrical Service (part of Bid Item No. 2)
  2. Elevation Adjustments for Groundwater Monitoring Wells (part of Bid Item No. 3).
  3. Chain-Link Fencing and Gates (part of Bid Item No. 6).

### **3.4 GENERAL DUTIES**

- A. The Contractor shall give sufficient supervision to the Work, using its best skill and attention. The Contractor is hereby given notice that the County will be relying on the accuracy, competence and completeness of the Contractor’s work. The Contractor shall supervise and be solely responsible for the proper performance of the Work in accordance with the Contract, including the construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the Work.
- B. Unless specified elsewhere in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, utilities, transportation, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes) necessary for the proper execution and completion of the Work.
- C. The Contractor shall also provide sufficient staffing and supervision to process Requests for Information, Change Proposals, Submittals, Change Orders, close-out documentation, and to perform all other requirements of the Contract and all Work.

- D. The Contractor shall lay out its Work from baselines and benchmarks indicated in the Contract Documents and shall be responsible for the accuracy of all field measurements used in the lay out.

### **3.5 DUTY TO INSPECT CONTRACT DOCUMENTS**

- A. The Contractor shall carefully examine the Contract Documents and check the conditions, dimensions, and instructions that may affect the execution of the work. These conditions include, but are not limited to, the following:

- 1. Applicable health and safety regulations;
- 2. Traffic control, transportation and access conditions;
- 3. Availability of utilities;
- 4. Surface and subsurface conditions;
- 5. Location, availability, and condition of construction materials;
- 6. Climate;
- 7. On-site soil characteristics of soil to be used in construction, including but not limited to size and type variation, location of excavation and stockpile areas, etc.;
- 8. General construction conditions at the Site;
- 9. Work trade coordination: Contractor shall coordinate the work trades and construction items to be supplied, delivered, set in place, and constructed. Such portions of Contractor and Subcontractors work as all or in part embedded, built-in, attached to, or supported by the work shall be performed in a manner that shall not hinder construction and work progress.

- B. The Contractor shall immediately notify in writing the County of any:

- 1. Error, inconsistency, or omission in the Contract Documents that a reasonable contractor knew of through the exercise of reasonable diligence should have discovered under the same and similar circumstances;
- 2. Requirements in the Contract Documents that conflict with any local, state, and federal laws, regulations and/or permits, licenses, and easement conditions that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances.

- C. The Contractor should not proceed with the work in question until the Contractor receives written direction from the County.

- D. If the Contractor proceeds with the work in question without written direction from the County, the Contractor shall be responsible for any costs or damages associated with:

- 1. Fines or penalties;



2. Demolition, tear out, removal, cleanup, remediation, or fixing the work in question; and
  3. Delay, disruption, and loss of productivity.
- E. The Contractor's failure to timely discover and immediately report such reasonably ascertainable errors, inconsistencies, or omissions and conflicts in regulatory requirements, permits, licenses or easements to the County shall preclude the Contractor's recovery of costs and time resulting from the Contractor's failure to timely discover and/or immediately notify the County of such errors, inconsistencies, or omissions.

### **3.6 DEVIATION FROM CONTRACT**

- A. The Contractor shall not make an alteration, variation, addition, deviation, or omission from the requirements of the Contract without the written consent of the County.
- B. Any such alteration, variation, addition, deviation, or omission by the Contractor shall not result in any extra compensation or extension of time.
- C. The County shall have the right to treat any alteration, variation, addition, deviation, or omission from the requirements of the Contract as a contract breach if prior written consent is not obtained from the County, which may be justification for the County to withhold payment, stop work, or terminate the Contract for default.

### **3.7 COMMUNICATIONS**

- A. The Contractor must designate, in writing, its Contractor's Representative who is responsible for administering the Contract and has the authority to bind and obligate the Contractor in the performance of the Work.
- B. Communication with the Contractor shall be through the Contractor's Representative.
- C. The Contractor must designate, in writing, the name(s) of the Contractor's supervisory staff (project manager, superintendent, safety officer, etc.) that shall have the authority to conduct and supervise construction operations for this Project, including, but not limited to: supervision, maintenance, traffic control, survey, health and safety, dust control, materials storage, and storm water compliance.
- D. The Contractor shall notify the County immediately if the Contractor's Representative and/or Contractor's supervisory staff change and identify the name(s) of the new staff and effective date of the change.

### **3.8 INSURANCE REQUIREMENTS**

- A. Contractor and their Subcontractors shall procure and maintain Workers Compensation, Commercial General Liability, Vehicle Liability, and Environmental Impairment insurance in accordance with Section 8.3 of the General Provisions. In addition, the following shall apply to this Project:
1. Builder's Risk, Flood and Earthquake Insurance – The Contractor and their subcontractors shall maintain or cause to be maintained until the work of the Contract is approved for Final Acceptance by the County, builder's risk "All Risk" completed value insurance, to include, at the option of the County, loss or damage caused by fire, earthquake, and flood, insuring completed work, work in progress, material, supplies and equipment of the Project Site, in storage or in transit, in an amount equal to the full replacement cost thereof. Such insurance shall include the interests of the County, Contractor, all tiers of subcontractors, suppliers and materialmen, with deductible amounts, if any, for the sole account of and payable by Contractor. Loss under such insurance shall be adjusted with and payable to the County for the interest of all parties. The amount of property insurance shall be sufficient to protect against such loss or damage in full until the work is accepted by the County. COUNTY must be named as "loss payee" on the certificate for Builder's Risk policy.
    - a. Builder's "All Risk" insurance policy shall contain a deductible not higher than \$1,000 unless otherwise approved by the County.
    - b. Earthquake insurance policy shall contain a deductible not higher than ten percent (10%) of the total insurable value unless otherwise approved by the County.
    - c. Flood Insurance policy shall contain a deductible not higher than \$100,000 unless otherwise approved by the County.
  2. Professional Liability Insurance – Contractor's design consultant(s) shall procure and maintain the following required insurance policies at their sole cost and expense at all times during the duration of the Contract:
    - a. Workers' Compensation – Statutory
    - b. General Liability - \$1,000,000
    - c. Professional Liability - \$1,000,000
    - d. Vehicle Liability - \$1,000,000

### **3.9 CONTRACTOR'S SUPERVISION AND EMPLOYEES**

- A. Contractor has an obligation to provide qualified and competent people to administer the Contract and perform all the Work.
- B. During the performance of the Work the Contractor shall have supervisory staff on-site and available to administer, manage and coordinate the Work.

The County shall not be responsible for the acts or omissions of the supervisory staff or their assistants.

- C. The Contractor shall at all time enforce good order among all persons furnishing labor or materials on-site and shall only employ workers skilled in the work assigned. If requested by the County, Contractor shall provide the County with copies of licenses, registrations, and certifications.
  - 1. The County shall have the right to require the Contractor to remove staff from the Site who (1) do not have the appropriate qualifications and experience to meet or uphold the requirements of the Contract or (2) do not comply with the Contractor's Health and Safety Plan and/or the safety rules for the Site. The County shall also have the right to order the Contractor to replace staff who demonstrate unprofessional behavior.
  - 2. Failure by the County to require removal of any Contractor staff shall not be deemed an admission that any such staff are satisfactory, nor shall such failure relieve the Contractor from any contractual responsibility.

### **3.10 CONTRACTOR'S DUTY WHEN COUNTY PERFORMS WORK ON PROJECT**

- A. The Contractor shall coordinate its Work with the County and other County contractors and, at the County's request, participate in meetings for the purpose of coordinating the Contractor's construction schedule with those of other contractors at no additional cost to the County. To the extent a direct conflict exists with regard to access to the Site, if the contractors cannot work out a resolution that has no impact on Contract Price, Contract Time, the County shall issue written direction to resolve the conflict.
- B. The Contractor shall not cut, excavate, alter, impair, or otherwise engage in work activity that inhibits the work of any other contractors without the prior written consent of the County.
- C. If any part of the Contractor's Work depends, for proper execution or results, upon the prior work of the County or any other contractor, the Contractor shall, before performing the affected Work, inspect and give prompt written Notice of any apparent discrepancies of defects in the prior work that renders it unsuitable for the reception of Contractor's Work. Contractor's failure to so inspect and to give such prompt Notice shall constitute acceptance of the prior work as fit for reception of its Work, except as to defects not then reasonably discovered.

### **3.11 MATERIALS AND EQUIPMENT FURNISHED BY COUNTY**

- A. Unless otherwise specifically provided in the Contract Documents, if the Contract requires that the Contractor install materials and equipment provided

by the County, in the absence of a reasonably apparent defect, such materials and equipment shall be considered compliant with the Contract Documents.

1. If the Contractor discovers defects in the County-furnished material or equipment the Contractor shall immediately notify the County in writing.
2. After such discovery, the Contractor shall not proceed with Work involving such County materials and equipment unless otherwise authorized in writing by the County.
3. Contractor's failure to provide immediate written Notice of any defects in material or equipment shall constitute acceptance of such materials and equipment as fit for incorporation into the Work.
4. Contractor shall be responsible for any damages or delays resulting from Contractor's failure to provide timely written Notice or Contractor's improper incorporation of such defective materials or equipment into the Work.

### **3.12 PROJECT RECORD DOCUMENTS**

- A. The Contractor shall keep a copy of the Contract Documents on the Site.
- B. The Contractor shall keep at the Site an accurate, readable, and orderly set of drawings and specifications, updated as the job progresses to show all approved changes, addenda, options, submittals, correspondence, directives, alternates, and all actual deviations from the original Contract Documents.
- C. Project Record Documents shall be maintained by Contractor in hard copy and electronic format meeting the requirements specified in Specification Section 01 7700 – Closeout Procedures.
- D. In addition to all approved changes, submittals, options, alternates, and all actual deviations from the original Contract Documents, the Project Record Documents shall be marked as follows:
  1. Record all materials used where options, alternates and/or change orders where indicated, specified and/or authorized.
  2. Accurate measurements referenced to two permanent structures shall be recorded to show the exact location and changes in direction of all underground services and utilities, as well as their approximate depth below finished grade;
  3. Update the Project Record Documents with information about each item of capital equipment of other fixed asset installed, including type of equipment, make, model, serial number, and acquisition cost;
  4. Update the Project Record Documents identifying each item of capital equipment or other fixed asset removed from the Project, including type of equipment or fixed asset, make, model, serial number and description of location from which it was removed.
  5. Record all other requirements as specified in the Detailed Provisions.

- E. The Project Record Documents shall be kept up-to-date and be available for review by the County at all times, including but not limited to at each Weekly Progress Meeting. Failure to have records up-to-date shall be sufficient reason for the County to withhold payments to the Contractor, until all such information is recorded.

### **3.13 PROTECTION OF ADJACENT LANDFILL OPERATIONS, STRUCTURES, UTILITIES AND IMPROVEMENTS**

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, trees and vegetation not shown in the Contract Documents to be removed or modified at or near the Site. Contractor shall repair, at no cost to the County, and such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, the County may have the necessary work performed and deduct or charge the cost to Contractor or exercise its rights under the Performance and Payment Bond. In the event there are insufficient funds remaining, excluding retention, the Contractor shall pay the County for the costs associated with protection and repairing the damages.
- B. At a minimum, the Contractor shall furnish, install, and maintain temporary vehicle barriers along 66<sup>th</sup> Avenue and chain-link fencing along the limits of the Project Site or portions thereof as directed by the County, to limit access to construction zone and to prevent debris, rocks, and equipment from interfering with the access roads and 66<sup>th</sup> Avenue adjacent to the Project Site. See Specification Section 01 5000 – Temporary Facilities and Controls for fencing requirements.

### **3.14 PERMITS, LAWS AND REGULATIONS**

- A. Except those permits, easements, and variances specified in the Contract as having been previously obtained by the County, all permits, licenses, easements and variances necessary for the execution of the Work shall be secured and paid for by the Contractor. The Contractor shall identify and apply for such permits and licenses at the earliest possible time so as to avoid any delay to the Contract Work arising from the permitting and/or licensing process. No actions taken by the County to aid the Contractor in securing any permit or license shall relieve the Contractor of any obligations to secure any such permit or license.
- B. The Contractor shall maintain all stamped permit sets of documents at the Site during construction, in good condition and as required by local ordinances.
- C. Required permits and compliance requirements may include, but are not limited to:

1. Compliance with South Coast Air Quality Management District (SCAQMD) Rule 403 Fugitive Dust Regulations and Supplemental Fugitive Dust Control Requirements for Coachella Valley sources and any other applicable regulation. The Contractor is responsible for implementing the necessary mitigation measures to ensure compliance with regulatory thresholds relating to air quality including, but not limited to SCAQMD Rule 403 Fugitive Dust Control Regulations and Supplemental Fugitive Dust Control Requirements for Coachella Valley. The County shall have the authority to immediately suspend all construction operations if, in the County's opinion, the Contractor fails to adequately provide for dust control. The Contractor shall file Form 403-N with the SCAQMD for the construction operation under this contract. Control of dust shall include, but not limited to: sprinkling of water, use of approved dust suppressants, modifications of operations or any other means acceptable to the County, the California Regional Water Quality Control Board (CRWQCB), the SCAQMD, and any agency having jurisdiction over the Site. In compliance with the requirement of Section (e)(1)(E) of Rule 403, the Contractor shall identify a SCAQMD-certified dust control supervisor present on the Site, or available on-site within thirty (30) minutes, during Project work hours. See Specification Section 01 5600 – Project Environmental Controls.
  2. State Water Resources Control Board's (SWRCB) National Pollution Discharge and Elimination System (NPDES) Permit: The County complies with the SWRCB General Industrial Activities NPDES permit through regular inspections, monitoring and implementation of Best Management Practices (BMPs) as described in the Mecca II Landfill Storm Water Pollution Prevention Plan (Mecca II SWPPP). Contractor shall be responsible for compliance with the Mecca II SWPPP for the Project Site area. After notification of award and prior to start of any work, the Contractor shall prepare and submit to the County a project-specific Storm Water Pollution Prevention Plan (SWPPP) outlining procedures to reduce pollutants (directly or indirectly related to the Contractor's activities) in storm water runoff. The project-specific SWPPP will be included as part of the Mecca II SWPPP in compliance with the County's NPDES permit. See Specification Section 01 5600 – Project Environmental Controls for more information.
- D. The Contractor shall perform all work hereunder in full compliance with local, state and federal laws, ordinances, resolutions and regulations, and with permit, license, easement, and variance conditions pertaining to the conduct of the Work. The Contractor shall defend, indemnify, and hold the County harmless from any assessment of fines, penalties, or damages arising from violations of the same by the Contractor or Subcontractors. The Contractor shall pay and provide proof of payment for any assessments of fines, penalties or damages. The Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements.

- E. Taxes. The Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid by the County under the Contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the amount of any taxes.

**3.15 CONTRACTOR'S OVERALL RESPONSIBILITY FOR PROTECTION OF WORK, PROPERTY AND PERSONS**

- A. The Contractor shall be responsible for conditions of the Project Site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Project Site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the Project Site. This obligation shall apply continuously and shall not be limited to normal working hours. The County's inspection of the Work or presence at the Project Site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. Unless otherwise required in the Contract Documents the Contractor shall protect and be responsible for any damage or loss to the Work or to the materials and equipment associated with the Work until the date of Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, Subcontractors, Suppliers, or third parties authorized or allowed on the Project Site by the Contractor until Final Acceptance.
- D. The Contractor shall also be solely and completely responsible for damages arising from the Work that affect areas adjacent to the Project Site.
- E. The Contractor shall repair or replace without cost to the County any damage or loss that may occur, except damages or loss caused by the acts or omissions of the County.
- F. The Contractor shall erect and maintain adequate signs, fencing, barricades, lights or other measures and persons to protect the Work until Final Acceptance.

### **3.16 PROTECTION OF PERSONS**

- A. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be affected by such Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be to manage and coordinate the safety programs and to prevent accidents of the Contractor and Subcontractors.
- B. Except as otherwise stated in the Contract, if the Contractor encounters, on the Site, material reasonably believed to be Hazardous Material including but not limited to asbestos, lead, or polychlorinated biphenyl (PCB), that Contractor shall immediately stop work in the area affected and give Notice of the condition to the County. Work in the affected area shall not be resumed without written direction by the County.
- C. The Contractor shall maintain in a reasonable number of conspicuous and accessible places at the Project Site all materials necessary for giving first aid to the injured. The Contractor shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, of persons who may have been injured on the Project Site. Employees shall not be permitted to work on the Project Site before the Contractor has: (1) provided all materials necessary for giving first aid at the Project Site; and (2) established and made known procedures for removal of injured persons to a hospital or doctor's care. The Contractor shall ensure that at least one of its employees on site has adequate training in first aid.
- D. In order to protect the lives and health of persons performing work under this Contract, the Contractor shall comply with all CalOSHA rules and regulations and any violation of these safety requirements applicable to the Work may be considered a breach of this Contract.

### **3.17 HEALTH AND SAFETY PLAN**

The Contractor shall prepare and provide to the County a written site specific "Health and Safety Program" demonstrating the methods by which all applicable safety requirements of this Contract will be met. The Contractor shall ensure its Subcontractors and Suppliers have a written Health and Safety Plan/Program or formally adopt the Contractor's site specific "Health and Safety Plan". The Contractor shall designate a Safety Officer who shall be responsible for proper implementation of the "Health and Safety Plan". The Contractor shall submit a copy of its "Health and Safety Plan" and the Subcontractor's Health and Safety Plan/Program to the County within fourteen (14) calendar days after the Contract Award. The County's review of such plans shall not be deemed to constitute approval or acceptance thereof



and shall not relieve or diminish the Contractor's sole responsibility for Project Site safety. See Specification Section 01 3500 – Health and Safety.

### **3.18 STORAGE OF CONTRACTOR'S PROPERTY**

- A. The Contractor's tools and equipment and building materials to be incorporated into the Project may be stored on the Project Site, but all such storage shall be subject to the requirements of the Contract. Any repairs, patching or cleaning of the Site that may be necessary to restore the Site to its previous condition due to storage of the Contractor's materials, tools or equipment, or other aspects of the Contractor's Work, shall be the responsibility of the Contractor. See Specification Section 01 1400 – Work Restrictions.

## **SECTION 4 - ADMINISTRATION OF CONTRACT**

### **4.1 TIME OF ESSENCE**

- A. All time requirements set forth in the Contract Documents are of the essence.

### **4.2 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

- A. The Contractor shall diligently and continuously prosecute the Project to Substantial Completion before the expiration of **Eighty (80) working days** from the date of the Contractor's receipt of the Notice to Proceed. Upon Contractor's receipt of the Certificate of Substantial Completion, a contractual time period of **Twenty (20) working days** shall begin to allow the Contractor to complete remaining Punch List work to achieve Final Completion/Final Acceptance of the Project.
- B. The Liquidated Damage amounts, set forth in this Section, will be assessed for Contractor's failure to achieve completion for the following project milestones (See Specification Section 01 2900 – Payment Procedures):
  1. Project Substantial Completion – The Liquidated Damages reduction to the Contract Price for failure to reach Substantial Completion for the Project is **Five Hundred Dollars (\$500) per day** for each additional working day required to properly complete the work in excess of the established contractual date for achieving Project Substantial Completion.
  2. Final Acceptance – The Liquidated Damages reduction to the Contract Price for failure to reach Final Acceptance for the Project is **Two Hundred and Fifty (\$250) per day** for each additional working day required to properly complete the work in excess of the established contractual date for achieving Project Final Acceptance.

### **4.3 WORK PROGRESS**

- A. The Contractor shall be required to:
1. Prosecute the Work diligently with adequate forces;
  2. Plan, coordinate, and layout the Work in advance so as to avoid delay;
  3. Achieve Substantial Completion of the Work and Final Acceptance in accordance with the requirements of Contract Documents; and,
  4. Complete all Contract close out requirements in accordance with all applicable Contract requirements within the time period established by the County in the Certificate of Substantial Completion.

### **4.4 SCHEDULE OF VALUES**

- A. Unless otherwise specified, within fourteen (14) calendar days after the date of Contract Award, the Contractor shall submit to the County a detailed Schedule of Values that identifies the various activities of the Contract Work and their values and quantities, including the overhead and profit for each activity. The Contractor warrants that the values and quantities identified in the approved Schedule of Values shall be used as a basis for establishing unit prices for individual items of work. Payment for Contract Work shall be made only for the actual quantities of work performed or material furnished in accordance with those activities identified in the approved Schedule of Values. **DO NOT SUBMIT THE SCHEDULE OF VALUES WITH BID PROPOSAL.**
- B. The Contractor shall not be entitled to, nor shall the County be required to make, payment for any Contract Work until the Schedule of Values has been accepted by the County.
- C. The County shall review and accept the Schedule of Values or provide the Contractor with a written explanation of why the Schedule of Values was not acceptable. The County shall use reasonable efforts to review the Schedule of Values within fourteen (14) calendar days of the County's receipt of the Contractor's submittal of its Schedule of Values. The County's acceptance of the Schedule of Values shall not relieve the Contractor from its sole responsibility for the accuracy of the Schedule of Values and its compliance with all Contract requirements. The Contractor shall revise the Schedule of Values as necessary to accurately reflect Change Orders.
- D. Each Application for Payment shall include a current status of the Schedule of Values. No Application for Payment will be considered until the current status of the Schedule of Values has been submitted and accepted.

- E. The activities, which the Contractor identifies within its Schedule of Values, shall be specifically referenced within, and conform and be consistent with the activities set forth within the Project Schedule.
- F. See Specification Section 01 2900 – Payment Procedures.

#### **4.5 PROJECT SCHEDULE**

- A. Unless otherwise specified, within fourteen (14) calendar days after Contract Award, the Contractor shall submit to the County a Project Baseline Schedule in accordance with Specification Section 01 3200 – Construction Progress Documentation. Contractor shall not be allowed to mobilize at the Project Site until the aforementioned project schedule has been submitted by the Contractor and accepted by the County.
- B. By reviewing project schedules and providing written comments, the County is not approving or adopting the Contractor’s plan, schedule, means, methods, techniques, sequences, or procedures required to perform the Work. Review and comment by the County of project schedules prepared by the Contractor shall not relieve the Contractor from the sole responsibility for the accuracy of a project schedule, and its compliance with all Contract requirements, and its responsibility to meet all required Contract completion dates. Failure by the County to indicate items on the project schedule that do not conform with the Contract requirements shall not alter or waive the Contract requirements or relieve the Contractor from complying with all Contract requirements.
- C. The Contractor shall not be entitled to, nor shall the County be required to make payment for any Contract Work until the Project Baseline Schedule complies with all Contract requirements.
- D. The Contractor shall schedule the Contract Work so that the Contract Work is completed within the Contract Time. Float in the Project Schedule shall be defined as the period of time measured by the number of working days each non-critical path activity may be delayed before it and its succeeding activities become part of the Critical Path.
- E. The Contractor shall regularly enter the actual progress of the Work and Contract Time extensions approved by the County on the Project Schedule. Updated Project Schedules shall reflect actual progress and completion within the Contract Time and shall be provided to the County with each Application for Payment in format(s) as required by the Contract. Applications for Progress Payments will be considered by the County and the Contractor will not be paid until the Contractor complies with these requirements. The updated Project Schedule shall be used to assist the County in verifying the appropriate payment.

- F. If, in the opinion of the County, the Contractor falls behind in its progress of the Work due to acts or omissions of the Contractor, Subcontractors, and/or Suppliers, the Contractor shall take all necessary steps to improve its progress and bring its progress back in-line with the accepted Project Baseline Schedule, without additional cost to the County. In this circumstance the Contractor shall, as necessary, increase the number of shifts, overtime operations, and/or days of work, both on and off the Project Site, and submit for acceptance any supplementary schedule updates as the County deems necessary to demonstrate how the accepted rate of progress will be regained. Failure of the Contractor to comply with the requirements under these provisions shall be grounds for a determination by the County that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the County may pursue any right it has under the law or the Contract, including but not limited to default termination.

#### **4.6 SUBMITTALS**

- A. Submittals include shop drawings, setting and erection drawings, schedules of materials, product data, samples, certificates and other information prepared for the Work by the Contractor or a Subcontractor as set forth in Specification Section 01 3300 – Submittal Procedures (“Submittals”). The Contractor shall perform no portion of the Work requiring Submittals until the Submittals have been reviewed and returned by the County with one of the following annotations: (1) “no exceptions taken”, (2) “exceptions as noted”, (3) “revise and resubmit”, or (4) “rejected”.
- B. Prior to furnishing the Submittals to the County, the Contractor shall: (1) review all Contractor and Subcontractor Submittals for accuracy, completeness, and compliance with the Contract; (2) coordinate all Submittals with all Contract Work by other trades and with field measurements; and (3) indicate approval on the Submittals as a representation that it has complied with its obligation to review and coordinate Submittals. Where required by law or by the Contract, Submittals shall be stamped by an appropriate licensed professional. Submittals lacking required stamps or evidence of Contractor review and approval will be returned without review by the County for resubmission. Submittals shall be sequentially numbered.
- C. When submitting information, the Contractor shall identify and state reasons for any alteration, variation, addition, deviation, or omission from the Contract. The Contractor shall not perform work that alters, varies, adds, deviates, or omits Work without prior specific written acceptance by the County.
- D. The Contractor shall provide Submittals with reasonable promptness and in such sequence as to facilitate the timely completion of the Contract. The Contractor shall prepare and keep current, for review by the County, a

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schedule of Submittals which is coordinated with the Contractor's Project Schedule and allows the County the specified time for review.

- E. The County shall review the Contractor's Submittals and respond in writing with reasonable promptness within the review timeframes specified in Specification Section 01 3300 – Submittal Procedures so as not to unreasonably delay the progress of the Work. Unless otherwise agreed, no delay to the Contractor's Work shall be attributable to the failure by the County to respond to a Submittal until twenty (20) days after the Submittal is received by the County, and then only if failure by the County to respond is unreasonable and affects the Contract completion date.
- F. If the Contractor is required to resubmit a Submittal, any revisions on resubmittals shall be specifically identified in writing and the resubmitted Submittal shall be sequentially alpha denoted and note revisions in numerical order. The cost of the review of the initial Submittal and the first revised Submittals shall be borne by the County. The costs for all additional revised Submittals shall be charged to the Contractor. The cost of review shall include, without limitation, administrative, design, and engineering activities directly related to review of Submittals. The County may deduct these costs from any amounts due to the Contractor.
- G. The County shall review the Contractor's Submittals only for conformance with the design of the Work and compliance with the Contract. Review of the Submittals are not conducted to verify the accuracy of dimensions, quantities, or calculations, the performance of materials, systems, or equipment, or construction means, methods, techniques, sequences, or procedures, all of which remain the Contractor's responsibility. Failure by the County to take exception to a Submittal shall not relieve the Contractor from any duty, including its responsibility for errors or omissions in Submittals, its duty to make Submittals and duty to perform the Work according to the requirements of the Contract. The County's review of a Submittal shall not alter or waive the requirements of the Contract unless the County has issued prior written approval of such change or alteration of the Contract requirements.
- H. The Contractor's failure to identify any error, deviation, or omission and subsequent acceptance of the Submittal by the County shall not relieve the Contractor from complying with the Contract requirements.

#### **4.7 REQUESTS FOR INFORMATION**

- A. If the Contractor determines that some portions of the drawings, specifications or other Contract Documents require clarification or interpretation by the County because of an apparent error, inconsistency, omission, or lack of clarity in the Contract, the Contractor shall promptly submit a Request for Information (RFI) and, unless otherwise directed, shall not proceed with the affected Work until the County has responded to the RFI. The Contractor shall

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plan its work in an efficient manner so as to allow for timely responses to RFIs.

- B. RFIs shall only be submitted by the Contractor on a RFI form provided by the County or in a form acceptable to the County (See Specification Section 01 3100 – Project Management and Coordination). The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed by the County. In the RFI the Contractor shall set forth its own interpretation or understanding of the requirement along with reasons why it reached such an understanding.
- C. The County will review RFIs to determine whether they meet the requirements identified above in Paragraph B to qualify as an RFI. If the County determines that the document is not an RFI it will be returned to the Contractor unreviewed as to content. When appropriate the Contractor may resubmit the RFI on the proper form, with all required information and in the proper manner.
- D. The County shall respond in writing with reasonable promptness to Contractor's RFI.
  - 1. At the request of the County, the Contractor shall prioritize its RFIs, identify a date by which the Contractor prefers the RFI be answered, and reasons for such priority.
  - 2. If the Contractor submits a RFI on an activity less than thirty (30) days prior to the commencement of that activity, the Contractor shall not be entitled to any time extension or adjustment in Contract Price due to the time it takes the County to respond to the RFI provided that the County responds within thirty (30) days. No delay to the Contractor's work or damages to the Contractor shall be attributable to the failure by the County to respond to the RFI until thirty (30) days after the County's receipt of the RFI, and then only if failure by the County to respond is unreasonable and affects the Contract completion date.
- E. The County's response to a RFI shall not be considered a change to the Contract requirements. To the extent the Contractor believes that the County's response to the RFI constitutes changed work impacting Contract Price or Contract Time, the Contractor shall submit a Contractor's Request For Change Order to the County (See Specification Section 01 3100 – Project Management and Coordination).

#### **4.8 TESTS, INSPECTIONS, AND ACCESS TO THE WORK**

- A. The Contractor shall document and maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract. The Contractor shall maintain all documentation related to testing and

inspection and make such documentation available to the County at its request. Contractor shall be responsible for inspection and quality assurance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the County, or with the appropriate authority. If any governmental, regulatory, or permitting authority requires any portion of the Work to be inspected, tested, or approved, the Contractor shall make all arrangements for and cooperate with such inspections, tests, and approvals so as not to delay completion of the Contract Work. Unless otherwise noted, the Contractor shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the County at least two (2) days Notice of: (1) when the work is ready to be tested and inspected and (2) when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to the County upon request.

- B. The Contractor shall cooperate with the County in the performance of any tests and inspections of the Work. The Contractor has the duty to coordinate all tests and inspections in a manner, which does not negatively impact Contractor's compliance with the Contract.
- C. If any Work required to be inspected, tested, or approved is covered without such inspection, testing or approval being obtained, it must, if requested by the County, be uncovered for observation, and such uncovering shall be at Contractor's expense.
- D. Upon request by the County any Work, not otherwise required to be inspected or tested, shall be uncovered by the Contractor. If the Work is found to comply with the Contract or if any non-compliance was not caused by the Contractor, Subcontractor, or Supplier, the County will (1) pay the costs of testing and inspection; (2) pay the costs associated with the uncovering and recovering of the Work; and (3) adjust the Contract Time to the extent the inspection and repair impacted the Project Schedule and delayed completion of the Work, otherwise the Contractor shall bear such costs as well as all costs or correction and the Contractor shall not be entitled to an adjustment in Contract Time.
- E. The County may, at any reasonable time and at its own cost, conduct inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract. The County shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract. The County inspection and tests are for the sole benefit of the County and do not:
  - 1. Constitute or imply acceptance;
  - 2. Relieve Contractor of responsibility for providing adequate quality control measures;

3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
  4. Relieve Contractor of its responsibility to comply with the requirements of the Contract; or,
  5. Impair the County's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- A. Neither observations by an inspector retained by the County or part of County staff, the presence or absence of such inspector on the Project Site, nor inspections, tests, or approvals by others, shall relieve the Contractor from any requirement of the Contract. Inspectors are not authorized to change any term or condition of the Contract.
  - B. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by the County. The County may charge Contractor any additional cost of inspection or testing, or when prior rejection makes re-inspection or retest necessary. The County shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

#### **4.9 CORRECTION OF WORK OR DAMAGED PROPERTY**

- A. If material, equipment, workmanship, or Work proposed for, or incorporated into the Work, does not meet the Contract requirements or fails to perform satisfactorily, the County shall have the right to reject such Work by giving the Contractor written Notice that such Work is either defective or non-conforming.
  1. The County, at its option, shall require the Contractor, within a designated time period as set forth by the County, to either
    - a. Promptly repair, replace or correct all Work not performed in accordance with the Contract at no cost to the County; or
    - b. Provide a suitable corrective action plan at no cost to the County.
  2. Once the corrective action plan is reviewed and returned by the County with the annotation "no exception taken" or "exceptions as noted" by the County, the Contractor shall implement the corrective action plan.
    - a. Review and providing comments on the corrective action plan is not an acknowledgement by the County that such plan is adequate to remedy the defective or non-conforming work.
    - b. If the corrective action plan does not remedy the defective or non-conforming Work, the Contractor shall remain responsible for remedying of the defective or non-conforming Work to the County's satisfaction.
  3. The Contractor shall also be responsible for all repairs to any property and work damaged by the Contractor.



4. Under no circumstances shall the Contractor be entitled to additional time or money for the correction of defective or non-conforming work or for the repair of damaged property. The County shall not be responsible for any costs to prepare corrective action plans, correct work or repair damaged property.
- B. If the Contractor does not repair, replace or correct and/or remove defective or non-conforming Work or repair damaged property as required by the County, the County or County's designee may repair, replace or correct and/or remove it and deduct the cost of such effort from any payment due to the Contractor.
    1. Under this provision, the County reserves the right to make use of the Contractor's plant and equipment for this repair, replacement, correction or removed Work. If the remaining payments due to the Contractor are not sufficient to cover the County's cost of remedying the defective or non-conforming Work, the Contractor shall pay the difference to the County.
  - C. The County may elect to retain work if the County determines that such defective or non-conforming work is not of sufficient magnitude or importance to make the work dangerous or undesirable or that removal of such work is impractical or will create conditions, which are dangerous or undesirable.
    1. Just and reasonable value for such defective or non-conforming work will be determined by the County and appropriate deductions will be made in the payments due or to become due to the Contractor.
    2. The County's exercise of the rights under this provision shall be without prejudice to any other remedy the County may have, and shall not constitute a termination of the Contract.
  - D. The Contractor shall be liable for all damages and costs incurred by the County caused by the Contractor's or its Subcontractors' and Suppliers' defective or non-conforming work or workmanship, including but not limited to all special, incidental, or consequential damages incurred by the County. The Contractor agrees to indemnify and hold the County harmless from any personal injury or property damage caused by the Contractor or its Subcontractors defective or non-conforming Work or workmanship.

#### **4.10 SUBSTITUTION OF PRODUCTS AND PROCESSES**

- A. Substitutions requested by the Contractor will be subject to the County's prior written acceptance and at the County's sole discretion.
- B. Requests for substitution must specifically identify:
  1. Material, equipment, and labor costs included in the Contractor's bid associated with the original item to be substituted;
  2. All costs for material, equipment, labor associated with the proposed substitution, including any impact costs;

3. Proposed change to the Contract Price and/or Contract Time; and,
  4. Compatibility with or modification to other systems, parts, equipment or components of the Project and Contract Work.
- C. Contractor shall provide all documentation supporting its request as requested by the County.
- D. All costs of any redesign or modification to other systems, parts, equipment or components of the Project of Contract Work, which result from the substitution, shall be borne by the Contractor.
- E. When the County approves a substitution proposed by the Contractor, the Contractor shall guarantee the substituted article or materials to be equal to, or better than, those originally specified and shall be compatible with all other systems, parts, equipment or components of the Project and Contract Work. The County has the right to order an unaccepted, substituted article removed and replaced without additional cost to the County.
- F. The County has a right to a deductive Change Order if the substituted product or process is less costly than the contractually required product or process.
- G. If the County does not accept the substitution proposal the Contractor shall proceed, without delay or cost to the County, with the Contract Work as originally specified.
- H. See Specification Section 01 6000 – Product Requirements.

#### **4.11 LABOR SURCHARGE**

Attention is directed to the provisions of Section 7.3.1.1.2. of the General Provisions. The labor surcharge percentage to be applied to the regular hourly wages paid as defined in Section 7.3.1.1. shall be ten percent (10%). The labor surcharge percentage to be applied to the overtime hourly wages paid as defined in Section 7.3.1.1. shall be ten percent (10%).

#### **4.12 EQUIPMENT RENTAL**

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

END OF SECTION

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**DETAILED PROVISIONS**

**FOR**

**CLOSURE CONSTRUCTION**

**AT THE**

**MECCA II SANITARY LANDFILL**

**MAY 2020**

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## SECTION 01 1100 SUMMARY OF WORK

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes:
1. Project Information.
  2. Project Description.
  3. Definitions
  4. Work by County and Others
  5. Project Signs
  6. Warranty
  7. Available Information
  8. Project Utility Sources

#### 1.02 PROJECT INFORMATION

- A. Project: Closure Construction at the Mecca II Sanitary Landfill
- B. Project Location: 95250 66<sup>th</sup> Avenue, Mecca, CA 92254 (located within unincorporated Riverside County).
- C. Owner: County of Riverside.
- D. Operator: Riverside County Department of Waste Resources.

#### 1.03 PROJECT DESCRIPTION

- A. General:
1. The descriptions in this Section are not intended to provide or be construed as a complete summary of the Contract Documents. The following only identifies in broad terms the general nature of the Work to be performed by the Contractor and its Subcontractors.
  2. Contractor shall perform and complete all Work in accordance with the requirements set forth in the Contract Documents.
  3. This Section should read as if "Provide and Install" were included at the front of sentences, as applicable.
    - a. Responsibility for the providing and the installing of every element of the Work is borne by the Contractor, unless otherwise noted.
- B. Outline of Work: The work to be performed by Contractor shall conform to the requirements of the General Provisions, Special Provisions, Detailed Provisions, Drawings, and other related documents, and include the furnishing of all labor,

materials, tools, equipment, plant, and services necessary therefore and incidental thereto to complete the Project. The Project will close the Mecca II Sanitary Landfill (Site) in accordance with the Final Closure and Post-Closure Maintenance Plan (Closure Plan) and all applicable federal, state, and local regulations. The approximate nineteen (19)-acre final cover system shall function as the containment system for closure of the waste management area. Final cover system shall consist of a minimum three (3) foot section of compacted engineered fill which includes from bottom to top: a lower layer (aka foundation layer), directly adjacent to refuse materials, that is no less than one (1) foot thick of existing intermediate cover and an upper layer (aka final cover layer) that is no less than two (2) feet thick of compacted processed on-site soil. In addition to the final cover system, associated drainage and erosion control improvements shall be furnished and installed. As indicated in the Contract Documents and in strict conformance with regulatory requirements, the following major features of work shall be performed, including, but not limited to:

- 1) Provide required bonds, insurance and warranties for the project.
- 2) Prepare and submit project specific safety plan.
- 3) Prepare and submit project-specific Storm Water Pollution Prevention Plan (SWPPP) to be included as an appendix to the County's plan for compliance with the General Permit for Storm Water Discharges Associated with Industrial Activities (Order NPDES NO. CAS000001). Implement erosion control and storm water protection measures.
- 4) If applicable, prepare and submit Hazardous Materials Business Emergency Plan (HMBEP). Refer to County of Riverside Ordinance 651 for applicability. Implement hazardous materials controls and cleanup measures throughout the duration of the Project.
- 5) Prepare and submit documents for the purpose of identifying construction planning, scheduling, and administration activities, including, but not limited to the work plan documents indicated in this Section.
- 6) Prepare and submit construction Waste Recycling Plan and implement measures to divert at least 50% (by weight) of waste materials for recycling, reuse, and/or salvage uses.
- 7) Perform field survey, which shall include, but is not limited to: optional survey to verify County-provided survey information, construction layout, staking and verification of utilities, datum verification, construction placement, and completed Work verification survey.
- 8) Provide and maintain temporary facilities, including, but not limited to: temporary utilities, field office, supplies, vehicle barriers, traffic control measures, fencing, project signs, sanitary facilities, hazardous waste management and other means of protecting from safety hazards.
- 9) Provide environmental controls to mitigate against soil erosion and sediment, dust, odor, contaminated surface water runoff, pest, and noise.
- 10) Develop an off-site source for construction water.

- 11) Mobilize and stage construction equipment.
- 12) Demolish and dispose/recycle existing reinforced-concrete structures (feebooth and secondary containment structures), asphalt-concrete drains, low-density polyethylene (LDPE) drains, concrete-filled steel bollards, grouted rip-rap, chain-link fence and gates.
- 13) Provide temporary K-Rails with mounted chain-link fence and portable chain-link fencing to secure the perimeter.
- 14) Decommission and remove site electrical service power poles.
- 15) Elevation adjustment of existing groundwater monitoring wells and gas probes.
- 16) Construction of a final cover system including, but not limited to clearing, grubbing, subgrade preparation, excavation, overexcavation, hauling, soil processing, and placement of engineered fill material. Field survey the top of the final closure cap to ensure proper thickness is constructed. Furnish and install soil erosion monuments.
- 17) Construction of a drainage system and associated features including, but not limited to reinforced-concrete structures, grouted rip-rap energy dissipater, earthen berms and placement of crushed miscellaneous base for roadways.
- 18) Construction of a soil material stockpile for use during the post-closure maintenance period.
- 19) Construction of permanent erosion control best management practices (BMPs).
- 20) Furnish and install chain-link fencing and gate to secure the perimeter.
- 21) Clean-up site and demobilize equipment.

#### 1.04 DEFINITIONS

- A. Throughout these Detailed Provisions certain terms are capitalized. Capitalized terms have the definitions assigned to them in the Detailed Provisions. Definitions of terms will be found throughout these Detailed Provisions. There is no central location for defined terms.
1. “**Addendum**” or “**Addenda**” means alteration or clarification of the plans or specifications provided to bidders by the County prior to bid time, which becomes part of the Contract Documents when the Contract is executed.
  2. “**ASTM Specifications**” the latest revised specifications or tentative specifications of the American Society for Testing and Materials.
  3. “**Basis of Design**” indicates project is based on specified equipment and equipment from other manufacturers may require, at a minimum, revisions to the Project Drawings and/or Detailed Provisions for surrounding infrastructure.

4. **“Cap”** general term for the landfill final cover system, a engineered alternative cover consisting of subgrade preparation of the existing cover material and placement of two (2) foot thick layer of engineered fill material.
5. **“Claim”** means a written demand by the Contractor seeking (1) a change to Contract Price; (2) a change of Contract Time; (3) a payment of money or damages; and/or, (4) any other relief arising out of or relating to this Contract.
6. **“Change Order”** means a written instrument designated to be a Change Order which alters the Contract, and identifies the following: (1) a change in the Work; (2) a change in Contract Price; and/or (3) a change in Contract Time.
7. **“Change Proposal”** means a document prepared by the Contractor at the request of the County, which proposes changes to the Work and/or changes to the Contract Price and/or Contract Time. County initiates all requests for Change Proposals.
8. **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the County and the Contractor for the performance of the Work. The Contract Documents include, but not limited to the following:
  - a. Signed agreement between County and the Contractor;
  - b. General Provisions;
  - c. Special Provisions;
  - d. Detailed Provisions (Divisions 1 through 33);
  - e. Project Drawings;
  - f. Appendices;
  - g. Addenda; and
  - h. Any Change Orders.
9. **“Contract Award”** or **“Contract Execution”** occurs when the County Board of Supervisors or their designee signs the Contract, which shall only occur after the Contractor signs the Contract.
10. **“Contract Price”** means the total amount payable by the County to the Contractor for performance of the Work in accordance with the Contract.
11. **“Contractor’s Representative”** is the individual who has authority to obligate the Contractor and is identified in the Agreement.
12. **“Contract Time”** means the number of days or the specific date set forth in the Contract to achieve Substantial Completion of the Work.
13. **“Contract Work”** or **“Work”** refers to the labor, materials, equipment, supplies, services, other items, and requirements of the Contract necessary for the execution, completion and performance of all work within the Contract by the Contractor to the satisfaction of the County.
14. **“Contractor”** means the individual, associations, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County to do the Contract Work.

15. “**Contractor’s Surveyor**” is responsible to perform horizontal and vertical control of the actual construction, based on benchmarks established by County’s Surveyor.
16. “**County of Riverside**” or “Riverside County Department of Waste Resources” or “County” or “Owner” may be used interchangeably.
17. “**County’s Surveyor**” representing the County shall establish reference benchmarks for construction. County’s Surveyor shall also perform surveys to check line, grade, and calculate volumes, as required.
18. “**Critical Path**” is the longest, continuous sequence of interrelated activities that begin at the start of the Project (Notice to Proceed) and extends to Substantial Completion of the Project. These activities are critical because delay to an activity on this path will extend Contract Time.
19. “**Cubic Yard**” – Unless otherwise specified in these Detailed Provisions, where the term cubic yard appears it shall mean bank(bulk) volume in the case of excavation; and compacted volume yielding the specified relative compaction, moisture content, and hydraulic conductivity, if required, in the case of engineered fill.
20. “**Day**” means calendar day, unless otherwise specified.
21. “**Field Directive**” is a document prepared by the County directing the Contractor to proceed promptly with specific work and shall not, in and of itself, constitute a Change Order of entitlement to an adjustment in Contract Time and/or Contract Price.
22. “**Final Acceptance**” and/or “**Completion**” is written acceptance of the Project by the County.
23. “**Force Majeure**” means an event that is unforeseeable at the time of Contract Award and that is beyond the reasonable control of the Contractor and County and is limited to:
  - a. Natural Disaster declared by Governor of California or President of the United States, including, but not limited to earthquakes;
  - b. Acts or omissions of any government entity acting within its governmental capacity;
  - c. Fire and/or flood (resulting from storm event of 100-year, 24-hour or greater) for which Contractor or its Subcontractors is not responsible;
  - d. Quarantine or epidemic; and,
  - e. Strike or defensive lockout.
24. “**Hazardous Material**” means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county,

or municipal statutes or laws and regulations promulgated thereunder, now or at any time hereafter in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act (RCRA), the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, and the Model Toxics Control Act, or similar state or local statute, as the laws have been amended and supplemented.

25. **“LEA”** Local Enforcement Agency: Riverside County Department of Environmental Health.
26. **“Notice”** means a written document issued by the County or Contractor which is submitted to the other party and delivered by:
  - a. Depositing in the U.S. Mail (or other method of commercial express mail), which notice shall be effective on the date of receipt;
  - b. Service on the Parties’ representative or at the Contractor’s home office or field office, which notice shall be effective on the date of service; or,
  - c. Facsimile to the Parties’ representative or Contractor’s home office or field office, which notice shall be effective upon receipt.
27. **“Notice to Proceed”** is a written directive issued by the County authorizing the Contractor to perform some or all of the Work.
28. **“Parties”** refers to the Contractor and County of Riverside.
29. **“Plans”** or **“Project Drawings”** are the drawings provided by the County in the Contract Documents that were specifically prepared for this project.
30. **“Project”** refers to all activity relative to this Contract including activity of the Contractor, its Subcontractors, and the County.
31. **“Project Manager”** is the designated representative of the County responsible for the project.
32. **“Quality Assurance (QA)”** consists of inspection and selected testing of the final completed product in order to provide the County an evaluation of whether the end product is of specified quality of materials and workmanship.
33. **“Quality Control (QC)”** consists of monitoring, observing, inspecting, and performing selected tests during construction which can assist the Contractor in producing the quality product that is required.
34. **“QA/QC Consultant”** team of inspection professional with single authority in overseeing the QA/QC programs.
35. **“QA/QC Manager”** registered civil or certified engineering geologist overseeing QA/QC coordination, review, construction observation, sampling, testing, and reporting activities.
36. **“QA/QC Monitor”** QA/QC Manager on-site representative responsible for monitoring, inspection, and documenting all construction operations.

37. “**Request for Change**” means a document, designated as a Request for a Change, prepared by the Contractor requesting either (1) a change in Contract Price; (2) a change in Contract Time; (3) a change in Contract Work; (4) a payment of money or damages; and/or, (5) any other relief arising out of or relating to this Contract.
38. “**Request for Information**” is a request from the Contractor to the County seeking an interpretation of a clarification of some requirement of the Contract Documents.
39. “**Resident Engineer**” will serve as the Project Manager’s on-site representative. All coordination, reporting, and issues related to non-compliance will be directed to the Project Manager through the Resident Engineer. In addition, the Resident Engineer will participate with the Project Manager in all decisions related to design issues which arise during the course of construction.
40. “**Riverside County**” or “**Riverside County Department of Waste Resources**” or “**County**” or “**Owner**” may be used interchangeably and refers to the County of Riverside, organized as a General Law County under the provision of the California Government Code.
41. “**Site**” or “**Project Site**” shall be understood to refer to the location at which construction, equipment or services furnished by the Contractor under the Contract will be performed, completed and/or delivered.
42. “**Standard Drawings**” unless otherwise noted, the Standard Drawings shall be those of the Riverside County Flood Control and Water Conservation District, Riverside County Transportation Department and Standard Plans of the State Department of Transportation (Caltrans).
43. “**Standard Specifications**” is a direct reference to the publication “Standard Specifications for Public Works Construction”, latest edition, written and promulgated by the Joint Cooperative Committee of the Southern California Chapter American Public Works Association and Southern California Departments Associated General Contractors of California. This publication is also known as the “Green Book”.
44. “**State Standard Specifications**” are the Standard Specifications of the State of California, Department of Transportation, latest edition.
45. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When the County refers to Subcontractor(s) in this document, for purposes of this document and unless otherwise stated herein, the term Subcontractor(s) includes, at every level and/or tier, all subcontractors and sub-consultants.
46. “**Supplier(s)**” The term Supplier(s) shall mean any person or firm who is not performing work or supplying labor on Site and is engaged in the business of supplying a manufactured product or resource to the County, Contractor, or Subcontractors. The term Supplier(s) includes materialmen, manufacturers, and fabricators.



47. **“Substantial Completion”** means that stage in the progress of the Work where:
- a. The County has full and unrestricted use and benefit of the Project for the purpose intended;
  - b. All the systems and parts of the Contract Work are functional;
  - c. Utilities are connected and operate normally;
  - d. Only minor incidental work or correction or repair remains to complete all Contract requirements; and,
  - e. At the County’s option, the Contractor has provided all required permits and certificates.
48. **“Testing/Inspection Provider”** to be hired by the County to perform field and laboratory soil and materials testing services. These services may also be provided by the QA/QC Consultant.

## 1.05 WORK BY COUNTY AND OTHERS

### A. Permits:

1. While it is anticipated no buried refuse will be encountered during the Project, the County shall obtain a Rule 1150 Excavation Management Permit in the event refuse excavation is needed.
2. The Contractor shall be responsible for obtaining any and all other required permits necessary for the completion of this Project.

### B. County’s Testing and Inspection Services:

1. As specified in the Contract Documents, the County shall contract with testing and inspection agencies and/or use in-house inspection/testing services to ensure the Contractor is in compliance with the Contract Documents.
2. The County’s testing and inspection agencies provide services for the County exclusively, except as indicated in this Section and in Section 01 4300 – Quality Assurance and Control.
3. Contractor Responsibilities:
  - a. The Contractor is required to perform, at no additional cost to the County, their own quality control program, including testing, inspection, and special inspections, as necessary to verify compliance with Contract Documents including source quality control testing as specified in Section 01 4300 – Quality Assurance and Control.
    - 1) The Contractor is prohibited from employing the same testing and inspection agency or agencies employed by the County.
  - b. The Contractor shall be responsible for costs for testing of Work that is subject to corrective action or that was otherwise untested, not observed or other problems attributable to the Contractor’s performance of the Work.

- c. The Contractor shall pay for additional testing above and beyond that required by the Contract Documents to facilitate the performance of its means and methods.

**1.06 PROJECT SIGN**

- A. The Contractor shall furnish and install two (2) project signs at locations designated by the County. The signs shall be four (4) feet high by four (4) feet wide made of ¾-inch thick exterior grade plywood or other approved material. Signs shall be installed on 4”x4” x 12’ posts, with posts embedded five (5) feet in solid ground. The sign shall include:
  - 1. Project Title: “Closure Construction at the Mecca II Sanitary Landfill”
  - 2. Contractor Information:
    - a. Company Name
    - b. Company Phone Number
    - c. Contractor Representative’s Name
  - 3. Project Owner:
    - a. “County of Riverside”
  - 4. Operator Information:
    - a. “Riverside County Department of Waste Resources”
    - b. Phone Number: “951-486-3200”
  - 5. Sign may include Contractor’s logo and shall include the following color logos:



- B. Signs shall be erected as soon as possible and within fifteen (15) days after the issuance of the Notice to Proceed.

**1.07 WARRANTY**

- A. The Work shall be warranted in accordance with the General Provisions and Detailed Provisions Section 01 7700 – Closeout Procedures.
- B. Warranty bond will be required from the Contractor.

## **1.08 AVAILABLE INFORMATION**

### **A. The following documents are designated Available Information:**

1. Geotechnical Reports:
  - a. Alternative Final Cover Design Report, Mecca II Sanitary Landfill, Prepared by Geo-Logic Associates for Riverside County Department of Waste Resources, May 2017.
2. Storm Water Pollution Prevention Plans:
  - a. National Pollutant Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP) for the Mecca II Sanitary Landfill, June 2015.

### **B. Geotechnical Available Information:**

1. County has referred to reports prepared by Geo-Logic Associates which are designated in Paragraph 1.08A as Available Information documents.
2. The geotechnical reports are not intended as the County's representation of geotechnical conditions, except for those conditions at the specific times and locations of the investigations.
3. County does not warrant and specifically disclaims responsibility for the interpretation by Contractor of such geotechnical information.

## **1.09 PROJECT UTILITY SOURCES**

### **A. Water Supply:**

1. The Contractor shall make arrangements for obtaining a water supply for the project and provide all labor and equipment to collect, load, transport, apply, and dispose water as necessary for dust control, excavation, grading, and other project purposes. Water shall be clean and free from objectionable deleterious amounts of acids, alkalis, salts, or organic materials. Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.
  - a. The nearest municipal potable water source is located off-site approximately 3-miles to the west of the Site, near the intersection of 66th Avenue and Johnson Street. The Coachella Canal is the nearest non-potable water source located on the eastern portion of the Site property. The municipal water service provider for this area is the Coachella Valley Municipal Water District (CVMWD). All costs associated with procuring and conveying water from the source to the Project Location shall be the Contractor's responsibility.
  - b. Please see Section 3.02B of Detailed Provision 01 5000 – Temporary Facilities and Controls for more information regarding water supply.

### **B. Fire Protection Service:**

1. Contractor shall make provisions for fire protection for its operations utilizing portable firefighting equipment.

C. Electrical Power:

1. Contractor shall provide power during construction operations using engine generators certified for use by the California Air Resources Board (CARB).

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION 01 1100

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**SPECIFICATIONS – DETAILED PROVISIONS**  
**SECTION 01 1400: WORK RESTRICTIONS**  
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## SECTION 01 1400 WORK RESTRICTIONS

### PART 1 GENERAL

#### 1.01 SUMMARY

A. Section includes:

1. Access and use of site.
2. Allowed working days and hours.
3. Equipment staging and material storage areas.
4. Protection of existing facilities and landfill operations.

#### 1.02 DEFINITIONS

A. Limits of Construction:

1. The boundary beyond which no construction is allowed.
2. The Limits of Construction are as indicated on the Project Drawings.

B. Staging Areas:

1. Those areas where the Contractor and its subcontractors and suppliers shall store and stage all equipment, offices, parking, materials and supplies to perform and complete the Work under this Contract.

#### 1.03 ACCESS AND USE OF SITE

A. General:

1. Contractor shall have full use of Project Site, defined as the Limits of Construction, for construction operations during construction period. County will inform the Contractor of areas that are essential for County operations which shall not be disturbed, blocked, or impacted by the construction efforts.
  - a. Full cooperation of the Contractor and its forces is required to assure safe working conditions. Therefore, it is necessary to emphasize that the County will have full authority to eject any of the Contractor's employees or subcontractors employees who do not immediately abide by the landfill site rules (See Appendix A – Landfill Site Safety Rules) or the directions of the County.

B. Access to the Site:

1. The Contractor shall only enter and exit the Site as directed by the County.
2. The Contractor shall mobilize all equipment and trucks only through construction access routes approved by the County.
3. Observe all landfill safety rules (See Appendix A – Landfill Site Safety Rules). Contractor shall adhere to the posted speed limits within the landfill site.



4. Contractor vehicles and equipment shall yield right of way to all County staff and visitor traffic.
- C. Use of Site:
1. Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which Work is indicated:
    - a. Roadways and Entrances: Keep roadways and entrances serving premises clear and available to the County and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  2. The Contractor shall coordinate Contractor Entrance gate security with the County, including Contractor provision for adding locks and chains.

#### **1.04 WORK DAYS AND HOURS**

- A. Work days hours may be between 7:00 AM to 6:00 PM, Monday through Friday, unless otherwise approved in writing by the County.
1. Eight (8) hours shall constitute a standard work day. Five days, Monday through Friday, shall constitute a standard work week. Standard shift workday shall be worked between the hours of 7:00 AM to 3:30 PM Monday through Friday with one-half hour unpaid lunch period. The Contractor may vary the start time to take advantage of daylight hours, weather conditions or shifts, to permit an even and manageable workflow. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.
  2. Contractor may elect to work a four ten-hour day schedule (“4/10”), Monday through Thursday. Ten (10) hours, between 7:00 AM and 5:30 PM, shall constitute a workday on a 4/10 schedule. Any 4/10 schedule must be worked for a minimum of two (2) weeks and must be approved by the County prior to start of schedule.
  3. The Contractor and their Subcontractors will schedule an unpaid meal period of not more than one-half hour duration at the work location approximately at the midpoint of the scheduled work shift.
  4. Work activities that require inspection by any other agencies other than the County, shall be scheduled and coordinated by the Contractor for the hours between 8:00 AM to 4:00 PM on weekdays, unless prior approval from the affected agency is obtained in advance.
  5. Work outside the daily hours of 7:00 AM to 6:00 PM weekdays and work on Saturday and Sunday shall be subject to the County’s approval. County approval shall be contingent upon Contractor agreeing to reimburse the County for costs to provide construction management, observation, inspection, and testing services outside the allowable work days and hours.
- B. The following days have been designated by the County as holidays:
1. Last Monday in May – Memorial Day
  2. Independence Day

3. First Monday in September – Labor Day
4. Columbus Day
5. Veterans Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day
9. New Year’s Day
10. Third Monday in January – Martin Luther King, Jr
11. Lincoln’s Birthday
12. Third Monday in February – Washington’s Birthday
13. For a holiday that falls on a Saturday, both the Saturday and the preceding Friday shall be considered legal holidays. For a holiday that falls on a Sunday, both the Sunday and following Monday shall be considered legal holidays.
14. The Contractor shall not be permitted to work on days designated by the County as holidays unless the Contractor submits a written request to work and the request is approved in writing by the County. All Contractor requests to work on designated holidays shall be submitted at least seven (7) days prior to the requested date(s).

## **1.05 EQUIPMENT STAGING AND MATERIAL STORAGE AREAS**

### **A. Locations:**

1. The Contractor is responsible to identify the staging and material storage areas within the specified Limits of Construction.
  2. Staging areas are for the Contractor’s own use in staging equipment, trucks, work trailers, materials and other work.
- B.** Contractor’s use of the staging and storage areas shall not disrupt or interfere with access to the landfill.
- C.** Do not utilize the landfill entrance road for unloading, staging and storage of any items, materials, and equipment.
- D.** Staging areas shall be accessible to the County so that it may verify the presence and condition of equipment being stored. The Contractor shall confine equipment and maintain construction operations within limits indicated by applicable laws, ordinances, permits, and as outlined by the County.
- E.** The maximum allowable time equipment units shall remain on site, in a condition that makes it incapable of performing its designed function, shall be five (5) working days. Any equipment needing further maintenance shall be moved off site for repairs, at the full expense of the Contractor. Equipment no longer needed shall also be remove within five (5) working days of its last use.

- F. All imported materials shall be stored in the designated area, unless the Contractor obtains the County's written approval for an additional area. All imported materials to be used in construction shall be unloaded, stored, and handled in accordance with manufacturer and supplier recommendations to prevent damage to the materials.
- G. When delivery of a material occurs, the Contractor shall promptly observe shipments to assure that the material complies with requirements, that quantities are correct, and that the material is undamaged. The Contractor shall take full responsibility for any delay caused by a supplier or manufacturer.
- H. The storage area shall be accessible to the County, so that it may observe, verify, and document the presence and condition of materials being stored.
- I. Contractor shall protect materials from sun, rain, mud, soil, and debris and as stated by the manufacturer(s). Care shall be taken to protect manufactured materials against damage from misuse, mishandling, or accident. The Contractor shall store materials and maintain construction operations within limits indicated by applicable laws, ordinances, and permits as outlined by the County. Care shall be exercised to avoid blocking roads, interfering with County operations, or presenting a hazard to County personnel and equipment, or to the public.
- J. Contractor shall assume full responsibility for any theft or vandalism occurring to the Contractor's equipment, tools, materials, supplies, and construction (prior to final acceptance of the entire Project by the County), and shall take appropriate measures necessary to eliminate their occurrences. It is highly recommended to obtain security services for equipment and materials to prevent theft and vandalism while the site is unattended.

**1.06 PROTECTION OF EXISTING FACILITIES AND ADJACENT LANDFILL OPERATIONS**

- A. All construction work relating to the Project shall not impede or disrupt landfill monitoring and maintenance activities. Contractor shall take all necessary steps to plan and execute work so as not to damage or disrupt existing facilities and utilities.
- B. Report any damage to existing facilities and utilities caused by Contractor's operations immediately to the County.
- C. Repair, restore or replace any facilities and/or utilities damaged by Contractor's operations to the satisfaction of the County at no cost to the County.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION 01 1400



**SPECIFICATIONS – DETAILED PROVISIONS**  
**SECTION 01 2900: PAYMENT PROCEDURES**  
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## SECTION 01 2900 PAYMENT PROCEDURES

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes the following:
1. Progress payments.
  2. Example Schedule of Values.
  3. Liquidated Damages.
  4. Basis and Measurement of Payment Quantities
  5. Progress payment supporting materials.
  6. Conditions necessary for payment.
  7. Resubmittal of progress payment applications.

#### 1.02 DEFINITIONS

- A. Cubic Yard – Unless otherwise specified in these Detailed Provisions, where the term cubic yard appears it shall mean bank (bulk) volume in the case of excavation; and compacted volume yielding the specified relative compaction, moisture content, and hydraulic conductivity, if required, in the case of engineered fill.
- B. Linear Feet (LF) - shall be measured along the horizontal length of the centerline of the installed material, unless otherwise specified. Pipe/conduit shall be measured along the length of the completed pipeline/conduit, regardless of the type of joint required, without deduction for the length of valves or fittings. Pipe/conduit included within the limits of lump sum items will not be measured.
- C. Lump Sum (LS) – A fixed contract price for completion of defined scope of work.
- D. Schedule of Values - Establishes unit prices for individual items of work. Will be the basis for payment of contract work and will be used to establish payment for any “extra work” i.e., work requested which is beyond the scope of the original contract.
- E. Square Feet (SF) –Area of a square with sides of 1 foot. Quantities shall be calculated to the nearest square foot of true (i.e. including slope surface area) area.

#### 1.03 SCHEDULE OF VALUES

- A. Submit the Schedule of Values no later than fourteen (14) calendar days following issuance of Notice of Intent to Award. **DO NOT SUBMIT THE SCHEDULE OF VALUES WITH BID PROPOSAL.**
- B. Submit corrected Schedule of Values within ten (10) calendar days upon receipt of reviewed or rejected Schedule of Values for approval by the County.
- C. Upon request, support prices with data which will substantiate their correctness.

- D. The County reserves the right to delete any item included in the approved Schedule of Values and decrease the Contract Price by the scheduled amount for the item deleted.
- E. The County reserves the right to increase or decrease quantities of any item included in the approved Schedule of Values and increase or decrease the Contract Price by the scheduled amount.
- F. Software: Microsoft Excel 2010 or more recent; no other software will be permitted.
- G. Format:
  - 1. Develop a Schedule of Values format acceptable to the County, and that provides an effective tool for establishing monthly progress amounts and calculating earned value by the County.
  - 2. In general, indicate work in the same Work Breakdown Structure used for the Project Baseline Schedule and further divided among the project milestones.
  - 3. An example Schedule of Values format is included at the end of this Section only to provide a starting point for development of a practical and efficient Schedule of Values. The County may request additional detail as necessary to adequately represent the Work. The Contractor may provide an additional breakdown of any items listed in the example. The Contractor shall verify and revise if necessary, all quantities and items of work prior to submittal.
  - 4. Allocate costs to the Schedule of Values items consistent with the scope of work associated with the line item.
    - a. Breakdown costs, itemized by Detailed Provisions Section and trade, and distribute cost to individual applicable cost items.
    - b. Where structures, units, equipment or other components are identified by a specific series or, identification number, utilize said designation throughout Schedule of Values.
- H. Prorate overhead and profit to the activities.
  - 1. Each item in the Schedule of Values, and Applications for Payment, are to be complete, including its proportional share of supervision, overhead and profit margin.
- I. Updates of the Schedule of Values:
  - 1. Provide coordinated Schedule of Values accompanying each Application for Payment, including approved Changes, for review and approval by the Contractor.
  - 2. Show Change Orders as individual items.

#### **1.04 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES**

- A. It is the Contractor's responsibility to measure and compute the quantities of work completed under the terms of the Contract, subject to verification by the County. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values must be used.

- B. The Contract Price shall cover the Work required by the Contract Documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the Contractor's Bid Proposal and broken down into further detail in the approved Schedule of Values.
- C. All estimated quantities stipulated in the Contract Documents (Contractor's Proposal, example of schedule of values, etc.) are approximate and are to be used only for the purpose of comparing the bids submitted for the Work and as a basis for determining an initial Contract Price. The actual amounts of Work completed and materials furnished under unit cost items may differ from the estimated quantities. The County does not expressly or by implication represent that the actual quantities involved will correspond exactly to the quantities provided by the County in the Contractor's Proposal or example of Schedule of Values; nor shall the Contractor plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the Work. Payment to the Contractor will be made only for the actual quantities of work performed or material furnished in accordance with the Project Drawings and Detailed Provisions, and it is understood that the quantities may be increased or decreased as provided in Section 2.6 – Alterations of the General Provisions. The Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise because of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.
- D. Methods of Measurement:
1. Units of measurement shall be defined in general terms as follows:
    - a. Linear Feet (LF)
    - b. Square Feet (SF)
    - c. Square Yards (SY)
    - d. Cubic Yards (CY)
    - e. Each (EA)
    - f. Lump Sum (LS)
    - g. Acres (AC)
    - h. Tons (T)
  2. Unit Cost Items:
    - a. Linear Feet (LF) shall be measured along the horizontal length of the centerline of the installed material, unless otherwise specified. Pipe/conduit shall be measured along the length of the completed pipeline/conduit, regardless of the type of joint required, without deduction for the length of valves or fittings. Pipe included within the limits of lump sum items will not be measured.



- b. Square Feet (SF), Square Yards (SY), Cubic Yards (CY), Each (EA), Acres (AC) and Tons (T) shall be measured as the amount of the unit of measure installed and compacted within the limits specified and shown in the Project Drawings and Detailed Provisions. True area shall be determined by using surveying methods to measure slope angles and elevations. Contractor shall provide supporting documentation (i.e. drawings, delivery tickets, invoices, survey calculations, etc.) to verify actual installed quantities. Unless otherwise specified in these Detailed Provisions, where the term cubic yard appears it shall mean bank (bulk) volume in the case of excavation; and compacted volume yielding the specified relative compaction, moisture content, and hydraulic conductivity, if required, in the case of engineered fill.
  - c. Payment for work will be based on the approved Schedule of Values per unit of measurement based upon the actual quantities of work measured upon completion. Estimated quantities provided in the Contract Documents are for bidding purposes only, and the County does not express or imply that the actual amount of the work or materials will correspond to the estimated quantities.
  - d. Unit costs shall include all services, obligations, responsibilities, labor, materials, devices, equipment, royalties and license fees, supervision, temporary facilities, clean up, traffic control, survey, field offices, close out, overhead and profit, connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work in accordance with the Contract Documents.
3. Lump Sum Items:
- a. The County reserves the right to delete any item included in the Schedule of Values and decrease the Contract Price by the scheduled amount for the item deleted.
  - b. Adjustments to lump sum costs provided in the accepted Schedule of Values may be made only by Change Order.
  - c. Progress payments for each individual lump sum item will be processed on a percentage of completion basis as estimated by the Contractor and approved by the County. In instances where the line item must be performed over the life of the Project (such as Dust Control, SWPPP Implementation, Traffic Control, etc.), the line item payment made will be based on the percentage completion of the project multiplied by the item lump sum. Percentage completion of the project will be based on the percentage of the construction price approved to date.
4. Specific Cost Items:
- a. Earthwork:
    - 1) Unless otherwise stated, the final measurement of all earthwork quantities shall be calculated to the nearest cubic yard (CY) based upon comparison of pre-construction and post-construction surveyed surfaces of the project work. These surfaces may be established by a combination of conventional ground surveying and photogrammetry of the project work areas performed

by the County. Unless otherwise stated, the surface for any layer which will be covered by subsequent layers shall be established by ground surveying. Final volumetric calculation of earthwork quantities for payment purposes shall be performed by the County based upon the resulting Digital Terrain Models (DTM) using the grid volume method with a grid interval of five (5) feet by five (5) feet (See Detailed Provisions Section 01 4320 – Surveying). It should be noted that different methods may be used by the County for determining quantities for progress payments. However, the earthwork quantities used for progress payments will be adjusted at the completion of the Work based upon the final measurement method stated in this paragraph.

b. Mobilization:

- 1) For the purposes of this Contract, Mobilization shall mean Contractor has received Notice to Proceed, provided necessary bonds and insurance, installed temporary structures and storage areas, has moved its primary construction equipment on site and is ready to proceed with construction operations. Unless otherwise noted in the Special Provisions, the maximum amount for mobilization shall be no greater than five (5) percent of the Contract Price.
- 2) When five (5) percent of the original Contract Price is earned, from Contract items, excluding amounts due or paid for Materials on Hand, fifty (50) percent of the amount allowed for mobilization will be paid.
- 3) When ten (10) percent of the original Contract Price is earned, from Contract items, excluding amounts due or paid for Materials on Hand, seventy-five (75) percent of the amount allowed for mobilization will be paid.
- 4) When twenty (20) percent of the original Contract Price is earned, from Contract items, excluding amounts due or paid for Materials on Hand, one hundred (100) percent of the amount allowed for mobilization will be paid.
- 5) The County will not pay additional mobilization compensation for a Contract Change Order unless necessary solely for the performance of Contract Change Order work and prior written approval is obtained from the County.

c. Demobilization:

- 1) For the purposes of this Contract, Demobilization shall mean the Contractor has received the Certificate of Substantial Completion, has removed temporary structures and storage areas, has removed its primary construction equipment, performed final clean-up of each Project Location, and no longer has physical presence on the Site. Unless otherwise noted in the Special Provisions, the minimum amount for demobilization shall not be less than one-half (1/2) percent of the Contract Price.

- 2) When the conditions specified above for demobilization have been met one hundred (100) percent of the amount allowed for demobilization will be paid.

## **1.05 LIQUIDATED DAMAGES**

- A. The Liquidated Damage amounts, set forth in this Section, will be assessed for Contractor's failure to achieve completion for the following project milestones:
  1. Project Substantial Completion – The Liquidated Damages reduction to the Contract Price for failure to reach Substantial Completion for the Project is Five Hundred Dollars (\$500) per day for each additional working day required to properly complete the work in excess of the established contractual date for achieving Project Substantial Completion.
  2. Final Acceptance – The Liquidated Damages reduction to the Contract Price for failure to reach Final Acceptance for the Project is Two Hundred and Fifty Dollars (\$250) per day for each additional working day required to properly complete the work in excess of the established contractual date for achieving Project Final Acceptance.

## **1.06 PROGRESS PAYMENTS**

- A. No Progress Payment will be made when, in the judgement of the County, the work is not proceeding in accordance with the provisions of the Contract, or when the total work done since the last Progress Payment amounts to less than one thousand dollars (\$1,000). Unless otherwise agreed to at the Pre-Construction meeting or identified in the Special Provisions, on or about the last day of each month, the Contractor must submit in writing for County review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work through the end of the month. The approved Schedule of Values will be used to prepare a Progress Payment request for the items, or portions of items, of the Work completed during the monthly progress period. After deducting all previous payments, the retention as described in this Detailed Provisions Section and Section 7.5 of the General Provisions, and other withholdings or deductions specified in the Contract Documents, the County will pay the Contractor the balance.
- B. The payment of a Progress Payment or the acceptance of payment by the Contractor does not constitute acceptance of any portion of the Work, and does not reduce the Contractor's liability to replace unsatisfactory work, material, or equipment. An inadvertence or error in an approved Progress Payment request will not release the Contractor or the Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The County has the right to correct any error made in any Progress Payment.
- C. Progress Payment Supporting Materials - the following items are required to be included with Contractor's request for Progress Payment:
  1. Updated current status of the Schedule of Values.

2. Monthly Update Schedule identified in Detailed Provisions Section 01 3200 – Construction Progress Documentation.
3. Paid receipts to support payment for materials on hand.
4. Materials orders.
5. Paid equipment lists and rental agreements.
6. Work Purchased but not Installed:
  - a. Provide separate line items on the Application for Payment.
  - b. Identify the location, and disposition of materials, products, fabrications, and equipment as of the date of the Application for Payment.
  - c. Provide invoices and receipts.
  - d. Provide an insurance certificate or a copy of the bond from the bonded warehouse storing the material.
  - e. Provide photograph documentation.
  - f. Identify exact material; include quantity and measurement unit.

**D. Resubmittal of Progress Payment Applications**

1. Should the County determine an Application for Payment is incomplete, improperly executed, or incorrect, it may be returned to the Contractor for resubmittal.
2. Revise and resubmit in accordance with provisions of this Detailed Provisions Section.
3. Processing of the resubmittal will begin when required revisions have been submitted, and are deemed fully documented for review by the County.
4. Comply with instructions provided by the County identifying required revisions.

**1.07 WITHHOLDING/DENIAL OF PROGRESS PAYMENT REQUEST**

- A. Failure to comply with the requirements of this Section will be cause for delay in review and acceptance of the Application for Payment as defined in the Contract.
- B. The Monthly Update Schedule identified in Detailed Provisions Section 01 3200 – Construction Progress Documentation, and is required to accompany Applications for Payment as a condition of receiving payment for Work accomplished each payment period.
- C. Record Drawings: Maintaining Record Drawings up to date.
- D. The County may deny a Progress Payment request and/or withhold money from any Progress Payment to:
  1. Cover any unpaid claims filed pursuant to Civil Code Section 9000 et seq;
  2. Protect the County’s interest; and/or
  3. Pay any fines levied against the Work by the County or other entities.

- E. The County may also deny a Progress Payment request and/or withhold money or modify any previous Progress Payment as necessary to protect the County from loss due to or resulting from:
1. Defective work not remedied.
  2. Stop notices filed. The County may at its discretion accept a bond in lieu of withholding funds for properly filed stop notices. However, the bond must be issued by a different surety than the one that issued the Contractor's Payment Bond for the project. The amount withheld for stop notices will 125 percent of the stop notice amount.
  3. Failure of the Contractor to make prompt payments properly to Subcontractors for labor, materials, or equipment as required by Business and Professions Code Section 7108.5.
  4. Evidence that the Work cannot be completed for the unpaid balance of the Contract sum.
  5. Evidence that the Work will not be completed within the Contract time.
  6. Damage to the County or another contractor.
  7. Failure to carry out the Work in accordance with the Contract.
  8. Any violation or non-compliance with Contractor's legal responsibilities, including withholds for wages adjustments in accordance with California Labor Code Section 1727 and any fines incurred by the County as a result of the Contractor's actions.
- F. When, under the provisions of the Contract, the County charges any sum of money against the Contractor, the County will deduct and retain the amount of such charge from a Progress or Final Payment. If, on completion or termination of the Contract, sums due the Contractor are insufficient to pay the County charges against the Contractor, the County has the right to recover the balance from the Contractor or the Contractor's surety.

## **1.08 RETENTION**

- A. As stated in Section 7.5 of the General Provisions, five percent (5%) of each Progress Payment will be retained until the Work has been completed.
- B. Substitution of Securities – At the request and expense of the Contractor, in accordance with California Public Contract Code Section 22300, in lieu of the County withholding the five percent (5%) retention defined within this Detailed Provisions Section, the Contractor may: 1) substitute a deposit of securities at least equivalent to the retention to be paid, or 2) request the County pay retention directly to an escrow agent. The Contractor and County shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300. Such an agreement will need to be approved by the County Board of Supervisors.

## **PART 2 – PRODUCTS – NOT USED**

## **PART 3 – EXECUTION**

### **3.01 SCHEDULE OF VALUES FORM**

- A. See the following pages for an example format of the Schedule of Values for each Project, which is provided only as an example to provide a starting point for development of a practical and efficient Schedule of Values. The County may request additional detail as necessary to adequately represent the Work. The Contractor may provide an additional breakdown of any items listed in the example. The Contractor shall verify and revise if necessary, all quantities and items of work prior to submittal. The Schedule of Values submitted by the Contractor and approved by the County shall be incorporated as part of the Contract Documents for basis of payment. **DO NOT SUBMIT THE SCHEDULE OF VALUES WITH BID PROPOSAL.**

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**CLOSURE CONSTRUCTION AT THE MECCA II SANITARY LANDFILL – EXAMPLE SCHEDULE OF VALUES FORM**

DO NOT SUBMIT THE SCHEDULE OF VALUES WITH BID PROPOSAL.

DATE: \_\_\_\_\_

INSTRUCTIONS FOR CONTRACTOR’S SCHEDULE OF VALUES:

1. FILL OUT FORM COMPLETELY
2. LEAVE NO “VALUE” EMPTY.
3. ZERO (“0”) IS NOT A “VALUE”.
4. INSERT A “VALUE” INTO EVERY SPACE A “\$” SYMBOL IS INDICATED.
5. DO NOT ADD “LINE ITEMS” BELOW THE “TOTAL” VALUE.
6. DO NOT INCLUDE VALUES FOR BID ALTERNATES THAT ARE REQUIRED ON THE BID FORM.
7. DO NOT INCLUDE VALUES FOR ALLOWANCES.
8. COMPLETE THE ACKNOWLEDGEMENT, THEN SIGN, AND DATE WHERE INDICATED BELOW.

Item No.	Item Description	Contract Document Reference	Unit	Unit Cost	Quantity	Total Cost
<b>BID ITEM NO. 1 - MOBILIZATION (Max 5% of Contract Price)</b>						
1A	Performance and Payment Bonds	Instructions to Bidders	LS	\$	1	\$
1B	Certificates of Insurance – Workers’ Compensation, General and Professional Liability, and Motor Vehicle Insurance	General Provisions, Special Provisions	LS	\$	1	\$
1C	Builder’s Risk Insurance	Special Provisions	LS	\$	1	\$
1D	Schedule of Values Form Preparation and Maintenance	01 2900 – Payment Procedures	LS	\$	1	\$
1E	Project Baseline Schedule Preparation and Maintenance	01 3200 – Construction Progress Documentation	LS	\$	1	\$
1F	Health and Safety Plan Preparation and Implementation	01 3500 – Health and Safety	LS	\$	1	\$
1G	Provide Temporary Facilities (structures, sanitary facilities) and Controls (construction fencing, barricades, signage, traffic control, storage, utilities, security, etc.)	01 5000 – Temporary Facilities and Controls	LS	\$	1	\$
1G.1	Furnish and Install K-Rails with mounted Chain-Link Fencing & Related Accessories	01 5000 – Temporary Facilities and Controls	LF	\$	1,600	\$
1G.2	Furnish and Install Portable Chain-Link Fencing & Related Accessories	01 5000 – Temporary Facilities and Controls	LF	\$	1,800	\$
1H	Contractor’s SWPPP Preparation and Implementation	01 5600 – Project Environmental Controls	LS	\$	1	\$
1I	HMBEP (if applicable) Preparation and Implementation	01 5600 – Project Environmental Controls	LS	\$	1	\$



Item No.	Item Description	Contract Document Reference	Unit	Unit Cost	Quantity	Total Cost
1J	Preparation of Dust Control Plan	01 5600 – Project Environmental Controls	LS	\$	1	\$
1K	Preparation of Construction Waste Recycling Plan (WRP)	01 7419 – Construction Waste Management	LS	\$	1	\$
<b>Bid Item No. 1 - Mobilization (Max 5% of Contract Price)</b> <b>(Total Cost Must Equal Contractor's Proposal)</b>						\$
<b>BID ITEM NO. 2 – DEMOLITION AND DISPOSAL OF SITE STRUCTURES</b>						
2A	Perform Clearing and Grubbing for Project Site	31 1000 – Site Clearing	AC	\$	44.75	\$
2B	Demolish & Dispose Existing Reinforced Concrete Fee Booth Structure	02 4100 – Demolition	LS	\$	1	\$
2C	Demolish & Dispose Existing Reinforced Concrete Secondary Containment Structure	02 4100 – Demolition	LS	\$	1	\$
2D	Demolish & Dispose Existing AC Drain & Crossing	02 4100 – Demolition	SF	\$	1,000	\$
2E	Demolish & Dispose Existing LDPE Drainage Structures	02 4100 – Demolition	SF	\$	3,400	\$
2F	Demolish & Dispose Existing Fence & Gate	02 4100 – Demolition	LF	\$	4,060	\$
2G	Demolish & Dispose Existing Bollards	02 4100 – Demolition	LS	\$	1	\$
2H	Demolish & Dispose Existing Large Brush	02 4100 – Demolition	LS	\$	1	\$
2I	Decommission, Disconnect, Demolish & Remove Existing Power Poles & Panels	26 0505 – Site Electrical Decommissioning	LS	\$	1	\$
<b>Bid Item No. 2 – Demolition and Disposal of Site Structures</b> <b>(Total Cost Must Equal Contractor's Proposal)</b>						\$
<b>BID ITEM NO. 3 – ELEVATION ADJUSTMENTS FOR GROUNDWATER MONITORING WELLS AND GAS PROBES</b>						
3A	Extend Groundwater Monitoring Wells	33 1153 – Groundwater Monitoring Well Elevation Adjustment	EA	\$	3	\$
3B	Extend Gas Monitoring Probe	33 5139 – Gas Probe Elevation Adjustment	EA	\$	1	\$
<b>Bid Item No. 3 – Elevation Adjustments for Groundwater Monitoring Wells and Gas Probes</b> <b>(Total Cost Must Equal Contractor's Proposal)</b>						\$

Item No.	Item Description	Contract Document Reference	Unit	Unit Cost	Quantity	Total Cost
<b>BID ITEM NO. 4 – FURNISH AND INSTALL FINAL COVER SYSTEM</b>						
4A	Final Cover Borrow Source Excavation	31 2300 – Site Earthwork	CY	\$	150,000	\$
4B	Final Cover Borrow Source Material Mixing and Processing	31 2300 – Site Earthwork	CY	\$	150,000	\$
4C	Scarify upper 12" of Existing Intermediate Cover Soil and Recompact to 87% Relative Compaction	31 2300 – Site Earthwork	AC	\$	23.00	\$
4D	Place and Compact Engineered Fill to 87% Relative Compaction for Final Cover Layer	31 2300 – Site Earthwork	CY	\$	146,000	\$
4E	Finish Grading of Final Cover System	31 2300 – Site Earthwork	AC	\$	23.00	\$
4F	Stockpile Final Cover Material for Future Repairs	31 2300 – Site Earthwork	CY	\$	1,000	\$
4G	Pre and Post-Earthwork Final Cover Thickness Verification Augering Holes	31 2300 – Site Earthwork	EA	\$	44	\$
4H	Furnish and Install Erosion Control Monuments	31 2300 – Site Earthwork	EA	\$	10	\$
4I	Refuse Excavation, Handling and Disposal	02 6113 – Refuse Excavation, Handling and Disposal	CY	\$	500	\$
<b>Bid Item No. 4 –Furnish and Install Final Cover System (Total Cost Must Equal Contractor's Proposal)</b>						<b>\$</b>
<b>BID ITEM NO. 5 – FURNISH AND INSTALL SITE DRAINAGE SYSTEM</b>						
5A	Construct 4-inch Thick Reinforced Shotcrete Drainage Structures	Division 03 - Concrete	SF	\$	45,200	\$
5B	Furnish, Place & Grout Rip-Rap in Designated Areas	31 3700 – RipRap	SF	\$	765	\$
5C	Construct 2' Tall Earthen Berms	Project Drawing Detail U, Sheet 10	LF	\$	650	\$
5D	Construct 2' Reinforced Shotcrete Earthen Berm	Project Drawing Detail U, Sheet 10	LF	\$	260	\$
5E	Supply and Install 4-inch Thick Crushed Misc. Base Per Plan	32 1123 - Aggregate Base Course	SF	\$	118,400	\$
<b>Bid Item No. 5 – Furnish and Install Site Drainage System (Total Cost Must Equal Contractor's Proposal)</b>						<b>\$</b>

Item No.	Item Description	Contract Document Reference	Unit	Unit Cost	Quantity	Total Cost
<b>BID ITEM NO. 6 – FURNISH AND INSTALL SITE FENCING AND GATES</b>						
6A	Furnish and Install 6-foot Tall Perimeter Fencing & Related Accessories	32 3113 – Fences and Gates	LF	\$	3,385	\$
6B	Furnish and Install Double Swing Gate & Related Accessories	32 3113 – Fences and Gates	LS	\$	1	\$
<b>Bid Item No. 6 – Furnish and Install Site Fencing and Gates (Total Cost Must Equal Contractor's Proposal)</b>						<b>\$</b>
<b>BID ITEM NO. 7 – AUTHORIZED TIME &amp; MATERIAL</b>						
7A	Authorized Time & Material		LS	\$ 50,000	1	\$ 50,000
<b>Bid Item No. 7 – Authorized Time &amp; Materials (Total Cost Must Equal Contractor's Proposal)</b>						<b>\$ 50,000</b>
<b>BID ITEM NO. 8 – DEMOBILIZATION (Min. 1/2% of Contract Price)</b>						
8A	Perform all required closeout procedures including, but not limited to: Project Record Documents, Warranties, Repair Work, Work Verification Survey, Final Cleaning and Removal of all Equipment.	01 7700 – Closeout Procedures	LS	\$	1	\$
<b>Bid Item No. 8 – Demobilization (Min. 1/2% of Contract Price) (Total Cost Must Equal Contractor's Proposal)</b>						<b>\$</b>
<b>PROJECT TOTAL COST</b>						<b>\$</b>
<b>(TOTAL COST MUST EQUAL CONTRACTOR'S PROPOSAL)</b>						

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

END OF SECTION 01 2900



**SPECIFICATIONS – DETAILED PROVISIONS**

**SECTION 01 3100: PROJECT MANAGEMENT AND COORDINATION  
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## SECTION 01 3100 PROJECT MANAGEMENT AND COORDINATION

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes the following:
1. Project coordination.
  2. Coordination drawings.
  3. Informational submittals.
  4. Pre-construction meeting.
  5. Pre-installation meetings.
  6. Weekly progress meetings.
  7. Requests for Information (RFI).
  8. Requests for Change (RFC).
  9. Schedule for forms.

#### 1.02 PROJECT COORDINATION

- A. General: Contractor shall coordinate construction activities to assure efficient and orderly performance of the Work and avoidance of interference with County landfill operations and customers. Coordinate construction activities included in different Sections of the Detailed Provisions that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Lost Time Avoidance:
1. Coordinate with crews and work areas to reduce and eliminate lost time.
- C. Utilities:
1. Coordinate construction activities with utility service providers required for performance of the Work.
- D. Administrative Procedures: Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation and maintenance of Contractor's construction schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Pre-construction, pre-installation, and weekly project meetings.
  7. Startup and adjustment of systems.
  8. Project closeout activities.
- E. Contractor shall be responsible for completion, and administration of required forms.
1. The County will provide required and suggested forms and formats during and after Pre-Construction Meeting.
- F. Formats not prescribed by the County may be of the Contractor's own design, subject to the following:
1. Contractor-designed forms shall use Arial typeface, eleven (11) point type size, and shall be double-sided printed.
  2. Submit draft forms for review and approval by the County.

### **1.03 PRE-CONSTRUCTION MEETING**

- A. Schedule:
1. The County will schedule the Pre-Construction Meeting.
  2. It is anticipated that the initial Pre-Construction Meeting will be held within fourteen (14) calendar days of Contract Award. The Pre-Construction meeting may be scheduled to coincide with the issuance of the Notice to Proceed, or scheduled at an earlier time if mutually agreed upon.
- B. Purpose and Agenda: Discuss items of significance that could affect progress, including, but not limited to the following:
1. Establish lines of communication at the project working level. Designate key personnel and their duties.
  2. Discuss and review administrative requirements of the Contract.
  3. Review forms required to be used by the Contractor in administration of the Work.
  4. Review and discuss design intent, user and concurrent operations issues, and permitting issues including requirements of authorities having jurisdiction.
  5. Definition of and interpretation of roles, and responsibilities in performance of the Contract. County to provide project management organizational chart.
  6. Review and discuss Contract Documents including Project Drawings and Detailed Provisions.

7. Review and discuss site access, security and procedural issues.
  8. Coordinate safety activities, including performance of the required Contractor's Health and Safety Plan.
  9. Coordinate mobilization activities.
  10. Tentative construction schedule and phasing of work.
  11. Critical work sequencing and long-lead items.
  12. Submittal procedures.
  13. Procedures for processing field decisions, RFIs, and Change Orders.
  14. Procedures for inspection, testing, and start-up.
  15. Procedures for processing Applications for Payment.
  16. Contractor shall be issued four (4) complete copies of the Contract Documents (which includes four (4) full-sized sets of Project Drawings and four (4) half-sized sets of Project Drawings).
  17. Preparation of record documents.
  18. Work restrictions and working hours.
  19. Procedures for disruptions and shutdowns.
  20. Construction waste management and recycling.
  21. Staging and material storage areas.
  22. Equipment and material deliveries.
- C. Notification:
1. The County will notify the Contractor and required attendees not less than two (2) calendar days in advance of the proposed meeting time.
- D. Required Attendees:
1. County – Project Manager, Resident Engineer and Safety Representative.
  2. OA/QC Consultant (to be hired by the County).
  3. Contractor – Contractor's Representative, project manager, superintendent, safety officer, major Subcontractors, and other individuals involved in the execution of the work.
- E. Meeting Minutes:
1. County will prepare and distribute the minutes from the Pre-Construction Meeting. Minutes will record significant meeting discussions, agreements, and disagreements, including required corrective measures and actions. Minutes shall be distributed to each party present.
- F. Authorities having jurisdiction may require their own pre-construction meeting with the Contractor and the County.
1. Refer to individual permits for preconstruction meeting requirements.



2. Contractor is responsible for arranging for these meetings.

#### **1.04 PRE-INSTALLATION MEETINGS**

- A. Pre-installation meetings will be scheduled for various portions of the Work as the Work progresses.
- B. The agenda of each pre-installation meeting shall include the following:
  1. Project conditions, including anticipated temperature and weather conditions, readiness of the substrate for installation; and project-specific issues affecting the Work.
  2. Installation schedule, sequencing, and coordination with Work of other trades.
  3. Installation, inspection, and testing procedures.
  4. Quality assurance procedures; specifically Contractor accommodation of inspections of the Work of the relevant Detailed Provisions Section and other quality expectations.
  5. Required performance results.
  6. Warranty requirements.
  7. The following is a partial list of systems, assemblies and products for which pre-installation meetings are required:
    - a. Earthwork (multiple meetings as necessary).
    - b. Shotcrete (multiple meetings as necessary).
    - c. Fencing (multiple meetings as necessary).
    - d. Others as determined by the County.
- C. Required Attendees:
  1. County –Resident Engineer and inspection staff.
  2. Installer and representatives of manufacturers and fabricators involved in or affected by installation and its coordination or integration with other materials and installations that have preceded or will follow.
  3. Contractor – Project manager, superintendent, safety officer, major Subcontractors, and other individuals involved in the execution of the work.
- D. Meeting Minutes:
  1. County will prepare and distribute the minutes from the Pre-Installation Meeting. Minutes will record significant meeting discussions, agreements, and disagreements, including required corrective measures and actions. Minutes shall be distributed to each party present.
- E. Do not proceed with installation if the meeting cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the meeting at earliest feasible date.

- F. If needed and schedule allows, installation meetings will be scheduled to occur immediately following Weekly Project Meetings.

## **1.05 WEEKLY PROGRESS MEETINGS**

- A. Weekly Progress Meetings will be directed, and led by the County.
- B. The County will prepare agenda, coordinate, convene, and arrange Weekly Progress Meetings.
- C. Purpose:
  - 1. Maintain and improve lines of communication.
  - 2. Demonstrate performance of administrative requirements of the Contract.
  - 3. Complete and maintain forms required to be used by the Contractor in administration of the Work.
  - 4. Review and discuss project schedule, work progress, and work scheduled for next week.
  - 5. Review and discuss design intent, user and concurrent operations issues, work quality issues, and permitting issues including requirements of Authorities Having Jurisdiction.
  - 6. Review and discuss specific Contract Documents including Project Drawings and Detailed Provisions.
  - 7. Maintain and improve site access, security and procedural issues.
  - 8. Review and improve ongoing safety activities including performance of the required Contractor's Health and Safety Plan.
- D. Contractor to attend weekly project meetings; be prepared to discuss the agenda items identified in this Section.
- E. Contractor to follow the direction of the County in preparation for weekly meetings, including, but not limited to:
  - 1. Ensure the Contractor's project manager, superintendent, safety officer, representatives of subcontractors, and others are present in accordance with provisions of this Section.
  - 2. Ensure required attendees are prepared, and familiar with the Project and the Project Schedule.
  - 3. Coordinate the time and place of the weekly meetings with the County. All weekly meetings location will be determined at a future date.
  - 4. Ensure the County has been consulted in advance of the meeting with respect to the proposed attendees, and their relationship to the Project.
  - 5. Submit Project Schedule updates to reflect work progress.
  - 6. Submit Weekly Reports:

- a. Include a narrative describing the Work accomplished the preceding week.
  - b. Identify the completion of project milestones, and work activities.
  - c. Indicate problems and resolution of problems occurring during the week.
- F. Required Attendees:
1. County – Project Manager and Resident Engineer.
  2. Contractor – Project manager, superintendent, safety officer, and others as requested by the County.
  3. Subcontractors and suppliers pertinent to the agenda.
  4. Representatives of authorities having jurisdiction, as needed.
- G. Agenda for Weekly Progress Meetings: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of the Project.
1. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - a. Review schedule for next period.
  2. Contractor shall prepare three-week look ahead schedules for review at each progress meeting. The three-week look ahead schedules are not an acceptable substitute for CPM schedule updates that must be submitted with Contractor's monthly partial payment requests.
  3. Be prepared to discuss the following, to the extent deemed appropriate by the County:
    - a. Status of submittals and scheduled equipment/material deliveries.
    - b. Safety Report by the Contractor designated safety representative.
    - c. Weekend or extended hours work request, if any is requested by the Contractor for the coming week.
    - d. Review and approve minutes or record of previous meeting.
    - e. Review work progress during the preceding week.
    - f. Note field observations, problems and decisions.
    - g. Identify problems that impede planned progress.
    - h. Coordinate activities to the County's satisfaction, to permit the Project Schedule to be maintained, or improved.
    - i. Review off-site fabrication processes, and status.

- j. Develop corrective measures, and procedures to maintain or improve the Project Schedule.
- k. Discuss progress of preparation and maintenance of administrative documents required in accordance with the Contract Documents.
- l. Discuss updates to the Project Schedule in accordance with Detailed Provisions Section 01 3200 – Construction Progress Documentation.
- m. Review planned work identified in the Weekly Look Ahead Schedule in accordance with Detailed Provisions Section 01 3200 – Construction Progress Documentation.
- n. Review impacts of Changes on the Project Schedule.
- o. Discuss status, and action related to Changes.
- p. Discuss additional scope, costs, schedule impacts, deviations, substitutions and other Changes.
- q. Review safety measures, including compliance with the required Contractor’s Health and Safety Plan, and cooperation with governmental agencies, and authorities having jurisdiction.
- r. Maintenance and improvement of quality, work standards, and competence.
- s. Resolution of construction non-conformities.
- t. Review of status logs of submittals, RFIs, and RFCs.

H. Meeting Minutes:

- 1. County will prepare and distribute minutes from each Weekly Project Meeting. Minutes shall record significant discussions and agreements achieved during the meeting.
- I. It is noted that inspection will not be provided during scheduled progress meetings. Contractor is not permitted to perform work that requires inspection (as determined by County) during the progress meetings. Contractor shall adjust their schedule to accommodate progress meetings and no additional compensation will be provided for schedule adjustments. Contractor’s bid shall consider County’s requirements for weekly progress meetings. County, at its sole discretion, may decrease the frequency of progress meetings if deemed appropriate.

**1.06 REQUEST FOR INFORMATION (RFI)**

- A. Immediately on discovery of the need for additional information of interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified. A sample RFI form is included at the end of this Detailed Provisions Section.
- 1. County will return RFIs submitted to the County by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor’s work or work of subcontractors.

3. County will not review the Contractor's RFIs that in fact Requests for Changes (RFCs), as determined by the County. In such cases, Contractor will be required to resubmit on the appropriate RFC form.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project Name.
  2. Date.
  3. Name of Contractor
  4. RFI number, numbered sequentially for the project.
  5. RFI subject.
  6. Detailed Provisions Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Price, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms:
1. Software-generated form with substantially the same content as indicated above, acceptable to the County.
- D. County's Action:
1. County will review each RFI, determine action required, and respond. Allow seven (7) working days for County response for each RFI. RFIs received by the County after 1:00 p.m. PST will be considered as received the following working day.
  2. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Price.
    - e. Requests for interpretation of County's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  3. County's action may include a request for additional information, in which case County's time for response will date from time of receipt of additional information.

4. County's action on RFIs that may result in a change to the Contract Time or the Contract Price may be eligible for Contractor to submit a Change Proposal.
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Price, notify County in writing within ten (10) days of receipt of the RFI response.
- E. RFI Log: Contractor to prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly, if updates have occurred during the previous week. Software log with not less than the following:
  1. Project name.
  2. Name and address of Contractor.
  3. Name and address of County.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date County's response was received.
- F. Upon receipt of County's action, Contractor shall update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify County within seven (7) calendar days if Contractor disagrees with response.

## **1.07 RFI MEETINGS**

- A. RFI Meetings will be directed, and led by the County.
  1. RFI responses are prepared by the County in writing and are binding.
  2. Verbal responses and discussions about RFIs are unofficial, non-final, and non-binding on the parties.
  3. If needed, RFI meetings will be scheduled to occur immediately following the Weekly Project Meeting.
- B. Purpose:
  1. Maintain and improve lines of communication about Contractor-initiated questions, and questions from subcontractors.
  2. Prioritize RFI responses to the Contractor.
  3. Review and discuss specific Contract Documents including Project Drawings and Detailed Provisions.
- C. Attend RFI meetings; be prepared to discuss agenda items identified in this Detailed Provisions Section.
- D. Follow the direction of the County in preparation for RFI meetings, including but not limited to:
  1. Ensure that the persons responsible for preparation of RFIs are present.

2. Ensure that required attendees are prepared to discuss the RFIs with the County and the County's representatives, in detail.
- E. Required Attendees:
1. County –
    - a. Project Manager,
    - b. Resident Engineer, and
    - c. Other individuals or entities involved in the execution of the Work.
  2. Contractor –
    - a. Contractor's Representative,
    - b. Project Manager,
    - c. Superintendent,
    - d. Safety Officer,
    - e. Major Subcontractors, and
    - f. Other individuals involved in the execution of the Work.
- F. Agenda for RFI Meetings:
1. Review of previous RFI responses, and actions taken.
  2. Review and discussion of current RFIs, and proposed responses by the County, when available.
  3. Discussion of forthcoming RFIs anticipated by the Contractor, when available.
- G. Meeting Minutes:
1. The County will prepare and distribute minutes for each RFI Meeting if such minutes are deemed necessary by the County.

#### **1.08 REQUEST FOR CHANGE (RFC)**

- A. Contractor shall submit a Request for Change (RFC) when Contractor proposes a change in the Contract requirements. All change requests shall be submitted on the RFC form included at the end of this Detailed Provisions Section. As shown therein, Contractor is required to fully describe the benefit(s) to the County, benefit(s) to the Contractor, the cost and/or schedule impact(s) associated with the requested change, along with whether or not Contractor proposes or requires a Contract Change Order for implementing the change.
- B. As noted on the RFC form, it is understood that certain RFCs can be responded to promptly, with minimal expenditures required by County. It is also understood that other RFCs require significant expenditures by County in order to properly evaluate and respond to Contractor's RFC. For those RFCs that fall in the latter category, County will provide an estimate (time and cost) to Contractor as an initial response to RFC. Contractor may then elect to have County proceed with evaluating Contractor's RFC

(with estimated value deducted from Contractor's Contract with the County), or elect to withdraw Contractor's RFC.

## **1.09 DOCUMENT FORMATS**

- A. The County requires an original signed copy of every piece of written communication and submittals used in the Project.
  - 1. Electronic submittals of documents must be followed up with the submittal of the original signed hardcopy to the County.
- B. For documents created by the Contractor and/or its subcontractors:
  - 1. Text: Submit electronically in Microsoft Word, current version.
  - 2. Tables: Submit electronically in Microsoft Excel, current version.
  - 3. Schedules: Submit electronically in Microsoft Project, or approved equal along with an Adobe Portable Document Format (PDF) version.
  - 4. Coordination Drawings: Submit electronically in MicroStation, or approved equal along with an Adobe PDF version.
  - 5. Figures and pictures: Submit as PDF or JPG files.
  - 6. Cut sheets from catalogs, and similar items: Submit as PDF files.
  - 7. Drawings: Submit as PDF files, except:
    - a. Provide MicroStation version of files when requested by the County.
  - 8. For electronic files larger than ten (10) MB, supply the electronic version on a CD-ROM along with the hard copies.
  - 9. Obtain prior approval from the County to submit an electronic version in a format other than those specified herein.

## **1.10 SUBMITTALS**

- A. Submittal Procedures: See Detailed Provisions Section 01 3300 for requirements for the mechanics and administration of the submittal process.
- B. Contractor Staffing and Organization Chart:
  - 1. Submit an Organization Chart showing the Contractor personnel and key points of contact with the County within two (2) weeks following the Contract Award.
- C. Submit a list of Contractor's personnel and Subcontractors, to include their responsibilities and contact information within two (2) weeks following the Contract Award.
  - 1. Include the Project Manager, Project Superintendent, and Safety Officer.
  - 2. Provide telephone numbers with voice mail service, and e-mail addresses monitored daily for each designee of the Contractor.



3. Indicate emergency and after-hours contacts, and the means of reaching these people.
  4. Update the list as approved by the County whenever changes in staffing may occur.
- D. Subcontract List: Contractor shall prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, e-mail and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Detailed Provisions Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
- E. Coordination Drawings:
1. Provide in accordance with the requirements of this Detailed Provisions Section.
  2. Submit at least thirty (30) calendar days prior to start of any utility system work and not later than one (1) week before the Pre-Installation Meeting.
  3. County's review of the drawings will be to verify that coordination of the Work is being fully addressed and does not relieve the Contractor of the obligation to coordinate the Work and to anticipate and resolve conflicts and interferences.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**



**SAMPLE**  
**CONTRACTOR'S REQUEST FOR INFORMATION (RFI) # \_\_\_\_\_**

<b>To (County):</b>	
<b>From (Contractor):</b>	
<b>Subject:</b>	
<b>Reference: Construction Drawing:</b>	<b>Detailed Provisions (Section and Page):</b>
<b>REQUEST</b>	
<b>Information is requested as follows:</b>	
<b>Information Requested By (Name):</b>	<b>Date:</b>
<b>Response Requested By (Date):</b>	
<b>Received by County (Date):</b>	
<b>RESPONSE</b>	
<b>Response to Information Request:</b>	
<b>Response By (Name):</b>	<b>Date:</b>

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**SAMPLE**  
**CONTRACTOR'S REQUEST FOR CHANGE (RFC) # \_\_\_\_\_**

<b>To (County):</b>	
<b>From (Contractor):</b>	
<b>Subject:</b>	
<b>Reference: Construction Drawing:</b>	<b>Detailed Provisions (Section and Page):</b>
<b>REQUEST</b>	
<b>The following change is requested:</b>	
<b>Change Requested By (Name):</b>	<b>Date:</b>
<b>Response Requested By (Date):</b>	
<b>Received by County (Date):</b>	
<b>Benefit to County:</b>	
<b>Benefit to Contractor:</b>	
<b>Cost and/or Schedule Impact:</b>	
<b>Change Order Required or Proposed? _____ YES _____ NO</b>	
<b>RESPONSE</b>	
<b>Response to Change Request (1) :</b>	
<b>Response By (Name):</b>	<b>Date:</b>

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- (1) It is understood that certain RFCs can be responded to promptly, with minimal expenditures required by County. It is also understood that other RFCs require significant expenditures by County in order to properly evaluate and respond to Contractor's RFC. For those RFCs that fall in the latter category, County will provide an estimate (time and cost) to Contractor as an initial response to RFC. Contractor may then elect to have County proceed with evaluating Contractor's RFC (with estimated value deducted from Contractor's Contract with County), or elect to withdraw Contractor's RFC.

END OF SECTION 01 3100

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## **SPECIFICATIONS – DETAILED PROVISIONS**

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## **SECTION 01 3200 CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including, but not limited to the following:
1. Contractor's construction schedule.
  2. Construction schedule updating reports.

#### **1.02 DEFINITIONS**

- A. Project Baseline Schedule:
1. A complete Project Baseline Schedule will be reviewed and commented on by the County, to ensure that there is sufficient detailed information and work planning activities in accordance with this Detailed Provisions Section.
  2. The Project Baseline Schedule is required to be cost-loaded, resource-loaded, and Smart Activity ID – coded (Smart Activity IDs with a maximum of ten characters). The resource loading shall be accomplished by creating resource definitions of how many crews the Contractor and subcontractors will have working on specific activities. A narrative of the crew size and make up shall be submitted along with the Project Baseline Schedule.
- B. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  2. Predecessor Activity: An activity that precedes another activity in the network.
  3. Successor Activity: An activity that follows another activity in the network.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- E. Total Float: Time between the earliest start date, and the latest start date of an activity, or succession of dependent activities.

1. Float time is not for the exclusive use or benefit of either County or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- F. Monthly Update Schedule: Actual current Project Schedule reflecting actual progress to date, changes to the Baseline Schedule, and Changes to the Work.
- G. Project Schedule: The Project Baseline Schedule, inclusive of any subsequent schedule updates.
- H. Weekly Look Ahead Schedule: Annotated, detailed version of the Monthly Update Schedule. Weekly Look Ahead Schedules shall be produced using the designated scheduling program from the Project Baseline Schedule. If the Contractor believes that additional detail is needed to show progress, then those activities shall be incorporated into the Monthly Update Schedule and described in the monthly narrative. The addition of activities during the course of the project shall not increase the existing contract duration unless approved by a Change Order.
- I. Working Day: Schedules shall be developed using a five (5) day, eight (8) hour per day work week. Schedules shall use the level of effort counter for the activity type to track the total Calendar Days allowed in the contract. Submittals and other items of work that are required to use Calendar Days will use an appropriate calendar.

### **1.03 COORDINATION**

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from entities involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### **1.04 SUBMITTALS**

- A. Format for Submittals: Submit required submittals in the following format:
  1. Working electronic copy of schedule file, where indicated.
  2. Adobe Portable Document Format (PDF).
  3. Four (4) color paper copies.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Project Baseline Schedule: Baseline schedule, of size required to display entire schedule for entire construction period.
  1. Submit a working electronic copy of scheduled labeled to comply with requirements for submittals. Include type of schedule (baseline, updated, look ahead) and date on label.

2. Submit within fourteen (14) calendar days after Contract Award.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and early start date, or actual start date if known.
  3. Total Float Report: List of activities sorted in ascending order of total float.
  4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- E. Construction Schedule Updating Reports: Submit Monthly Update Schedule and Narrative with Applications for Payment.
- F. Weekly Look Ahead Schedule and Narrative:
1. Submit an electronic version twenty-four (24) hours in advance of Weekly Progress Meeting in accordance with Detailed Provisions Section 01 3100 – Project Management and Coordination.

## **PART 2 PRODUCTS**

### **2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE – GENERAL**

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no construction activity is longer than twenty (20) days, unless specifically allowed by the County. Durations that are longer maybe used for the submittal development and review period, procurement of items, and fabrication activities.
  2. Procurement Activities: Include procurement process activities for the long lead items and major items requiring a cycle of more than forty-five (45) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, inspection, testing, and delivery.
  3. Submittal Review Time: Include review and resubmittal times in schedule as indicated in Detailed Provisions Section 01 3300 – Submittal Procedures.

- Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than fifteen (15) days for startup and testing.
  5. Substantial Completion: Allow time for County and Contractor to complete administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than thirty (30) days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with utility company for electrical service.
    - b. Use of site restrictions
    - c. Seasonal variations
    - d. Uninterruptible services.
  3. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- G. Computer Scheduling Software: Prepare schedules using current version of Microsoft Project of software approved by the County that has been developed specifically to manage construction schedules.

## **2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)**

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart type, Contractor's construction schedule within fourteen (14) calendar days of issuance of the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

## **2.03 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)**

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within fourteen (14) calendar days of issuance of the Notice to Proceed. Outline significant construction activities for the first sixty (60) days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than thirty (30) days after issuance of the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of County's approval of the schedule.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.

- g. Installation.
  - h. Work by County that may affect or be affected by Contractor's activities.
  - i. Testing and start-up.
  - j. Punch list and final completion.
  - k. Activities occurring following final completion.
2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges. Critical path will be continuous. If Contractor needs to show cure time for concrete or coatings a specific activity shall be added to show that duration with the appropriate calendar.
    - a. Sub networks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Project Baseline Schedule: Prepare baseline network diagram from a sorted activity list indicating straight "early start-total float". Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work of activity.
  2. Description of activity.
  3. Main events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updates: Concurrent with making schedule updates, prepare tabulated reports showing the following:
1. Identification of activities that have changed.

2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

## **PART 3 EXECUTION**

### **3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As Work progresses, indicate final completion percentage for each activity.
- B. Weekly Look Ahead Schedule: Annotated version of the Monthly Update Schedule that reflects work activities to be completed in the next three (3) week period, and coordinated with the work results in the preceding two (2) week period.
  1. The Contractor shall create the Weekly Look Ahead Schedule from the Project Baseline Schedule scheduling software.
  2. Submit weekly narrative describing impacts to and issues affecting the Project Baseline Schedule.
  3. Excel spread sheets or bar graphs other than the annotated version of the Monthly Update Schedule will not be accepted.
- C. Distribution: Distribute copies of approved schedule to County, subcontractors, testing and inspection firms, and other parties identified by the County with a need-to-know schedule responsibility.
  1. When updates and/or revisions are made, distribute updated schedules to the same parties.

END OF SECTION 01 3200



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**SPECIFICATIONS – DETAILED PROVISIONS**  
**SECTION 01 3300: SUBMITTAL PROCEDURES**  
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## SECTION 01 3300 SUBMITTAL PROCEDURES

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals. The documenting the progress of construction during performance of the Work, including, but not limited to the following:
1. Contractor's construction schedule.
  2. Construction schedule updating reports.
- B. Related Contract Document Sections include, but are not limited to:
1. General Provisions
  2. Detailed Provisions Section 01 3200 – Construction Progress Documentation.
  3. Detailed Provisions Section 01 7700 – Closeout Procedures.

#### 1.02 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require County's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require County's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.03 ACTION SUBMITTALS

- A. Submittal Schedule: Within fourteen (14) calendar days after the Contract Award, the Contractor shall submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by County and additional time for handling and reviewing submittals required by those corrections.
- B. Construction Schedule: Within fourteen (14) calendar days after the Contract Award, the Contractor shall submit a construction schedule providing the starting and completion dates of the various stages of the Work. The Contractor shall be prepared to discuss its construction schedule at the Pre-Construction Meeting. See Detailed Provisions Section 01 3200 – Construction Progress Documentation.
- C. Schedule of Values or lump sum price breakdown: Within fourteen (14) calendar days after Contract Award, the Contractor shall submit a set of Schedule of Values or lump sum price breakdown for progress payment purposes. See Detailed Provisions Section 01 2900 – Payment Procedures.

## 1.04 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. County's Digital Data Files: Electronic copies of digital data files of the Project Drawings will be provided by County for Contractor's use in preparing submittals.
  - 1. Upon request, County will furnish Contractor with digital data drawing files of the Project Drawings for use in preparing Shop Drawings.
    - a. County make no representations as to the accuracy or completeness of digital data drawing files as they relate to the Project Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of Agreement acceptable to the County.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. The County reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on County's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow fourteen (14) calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. County will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow seven (7) calendar days for review of each resubmittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of County.
    - d. Name of Contractor.
    - e. Name of subcontractor.

- f. Name of supplier.
  - g. Name of manufacturer.
  - h. Submittal number or other unique identifier, including revision identifier.
    - 1) Submittal number shall use Detailed Provisions Section number followed by a decimal point and then a sequential number (e.g., 013300.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 013300.01.A).
  - i. Number and title of appropriate Detailed Provisions Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Other necessary identification.
3. Submittal Copies: Unless additional copies are required for final submittal, and unless County observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
4. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. County will return without review, submittals received from sources other than Contractor.
- a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of County.
    - 6) Name of Contractor.
    - 7) Name of firm or entity that prepared submittal.
    - 8) Names of subcontractor, manufacturer, and supplier.
    - 9) Category and type of submittal.
    - 10) Submittal purpose and description.
    - 11) Detailed Provisions Section number and title.
    - 12) Detailed Provisions paragraph number or drawing designation and generic name for each of multiple items.
    - 13) Drawing number and detail references, as appropriate.
    - 14) Indication of full or partial submittal.
    - 15) Transmittal number.

16) Submittal and transmittal distribution record.

17) Remarks.

18) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Detailed Provisions Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
  - a. File name shall use project identifier and Detailed Provisions Section number followed by a decimal point and then a sequential number (e.g., CCM2L-01-3300.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., CCM2L-01-3300.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by County.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to County, containing the following information:
  - a. Project name.
  - b. Date.
  - c. Name and address of County.
  - d. Name of Contractor.
  - e. Name of firm or entity that prepared submittal.
  - f. Names of subcontractor, manufacturer, and supplier.
  - g. Category and type of submittal.
  - h. Submittal purpose and description.
  - i. Detailed Provisions Section number and title.
  - j. Detailed Provisions paragraph number or drawing designation and generic name for each of multiple items.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Related physical samples submitted directly.
  - n. Indication of full or partial submittal.
  - o. Transmittal number.
  - p. Submittal and transmittal distribution record.
  - q. Remarks.

- r. Other necessary identification.
- 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
  - a. Project name.
  - b. Number and title of appropriate Detailed Provisions Section.
  - c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by County.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they receive County's acceptance.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project Site. Use only final action submittals that are marked as being accepted by the County.

## **PART 2 PRODUCTS**

### **2.01 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements:
  - 1. Action Submittals: Submit one (1) electronic copy and one (1) hard copy of each submittal unless otherwise indicated by the County.
  - 2. Informational Submittals: Submit one (1) electronic copy and one (1) hard copy of each submittal unless otherwise indicated by the County.
  - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.



- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's specifications.
    - c. Manufacturer's standard color charts.
    - d. Manufacturer statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not use base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Detailed Provisions Section.
  3. Disposition: Maintain sets of approved Samples at the Project Location, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Detailed Provisions Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as County's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections showing full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit two (2) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. County will return submittal with options selected.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finish in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit two (2) sets of Samples. County will retain one (1) Sample set; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

- 1) If variation in color, pattern, texture, or other characteristics is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- E. Project Schedule: As required in individual Detailed Provisions Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
    1. Submit product schedule in the following format:
      - a. Four (4) paper copies of product schedule or list unless otherwise indicated. County will return three (3) copies.
  - F. Coordination Drawings Submittals: Comply with requirements specified in Detailed Provisions Section 01 3100 – Project Management and Coordination.
  - G. Contractor’s Construction Schedule: Comply with requirements specified in Detailed Provisions Section 01 3200 – Construction Progress Documentation.
  - H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Detailed Provisions Section 01 4300 – Quality Assurance and Control.
  - I. Project Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Detailed Provisions Section 01 7700 – Closeout Procedures.
  - J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of engineers and owners, and other information specified.
  - K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
  - L. Installer Certificates: Submit written statements on manufacturer’s letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  - M. Manufacturer Certificates: Submit written statements on manufacturer’s letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  - N. Product Certificates: Submit written statements on manufacturer’s letterhead certifying that product complies with requirements in the Contract Documents.
  - O. Material Certificates: Submit written statements on manufacturer’s letterhead certifying that material complies with requirements in the Contract Documents.
  - P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

- Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for the Project.
- S. Schedule of Tests Inspections: Comply with requirements specified in Detailed Provisions Section 01 4300 – Quality Assurance and Control.
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## **2.02 DELEGATED-DESIGN SERVICES**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to the County.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## **PART 3 EXECUTION**

### **3.01 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to County.
- B. Project Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Detailed Provisions Section 01 7700 – Closeout Procedures.
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Detailed Provisions Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated, signed and certified.

### **3.02 COUNTY'S ACTION**

- A. General: County will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: County will review each submittal, make marks to indicate corrections or revisions required, and return it. County will mark each submittal appropriately to indicate action, as follows:
  - 1. "NO EXCEPTIONS TAKEN" or "EXCEPTIONS AS NOTED" will require no formal revision and resubmission.
  - 2. "REVISE AND RESUBMIT" or "REJECTED" will require the Contractor to revise said submittal and shall resubmit the required number of copies of said revised submittal to the County.
- C. Informational Submittals: County will review each submittal and will not return it, or will return if it does not comply with requirements. County will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Fabrication of an item shall commence only after the County has reviewed the submittal and returned copies to the Contractor marked either "NO EXCEPTION TAKEN" or "EXCEPTIONS AS NOTED". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

END OF SECTION 01 3300



**SPECIFICATIONS – DETAILED PROVISIONS**  
**SECTION 01 3500: HEALTH AND SAFETY**  
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## SECTION 01 3500 HEALTH AND SAFETY

### PART 1 GENERAL

#### 1.01 SUMMARY

A. Section includes:

1. Contractor responsibilities for health and safety.
2. Governmental safety requirements.
3. Health, safety, and emergency response procedures.
4. Requirements for Contractor's Health and Safety Plan (HASP).

#### 1.02 REFERENCES

A. Comply with requirements of Detailed Provisions Section 01 4200 – Reference Standards and Abbreviations and as listed herein. The following is a list of standards referenced and incorporated into this Section:

1. American Society of Safety Professionals (ASSP/SAFE):
  - a. ASSP/SAFE A10.32 – Fall Protection
  - b. ASSP/SAFE A10.34 – Protection of the Public on or Adjacent to Construction Sites.
  - c. ASSP/SAFE Z359.1 – The Fall Protection Code.
2. California Code of Regulations (CCR): CCR Title 8 – Industrial Relations.
3. California Labor Code
4. Code of Federal Regulations:
  - a. 10 CFR 20 – Standards for Protection against Radiation.
  - b. 29 CFR 1910 – Occupational Safety and Health Standards.
  - c. 29 CFR 1910.146 – Permit-required Confined Spaces.
  - d. 29 CFR 1910.147 – Control of Hazardous Energy (Lock Out/Tag Out).
  - e. 29 CFR 1915 – Confined and Enclosed Spaces and Other Dangerous Atmospheres.
  - f. 29 CFR 1919 – Gear Certification.
  - g. 29 CFR 1926 – Safety and Health Regulations for Construction.
  - h. 29 CFR 1926.16 – Rules of Construction.
  - i. 29 CFR 1926.450 – Scaffolds.
  - j. 29 CFR 1926.500 – Fall Protection.



- k. 29 CFR 1926.1400 – Cranes and Derricks in Construction.
- 5. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
- 6. Federal Water Pollution Control Act (FWPCA).
- 7. HAZWOPER – 29 CFR 1910.120.
- 8. National Fire Protection Association (NFPA):
  - a. NFPA 10 – Standard for Portable Fire Extinguishers.
  - b. NFPA 51B – Standard for Fire Prevention during Welding, Cutting, and Other Hot Work.
  - c. NFPA 70 – National Electrical Code.
  - d. NFPA 70E – Standard for Electrical Safety in the Workplace.
  - e. NFPA 241 – Standard for Safeguarding Construction, Alteration, and Demolition Operations.
  - f. NFPA 306 – Standard for Control of Gas Hazards on Vessels.
- 9. Toxic Substance Control Act.

### **1.03 DEFINITIONS**

- A. Competent Person – One who is capable of identifying existing and predictable hazards in surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them (OSHA 29 CFR 1926.32(f)).
- B. Contactor’s Safety Officer – Contractor’s representative that shall be responsible for oversight and management of the Contractor’s project-specific Health and Safety Plan as well as subcontractor compliance with requirements of the Health and Safety Plan. The representative shall also be responsible for public safety where the County and Contractor have joint use areas.
- C. Medical Treatment – Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.
- D. Permit-Required Confined Space:
  - 1. It contains or has potential to contain a hazardous atmosphere.
  - 2. It contains material that has potential for engulfing an entrant.
  - 3. It is shaped inside such that someone entering could be trapped or asphyxiated.
  - 4. It contains other recognized serious safety or health hazards.
  - 5. In general, all vaults, tanks, pipes, sumps, and manholes are typically considered permit-required confined spaces.

- E. Potential Serious Accidents/Incidents – Accidental occurrences or near misses with the potential to be a serious accident/incident such as major equipment failures, contact with power lines, spills or personal contacts with excessive amounts of toxic or hazardous materials, slides, cave-ins, etc.
- F. Recordable Injuries of Illnesses – Any work-related injury or illness that results in
  1. Death, regardless of the time between the injury and death, or the length of the illness;
  2. Days away from work (any time lost after day of injury/illness onset);
  3. Restricted work;
  4. Transfer to another job;
  5. Medical treatment beyond first aid;
  6. Loss of consciousness; or
  7. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in 1 through 6 above.
- G. SDS – Safety Data Sheets.

#### **1.04 PERFORMANCE REQUIREMENTS**

- A. The Contractor has the responsibility to develop and provide its employees and Subcontractors with a project-specific Health and Safety Plan (HASP) prior to commencement of work on the Site. The Contractor is responsible for ensuring that all activities shall be conducted in such a manner so as to avoid hazards and injury or damage to any persons or properties. The safety provisions of applicable laws and of building and construction codes shall be observed. The safety of Contractor's employees, suppliers, manufacturers, subcontractors, County employees and their representatives shall be the Contractor's responsibility.
- B. The Contractor shall develop and maintain for the duration of the Project, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint a Safety Officer who is qualified and authorized to supervise and enforce compliance with the safety program and HASP. At a minimum, the Safety Officer shall perform the following throughout the duration of the project:
  1. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, and estimated and actual dates of corrections.
  2. Conduct mishap investigations and complete required reports. Maintain OSHA Form 300 (Log of Work-Related Injuries and Illnesses) for Contractor and Subcontractors.
  3. Maintain applicable safety reference material and display signage on the Project Location.
  4. Attend Pre-Construction Meeting, Pre-Installation Meetings, Weekly Progress Meetings, and mandatory Weekly Safety Meetings.

5. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution.
6. Ensure Subcontractor compliance with safety and health requirements.
7. Maintain a list of hazardous materials on-site and their Safety Data Sheets.

Failure to perform the above duties will result in dismissal of the Project Superintendent and/or Safety Officer, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

- C. The duty of the County to observe the progress of the Work does not include review or approval of the adequacy of the Contractor's HASP, safety program, Safety Officer, or any safety measures taken in, or near the Project Location.
- D. The Contractor, as a part of its safety program, shall maintain an updated copy of the HASP at the Project Location. In addition, Contractor shall be responsible for providing all items necessary for health and safety, including, but not limited to personal protective equipment, fall protection, dust control, wash stations, first-aid equipment, fire protection, decontamination equipment if required, and collection and disposal of rinse waters, in accordance with local, state, and federal regulations.
- E. If death or serious injuries, illnesses, or serious damages are caused, the accident shall be reported immediately to the County and to others as directed in the HASP. In addition, the Contractor must promptly report in writing to the County all accidents or near misses whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to the Project Location, giving full details and statements of witnesses.
- F. The Contractor shall make all reports as are required by any authority having jurisdiction and shall permit all safety inspections of the work being performed under this Contract. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention.
- G. Contractor shall be responsible for conducting mandatory weekly safety meetings at the Project Location. The Contractor shall notify the County of the time of all meetings and allow the County to participate. Meetings shall reiterate all safety measures to be taken and shall discuss any violations committed and preventive measures to avoid subsequent violations. The Contractor shall provide the County with a copy of the meeting minutes showing project title, printed names and signatures of attendees, and list of topics discussed.
- H. The Contractor shall be prepared to respond to potential injuries, illnesses or situations of imminent hazard to employees or public health or safety. Personnel from local medical facilities shall be contacted in case of a medical need, and the quickest route to these facilities shall be determined in advance
- I. Where necessary, trenches, pits, and other excavations shall be properly shored, braced and sloped to provide safe and acceptable working conditions. Any damage occurring from earth pressures, slides, cave-ins, or other causes due to failure to provide proper shoring or bracing, or through other negligence or fault of the Contractor, shall be repaired at the Contractor's sole expense. Reference is made to Section 5.1.5 "Accident

Prevention” of the General Provisions, in which the Contractor is required to submit to the County a detailed plan showing the design or shoring, bracing, sloping of the sides of trenches, or other provisions to be made for protection of personnel during earthwork operations in advance of any such operation.

- J. HASP shall include procedures that address the clean-up in the event of a spill of toxic or hazardous materials. Any accidental spills or spills that are produced during routine equipment maintenance shall be cleaned up by removing all contaminants and the contaminated soil, disposing of it at an approved facility, and replacing the removed contaminated soil volume with clean soil material. The County may require documentation showing proper containment and removal of any toxic, hazardous, or contaminated soil that the Contractor has introduced or produced on Site.
- K. The County reserves the right to direct removal of any of the Contractor’s employees or subcontractors who are not adhering to or meeting the requirements of the landfill safety rules (See Appendix A – Landfill Site Safety Rules), law, HASP, or applicable regulations.

## **1.05 SUBMITTALS**

### **A. Health and Safety Plan (HASP):**

- 1. Submit a project-specific Health and Safety Plan (HASP) within fourteen (14) calendar days of the award of contract by the Riverside County Board of Supervisors, and prior to delivering equipment and commencing work at the Project Location.
- 2. County acceptance of the HASP does not release the Contractor of liability in the event of an accident or injury, nor does it place any liability on the County or any County employees.
- 3. HASP must, at a minimum, comply with all federal, state, and local requirements regarding all construction activities.
- 4. HASP shall address all demolition, earthwork, surveying, electrical, mechanical, building construction, and all other aspects of the Work through all phases of the Work.
- 5. The HASP shall be specific to the project and include at a minimum the following items:
  - a. SDS for chemical materials stored, used, or otherwise required for the Project.
  - b. Map and directions to hospitals and urgent care facilities.
  - c. Personal protective equipment requirements and descriptions.
  - d. Security and signage requirements.
  - e. Tool and equipment preventative maintenance.
  - f. Training for specific work conditions associated with the Project.

- g. Coordination with Contractor's Safety Officer regarding the shutdown and safety lockout/tagout of pressurized systems, electrical, mechanical, pneumatic, hydraulic, etc., systems, and other equipment and utilities.
  - h. Confined space permit requirements and procedures.
  - i. Hot work permit requirements and procedures.
  - j. Fall Hazard Protection and Prevention Plan.
  - k. Crane operation procedures and critical lift plan.
  - l. Good housekeeping procedures.
  - m. Safe work practices.
  - n. Incident investigation procedures.
  - o. Accident Prevention Program – Outline project-specific anticipated hazards and safety controls necessary to safeguard the Contractor's employees, public, and County staff and representatives.
  - p. Traffic control procedures for approaching, crossing, or traveling along public roadways or internal landfill access roads according to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD), which prescribes uniform standards and specifications for all official traffic control devices in California. The MUTCD can be viewed from Caltrans website at <http://www.dot.ca.gov/hq/traffops/engineering/mutcd/>. Signs and traffic control devices along public roadways or internal landfill access roads shall be removed and stored or covered during periods of time when they are not needed, such as the end of each working day, weekends, and any time when no construction activities are being performed.
  - q. Excavation procedures.
  - r. Project-specific activity hazard analysis (AHA) performed for Project tasks.
  - s. Exposure to toxics and hazardous materials procedures.
  - t. Spill containment and cleanup procedures.
6. The Contractor's Safety Officer shall participate in the development of the HASP and be responsible for adherence to the HASP at all times.
  7. Provide a system of informing workers, subcontractors, and others about the HASP and conditions of the Work.
  8. Revisions to the HASP:
    - a. Revise the HASP prior to the start of work as necessary to accommodate changes requested by the County, regulatory agencies, and jurisdictions having authority.
    - b. Revise the HASP as necessary to accommodate changes in site conditions.
  9. Contractor shall post copies of the HASP and all other applicable documents at the Project Location.

B. Excavation Plan:

1. In accordance with Section 5.1.5 – Accident Prevention of the General Provisions, Contractor shall submit to the County a detailed plan showing the design of shoring, bracing, sloping of the sides of trenches, or other provisions to be made for the protection of personnel during earthwork operations.
2. County acceptance of the Excavation Plan does not release the Contractor of liability in the event of an accident or injury, nor does it place any liability on the County or any County employees.
3. See Detailed Provisions Section 31 2300 – Earthwork.

C. Permits and Certificates:

1. Confined Space Entry Permit (if applicable).
2. Hot Work Permit (if applicable).
3. Machinery and Mechanized Equipment Certificates – as required by local, state, federal regulations.

D. Contractor Safety Self-Evaluation Inspection.

E. Qualifications:

1. Contractor’s Safety Officer – “40 Hour Construction Safety Hazard Awareness Training Course for Contractors”.
2. Crane Operators – Provide proof of qualification for operating cranes with rated capacities of 50,000 pounds or greater.

F. Weekly Safety Meetings:

1. Contractor shall submit minutes and the attendance list of all weekly safety meetings.

## **1.06 QUALIFICATIONS AND MEETINGS**

A. Contractor’s Safety Officer:

1. A Competent Person shall be provided for all of the hazards identified in the Contractor’s HASP and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed.
2. Contractor’s Safety Officer shall have successfully completed and received a certificate for “40 Hour Construction Safety Hazard Awareness Training Course for Contractors”. At a minimum, course shall include the following OSHA course subjects:
  - a. OSHA 510 – Occupational Safety and Health Standards for Construction
  - b. OSHA 2264 – Permit-Required Confined Space Entry
  - c. OSHA 3010 – Excavation, Trenching and Soil Mechanics
  - d. OSHA 3095 – Electrical Standards

- e. OSHA 3110 – Fall Arrest Systems
  - f. OSHA 7115 – Lockout/Tagout
  - g. Scaffolds in accordance with 29 CFR 1926.450, Subpart L
3. Project Superintendent or other Contractor personnel may act as the Contractor’s Safety Officer provided the individual meets the competency level required of the Contractor’s Safety Officer position.
  4. As part of the HASP submittal, Contractor shall provide current certification to the County of Safety Officer’s completion of “40 Hour Construction Safety Hazard Awareness Training”.
- B. Competent Person for Confined Space Entry:
1. Provide a “Competent Person” to supervise the entry into each confined space. All confined space and enclosed space work shall comply with NFPA 306, OSHA 29 CFR 1915, Subpart B, “Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment” or as applicable , 29 CFR 1910.147 for general industry.
- C. Crane Operators:
1. For mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Provide proof of current qualifications as part of HASP submittal to the County.

## **1.07 DISPLAY OF SAFETY INFORMATION**

- A. Within one (1) calendar day after commencement of Work, erect a safety bulletin board at the Project Location. Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the County, that is accessible and includes all mandatory information for employee and visitor review, shall be deemed as meeting the requirement for a bulletin board. Items required to be post include, but are not limited to the following:
1. Confined Space Entry Permit.
  2. Hot Work Permit.

## **1.08 NOTIFICATIONS AND REPORTS**

- A. Accident Notification:
1. Notify the County as soon as practical, but no more than four (4) hours after any accident or near miss meeting the definition of Recordable Injuries of Illnesses or Potential Serious Accidents/Incidents. Within notification include contractor name; project title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident

(to include type of equipment used, PPE used, etc.). Preserve the conditions of the accident site until County determines if accident will require a site investigation.

**B. Accident Reports:**

1. Conduct an accident investigation for recordable injuries and illnesses, for incidents requiring Medical Treatment, property damage accidents resulting in at least \$2,500 in damages to establish the root cause(s) of the accident. Submit the completed accident report to the County within five (5) calendar days of the accident. If requested by the County, report may be required for Potential Serious Accidents/Incidents.
2. Conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident. Do not proceed with crane operations until cause is determined and corrective actions have been implemented to the satisfactions of the County and Contractor's Safety Officer.

**C. Crane Reports:**

1. Maintain crane inspection reports as attachments to the Project Location copy of the HASP.

**1.09 HOT WORK REQUIREMENTS**

- A. "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices. At a minimum, provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal.

**1.10 CONFINED SPACE ENTRY REQUIREMENTS**

- A. Contractors entering and working in confined spaces while performing general industry work are required to follow the requirements of OSHA 29 CFR 1926 and comply with the requirements in OSHA 29 CFR 1910, and OSHA 29 CFR 1910.146.

**1.11 RADIATION SAFETY REQUIREMENTS**

- A. License certificates for radiation materials and equipment shall be submitted to the County for all specialized and licensed material and equipment that could cause fatal harm to employees or visitors.
- B. Workers shall be protected from radiation exposure in accordance with 10 CFR 20 – Standards for Protection against Radiation.
- C. Loss of radioactive material shall be reported immediately to the County.
- D. In instances where radiography is scheduled near or adjacent to buildings or areas having limited access or one-way doors, no assumptions shall be made as to building occupancy. Where necessary, the County will direct the Contractor to conduct an actual building entry, search, and alert. Where removal of personnel from such a building cannot be accomplished and it is otherwise safe to proceed with the radiography, a fully



instructed employee shall be positioned inside such building or area to prevent exiting while external radiographic operations are in process.

- E. Transportation of Regulated Amounts of Radioactive Material will comply with 49 CFR, Subchapter C, Hazardous Material Regulations.

## **1.12 SEVERE STORM PLAN**

A. In the event of a severe storm warning, the Contractor must:

1. Secure outside equipment and materials and place materials that could be damaged in protected areas.
2. Check surrounding area, including roof, for loose material, equipment debris, and other objects that could be blown away or against existing facilities.
3. Ensure that temporary erosion control measures are in place.

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION**

### **3.01 CONSTRUCTION AND OTHER WORK**

A. Comply with NFPA 70, NFPA 70E, NFPA 241, the HASP, Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails. Personal protective equipment (PPE) is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be carried/available for each person.

### **3.02 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)**

A. Ensure that each employee is familiar with and complies with lockout/tagout procedures outlined in the HASP.

### **3.03 FALL HAZARD PROTECTION AND PREVENTION PLAN**

A. Establish a Fall Hazard Protection and Prevention Plan, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with ASSP/SAFE Z359.1. Plan shall be provided to the County as part of the Contractor's submittal of the HASP.

B. Training:

1. As part of the Fall Hazard Protection and Prevention Program, provide training for each employee who might be exposed to fall hazards. Provide training by a competent person for fall protection.

C. Fall Protection Equipment and Systems:

1. Enforce use of the fall protection equipment and systems designated for each specific work activity in the fall hazard protection and prevention program and/or activity hazard analysis (AHA) at all times when an employee is exposed to a fall hazard. Personal fall arrest systems are required when working from an articulating or extendable boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500 and ASSP/SAFE A10.32.

D. Personal Fall Arrest Equipment:

1. Personal fall arrest equipment, systems, subsystems, and components shall meet ASSP/SAFE Z359.1. Only a full-body harness with a shock-absorbing lanyard of self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 meters. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

E. Horizontal Lifelines:

1. Design, install, certify and use under the supervision of a qualified person, horizontal lifelines for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 ( 29 CFR 1926.500).

F. Guardrails and Safety Nets

1. Design, install and use guardrails and safety nets in accordance with 29 CFR 1926 Subpart M.

G. Rescue and Evacuation Procedures

1. When personal fall arrest systems are used, ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirements; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan in the Fall Hazard Protection and Prevention Plan.

### 3.04 EQUIPMENT

#### A. Material Handling Equipment:

1. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
2. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.
3. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

#### B. Weight Handling Equipment

1. Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the Work. Perform erection under the supervision of a designated person as defined in ASME B30.5. Perform all testing in accordance with the manufacturer's recommended procedures.
2. Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.
3. Under no circumstances shall a Contractor make a lift at or above 90 percent of the cranes rated capacity in any configuration.
4. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and follow the requirements of ASME B30.5 or ASME B30.22 as applicable.
5. Do not crane suspended personnel work platforms (baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane.
6. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10 – Standard for Portable Fire Extinguishers.
7. All employees must keep clear of loads about to be lifted and of suspended loads.
8. Use cribbing when performing lifts on outriggers.
9. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
10. A physical barricade must be positioned to prevent personnel from the entering the counterweight swing (tail swing) area of the crane.
11. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by the County.
12. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by the County.

13. Certify that all crane operators have been trained in proper use of all safety devices.

C. Use of Explosives

1. Explosives shall not be used or brought to the Project Site without prior written approval from the County. Such approval shall not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations.
2. Storage of explosives, when permitted on County property, shall be only where directed and in approved storage facilities. These facilities shall be kept locked at all times except for inspection, delivery, and withdrawal of explosives.

**3.05 EXCAVATIONS**

A. Soil classification must be performed by a competent person in accordance with 29 CFR 1926.

B. Utility Locations:

1. All underground utilities in the work area must be positively identified by a third party, independent, private utility locating company in addition to any station locating service and coordinated with the station utility department.
2. Physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within five (5) feet of the underground system.
3. See Detailed Provisions Section 31 2300 – Earthwork and 31 2133 – Trenching, Backfilling, and Compacting for Utilities.

**3.06 ELECTRICAL**

A. Portable Extension Cords:

1. Size portable extension cords in accordance with manufacturer ratings for the tool to be powered and protected from damage. Immediately remove from service all damaged extension cords. Portable extension cords shall meet the requirements of NFPA 70E, and OSHA electrical standards.

### **3.07 WORK IN CONFINED SPACES**

A. Comply with the requirements in OSHA 29 CFR 1910, OSHA 29 CFR 1910.146, OSHA Directive CPL 2.100 and OSHA 29 CFR 1926.

1. Entry Procedures:

- a. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. All hazards pertaining to the space shall be reviewed with each employee during review of the activity hazard analysis process.
2. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
3. Perform required atmosphere monitoring with audible alarm for toxic gas detection.

END OF SECTION 01 3500



## **SPECIFICATIONS – DETAILED PROVISIONS**

### **SECTION 01 4200: REFERENCE STANDARDS AND ABBREVIATIONS**

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## **SECTION 01 4200 REFERENCE STANDARDS AND ABBREVIATIONS**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

A. Section includes:

1. Detailed Provisions Format and Content Explanation.
2. Industry Standards.
3. Governing Regulations/Authorities.
4. Abbreviations.

#### **1.02 DETAILED PROVISIONS FORMAT AND CONTENT EXPLANATION**

A. Detailed Provisions Format: The Detailed Provisions, Divisions 01 through 33, are generally organized into Divisions and Sections based on the Construction Specifications Institute's 2014 fifty (50) Division format.

B. Detailed Provisions Content: These Detailed Provisions use certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language: Language used in Detailed Provisions and other Contract Documents are the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
2. Imperative and streamlined language is used generally in the Detailed Provisions. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled directly by the Contractor or by others when so noted.
  - a. The words "shall", "shall be", or "shall comply with", depending on the context, are implied where a colon (:) is used within a sentence or phrase.
3. Detailed Provisions requirements are to be performed by Contractor unless specifically stated otherwise.

C. General Provisions and Special Provisions: Requirements of General Provisions and Special Provisions of the Contract Documents apply to Work of all Sections in the Detailed Provisions.



### 1.03 DRAWING CONVENTIONS

- A. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Detailed Provisions. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Detailed Provisions Sections.
  2. Abbreviations: Materials and products are identified by abbreviations and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Detailed Provisions Section numbers.

### 1.04 DEFINITIONS

- A. **“Approved”** used to convey County’s action on Contractor submittals, applications and requests.
- B. **“Directed”** means a command or instruction by County. Other terms including “requested”, “authorized”, “selected”, “required”, and “permitted” have the same meaning as “directed”.
- C. **“Indicated”** are requirements expressed by graphic representations or in written form on Drawings, in Detailed Provisions, and in other Contract Documents. Other terms including “shown”, “noted”, “scheduled”, and “specified” have the same meaning as “indicated”.
- D. **“Regulations”** are laws, ordinances, statues, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- E. **“Furnish”** means supply and deliver to Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- F. **“Install”** means unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean and similar operations at Project Site.
- G. **“Plans”** or **“Project Drawings”** are the contract Project Drawings specifically prepared for the project.
- H. **“Provide”** means furnish and install, complete and ready for intended use.

### 1.05 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, referenced construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Unless noted otherwise, comply with the standard in effect as of the date of the Bid Proposal.

- C. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with referenced industry standards applicable to that entity’s construction activity. Copies of referenced standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
- D. All work specified herein shall conform to or exceed the requirements of the referenced specifications, codes and standards to the extent that the provisions of such documents are not in conflict with the requirements of these Detailed Provisions.
- E. References herein to “Building Code” shall mean the California Building Code (CBC) of the International Code Council (ICC).
- F. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the County for clarification and directions prior to ordering or providing any materials or labor. The Contractor’ Bid Proposal shall take into account costs for the most stringent requirements.
- G. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards and specifications listed herein.
- H. Referenced herein to “OSHA Regulations for Construction” shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

**1.06 ABBREVIATIONS AND ACRONYMS**

- A. Industry Organizations: Where abbreviations and acronyms are used in the Contract Documents, they shall mean the recognized name of the entities indicated in Gale’s “Encyclopedia of Associations: National Organizations of the U.S.” or in Columbia Books’ “National Trade & Professional Associations of the United States”. Names
- B. Abbreviations and Acronyms: The following abbreviations and acronyms, as referenced in Contract Documents, are defined to mean the associated names. Names and contact information are subject to change and are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

AA	Aluminum Association; <a href="http://www.aluminum.org">www.aluminum.org</a>
AABC	Associated Air Balance Council; <a href="http://www.aabc.com">www.aabc.com</a>
AAMA	American Architectural Manufacturers Association; <a href="http://www.aamanet.org">www.aamanet.org</a>
AASHTO	American Association of State Highway and Transportation Officials; <a href="http://www.transportation.org">www.transportation.org</a>
ABMA	American Bearing Manufacturers Association; <a href="http://www.americanbearings.org">www.americanbearings.org</a>
ACI	American Concrete Institute (formerly: ACI International); <a href="http://www.concrete.org">www.concrete.org</a>
ACPA	American Concrete Pipe Association; <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>
AGA	American Gas Association; <a href="http://www.aga.org">www.aga.org</a>

AGC	Associated General Contractors
AGMA	American Gear Manufacturers Association; <a href="http://www.agma.org">www.agma.org</a>
AHA	American Hardboard Association; <a href="http://www.domensino.com/AHA/default.htm">www.domensino.com/AHA/default.htm</a>
AHAM	Association of Home Appliance Manufacturers; <a href="http://www.aham.org">www.aham.org</a>
AHRI	Air-Conditioning, Heating, and Refrigeration Institute; <a href="http://www.ahrinet.org">www.ahrinet.org</a>
AI	Asphalt Institute; <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>
AIA	American Institute of Architects
AIA	American Insurance Associates; <a href="http://www.americaninsassoc.com">www.americaninsassoc.com</a>
AIHA	American Industrial Hygiene Association; <a href="http://www.aiha.org">www.aiha.org</a>
AISC	American Institute of Steel Construction; <a href="http://www.aisc.org">www.aisc.org</a>
AISI	American Iron and Steel Institute; <a href="http://www.steel.org">www.steel.org</a>
AITC	American Institute of Timber Construction; <a href="http://www.atic-glulam.org">www.atic-glulam.org</a>
AMCA	Air Movement and Control Association International, Inc.
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute; <a href="http://www.ansi.org">www.ansi.org</a>
AOSA	Association of Official Seed Analysis; <a href="http://www.aosaseed.com">www.aosaseed.com</a>
APA	APA – The Engineered Wood Association
APA	Architectural Precast Association
API	American Petroleum Institute; <a href="http://www.api.org">www.api.org</a>
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASC	Adhesive and Sealant Council; <a href="http://www.ascouncil.org">www.ascouncil.org</a>
ASCE	American Society of Civil Engineers; <a href="http://www.asce.org">www.asce.org</a>
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers; <a href="http://www.ashrae.org">www.ashrae.org</a>
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers; <a href="http://www.asme.org">www.asme.org</a>
ASPE	American Society of Plumbing Engineers; <a href="http://www.aspe.org">www.aspe.org</a>
ASQC	American Society of Quality Control
ASSE	American Society of Sanitation Engineering; <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>
ASSP	American Society of Safety Professionals
ASTM	American Society for Testing and Materials International; <a href="http://www.astm.org">www.astm.org</a>
ATIS	Alliance for Telecommunications Industry Solutions
AWI	Architectural Wood Institute; <a href="http://www.awinet.org">www.awinet.org</a>
AWPA	American Wood Protection Association; <a href="http://www.awpa.com">www.awpa.com</a>
AWPI	American Wood Preservers Institute
AWS	American Welding Society; <a href="http://www.aws.org">www.aws.org</a>
AWWA	American Water Works Association; <a href="http://www.awwa.org">www.awwa.org</a>
BHMA	Builders Hardware Manufacturers Association; <a href="http://buildershardware.com/">http://buildershardware.com/</a>
BIA	Brick Industry Association
BICSI	Building Industry Consulting Service International; <a href="http://www.bicsi.org">www.bicsi.org</a>
BOCA	BOCA (Building Officials and Code Administrators International, Inc.)

CDA	Copper Development Association
CGA	Compressed Gas Association
CI	Chlorine Institute; <a href="http://www.chlorineinstitute.org">www.chlorineinstitute.org</a>
CISPI	Cast Iron Soil Pipe Institute; <a href="http://www.cispi.org">www.cispi.org</a>
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CPA	Composite Panel Association
CRSI	Concrete Reinforcing Steel Institute; <a href="http://www.crsi.org">www.crsi.org</a>
CSQA	California Stormwater Quality Association; <a href="http://www.casqa.org">www.casqa.org</a>
DASMA	Door and Access Systems Manufacturers Association
DHI	Door and Hardware Institute
EJMA	Expansion Joint Manufacturers Association; <a href="http://www.ejma.org">www.ejma.org</a>
ETL	Electrical test Laboratories
FM	FM Global Research; <a href="http://www.fmglobal.com">www.fmglobal.com</a>
GA	Gypsum Association; <a href="http://www.gypsum.org">www.gypsum.org</a>
GANA	Glass Association of North America; <a href="http://www.glasswebsite.com">www.glasswebsite.com</a>
GBCI	Green Building Certification Institute; <a href="http://www.gbci.org">www.gbci.org</a>
GRI	Geosynthetics Research Institute; <a href="http://www.geosynthetics-institute.org">www.geosynthetics-institute.org</a>
HI	Hydraulic Institute
HMMA	Hollow Metal Manufacturers Association (see NAAMM)
HPVA	Hardwood Plywood & Veneer Association; <a href="http://www.hpva.org">www.hpva.org</a>
ICBO	International Conference of Building Officials (see ICC)
ICC	International Code Council; <a href="http://www.iccsafe.org">www.iccsafe.org</a>
ICEA	International Cable Engineers Association, Inc.; <a href="http://www.icea.net">www.icea.net</a>
ICPA	International Cast Polymer Alliance
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission; <a href="http://www.iec.ch">www.iec.ch</a>
IEEE	Institute of Electrical and Electronics Engineers; <a href="http://www.ieee.org">www.ieee.org</a>
IES	Illuminating Engineering Society of North America; <a href="http://www.iesna.org">www.iesna.org</a>
IFC	International Firestop Council; <a href="http://www.firestop.org">www.firestop.org</a>
IGCC	Insulating Glass Certification Council; <a href="http://www.igcc.org">www.igcc.org</a>
IGMA	Insulating Glass Manufacturers Alliance; <a href="http://www.igmaonline.org">www.igmaonline.org</a>
IMSA	International Municipal Signal Association; <a href="http://www.imsasafety.org">www.imsasafety.org</a>
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	International Society of Automation; <a href="http://www.isa.org">www.isa.org</a>
ISO	International Organization for Standardization
LEED	Leadership in Energy and Environmental Design
LPI	Lightning Protection Institute; <a href="http://www.lightning.org">www.lightning.org</a>
MBMA	Metal Building Manufacturers Association
MCA	Metal Construction Association
MHIA	Material Handling Industry of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry Inc.; <a href="http://www.mss-hq.org">www.mss-hq.org</a>

NAAMM	National Association of Architectural Metal Manufacturers; <a href="http://www.naamm.org">www.naamm.org</a>
NACE	NACE International (National Association of Corrosion Engineers International); <a href="http://www.nace.org">www.nace.org</a>
NAIMA	North American Insulation Manufacturers Association
NAPA	National Asphalt Pavement Association; <a href="http://www.asphaltpavement.org">www.asphaltpavement.org</a>
NAPF	National Association of Pipe Fabricators; <a href="http://napf.com">http://napf.com</a>
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association; <a href="http://www.ncma.org">www.ncma.org</a>
NEBB	National Environmental Balancing Bureau; <a href="http://www.nebb.org">www.nebb.org</a>
NEC	National Electrical Code; <a href="http://www.nfpa.org">www.nfpa.org</a>
NECA	National Electrical Contractors Association; <a href="http://www.necanet.org">www.necanet.org</a>
NEMA	National Electrical Manufacturers Association; <a href="http://www.nema.org">www.nema.org</a>
NETA	InterNational Electrical Testing Association; <a href="http://www.netaworld.org">www.netaworld.org</a>
NFPA	NFPA (National Fire Protection Association); <a href="http://www.nfpa.org">www.nfpa.org</a>
NFPA	National Forest Products Association
NFRC	National Fenestration Rating Council
NHLA	National Hardwood Lumber Association
NIST	National Institute of Standards and Technology; <a href="http://www.nist.gov">www.nist.gov</a>
NLGI	National Lubricating Grease Institute
NPCA	National Paint and Coatings Association; <a href="http://www.paint.org">www.paint.org</a>
NRCA	National Roofing Contractors Association; <a href="http://www.nrca.net">www.nrca.net</a>
NRMCA	National Ready Mixed Concrete Association; <a href="http://www.nrmca.org">www.nrmca.org</a>
NSF	NSF International (National Sanitation Foundation International); <a href="http://www.nsf.org">www.nsf.org</a>
NSPE	National Society of Professional Engineers
NSSGA	National Stone, Sand & Gravel Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association; <a href="http://www.cement.org">www.cement.org</a>
PCI	Precast/Prestressed Concrete Institute; <a href="http://www.pci.org">www.pci.org</a>
PDI	Plumbing & Drainage Institute; <a href="http://www.pdionline.org">www.pdionline.org</a>
PTI	Post Tensioning Institute; <a href="http://www.post-tensioning.org">www.post-tensioning.org</a>
RCSC	Research Council on Structural Connections; <a href="http://boltcouncil.org/">http://boltcouncil.org/</a>
SCTE	Society of Cable Telecommunications Engineers; <a href="http://www.scte.org">www.scte.org</a>
SDI	Steel Deck Institute; <a href="http://www.sdi.org">www.sdi.org</a>
SDI	Steel Door Institute
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPFA	Spray Polyurethane Foam Alliance
SPRI	Single Ply Roofing Industry; <a href="http://www.spri.org">www.spri.org</a>
SSPC	Society for Protective Coatings; <a href="http://www.sspc.org">www.sspc.org</a>
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SWPA	Submersible Wastewater Pump Association

TCNA	Tile Council of North America; <a href="http://www.tcnatile.com">www.tcnatile.com</a>
TIA	Telecommunications Industry Association, <a href="http://www.tiaonline.org">www.tiaonline.org</a>
UBC	Uniform Building Code (see ICC)
UL	Underwriters Laboratories, Inc.; <a href="http://www.ul.com">www.ul.com</a>
USGBC	United States Green Building Council; <a href="http://www.usgbc.org">www.usgbc.org</a>
WASTEC	Waste Equipment Technology Association
WCRSI	Western Concrete Reinforcing Steel Institute
WDMA	Window & Door Manufacturers Association; <a href="http://www.wdma.com">www.wdma.com</a>
WRI	Wire Reinforcement Institute, Inc.; <a href="http://www.wirereinforcementinstitute.org">www.wirereinforcementinstitute.org</a>
WSC	Water Systems Council; <a href="http://www.watersystemscouncil.org">www.watersystemscouncil.org</a>
WWPA	Western Wood Products Association
WWPA	Woven Wire Products Association; <a href="http://www.wovenwire.org">www.wovenwire.org</a>

C. Code Agencies: Where abbreviations and acronyms are used in the Contract Documents, they shall mean the recognized name of the entities in the following list:

1. DIN – Deutsches Institut für Normung e. V.; [www.din.de](http://www.din.de)
2. IAPMO – International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org)
3. ICC – International Code Council; [www.iccsafe.org](http://www.iccsafe.org)
4. ICC-ES-ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org)

D. Federal Government Agencies: Names and titles of federal government standard or Specification producing agencies are often abbreviated. The following abbreviations and acronyms are used in the Contract Documents indicate names of standard or Specification producing agencies of the federal government. Names and contact information are subject to change and are believed to be, but are not assured, accurate and up to date as of the date of the Contract Documents.

1. CFR – Code of Federal Regulations; [www.gpo.gov](http://www.gpo.gov)
2. CPSC – Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov)
3. DOC – Department of Commerce; National Institute of Standards and Technology (NIST); [www.nist.gov](http://www.nist.gov)
4. DOD – Department of Defense; <http://www.defense.gov>
5. DOE – Department of Energy; [www.energy.gov](http://www.energy.gov)
6. DOT – Department of Transportation; [www.dot.gov](http://www.dot.gov)
7. EPA – Environmental Protection Agency; [www.epa.gov](http://www.epa.gov)
8. FAA – Federal Aviation Administration; [www.faa.gov](http://www.faa.gov)
9. FG – Federal Government Publications; [www.gpo.gov](http://www.gpo.gov)
10. FS – Feral Specification (from GSA); [www.gsa.gov](http://www.gsa.gov)
11. GSA – General Services Administration; [www.gsa.gov](http://www.gsa.gov)
12. HUD – Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov)

13. LBL – Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov)
  14. OSHA – Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov)
  15. SD – Department of State; [www.state.gov](http://www.state.gov)
  16. TRB – Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org)
  17. USBLS – United States Bureau of Labor Statistics, [www.bls.gov](http://www.bls.gov)
  18. USCOE – Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil)
  19. USDA – Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov)
  20. USDA – Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov)
  21. USDJ – Department of Justice, Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov)
  22. USP – U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org)
  23. USPS – United States Postal Service; [www.usps.com](http://www.usps.com)
- E. Local Government Agencies: Names and titles of local government standard or Specification producing agencies are often abbreviated. The following abbreviations and acronyms referenced in Contract Documents indicate names of standard or Specification producing agencies of local and state government. Names and contact information are subject to change and are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.
1. State of California
    - a. BPELSG –California Department of Consumer Affairs – Board for Professional Engineers, Land Surveyors, and Geologists; <http://www.bpelsg.ca.gov/>
    - b. BSC – California Building Standards Commission; [www.bsc.ca.gov](http://www.bsc.ca.gov)
    - c. CALGreen – BSC California Green Building Standards; [www.bsc.ca.gov/Home/CALGreen.aspx](http://www.bsc.ca.gov/Home/CALGreen.aspx)
    - d. CalEPA – California Environmental Protection Agency; [www.calepa.ca.gov](http://www.calepa.ca.gov)
    - e. CalOSHA – California Department of Industrial Relations – Division of Occupational Safety and Health; <http://www.dir.ca.gov/DOSH/dosh1.html>
    - f. CalRecycle – California Department of Resources Recycling and Recovery; [www.calrecycle.ca.gov](http://www.calrecycle.ca.gov)
    - g. Caltrans – California Department of Transportation; [www.dot.ca.gov](http://www.dot.ca.gov)
    - h. CARB – California Air Resources Board; [www.arb.ca.gov](http://www.arb.ca.gov)
    - i. CCR – California Code of Regulations; [www.oal.ca.gov/ccr.htm](http://www.oal.ca.gov/ccr.htm)
    - j. CDI – California Department of Insurance; [www.insurance.ca.gov](http://www.insurance.ca.gov)



- k. CHSC – California Health and Safety Code
  - l. CPUC – California Public Utilities Commission; <http://www.cpuc.ca.gov>
  - m. CSLB – Contractors State Licensing Board; [www.cslb.ca.gov](http://www.cslb.ca.gov)
  - n. DIR – California Department of Industrial Relations; [www.dir.ca.gov](http://www.dir.ca.gov)
  - o. DTSC – California Department of Toxic Substances Control; <http://www.dtsc.ca.gov/>
  - p. DWR – California Department of Water Resources; [www.water.ca.gov](http://www.water.ca.gov)
  - q. DWC - California Department of Industrial Relations – Division of Workers’ Compensation; [www.dir.ca.gov/dwc](http://www.dir.ca.gov/dwc)
  - r. LWDA – California Labor and Workforce Development Agency; <http://labor.ca.gov/>
  - s. SWRCB – CalEPA: State Water Resources Control Board; [www.swrcb.ca.gov](http://www.swrcb.ca.gov)
2. Regional Agencies
- a. SARWQCB – Santa Ana Regional Water Quality Control Board; <http://www.waterboards.ca.gov/santaana/>
  - b. SCAQMD – South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov)
3. County of Riverside
- a. BOS – County of Riverside Board of Supervisors; <http://www.countyofriverside.us/AboutTheCounty/BoardofSupervisors.aspx>
  - b. DEH – Riverside County Department of Environmental Health; [www.rivcoeh.org](http://www.rivcoeh.org)
  - c. EDA-FM – County of Riverside Economic Development Agency – Division of Facilities Management; <http://www.rivcoeda.org/Departments/FacilitiesManagement/tabid/1444/Default.aspx>
  - d. EPD – County of Riverside Environmental Programs Division; [www.rctlma.org/epd](http://www.rctlma.org/epd)
  - e. RCDWR – Riverside County Department of Waste Resources; [www.rcwaste.org](http://www.rcwaste.org)
  - f. RCFC&WCD – Riverside County Flood Control and Water Conservation District; [www.floodcontrol.co.riverside.ca.us](http://www.floodcontrol.co.riverside.ca.us)
  - g. RCFD – Riverside County Fire Department; <http://www.rvcfire.org>
  - h. RCTD – Riverside County Transportation Department; <http://rctlma.org/trans/>
  - i. TLMA – County of Riverside Transportation and Land Management Agency; [www.rctlma.org](http://www.rctlma.org)



**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION 01 4200



**SPECIFICATIONS – DETAILED PROVISIONS**  
**SECTION 01 4300: QUALITY ASSURANCE AND CONTROL**  
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## SECTION 01 4300 QUALITY ASSURANCE AND CONTROL

### PART 1 GENERAL

#### 1.01 SUMMARY

A. Section includes the following:

1. Administrative and procedural requirements for quality assurance and quality control.
2. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - a. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and –control procedures that facilitate compliance with the Contract Document requirements.
  - b. Requirements for Contractor to provide quality-assurance and –control services required by County or authorities having jurisdiction are not limited by provisions of this Section.
  - c. Specific test and inspection requirements are specified in the Project Construction Quality Assurance/Quality Control (QA/QC) Plan (Appendix E).

#### 1.02 REFERENCES

- A. Quality Assurance and Quality Control Plan (QA/QC Plan) for the Closure Construction at the Mecca II Sanitary Landfill (Appendix E) Prepared by Riverside County Department of Waste Resources.
- B. American Society for Testing and Materials (ASTM):
  1. ASTM E329 – Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.

#### 1.03 DEFINITIONS

- A. Quality-Assurance Services – Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services – Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by County.
- C. Mockups – Full-sized physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review

coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups – Full-size physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing or Conformance Testing – Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing – Tests and inspections that are performed by an Nationally Recognized Testing Laboratory (NRTL), an NVLAP (National Institute of Science and Technology (NIST) National Voluntary Laboratory Accreditation Program), or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing – Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing – Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency – An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector – Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  1. Use of trade-specific terminology in referring to trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced – Unless noted otherwise, when used with an entity or individual, “experienced” means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to the Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### **1.04 CONFLICTING REQUIREMENTS**

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. In case of conflict between the Contract Documents, the following order of governing documents shall be followed (with first listed document controlling):
  1. Permits from other authorities having jurisdiction as may be required by law.
  2. Special Provisions

3. Quality Assurance and Quality Control Plan
4. Detailed Provisions
5. General Provisions
6. Project Drawings (specific details supersede general plan)
7. Standard Drawings
8. State Standard Specifications

The Special Provisions, Detailed Provisions, Drawings, and Standards are intended to be complimentary so that any work exhibited in the Drawings, but not mentioned in the Special and/or Detailed Provisions, or vice versa, shall be executed to the true intent thereof and the same as if both exhibited in Drawings and set forth in the Special Provisions. The Contractor shall consult with the County to obtain interpretations of the Contract Documents. The Contractor shall also assist in resolutions of questions and transmit written interpretations to concerned parties.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to the County for a decision before proceeding.

## **1.05 REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. At the minimum, include the following:
1. Date of issue.
  2. Project title.
  3. Name, address, e-mail, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Detailed Provisions Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.

13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. At the minimum, include the following:
1. Name, address, e-mail, and telephone number of representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Other required items indicated in individual Detailed Provisions Sections.
- C. Permits, Licenses, and Certificates: For County's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgements, correspondence, records and similar documents, established for compliance with standards and regulations bearing performance of the Work.

## **1.06 QUALITY ASSURANCE**

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Detailed Provisions Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for the Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for the Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for the Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for the Project.
- F. Specialists: Certain Detailed Provisions Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, and NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A Nationally Recognized Testing Laboratory according to 29 CFR 1910.7
  2. NVLAP: A testing agency accredited according to National Institute of Science and Technology (NIST) National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that similar in material, design, and extent to those indicated for the Project.
- I. Preconstruction Testing and Conformance Testing: Where testing agency is indicated to perform preconstruction/conformance testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - d. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to County, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by the County.
  2. Notify County seven (7) calendar days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain County's approval of mockups before starting work, fabrication, or construction.



- a. Allow seven (7) calendar days for initial review and each re-review of each mockup.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction/conformance testing and those specified in individual Detailed Provisions Sections.

## **1.07 QUALITY CONTROL**

- A. County Responsibilities: Where quality-control services are indicated in individual Detailed Provisions Sections as County's responsibility, County will engage a qualified testing agency to perform these services. It is the Contractor's responsibility to schedule the testing provided by such agencies.
1. County will furnish Contractor with names, addresses, e-mail, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs associated with retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with Contract Documents due to the Contractor's actions, shall be charged to the Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to County are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by County, unless agreed to in writing by the County.
  2. Notify testing agencies at least forty-eight (48) hours in advance of time when Work that requires testing or inspection will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-

- inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with County and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify County and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## **1.08 SPECIAL INSPECTIONS AND TESTS**

- A. Special Inspections and Tests: Conducted by a qualified special inspector as required by California Building Code (CBC), as indicated in individual Detailed Provisions Sections and indicated in the Project Drawings, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.

2. Notifying County and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to County, Contractor, and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION**

### **3.01 TEST AND INSPECTION LOG**

- A. Test and Inspection Log: Prepare a record of tests and inspections. At a minimum, include the following:
  1. Date of test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date of test or inspection results were transmitted to County.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project Location. Post changes and revisions as they occur. Provide access to test and inspection log for County's reference during normal working hours.

### **3.02 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Detailed Provisions Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4300



## SPECIFICATIONS – DETAILED PROVISIONS

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## SECTION 01 4320 SURVEYING

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes the following:
  - 1. Acceptance of County-provided survey.
  - 2. Construction surveying.
  - 3. Completed Work Verification Survey.
- B. Related Detailed Provisions Sections include, but are not limited to:
  - 1. Section 31 2300 – Earthwork

#### 1.02 DEFINITIONS

- A. DTM: Digital terrain modeling.
- B. Project Datum and Date of County-Provided Survey:
  - 1. The three dimensional coordinate system, as follows:
    - a. Vertical Datum: North American Vertical Datum of 1988 (NAVD 88).
    - b. Horizontal Datum: North American Datum of 1983 (NAD 83), Epoch 2007.0, California State Plane Coordinate System, Zone VI.
  - 2. Date County-Provided Survey Was Performed:
    - a. Performed using photogrammetric methods on October 17, 2019.

#### 1.03 SUBMITTALS

- A. Submittal Procedures: See Detailed Provisions Section 01 3300 – Submittal Procedures for requirements for the mechanics and administration of the submittal process.
- B. Surveyor Qualifications:
  - 1. Provide within seven (7) calendar days following the issuance of the Notice to Proceed the following for each licensed professional surveyor whose services the Contractor proposes to rely upon:
    - a. Name, address, e-mail, telephone number, and complete contact information.
- C. Field Engineering prior to commencing layout:
  - 1. Provide the County a complete closed survey loop identifying project benchmarks, vertical and horizontal control, and data demonstrating these points relative to the Project Datum.
- D. Contractor's Letter of Acceptance of County-Provided Survey (as shown on the Project Drawings) or written notice of discrepancies of County-provided survey.

E. Completed Work Verification Survey:

1. Submit electronic survey, certified by the Contractor's surveyor, of the entire completed Work, including but not limited to, earthwork, structural steel, finish pad corners and elevations, conduits, and utility systems documenting the physical completion and accuracy of Work in accordance with the Contract Documents.
  - a. Submittal shall be provided to the County prior to Contractor's Request for Substantial Completion.
  - b. Demonstrate that the Work complies with the construction tolerances specified in Detailed Provisions Section 01 7000 – Execution Requirements.

**1.04 ACCEPTANCE OF COUNTY-PROVIDED SURVEY**

- A. The nature and extent of the Work is dependent on original ground surface elevations and planimetric features as presented on the Project Drawings.
- B. The Contractor has a single opportunity, during the preconstruction phase of the contract, to either accept or to identify differences or discrepancies in the County-provided survey, as shown on the Project Drawings.
  1. Differences or discrepancies refer to variations in the elevations and locations shown on the Project Drawings that exceed the allowable tolerances stated in Detailed Provisions Section 01 7000 – Execution Requirements.
- C. The Contractor has the option of:
  1. Surveying the original ground surface elevations and planimetric features prior to issuance of the Notice to Proceed.
    - a. Contractor's survey shall be no less than ½ - foot contour interval.
  2. Accepting the elevations and planimetric features indicated on the Project Drawings.
- D. Contractor's Letter of Acceptance of County-Provided Survey:
  1. If the Contractor accepts the County-provided survey, the Contractor shall provide a letter stating the Contractor has reviewed and accepted the County-provided survey, as shown on the Project Drawings, and that the information is complete and accurate within the Tolerances of Preconstruction Conditions in accordance with Detailed Provisions Section 01 7000 – Execution Requirements.
    - a. The Contractor's Letter of Acceptance of County-Provided Survey shall be provided no later than two (2) weeks after issuance of the Notice to Proceed and prior to commencing structure layout and earthwork operations.
- E. Contractor Identification of Correction of County-Provided Survey:
  1. If the Contractor does not accept the County-provided survey, the Contractor shall complete its own survey and identify and quantify discrepancies, errors or differences in a letter to the County no later than two (2) weeks after issuance of the Notice to Proceed and prior to commencing structure layout and earthwork activities.

- a. Contractor shall provide a minimum of two (2) working days' notice to County for access to the Project Location.
- b. The County will escort the Contractor during its onsite survey.
- 2. Provide a Digital Terrain Model (DTM) of the Contractor's survey to the County upon completion of the Contractor's survey. DTM shall be compliant with Bentley InRoads software format.
  - a. The County will compare the Contractor's DTM with the County's DTM to attempt to substantiate the Contractor's results.
- 3. In the event of a discrepancy between the County and Contractor surveys, the County shall reconcile the difference through additional survey and consultation with the Contractor.
- 4. If the County-reconciled survey differs beyond the Tolerances, specified within Detailed Provisions Section 01 7000 – Execution Requirements, from the County-provided survey, as indicated on the Project Drawings, the Contractor may request an adjustment to the Contract Price or Contract Time in accordance with the General Provisions.

### **1.05 CONTRACTOR'S OWN SURVEY WORK**

- A. Perform surveying activities to sufficiently set out, control, and as-built the Work.

### **1.06 QUALITY ASSURANCE**

- A. Survey work of this Section is to be performed by a licensed Professional Land Surveyor registered in the State of California.
- B. Corrections of the Work due to survey errors and omissions are the responsibility of the Contractor.

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. Survey Control Points:
  - 1. At the Mecca II Sanitary Landfill, County surveyors have established external primary survey control points on firm ground outside the limits of the work to be used throughout the construction period for the Contractor's work.
- B. Surveying and Layout:
  - 1. Work from lines and levels established by County surveyors and provided in the Project Drawings.
  - 2. Establish secondary benchmarks and control points to set lines and levels throughout the Project Location.



3. Locate and flag/stake the continuous Construction Limits indicated on the Project Drawings.
    - a. Construction Limits flagging shall consist of continuous orange safety fencing.
    - b. Keep the fencing in place, fully functional, until directed to remove it by the County.
  4. Locate and layout site improvements, including but not limited to grade stakes, grading, fill placement, cut and fill slopes, invert elevations, utility alignments, foundations, finish pad elevations and corners, and pavements.
  5. Locate and layout batter boards for structures, vaults, control lines, and levels.
  6. Provide and maintain temporary means of checking and rechecking layout to confirm correct and accurate placement of materials and items.
  7. Accurately record as-built information on the Record Drawings.
- C. Do not scale Contract Documents provided by the County.
- D. Surveyor Log:
1. Maintain a Surveyor Log of control data and other survey work at the Project Location.
  2. Provide access to the Surveyor Log when requested by the County.

### **3.02 COMPLETED WORK VERIFICATION SURVEY**

- A. Contractor's surveyor shall survey the entire completed Work documenting the physical completion and accuracy of the Work in accordance with the Contract Documents.
- B. Completed Work Verification Survey shall include all aspects of the Work, including, but not limited to, elevations and grades within the Construction Limits on a 25-foot by 25-foot minimum grid system in addition to survey points at:
  1. All changes in grades.
  2. Edge of pavements – not more than 25 feet between points and at all changes in direction of the pavement edges.
  3. Structure ground floor elevations at corners of floor and slab grades.
  4. Utility system locations, grades and elevations including rim and invert elevations of all structures and the location and elevation of all vaults, pull boxes, valves, and fittings.
  5. Retaining wall locations and elevations including bottom of footings, top of walls.
  6. Exterior light fixture locations.
- C. Survey results shall be in an electronic format, including a DTM compatible with Bentley InRoads software.

- D. County surveyors may elect to perform verification survey work to ensure all construction conforms to the requirements of the Contract Documents, and for surveying as-built information. The Contractor shall provide County surveyor's with access to the completed portions of the work before they are covered by subsequent construction to allow County surveyor's to verify that all construction conforms to the requirements of the Contract Documents. The Contractor shall therefore provide notice to the County at least two (2) working days prior to the time the respective areas will be ready for verification surveys, and at least one (1) working day for the survey work or any other inspection to be completed. Major construction items requiring County surveyor verification include, but are not limited to:
1. Surfaces within limits of over-excavation area prior to placement of engineered fill.
  2. Foundation subgrade.
  3. Utility system locations, grades and elevations including rim and invert elevations of all structures and the location and elevation of all vaults, pull boxes, valves, and fittings.
  4. Structure floor elevations and grades.
  5. Other miscellaneous surveys as deemed necessary by the County to complete the Project.
- E. County will check the Contractor's Completed Work Verification Survey and report any discrepancies to the Contractor for resolution as part of the Substantial Completion Punch List. In the event of discrepancies between Contractor's Completed Work Verification Survey and County verification survey, the County verification survey results shall govern.

### **3.03 FIELD QUALITY CONTROL**

- A. Survey Accuracy: Measurements performed in accordance with requirements of this Detailed Provisions Section are to be accurate within one-hundredth (0.01) of a foot in both vertical and horizontal planes.

### **3.04 PROTECTION**

- A. Protect benchmarks and control points used in the Work.
1. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
  2. Do not relocate benchmarks without prior written approval from the County.
  3. Promptly replace lost or destroyed project control points to the satisfaction of the County, at no additional cost to the County.

END OF SECTION 01 4320

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**SPECIFICATIONS – DETAILED PROVISIONS**  
**SECTION 01 5000: TEMPORARY FACILITIES AND CONTROLS**  
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## SECTION 01 5000 TEMPORARY FACILITIES AND CONTROLS

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Contract Document Sections include, but are not limited to:
  - 1. General Provisions
  - 2. Detailed Provisions Section 01 1100 – Summary of Work

#### 1.02 REFERENCES

- A. Comply with requirements of Detailed Provisions Section 01 4200 – Reference Standards and Abbreviations and as listed herein. The following is a list of standards referenced and incorporated into this Section:
  - 1. American Society of Testing and Materials (ASTM):
    - a. ASTM E136 – Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 Deg C.
  - 2. Code of Federal Regulations (CFR):
    - a. 29 CFR 1926 – Safety and Health Regulations for Construction.
  - 3. National Fire Protection Association (NFPA):
    - a. NFPA 70 – National Electrical Code.
    - b. NFPA 241 – Standard for Safeguarding Construction, Alteration, and Demolition Operations.

#### 1.03 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Permits and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain all required certifications and permits.

#### 1.04 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service/facility to assume responsibility for operation, maintenance, and protection of each permanent service/facility during its use as a construction facility before County's acceptance, regardless of previously assigned responsibilities.

## 1.05 SUBMITTALS

- A. Submittal Procedures: See Detailed Provisions Section 01 3300 – Submittal Procedures for requirements for the mechanics and administration of the submittal process.
- B. Site Plan:
  - 1. Submit for County approval drawing showing temporary facilities, utility hookups, staging areas, storage areas and parking areas for construction personnel.
- C. Fire-Safety Program:
  - 1. Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8" OD line posts and 2-7/8" OD corner and pull posts.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8" OD line posts and 2-7/8" OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- C. K-Rails shall consist of interconnected new or refurbished precast concrete barrier units and shall conform to the provisions in Section 12-3.20 of the State Standard Specifications.
- D. K-Rails with mounted Chain-Link Fencing: K-Rails shall conform to Sections 2.01C of this detailed provision and shall have slots that allow chain-link fencing to be mounted and connected securely on top of the K-rails. The mounted chain-link fencing shall conform to section 2.01A of this detailed provision but with a minimum fence height of at least 4 feet.
- E. Construction/Safety Fencing:
  - 1. 4-foot tall orange fabric mesh as manufactured by:
    - a. Tenax Corporation (Beacon Plus or Diamex); [www.tenaxus.com](http://www.tenaxus.com);
    - b. Or approved equal
  - 2. Use metal T-Posts installed up to ten (10) feet apart or as necessary to prevent sagging at all times. Due to safety concerns and potential high wind conditions at the Project Location, rebar, metal u-post, and wooden stakes shall not be allowed as supports for construction/safety fencing.

## **2.02 TEMPORARY FACILITIES**

- A. Contractor's Field Office: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for wind and seismic loading. Sufficient size to accommodate needs of construction personnel activities. Keep office clean and orderly.
- B. Storage and Fabrications Sheds: Contractor may provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
- C. Final location of Contractor's temporary facilities shall be coordinated with the County to ensure that access critical to landfill operations is maintained at all times.

## **2.03 EQUIPMENT**

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures. The Contractor shall provide fire extinguishers and other fire protection equipment to adequately protect new and existing facilities and temporary facilities against damage by fire. Water casks, chemical equipment or other sufficient means shall be provided for fighting fires in the new, existing and temporary structures and other portions of the Work and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The Contractor's fire protection program shall conform to the requirements of the OSHA Standards for Construction. The Contractor shall employ every reasonable means to prevent the hazard of fire.
- B. HVAC Equipment: Unless County authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 3. Permanent HVAC System: If County authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air-grille in system and remove at end of construction and clean HVAC system.

## **PART 3 EXECUTION**

### **3.01 GENERAL INSTALLATION**

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work. Locate facilities to limit site disturbance.



### 3.02 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, County, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Supply:

1. The nearest municipal potable water source is located off-site approximately 3-miles to the west of the Site, near the intersection of 66<sup>th</sup> Avenue and Johnson Street. The Coachella Canal is the nearest non-potable water source located on the eastern portion of the Site property. The municipal water service provider for this area is the Coachella Valley Municipal Water District (CVMWD). Costs associated with procuring and transporting water from the water source to the Project Location shall be the Contractor's responsibility. Costs associated with repairing damages to the water source caused by the Contractor's action shall be borne by the Contractor. Contractor is responsible for supplying potable water for all other uses.
  - a. The County has made preliminary correspondence with CVMWD regarding this project. However the Contractor will be responsible for submitting a Canal Water Service Request Form and a Temporary Encroachment Permit which can be found at <https://www.cvwd.org/194/Start-Stop-Canal-Service> and <https://www.cvwd.org/DocumentCenter/View/978/ENG-EP-003-Temporary-Encroachment-Permit-Application-Package-PDF?bidId=> respectfully.
  - b. The Contractor shall make note that the permits could take up to 30 days to process and the following insurance documents will be required and must be approved in order to obtain a permit:
    - 1) General Liability – Insurance Certificate in the amount of \$1,000,000.00. Waiver of Subrogation Endorsement Form.
    - 2) Automobile Liability – Insurance Certificate in the amount of \$1,000,000.00. Additional Insured Endorsement Form, Waiver of Subrogation Endorsement Form.
    - 3) Workers Compensation – Statutory Limits, Employers Liability \$1,000,000.00. Waiver of Subrogation Endorsement Form.
  - c. The Contractor will be required to bring their own pump and flow meter along with an Aerial/Exhibit of where the pump will be set up along the Canal.
    - 1) The pump will need to be inspected by a CVWD employee for quagga prior to entering the Canal.
2. Contractor may make arrangements for obtaining water supply for this Project via a separate water source. If the Contractor elects to do so, water shall be clean and free from objectionable deleterious amounts of acids, alkalis, salts, or organic materials. County must approve separate water source in advance and in writing. In either case, Contractor shall provide all labor and equipment to collect, load, and apply water in the work areas.

3. The Contractor shall properly identify all construction water trucks and vessels and inform all workers and the general public when reclaimed waste water is used as construction water.
4. All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water or water furnished in NSF approved metal dispensers.
5. The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the water system. For each such connection made the Contractor shall first attach to the fire hydrant or pipeline a valve, backflow preventer and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.
6. Prior to final acceptance of the Work all temporary water connections, tanks, and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the County and to the agency owning the affected utility.

C. Waste Collection:

1. Provide trash cans and instruct personnel to maintain a clean site. Waste-collection containers shall be adequately sized to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

D. Sanitary Facilities:

1. Provide Temporary toilets, wash facilities, sanitary supplies, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - a. Toilets: Portable toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction. Portable toilets shall be provided with and placed in a secondary containment pan. Contractor shall provide hand wash sink(s) and all necessary sanitary supplies for the toilet facilities throughout the duration of the Project.
  - b. The Contractor shall establish adequate and regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of in a manner satisfactory to the County and in accordance with all laws and regulations pertaining thereto. At a minimum, portable toilets shall be serviced and refuse from trash cans collected once per week or as often necessary for safe and sanitary conditions.

E. Heating and Cooling:

1. Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction

from adverse effects of low and high temperatures. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Ventilation and Humidity Control:

1. Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

G. Electric Power Service:

1. The Contractor shall be responsible to provide necessary electrical power. The Contractor will be responsible for all temporary power and generators required during the construction and planned power shut-downs.

H. Lighting:

1. Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

I. Telephone Service: The County's telephone system shall not be used by the Contractor's work force.

1. Post a list of important telephone numbers at the Project Location, including, but not limited to the following:
  - a. Police and fire departments.
  - b. Ambulance service.
  - c. Contractor's office.
  - d. Contractor's emergency after-hours telephone number(s).
  - e. County's office.
  - f. Principal subcontractors' office.
2. Provide Project Superintendent and Contractor's Safety Officer with cellular telephone.

### **3.03 SUPPORT FACILITIES INSTALLATION**

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.

B. Temporary Roads:

1. Access to the Project Location shall be provided by the County. The Contractor shall not construct any staging areas, haul roads, and access roads without the approval of the County.
  2. Provide dust-control treatment that is non-polluting and non-tracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls:
1. Comply with requirements of authorities having jurisdiction and coordinate with County staff.
  2. Protect existing Site improvements to remain including curbs, pavement, and utilities.
  3. Maintain access for fire-fighting equipment and emergency services.
  4. Traffic control procedures for approaching, crossing, or traveling along public roadways or internal landfill access roads according to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD), which prescribes uniform standards and specifications for all official traffic control devices in California. The MUTCD can be viewed from Caltrans website at <http://www.dot.ca.gov/hq/traffops/engineering/mutcd/>. Signs and traffic control devices along public roadways or internal landfill access roads shall be removed and stored or covered during periods of time when they are not needed, such as the end of each working day, weekends, and any time when no construction activities are being performed.
- D. Parking: Use designated areas on Contractor's site plan as approved by the County, for construction personnel parking.
- E. Dewatering Facilities and Drains: Comply with all Federal, State, and Local Government requirements. Maintain Project Location, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding of adjoining properties, permanent Work or temporary facilities.
- F. Project Signs: Provide project signs, see Detailed Provisions Section 01 1100 – Summary of Work.
1. Temporary Signs: Provide other signs as required to inform vendors, subcontractors, and individuals seeking entrance to the Project Location.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  2. Maintain and touchup signs so they are legible at all times.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.
- H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

### **3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at the Project Location and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution of other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Site Access: Prior to commencing work the County will supply the Contractor with the opportunity to install Contractor's lock in series with County's lock to provide shared access to the landfill entrance gate. The Contractor is responsible to:
  - 1. Maintain security by limiting number of keys and/or codes to Contractor's locks and restricting distribution to authorized personnel. Furnish one set of keys to County for any gates, enclosures or fenced areas constructed by the Contractor.
  - 2. The Contractor shall assume full responsibility for any theft or vandalism occurring to the Contractor's equipment, tools, materials, supplies, and construction (prior to final acceptance of the entire project by the County), and shall take appropriate measures necessary to eliminate their occurrences.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- I. Temporary Egress: Maintain temporary egress for existing occupied facilities as required by the County.
- J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and-protection program for personnel at the Project Location. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### **3.05 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosure, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. County reserves right to take possession of Project signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Detailed Provisions Section 01 7700 – Closeout Procedures.

END OF SECTION 01 5000

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**SPECIFICATIONS – DETAILED PROVISIONS**  
**SECTION 01 5600: PROJECT ENVIRONMENTAL CONTROLS**  
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## SECTION 01 5600 PROJECT ENVIRONMENTAL CONTROLS

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes mitigation measures to be integrated into the project to reduce the potential environmental impacts resulting from construction activities. The Contractor shall implement mitigation measures identified herein during the construction process, as well as any other measures required in the Contract Documents, and as required by Federal, State, and Local government entities.
- B. Related Contract Document Sections include, but are not limited to:
  - 1. General Provisions
  - 2. Detailed Provisions Section 01 1100 – Summary of Work
  - 3. Detailed Provisions Section 31 1000 – Site Clearing
  - 4. Detailed Provisions Section 31 2300 – Earthwork

#### 1.02 REFERENCES

- A. Comply with requirements of Detailed Provisions Section 01 4200 – Reference Standards and Abbreviations and as listed herein.
- B. Reference Codes, Regulations and Policies: The following codes, regulations and policies, including documents referenced therein, form part of this Detailed Provision and are incorporated herein by reference.
  - 1. American Society of Testing and Materials (ASTM):
    - a. ASTM E136 – Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 Deg C.
  - 2. California Code of Regulations (CCR):
    - a. 13 CCR 2449 – General Requirements for In-Use Off-Road Diesel-Fueled Fleets
    - b. 13 CCR 2485 – Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling
    - c. 19 CCR – Public Safety
  - 3. California Department of Transportation (Caltrans):
    - a. Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual, October 2016
    - b. Caltrans Construction Site Best Management Practices (BMPs) Manual, May 2017

4. California Health and Safety Code (CHSC):
    - a. CHSC Division 20, Chapter 6.95 – Hazardous Materials Release Response Plans and Inventory.
  5. Code of Federal Regulations (CFR):
    - a. 29 CFR 1926 – Safety and Health Regulations for Construction.
    - b. 40 CFR 112 – Oil Pollution Prevention
  6. California State Water Resources Control Board (SWRCB):
    - a. SWRCB National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Industrial Activities, Order No. 2014-0057-DWQ, NPDES No. CAS000001 (“the Industrial General Permit”).
    - b. SWRCB National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES No. CAS000002 (“the General Permit”).
  7. California Stormwater Quality Association (CSQA):
    - a. CSQA Construction BMP Handbook
    - b. CSQA Industrial and Commercial BMP Handbook
  8. County of Riverside:
    - a. County Ordinance 651 – Requiring Disclosure of Hazardous Materials and the Formulation of Business Emergency Plans.
  9. National Fire Protection Association (NFPA):
    - a. NFPA 241 – Standard for Safeguarding Construction, Alteration, and Demolition Operations.
    - b. NFPA 704 – Standard System for the Identification of the Hazards of Materials for Emergency Response.
  10. South Coast Air Quality Management District (SCAQMD):
    - a. SCAQMD Rule 403 – Fugitive Dust Control.
- C. Additional reference information is provided as information to assist the Contractor with document preparation and registration requirements; and form part of this Detailed Provision and are incorporated herein:
1. Stormwater Water Pollution Prevention Plan (SWPPP):
    - a. The 1972 amendments to the Federal Water Pollution Control Act (known as the Clean Water Act or CWA) provide the statutory basis for the National Pollutant Discharge and Elimination System (NPDES) permit program and the basic structure for regulating the discharge of pollutants from point sources to waters of the United States. Section 402 of the CWA specifically required the United States Environmental Protection Agency (EPA) to develop and

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

Agency Website	Reference	Website Address
EPA	Clean Water Act	<a href="http://www.epa.gov/npdes/pubs/cwatxt.txt">http://www.epa.gov/npdes/pubs/cwatxt.txt</a>
EPA	SWPPP Assistance	<a href="https://www3.epa.gov/npdes/pubs/sw_swppp_guide.pdf">https://www3.epa.gov/npdes/pubs/sw_swppp_guide.pdf</a>
Caltrans	SWPPP Assistance	<a href="http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm">http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm</a>
California Stormwater Quality Association	SWPPP Assistance	<a href="https://www.casqa.org/">https://www.casqa.org/</a>

## 2. Hazardous Materials Management:

- a. Title 40 of the Code of Federal Regulations (CFR) Part 112 establishes requirements for Oil Pollution Prevention. In accordance with this Regulation, the County has prepared a site specific Spill Prevention Control and Countermeasure Plan (SPCCP) for the Mecca II Sanitary Landfill. Copies of the SPCCP are located at the Site and available for review at the County office.
- b. Title 19 Public Safety of the California Code of Regulations (CCR), along with the California Health and Safety Code (CH&SC), Division 20, Chapter 6.95 establish the requirements for hazardous material release reporting, inventory, and response plans. The County of Riverside has further adopted County Ordinance 651 “Requiring Disclosure of Hazardous Materials and the Formulation of Business Emergency Plans”. The intent of this Ordinance is to impose additional and more stringent requirements on businesses that handle hazardous materials than those imposed by Chapter 6.95 of the CH&SC.
- c. In addition to the above Codes and Regulations, the Riverside County Department of Environmental Health (DEH) offers forms and guidelines for preparing a HMBEP. The full text of the above mentioned references and HMBEP preparation assistance is available from the following agency websites:

Agency Website	Reference	Website Address
e-CFR	CFR Title 40, Part 112 - Oil Pollution Prevention	<a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=2feeedb24b102687dcde2336206819e&amp;mc=true&amp;node=pt40.22.112&amp;rgn=div5">http://www.ecfr.gov/cgi-bin/text-idx?SID=2feeedb24b102687dcde2336206819e&amp;mc=true&amp;node=pt40.22.112&amp;rgn=div5</a>
California EPA	CCR Title 19 – Public Safety & CH&SC Chapter 6.95	<a href="http://www.calepa.ca.gov/cupa/LawsRegs/">http://www.calepa.ca.gov/cupa/LawsRegs/</a>
County of Riverside, Clerk of the Board	County Ordinance 651	<a href="http://www.rivcocob.org/ords/600/651.4.pdf">http://www.rivcocob.org/ords/600/651.4.pdf</a>
County of Riverside Department of Environmental Health	HMBEP preparation assistance, Certified Union Program Agency (CUPA) & Hazardous Waste Generator Forms	<a href="http://www.rivcoeh.org/Forms/hazmat_guidance">http://www.rivcoeh.org/Forms/hazmat_guidance</a>
Department of Toxic Substances Control (DTSC)	EPA ID Number	<a href="http://www.dtsc.ca.gov">http://www.dtsc.ca.gov</a>

D. Related Available Information:

1. As specified herein, comply with all requirements for the following County documents referenced and incorporated into this Section:
  - a. Riverside County Department of Waste Resources; National Pollutant Discharge Elimination System: Storm Water Pollution Prevention Plan for the Mecca II Sanitary Landfill (M2L SWPPP).
  - b. Riverside County Department of Waste Resources; Spill Prevention, Control, and Countermeasure Plan, Mecca II Sanitary Landfill (SPCCP).
2. Copies of the M2L SWPPP and SPCCP are incorporated into the Contract Documents by reference and are available for review at the County's office.

### 1.03 DEFINITIONS

- A. Best Management Practices (BMPs) – BMPs are scheduling of activities, prohibitions of practices, maintenance procedures, and other management activities to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- B. Dust – shall mean airborne particulate that is associated with or results from the Contractor's activities: Of particular concern is dust associated with the Contractor's earthwork activities; truck traffic onto and off of the Site; and wind traversing exposed stockpiled soil and debris.
- C. General Permit – California State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES No. CAS000002 ("the General Permit").
- D. Industrial General Permit – California State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Industrial Activities, Order No. 2014-0057-DWQ , NPDES No. CAS000001 ("the Industrial General Permit").
- E. Likely Precipitation Event – Any weather pattern that is forecasted to have a 50% or greater chance of producing precipitation in the project area. The QSP shall obtain likely precipitation forecast information from the National Weather Service Forecast Office (e.g., by entering the zip code of the project's location at <http://www.weather.gov>).
- F. NOI – Notice of Intent for General Permit.
- G. Qualifying Rain Event – Any event that produces 0.5-inches or more precipitation with a 48-hour or greater period between rain events.
- H. Qualified SWPPP Developer (QSD) – Individual who is trained and authorized to develop and revise SWPPPs pursuant to the Industrial General Permit and General Permit.

- I. Construction General Permit Qualified SWPPP Practitioner (QSP) – Individual responsible for non-storm water and storm water visual observations, sampling and analysis, and for ensuring full compliance with the General Permit.
- J. REAP – Rain Event Action Plan. The General Permit requires the QSP of Risk Level 2 and 3 sites to develop and implement REAPs that must be designed to protect all exposed portions of the site within 48-hours prior to any likely precipitation event.
- K. SWPPP – Storm Water Pollution Prevention Plan
- L. Visible Dust – shall mean dust that can be detected visibly, without instrumentation.

#### **1.04 QUALITY ASSURANCE**

- A. In order to minimize the discharge of pollutants to storm water, the Contractor shall implement all temporary site controls in accordance with the project-specific SWPPP prepared by the Contractor. Contractor prepared SWPPP shall be developed by a QSD.
- B. Implementation of site controls shall be performed under the oversight of a QSP. A qualified contractor experienced in the proper installation of BMPs shall provide installation, maintenance and repair in accordance with: manufacturers' specifications; in keeping with recognized BMPs; and in keeping with compliance of the Site's Industrial General Permit for construction activities. The QSP is responsible for ensuring full compliance with NPDES requirements and implementation of all elements of the Contractor's SWPPP.

#### **1.05 SUBMITTALS**

- A. Submittal Procedures: See Detailed Provisions Section 01 3300 – Submittal Procedures for requirements for the mechanics and administration of the submittal process.
- B. Contractor's SWPPP:
  - 1. Prepare and submit Contractor's SWPPP for County review and acceptance and in compliance with SWRCB's NPDES requirements. Submit to County within two (2) weeks of the award of contract by the Riverside County Board of Supervisors, and prior to delivering equipment and commencing work at the Project Location.
- C. Construction Fugitive Dust Control Plan:
  - 1. Contractor shall prepare, submit for review and acceptance, and implement a dust control plan that conforms to South Coast Air Quality Management District (SCAQMD) Rule 403 and Rule 403.1 requirements. Submit to County within two (2) weeks of the award of contract by the Riverside County Board of Supervisors, and prior to delivering equipment and commencing work at the Project Location.
- D. Hazardous Materials Business Emergency Plan (HMBEP):
  - 1. Contractor shall prepare and submit for County review and acceptance a project-specific HMBEP, if a Contractor's work requires the on-site storage of petroleum products including but not limited to lubrication oils, antifreeze, greases or fuels, or if it is necessary for the contractor to store petroleum waste products on-site such as waste oil, oil filters, antifreeze, greases, contaminated soil, and waste fuel on-

site. Submit to County within two (2) weeks of the award of contract by the Riverside County Board of Supervisors, and prior to delivering equipment and commencing work at the Project Location.

E. Product Data:

1. Provide manufacturer's catalog sheets, installation instructions, material testing, and data sheets for all products used in all BMPs prior to installation on the site.
2. Provide manufacturer's catalog sheets, installation instructions, material testing, and data sheets for all proposed soil stabilizers along with certification from Colorado River Regional Water Quality Control Board for approved use.

F. Qualifications:

1. Submit documented training and certification qualifications of Contractor QSD and QSP personnel.

G. SWPPP Inspections:

1. Contractor shall submit SWPPP weekly and pre/post storm inspections to the County.

## **PART 2 PRODUCTS**

### **2.01 BMP MATERIALS:**

- A. General: Specific site control devices shall be identified in the Contractor's SWPPP; and furnished and installed by the Contractor. Where such devices are indicated, their material composition shall comply with this section.
- B. Silt Fences: implemented to filter, and remove sediment from storm water shall be composed of the following materials:
1. Geotextile Fabric – a non-woven, polypropylene, polyethylene, or polyamide fabric with non-raveling edges. It shall be non-biodegradable, inert to most soil chemicals, ultraviolet resistant, unaffected by moisture and other weather conditions, and permeable to water while retaining sediment. Fabric shall be 36-inches wide, with a minimum weight of 4.5 oz/yd.
  2. Posts – metal fence posts shall be made of hot-rolled steel, galvanized or painted, a minimum of 4-feet long, with a Y-bar or TEE cross-section.
  3. Wire Backing – a galvanized, 2-inch x 4-inch, welded wire fencing, 12 gauge minimum. Width shall be sufficient to support geotextile fabric 24-inches above adjacent grades.
  4. Chain link fences located along the same lines as silt fences may be used to support geotextile fabric. In this circumstance, the geotextile fabric shall be firmly attached to the fence.
  5. Geotextile rolls shall be furnished with suitable wrapping for protection against moisture and extended ultraviolet exposure prior to placement. Each roll shall be labeled or tagged to provide product identification sufficient for inventory and

quality control purposes. Rolls shall be stored in a manner that protects them from the elements.

6. Prefabricated Fence: Prefabricated fence systems may be used provided they meet all of the above material requirements.
- C. Triangular Filter Dikes: for use on surfaces or in locations where standard silt fence cannot be implemented, shall be composed of the following:
1. Geotextile fabric – of the type described above, in a minimum width of 60-inches. Dike Structure – 6 gauge, 6x6 welded wire mesh, 60-inches wide, folded into a triangular form. Each side shall be 18-inches with an overlap of 6-inches.
  2. Ties – metal shoat rings or standard wire/cable ties for attachment of wire mesh to itself, and for attachment of geotextile fabric to wire mesh.
- D. Rock Berms: shall be composed of the following materials:
1. Rock – clean open graded rock, with a maximum diameter of 3-inches.
  2. Wire Mesh Support – a galvanized, woven wire sheathing having a maximum opening size of 1-inch, and a minimum wire diameter of 20 gauge.
- E. Fiber Rolls: shall consist of straw or flax rolled and bound into a tube and placed on slopes at regular intervals to reduce flow velocity and minimize sediment runoff.
1. Stakes, for the fiber rolls, shall be softwood lumber, chisel pointed.
- F. Soil Retention Blankets: shall govern for providing and placing wood, straw or coconut fiber mat, synthetic mat, paper mat, jute mesh or other material as a soil retention blanket for erosion control on slopes, ditches and high traffic pedestrian areas of barren soil, for short term protection of seeded or sodded areas.
1. Samples of soil retention blankets must be submitted to the County for approval prior to use. Examples of soil retention blankets include:
    - a. Jute Mat – a plain fabric made of jute yarn, woven in a loose and simple manner, with a minimum unit weight of 2.7 pounds per square yard. Width shall be as required for the dimensions of the area to be covered.
    - b. Wood Fiber Mat – a mat composed of wood fibers, which are encased in nylon, cotton or other type of netting.
    - c. Synthetic Webbing Mat – a mat manufactured from polyvinyl chloride or polypropylene monofilaments, which are bonded together into a three-dimensional web to facilitate erosion control and/or re-vegetation.
  2. Fasteners shall conform to the manufacturer's recommendations.
- G. Geotextiles are woven or non-woven synthetic fabrics, which are designed to be used for erosion control and soil stabilization applications.
- H. Organic Mulches: shall be used for covering bare soil, retaining moisture under existing vegetation being preserved, and for absorbing the energy of compaction caused by foot or vehicular traffic. Mulch shall be one or more of the following:



1. Straw – from broken straw bales that are free of weed and grass seed where the grass from the seed is not desired vegetation for the area to be protected.
  2. Hay – from broken hay bales containing an approved species of grass and seed, for use where the germinated grasses from the hay bales is considered desirable vegetation in the area to be protected.
  3. Wood Chips – from chipped limbs of cleared trees on site, or delivered in chipped form, in bulk quantities of pine, cedar or cypress. Wood chips of all species shall be partially decomposed to alleviate nitrogen depletion of the soil in areas where existing vegetation is to be preserved and protected.
  4. Shredded Mulches – from pine, cypress or cedar, mechanically shredded, and capable of forming an interlocking mat following placement, and after sufficient wetting and drying has taken place naturally.
- I. Any other BMP materials indicated in the Contractor’s SWPPP.

**2.02 SOIL BINDER OR STABILIZER:**

- A. Soil binders and stabilizers shall be non-toxic dust palliative approved for use by the Colorado River Regional Water Quality Control Board (CRRWQCB) and the County.

**2.03 DUST CONTROL FABRIC:**

- A. Fabric shall be woven mesh polypropylene fabric, closed black or green mesh, with manufacturer’s recommendations for dust and wind control.

**PART 3 EXECUTION**

**3.01 CALIFORNIA STATE WATER RESOURCES CONTROL BOARD (SWRCB) NATIONAL POLLUTION DISCHARGE AND ELIMINATION SYSTEM (NPDES) PERMIT**

- A. The County complies with the SWRCB General Industrial Activities NPDES permit through regular inspections, monitoring, and implementation of best management practices (BMPs) as described in the current NPDES Storm Water Pollution Prevention Plan for Mecca II Sanitary Landfill (Site SWPPP). The Contractor shall be responsible for compliance with the Site SWPPP. In addition, after notification of award and prior to start of any work, the Contractor shall prepare and submit to the County a project-specific Contractor’s Storm Water Pollution Prevention Plan ( Contractor SWPPP) outlining procedures to reduce pollutants (directly or indirectly related to the Contractor’s activities) in storm water runoff. The Contractor’s SWPPP shall become an attachment to the Site SWPPP and shall be updated and maintained throughout the duration of the Project. Preparation of a construction Notice of Intent for these specific-projects will not be required.
- B. The Contractor shall be responsible for complying with the County’s Site SWPPP as well as the Contractor’s SWPPP. The Contractor shall utilize Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP)

Preparation Manual to prepare and submit Contractor's SWPPP for the County's review and acceptance. Contractor's SWPPP shall include a BMP installation map of the Project Location utilizing standard BMP installation details as shown in the Caltrans Construction Site Best Management Practices (BMPs) Manual. At a minimum, the Contractor's SWPPP should address these four major objectives:

1. Identify all pollutant sources, including sources of erosion/sediment that may affect the quality of storm water discharges associated with construction activity (storm water discharges) from the Project Location.
  2. Identify non-storm water discharges.
  3. Identify, construct, implement in accordance with a time schedule and maintain BMPs to reduce or eliminate erosion, sediment, and other pollutants in storm water discharges and authorized non-storm water discharges from the Project Location during construction.
  4. Develop a schedule and map to include the sequencing of construction activities with the installation of BMPs in order to provide erosion and sediment control measures throughout the duration of Project construction.
- C. The Contractor shall implement all BMPs required to provide erosion and sediment controls, control of non-stormwater discharges, and hazardous spill prevention and response. The following items are examples of BMPs that would be identified in the Contractor's SWPPP and implemented during construction to avoid causing water quality degradation:
1. Erosion control BMPs, such as use of blankets, mulches or hydroseeding to prevent detachment of soil, following guidance presented in Caltrans Construction Site Best Management Practices (BMPs) Manual. A detailed site map shall be included in the Contractor's SWPPP outlining specific areas where soil disturbance may occur, and drainage patterns associated with excavation and grading activities. In addition, the Contractor's SWPPP shall provide plans and details for the BMPs to be implemented prior, during, and after construction to prevent erosion of exposed soils and to treat sediments before they are transported off the Project Location.
  2. Sediment control BMPs such as silt fencing, fiber rolls and/or detention basins that trap soil particles.
  3. Construction staging areas designed so that stormwater runoff during construction will be collected and treated in a detention basin or other appropriate structure.
  4. Management of hazardous materials and wastes to prevent spills or contact with stormwater discharge.
  5. Treatment BMPs such that localized trench dewatering does not impact surface water quality.
  6. Vehicle and equipment fueling BMPs such that these activities occur only in designated staging areas with appropriate spill controls.
  7. Maintenance checks for equipment and vehicles to prevent spills or leaks of liquids of any kind.

D. Inspections:

1. Weekly Inspections: Contractor shall perform weekly inspections of the Project Location to ensure that SWPPP measures are effective for compliance with the General Industrial Activities NPDES permit and general BMP practice for construction sites. The Contractor's inspector shall document the inspections on a form developed by the Contractor and provided in the Contractor's SWPPP.
2. Pre-/Post-Storm Inspections: Inspections shall be conducted by the Contractor and the County at the Project Location prior to anticipated storm events (greater than or equal to 40% chance of precipitation as forecasted by the National Oceanic and Atmospheric Administration (NOAA); [www.noaa.gov](http://www.noaa.gov)) and after actual storm events to identify areas contributing to a discharge of storm water associated with construction activity at the Project Location. These inspections shall also document any necessary corrective actions implemented or future plans for implementation.

E. Corrective Actions:

1. Any corrective actions found to be needed for compliance with the M2L SWPPP and Contractor's SWPPP and permit requirements during any inspection shall be implemented by the Contractor immediately. If the Contractor does not implement corrective actions within 24 hours of notification, the Contractor shall be in breach of Contract, and the County may suspend construction activities until corrective action is implemented by the Contractor.

- F. Implementation of storm water quality measures shall be performed at no additional cost to the County and the Contractor shall include appropriate allowance in the Contractor's Bid Proposal to cover such measures.

### 3.02 AIR QUALITY

- A. Construction Fugitive Dust Control Plan: Contractor shall prepare, submit for review and acceptance, and implement a dust control plan that conforms to South Coast Air Quality Management District (SCAQMD) Rule 403 requirements. The Contractor is responsible for implementing all necessary mitigation measure to ensure compliance with regulatory thresholds relating to air quality including, but not limited to SCAQMD Rule 403 Fugitive Dust Control requirements. In addition to SCAQMD Rule 403, the Contractor will also be responsible for implementing all necessary mitigation measure to ensure compliance with the Rule 403.1 Supplemental Fugitive Dust Control Requirements for Coachella Valley Sources. The dust control plan shall include the following dust control procedures or others as required by SCAQMD or authorized agencies having jurisdiction:

1. Water all active construction areas at least twice daily, taking into consideration of temperature and wind conditions.
2. Cover all trucks/equipment hauling soil, sand, and other loose materials or require trucks/equipment to maintain at least two (2) feet of freeboard.
3. Pave, apply water three (3) times daily, or apply (non-toxic, biodegradable) soil stabilizers on unpaved access roads, parking areas and staging areas at construction

sites. Soil stabilizers shall be approved for use by the Colorado River Regional Water Quality Control Board (CRRWQCB).

4. If visible soil material is carried onto paved landfill access roads or public streets, sweep daily (with water sweepers) all paved areas where soil material has been determined to be from Contractor's operation. Containerize, characterize, and properly dispose of soil collected from street sweeping.
  5. Hydroseed or apply (non-toxic, biodegradable) soil stabilizers to inactive construction areas (previously graded areas inactive for ten (10) calendar days or more).
  6. Enclose, cover, water twice daily or apply (non-toxic, biodegradable) soil binders to exposed stockpiles (dirt, sand, etc.).
  7. Limit traffic speeds on landfill access roads (paved and unpaved) to 15 mph.
  8. Construct stabilized construction entrance/exit ways for any unpaved transition to paved roadways. Install fiber rolls, gravel bags or other erosion control measures to prevent silt runoff to paved roadways.
- B. The County shall have the authority to immediately suspend all construction operations if, in the County's opinion, the Contractor fails to adequately provide for dust control. In the event wind speeds exceed 20 mph for more than 15 minutes, causing visible dust, Contractor shall halt earthwork activities until wind speeds decrease and no visible dust is observed.
- C. If either (1) observations or measurements made by the Contractor, County or regulatory agencies, or (2) complaints by SCAQMD or nearby receptors indicate the need for more stringent dust control measures, Contractor shall promptly:
1. Increase the magnitude of dust control measures.
  2. Increase the frequency of dust control measures.
  3. Add dust palliative or surfactant to dust control water as approved by the CRRWQCB and County.
- D. Construction Exhaust Emissions Control Plan: Contractor shall implement an exhaust emissions control plan that shall include, but not limited to the following controls and practices:
1. On road vehicles with a gross vehicular weight rating (GVWR) of 10,000 pounds or greater shall not idle for longer than five (5) minutes at any location as required by Section 2485 of Title 113, Division 3, Chapter 10, Article 1 of the California Code of Regulations (CCR). This restriction does not apply when vehicles remain motionless during traffic or when vehicles are queuing.
  2. Off road equipment engines shall not idle for longer than five (5) minutes per Section 2449(d)(3) of Title 13, Division 3, Chapter 9, Article 4.8 of the California Code of Regulations (CCR). All vehicle operators shall receive a written idling policy to inform them of idling restrictions. The policy shall list exceptions to this rule that include the following: idling when queuing; idling to verify that the vehicle is in safe operating condition; idling for testing, servicing, repairing or diagnostic

purposes; idling necessary to accomplish work for which the vehicle was designed (such as operating a crane); and idling required to bring the machine to operating temperature as specified by the manufacturer.

3. Off road engines greater than 50 horsepower shall, at a minimum, meet Tier 2 emissions standards. When available, higher Tier engines shall be utilized.
- E. Implementation of air quality measures shall be performed at no additional cost to the County and the Contractor shall include appropriate allowance in the Contractor's Bid Proposal to cover such measures.

### **3.03 HAZARDOUS MATERIALS MANAGEMENT AND SPILL PREVENTION**

#### **A. General:**

1. The Contractor shall at all times keep the site neat, tidy, and free of waste materials or rubbish resulting from work. Toxic materials, including oil, fuel oil, diesel, gasoline, contaminated soil, coolant, fluid filters, and other contaminants, shall be transported off-site and disposed of at an approved facility. Containers temporarily holding these toxic materials shall be properly labeled, covered and stored in secondary containment areas, have no leaks and shall be removed from the site as quickly as is reasonably possible.
  2. Any accidental spills or spills that are produced during routine equipment maintenance shall be cleaned up by removing all the contaminants and the contaminated soil, disposing of it at an approved facility, and replacing the removed contaminated soil volume with clean soil material.
  3. In the event that evidence of potential soil contamination such as discoloration, noxious odors, debris, or buried storage containers, is encountered during construction, the Contractor shall have a contingency plan for sampling and analysis of potentially hazardous substances, including use of photoionization detector. The required handling, storage, and disposal methods depend on the types and concentrations of chemical identified in the soil. Any site investigations or remediation shall comply with applicable laws and will coordinate with the appropriate agencies.
  4. The Contractor shall comply with the requirements of the Mecca II Spill Prevention Control and Countermeasure Plan (SPCCP) and include spill response procedures in their project-specific Health and Safety Plan (HASP). The Contractor shall be responsible for any spills caused by its subcontractors.
- B. Hazardous Materials Business Emergency Plan: If a Contractor's work requires the on-site storage of petroleum products including but not limited to lubrication oils, antifreeze, greases or fuels, or if it is necessary for the contractor to store petroleum waste products on-site such as waste oil, oil filters, antifreeze, greases, contaminated soil, and waste fuel on-site the following actions must take place:
1. The Contractor shall prepare a Hazardous Materials Business Emergency Plan (HMBEP) for submittal to the County prior to performing any work. The plan and the associated "Business Activities", "Business Owner/Operator Identification"

and “Hazardous Materials Inventory” forms shall be also submitted to the Riverside County Department of Environmental Health (DEH) for registration and issuance of a Facility ID Number.

2. The Contractor may additionally be required to apply for a permit as a hazardous waste generator from the Riverside County Department of Environmental Health (DEH), and an EPA ID number as required by Federal, State, or Local authorized agencies. The application for a DEH can be found at the website referenced in Section 3.1 of these Special Provisions. To obtain an EPA ID number, the Contractor should contact the Department of Toxic Substances Control (DTSC) Telephone Information Center at (800) 61-TOXIC or (800) 618-6942, to obtain information on EPA ID #'s. Applications are available at the DTSC website referenced in Section 1.02.
3. The Contractor will be required to comply with the terms and conditions of Riverside County Ordinance 651, which include, but are not limited to the following:
  - a. Immediate correction of unsafe conditions
  - b. Maintain proper separation of hazardous materials from other potentially dangerous materials and from buildings.
  - c. Restrict access by unauthorized persons
  - d. Post warning and hazard identification signs in accordance with NFPA Standard 704 where applicable. Post appropriate signage at hazardous materials storage areas, entrances and exits.
  - e. Label all containers and maintain labels in legible condition at all times. Label above ground storage tanks with the appropriate NFPA 704 when applicable. Correctly label all containers, barrels, etc containing hazardous materials and/or hazardous waste.
  - f. Submit revised forms to the County prior to making changes to chemical inventory.
  - g. Submit copies of all hazardous waste manifests to the County for all materials being properly disposed from the site.
4. The Contractor shall additionally be required to comply with the conditions of the Mecca II Landfill Spill Prevention, Control, and Countermeasure Plan (SPCCP), Section 10, “Contractor’s Responsibility” which is outlined as follows:
  - a. The Contractor’s tanks or drums used to store the product or waste must comply with the County’s SPCCP requirements including but not limited to: secondary containment system, drainage control and periodic inspection.
  - b. Secondary containment systems shall comply with the following minimum guidelines:
    - 1) Methods of Containment – Recessed floors, raised sills, containment pallets, double-walled tanks, dikes, berms or walls.

- 2) Capacity of Containment – Contain the entire volume of the largest container/ tank and the volume from a 24-hour rainfall as based on a 25-year storm frequency.
  - 3) Construction of Containment – Containment area shall be lined with compatible (impervious, chemical and puncture resistant) material and have no unsealed seams or gaps. No open or uncontrolled drains shall be located within the containment area. Floor of containment area shall be sloped to a recessed collection sump.
- c. Containment areas shall be sufficiently impervious to contain any discharge and be designed to prevent any drainage. Any accidental spills within the containment area shall be immediately cleaned up by removing the contaminants and properly disposing of them. When rain is forecasted, the containment area shall be covered to prevent rainfall accumulation. Any contained rainwater in the area must be inspected for contamination by County staff prior to being discharged by the Contractor. Any discharge that occurs must be observed and logged by County staff on a “Drainage Discharge Report Form (WM880)” located in Appendix 1 of the SPCCP.
  - d. The Contractor shall conduct a daily inspection of their above ground storage tanks using the “Contractor’s Daily Aboveground Storage Tank Inspection Form (WM850)” located in Appendix 1 of the SPCCP.
  - e. The Contractor shall conduct a weekly inspection of their work area using the “Contractor’s Weekly Inspection Form (WM 860)” located in Appendix 1 of the SPCCP.
  - f. The Contractor shall document all problems found during the inspection and provide immediate correction of problems.
  - g. The Contractor shall document all corrections in writing and attach the documentation to the inspection form.
  - h. The Contractor shall submit their completed forms (including daily inspections, weekly inspections, hazardous waste manifests and correction documentation) to the County on a weekly basis.
- C. Implementation of hazardous materials management and spill prevention measures shall be performed at no additional cost to the County and the Contractor shall include appropriate allowance in the Contractor’s Bid Proposal to cover such measures.

### **3.04 NOISE**

- A. Contractor shall assure that construction equipment with internal combustion engines have sound control devices at least as effective as those provided by the original equipment manufacturer (OEM). No equipment shall be permitted to have an un-muffled exhaust.

### **3.05 SEASONAL RESTRICTIONS**

A. Streambed/riparian areas are often habitat for nesting birds. For this reason, if construction activity takes place in any streambed/drainage course in the Project construction area during the period from February 1 through August 31, the Contractor shall notify the County ten (10) days prior to the initiation of the construction activity to allow for survey/assessment of potential nesting bird activity. If nesting birds are found to be present, a buffer area shall be placed around the feature (size dependent upon species) and no work shall occur within the buffer area, to include the streambed/drainage course, during the breeding season (February 1 – August 31). The County shall be responsible for all costs associated with the survey/monitoring efforts, as well as determining the appropriate buffer area. Additional time will be granted to the Contractor if construction delays occur as a result of nesting bird seasonal restrictions.

### **3.06 CULTURAL RESOURCES**

A. Inadvertent Discoveries: If discovery is made of items of historical or archaeological interest, the Contractor shall immediately cease all work activities in the area (within approximately 100 feet) of discovery. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g. projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (“midden”) containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-period materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. After cessation of excavation the Contractor shall immediately contact the County. The Contractor shall not resume work until authorization is received from the County.

1. In the event of unanticipated discovery of archaeological indicators during construction, the County may elect to retain the services of a qualified biologist or archaeologist to evaluate the significance of the items prior to resuming any activities that could impact the site.
2. In the case of an unanticipated archaeological discovery, if it is determined that the find is unique under the National Historic Preservation Act (NHPA) and/or potentially eligible for listing in the National Register, and the site cannot be avoided, the County shall provide a research design and excavation plan, prepared by an archaeologist, outlining recovery of the resource, analysis, and reporting of the find.

B. Discovery of Human Remains: If potential human remains are encountered, the County shall halt work in the vicinity of the find and contact the County coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner shall contact the Native American Heritage Commission (NAHC). As provided in Public Resources Code Section 5097.98, the NAHC shall identify the person or persons believed to be most likely descended from the deceased Native American. The most



likely descendent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.

### **3.07 EXPLOSIVES AND BLASTING**

- A. Unless approved otherwise in writing by the County, the use or storage of explosives on the Work or Site will not be permitted.

### **3.08 SANITATION**

- A. The Contractor shall provide approved fixed or portable chemical toilets wherever needed for its employees. The Contractor shall establish regular intervals of collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of in a manner satisfactory to the County and in accordance with all laws and regulations pertaining thereto. The County's toilet facilities shall not be used by the Contractor. See Detailed Provisions Section 01 5000 – Temporary Facilities and Controls.

END OF SECTION 01 5600



**SPECIFICATIONS – DETAILED PROVISIONS**  
**SECTION 01 6000: PRODUCT REQUIREMENTS**  
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## **SECTION 01 6000 PRODUCT REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. Section includes the following:
  - 1. Product delivery, storage, and handling requirements.
  - 2. Products submitted as “Or Approved Equal” or “Or Approved Alternate”.
  - 3. Substitution procedure for requesting the approval of substitution of a product that is not equivalent to a product which is specified by descriptive or performance criteria or defined by reference to manufacturer, vendor, trade name, and/or model or catalog number.
  - 4. Product warranties.
- B. Related Contract Document Sections include, but are not limited to:
  - 1. General Provisions

#### **1.02 REFERENCES**

- A. National Fire Protection Association (NFPA) Standards.

#### **1.03 DEFINITIONS**

- A. Approved Equal or Approved Alternate: A material, product, equipment, or process proposed by the Contractor that has demonstrated and approved by the County through the submittal process having same function, quality, durability, appearance, strength, and design characteristics equal to or better than those originally specified in the Contract Documents; and shall be compatible with all other systems, parts or components of the Project and Work under the Contract.
- B. Assembly: Two or more products, materials or components that are utilized together to produce a composite application satisfying a set of requirements.
  - 1. Examples of Assemblies in these Contract Documents:
    - a. Chain-Link Fencing and Gate.
    - b. Groundwater Monitoring Well Elevation Adjustment.
    - c. Gas Probe Elevation Adjustment.
- C. Basis-of-Design Product Specification: A specification in which a specific manufacturer’s product is named and accompanied by the words “basis-of-design product”, including make or model number, manufacturer name, or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of

evaluating comparable products of additional manufacturers named in the specification.

- D. **Manufacturer:** The entity or firm that produces, manufactures or assembles a material, product or item of equipment incorporated in the Work. “Vendor” and “Supplier” are used interchangeably with Manufacturer.
  - 1. Manufacturers specifically named in Division 02 through 33 Detailed Provisions Sections are believed to have the capability of producing products, assemblies and systems meeting the requirements of the Contract Documents. Proposing a product, assembly or system produced by one of the named Manufacturers does not relieve the Contractor of the responsibility to demonstrate the proposed product, assembly or system meets the requirements of the Contract Documents.
- E. **Manufacturer’s Representative:** The person or persons designated by the Manufacturer as its representative(s) and technical authority(s) who is/are knowledgeable about and able to answer technical questions about the Manufacturer’s products, equipment and services.
- F. **Manufacturer’s Instructions:** Written instructions and recommendations provided by the product Manufacturer regarding the use, installation, preparation of Work to receive the product, or similar written guidance to be followed by the installer and provided as part of the product submittal or by the Manufacturer’s Representative.
  - 1. Manufacturer’s Instructions provided by the Manufacturer’s Representative are subject to review and approval of the County.
- G. **Product:** Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term “product” includes the terms “material”, “equipment”, “system”, and terms of similar intent.
  - 1. **Named Products:** Items identified by manufacturer’s product name, including make or model number or other designation shown or listed in manufacturer’s published product literature that is current as of date of the Contract Documents.
  - 2. **New Products:** Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
- H. **Qualified Professional Engineer:** A Professional Engineer who is legally authorized to practice in California (licensed) and who is experienced in providing engineering services related to a specific system, assembly or product proposed by the Contractor to meet the requirements of the Contract Documents.
  - 1. For systems, assemblies, or products structural in nature and performance, the Qualified Professional Engineer shall be a licensed structural engineer.

## **1.04 QUALITY ASSURANCE**

- A. In making request for substitution or in using an approved product, Contractor:
1. Has investigated proposed product, and has determined that it is adequate or superior in all respects to that specified, and that it will perform function for which it is intended.
  2. Will provide same guarantee for substitute item as for product specified.
  3. Will coordinate installation of accepted substitution into Work, to include structure modifications if necessary, making such changes as may be required for Work to be complete in all respects.
  4. Waives all claims for additional costs related to substitution which subsequently arise.

## **1.05 SUBMITTALS**

- A. Submittal Procedures: See Detailed Provisions Section 01 3300 – Submittal Procedures for requirements for the mechanics and administration of the submittal process.
- B. Substitution Requests:
1. Submit the Substitution Request Form at the end of this Section.
  2. If necessary, County will request additional information or documentation for evaluation within one (1) week of receipt of a substitution request. County will notify Contractor of approval or rejection of proposed substitution request within fifteen (15) work days of receipt of request, or seven (7) work days of receipt of additional information or documentation, whichever is later.
    - a. Use product specified if County does not issue a decision on substitution request within the time allocated.

## **1.06 DELIVERY, STORAGE AND HANDLING**

- A. Delivery:
1. Arrange deliveries of items in accordance with the Project Schedule identified in Detailed Provisions Section 01 3200 – Construction Progress Documentation.
  2. Coordinate deliveries in accordance with provisions of Detailed Provisions Section 01 1400 – Work Restrictions.
  3. Deliver products in undamaged condition.
    - a. Deliveries are to be made in Manufacturers’ original packaging, with seals and labels intact.
    - b. Inspect deliveries immediately to ensure compliance with requirements of the Contract Documents and approved submittals.
    - c. Assure that products are properly protected.

- B. Store products, items, materials and equipment in accordance with Manufacturers' Instructions and provisions as follows:
1. Seals and labels are to remain intact until such time protective coverings are removed.
  2. Protective covers must remain in place until items are prepared for installation.
    - a. Remove and replace protective covers which get wet, or are otherwise damaged to the degree that leaving the protective covers in place threatens the integrity of the item.
  3. Store products susceptible or subject to damage by the elements in weathertight enclosures.
  4. Maintain temperature and humidity within the ranges required by Manufacturers' instructions.
  5. Do not allow storage of combustible materials inside enclosed spaces except when allowed in accordance with applicable NFPA standards.
  6. Exterior Storage:
    - a. Store fabricated products above ground.
      - 1) Position on blocking or skids.
      - 2) Prevent soiling, staining, and other damage.
      - 3) Cover products subject to deterioration using impervious sheet coverings.
      - 4) Provide adequate ventilation to prevent formation of condensation.
    - b. Store loose granular materials in well-drained areas, and on solid unyielding surfaces.
      - 1) Prevent mixing and contamination with foreign matter.
    - c. Comply with the requirements of Detailed Provisions Section 01 1400 – Work Restrictions for Project storage, staging and laydown areas.
- C. Safety Data Sheets:
1. The Contractor is responsible for interpretation of information contained in Safety Data Sheets (SDS).
  2. Do not submit or send SDSs for review unless specifically requested by the County. Remove SDS sheets from submittals prior to transmittance.
  3. Submit SDS sheets when required for demonstration of sustainability objectives being met.
- D. Protection:
1. Protect items after installation.
    - a. Protect structures and Work from damage through County issuance of Certificate of Substantial Completion.

- b. Protect against traffic damage.
2. Repair or replace damaged items, products, materials and equipment.

## 1.07 SUBSTITUTIONS

### A. General:

1. Certain types of equipment and kinds of material are described in specifications by means of references to names of manufacturers and vendors, trade names, or catalog numbers.
  - a. When this method of specifying is used, it is not intended to exclude from consideration other products bearing other manufacturer's or vendor's names, trade names, or catalog numbers, provided said products are "Or Approved Equal" or "Or Approved Alternate", as determined by the County.

### B. Substitution of items, materials, and processes:

1. Products for the Project are specified "Or Approved Equal" or "Or Approved Alternate" unless identified otherwise in this Section.
  - a. It is the Contractor's responsibility to demonstrate to the County satisfaction that the products being proposed are equals to the products identified in the Contract Documents.
    - 1) If applicable, substitutions may impact LEED® credit achievement. The Contractor shall investigate proposed substitutions with respect to the following environmental concerns:
      - (a) Contractor shall identify which LEED® credit strategies may be affected by the proposed substitution.
      - (b) All substitutions shall be accompanied with documentation indicating the pertinent environmental performance criteria of the substitute material are equal or superior to the specified material.
    - a. The County will not unreasonably withhold acceptance of an approvable equal product.
      - 1) Decisions of the County regarding substitutions are final and not subject to appeal.
      - 2) Do not assume acceptance at any time prior to written acceptance in a submittal response prepared by the County.
    - b. Lack of complete information, defective information, or other problem associated with Available Information for a named product does not relieve the Contractor of the responsibility to demonstrate the approvability and equal of an "Or Approved Equal" or "Or Approved Alternate" product for the intended application or purpose.
  2. Submit the same required information for products proposed by the Contractor as Approved Equal, as would be required for the named items, materials and equipment.



- C. Substitution Requests after the Contract Award:
  - 1. Submit a completed Substitution Request Form with the associated submittal information for the material, product, equipment, or process.
    - a. Fill out the form included in this Section fully and completely.
    - b. The Contractor shall sign the document.
    - c. Provide samples as requested by the County.

## **1.08 PRODUCT WARRANTIES**

- A. Warranties specified in other Detailed Provisions Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to County.

## **PART 2 PRODUCTS**

### **2.01 GENERAL**

- A. All material, products, and equipment incorporated in the completed Work shall be new and acceptable for the use intended except where reuse of materials, products, and equipment is specifically indicated in the Contract Documents.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. All material, products and equipment incorporated in the completed Work shall be installed in accordance with the Manufacturer's Instructions unless such instructions are contrary to the requirements of the Contract Documents as determined by the County.