

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



ITEM: 12.1
(ID # 20384)

MEETING DATE:

Tuesday, January 10, 2023

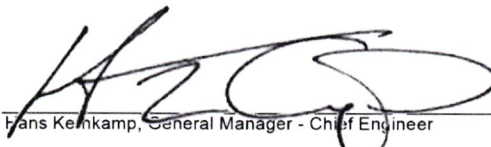
FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approval of Contract Documents, including Plans and Specifications, and Bid Advertisement for the Construction of the On-Call Site Improvements Project at Riverside County Sanitary Landfills, District 5 [\$0 – Department of Waste Resources Enterprise Funds] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), and categorically exempt pursuant to Sections 15301 (Existing Facilities), 15302 (Replacement and Reconstruction), 15303 (New Construction or Conversion of Small Structures), and 15304 (Minor Alterations of Land);
2. Approve the Contract Documents, including the Plans and Specifications, for the Construction of the On-Call Site Improvements Project at Riverside County Sanitary Landfills;
3. Authorize the General Manager-Chief Engineer of the Riverside County Department of Waste Resources (Department) to advertise for bids to be received in the Department Office located at 14310 Frederick Street, Moreno Valley, up to the hour of 11:00 a.m. on Wednesday, February 15, 2023, at which time the bids will be opened; and
4. Direct the Department to file the Notice of Exemption with the County Clerk upon approval of the Project.

ACTION:Policy

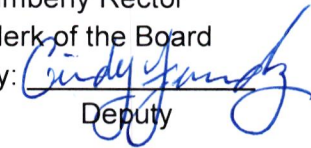

Hans Kemkamp, General Manager - Chief Engineer 12/21/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 10, 2023
xc: Waste

Kimberly Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Dept. of Waste Resources Enterprise Fund			Budget Adjustment:	No
			For Fiscal Year:	22/23 & 23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

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

The Board has awarded similar on-call site improvement projects through the California Public Works Contract process. To ensure continuity of regulatory compliance at both Badlands and Lamb Canyon Sanitary Landfills, the Department is proposing to advertise for a new annual contract to provide the necessary maintenance and drainage site improvements.

California Environmental Quality Act (CEQA) Findings

The Project is exempt from CEQA pursuant to the State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), and categorically exempt pursuant to Section 15301 Existing Facilities, 15302 (Replacement and Reconstruction), 15303 (New Construction or Conversion of Small Structures), and 15304 (Minor Alterations of Land). The Project contemplated in this Form 11 involves approval of a contract for site improvements at Lamb Canyon Landfill and Badlands Landfill. The Contract Documents, including Plans and Specifications, will be advertised and, ultimately, a contractor will be selected to complete the work (under a separate Board action). The proposed contract work is located within the permitted landfill disturbance areas. This work would not have a direct, indirect, or cumulatively significant effect on the environment. A Notice of Exemption (NOE) to this effect will be filed with the County Clerk upon Project approval.

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

Impact on Residents and Businesses

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

Additional Fiscal Information

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

Contract History and Price Reasonableness

The Engineer's estimate for this project is \$2,500,000 and the action today, if approved, will authorize the Department to pursue competitive bids through the California Public Works Contract process. The Department will then return to the Board of Supervisors to seek approval to award the Contract to the lowest responsible bidder.

ATTACHMENTS:

- Attachment A. Contract Documents for the Construction of On-Call Site Improvements at Riverside County Sanitary Landfills
- Attachment B. Project Drawings for the Construction of On-Call Site Improvements at Riverside County Sanitary Landfills
- Attachment C. CEQA NOE 22-06



Jason Farin, Principal Management Analyst 1/3/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 12/23/2022

Dept to file



Hans W. Kernkamp, General Manager-Chief Engineer

NOTICE OF EXEMPTION

DATE: December 19, 2022

TO: County Clerk, County of Riverside (County)

PROJECT CASE NO/TITLE: NOE 22-06: On-call Site Improvements at Riverside County Landfills

PROJECT LOCATION: Badlands Landfill, located at 31125 Ironwood Avenue, Moreno Valley, CA; and, Lamb Canyon Landfill, located at 16411 Lamb Canyon Road, Beaumont, CA.

PROJECT DESCRIPTION: The proposed Project involves the County of Riverside (County) approving contract documents for an on-call contract to provide necessary maintenance and drainage site improvements at the Badlands Landfill and Lamb Canyon Landfill.

PUBLIC AGENCY APPROVING PROJECT: County of Riverside (County)

PROJECT SPONSORS: Department of Waste Resources (RCDWR)

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

EXEMPT STATUS:

- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☐ Statutory Exemption:
- ☒ Categorical Exemption

Section 15301, Existing Facilities; 15302, Replacement and Reconstruction; 15303, New Construction or Conversion of Small Structures; 15304, Minor Alterations to Land

☒ Other Exemption:

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

REASONS FOR EXEMPTION:

Section 15061(b)(3) - General Rule Exemption

The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty

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that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

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

The Project proposes to conduct maintenance and drainage site improvements on an on-call basis at the Badlands Landfill and Lamb Canyon Landfill. As part of the National Pollutant Discharge and Elimination System (NPDES) statewide general permit to regulate industrial storm water discharges, the RCDWR is responsible for the installation and maintenance of drainage structures that collect and channel runoff from the landfill. The Project would not have a direct, indirect, or cumulatively significant effect on the environment or environmental resources. As such, the Project meets the scope and intent of Section 15061(b)(3), General Rule Exemption.

This determination is an issue of fact and sufficient evidence exists in the record that the activity will not have a significant effect on the environment. As such, the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal. 4th 372.

Section 15301, Existing Facilities

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

This project is exempt under Section 15301 because:

The project proposes to utilize optional on-call items to either adjust or augment the existing surface drainage system as the landfill is filled and topography changes and other items as directed by the RCDWR. As such, the Project is found not to affect any environmental resources; therefore, the Project meets the scope and intent of Section 15301, Categorical Exemption.

Section 15302, Replacement and Reconstruction

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

This project is exempt under Section 15302 because:

The Project proposes to install and maintain drainage structures utilizing optional on-call items that will either adjust or augment the existing surface drainage system as needed or directed by the RCDWR. Maintenance activities also include demolition within the Northwest Berm area, Northwest Engineered Fill and installation of 25-foot tall litter fence. The Project will occur in an existing permitted area. Therefore, the Project as proposed meets the scope and intent of the Class 2 Categorical Exemption.

15303, New Construction or Conversion of Small Structures

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

This project is exempt under Section 15303 because:

The Project proposes to request on-call monitoring and maintenance where repairs or new drainage construction is required. Improvement activities may include construction of earthen berms, installation of silt fences, installation of fiber rolls, installation of 25-foot tall litter fence, and construction of concrete or asphalt structures. This work would not have a direct, indirect, or cumulatively significant effect on the environment. The project as proposed meets the scope and intent of the Class 3 Categorical Exemption.

15304, Minor Alterations to Land

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

This project is exempt under Section 15304 because:

The Project proposes to request on-call monitoring and maintenance where repairs or new drainage construction is required. Improvement activities include demolition within the Northwest Berm area and on-call activities include but are not limited to: earthwork excavation including hauling and stockpiling of daily cover material, placement of engineered fill, construction of earthen berms, installation of silt fences, installation of fiber rolls, installation of 25-foot tall litter fence, construction of concrete or asphalt structures, placement of aggregate base material, refuse excavation, and greenwaste application. Due to the previous disturbance and current use of the site, no healthy, mature, scenic trees are present in the project area. Therefore, the Project as proposed meets the scope and intent of the Class 4 Categorical Exemption.

FINDINGS:

1. Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.
2. The proposed Project is exempt from CEQA pursuant to Section 15061(b)(3), and categorically exempt from CEQA pursuant to Section 15301, 15302, 15303, and 15304.
3. It can be seen with certainty that there is no possibility that this Project would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt under CEQA as previously identified.

If there are any questions regarding the above matter, I can be reached at (951) 486-3200.

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

By: _____

Kinika Hesterly

Title: Principal Planner

Date: December 19, 2022



CONTRACT DOCUMENTS

FOR

THE CONSTRUCTION OF

ON-CALL SITE IMPROVEMENTS

AT

RIVERSIDE COUNTY SANITARY LANDFILLS

NOVEMBER 2022

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 12/05/2022
LISA SANCHEZ DATE

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ADMINISTRATIVE PROVISIONS

FOR

THE CONSTRUCTION OF

ON-CALL SITE IMPROVEMENTS

AT

RIVERSIDE COUNTY SANITARY LANDFILLS

NOVEMBER 2022

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NOTICE INVITING BIDS TO CONTRACTORS

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

ON-CALL SITE IMPROVEMENTS
AT
RIVERSIDE COUNTY SANITARY LANDFILLS

On or after January 10, 2023, 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, received at the County's office and \$80 per set if mailed by U.S. mail (mailing cost does not apply when using recipient's mailing account number). No refund will be made.

A digital copy of the Contract Documents and Project Drawings in PDF format will be available on the Department's website <http://www.rcwaste.org>. The Project Drawings will also be available in digital MicroStation (.dgn) format on Department's website. This digital data is to be used at the Contractor's own discretion. The County is not responsible for the manner in which the Contractor chooses to use the digital data. The County is not responsible for how this digital data might be converted by the Contractor to another format. The Contractor is solely responsible for its use of this digital data.

Each Bid Proposal must be accompanied by a Bid Security, in the form of cash, a certified check, cashier's check or Bid Bond, equal to ten percent (10%) of the amount Bid, payable to the County of Riverside as a guarantee that the Contractor will, if awarded the Contract, execute a satisfactory Contract and furnish the required bonds and provide the required certificates of insurance.

Bid Proposals must be placed in a sealed envelope clearly marked "Bid Proposal". Bid Proposals must be in accordance with the instructions and other Contract Documents and filed with the County by **11:00 AM on Wednesday, February 15, 2023** at 14310 Frederick Street, Moreno Valley, CA 92553 which time and place are fixed for the public opening of bids. A **mandatory** pre-bid site review will be conducted at both Badlands and Lamb Canyon Sanitary Landfills on **Monday, January 30, 2023 at 10:00 AM**. This mandatory pre-bid site review will start at the Badlands sanitary landfill at 10:00 a.m. and then proceed to the Lamb Canyon sanitary landfill. The Badlands sanitary landfill site address is 31125 Ironwood Avenue, Moreno Valley, CA 92555. The Lamb Canyon sanitary landfill site address is 16411 Lamb Canyon Rd., Beaumont, CA 92223. All questions and requests for clarification or interpretation of the Contract Documents must be submitted in writing by **5:00 PM on Friday, February 3, 2023** to Jeff Gow via e-mail to "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 may be awarded a public works project or enter into a Contract without proof of current registration to perform public works.

General prevailing rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of Contracts under the jurisdiction of the County have been obtained by the County from the Director of Industrial Relations of the State of California for the area where the Work is to be done. These are on file at the County's office and will be made available to any interested person upon request. THIS PROJECT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime Contractor shall post job site notices, including a copy of the prevailing rate of per diem wages determinations made by the Director for the Department of Industrial Relations and other notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1773.2, 1774, 1775, 1776, and 1777.5.

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

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

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

BIDDER QUALIFICATIONS:

A Bidder must satisfy the following requirements to bid on this Project:

1. Within the last five years, the Contractor and/or subcontractor shall have successfully completed an earthwork construction project(s) with at least 100,000 cubic yards in comparable topographic features as exist at the project sites (that is, with canyons and valleys, and not just flat terrain).
2. Within the last five years the Contractor and/or subcontractor shall have successfully completed an earthwork construction project(s) with at least 50,000 cubic yards of engineered fill including soil material processing, placement, compaction, and grading per plan.
3. Within the last five years, the Contractor and/or subcontractor shall have successfully completed a construction project(s) with installation of at least 500 tons of asphalt concrete structures.
4. Within the last five year, the Contractor and/or subcontract shall have successfully completed a construction project(s) with at least 5,000 tons of aggregate base material (CMB, class-II base, rock material) or a combination there of including placement, compaction and grading.
5. Within the last five years, the Contractor and/or subcontract shall have successfully completed a construction project(s) with at least 1,000 linear feet of 25' tall litter fencing.

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

SUBMITTAL REQUIREMENTS:

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

Dated: _____

RIVERSIDE COUNTY
DEPARTMENT OF WASTE RESOURCES

Hans Kernkamp

Digitally signed by Hans
Kernkamp
Date: 2022.12.14 10:07:28 -08'00'

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 Special Provisions 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. Username (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
 - e. Completed W-9 and Evidence of Insurance
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. Table 1 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

	BID DOCUMENT	SUBMITTAL TIMEFRAME	CONTRACT DOCUMENT REFERENCE
<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"/>	Contractor's 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"/>	Economic sanctions in response to Russia's actions in Ukraine	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 Form(s) (Minimum of 5 References) Must provide all the information described on the Project Reference Form.	with Bid Proposal	Administrative Provisions: Notice Inviting Bids to Contractors, Submittal Requirements
<input type="checkbox"/>	Contractor's Statement of Qualifications Form(s)	with Bid Proposal	Administrative Provisions: Required Submittal Checklist (Table 1) and Article 3
<input type="checkbox"/>	Scale Manufacturer's Name and Scale's Model Number	with Bid Proposal	Administrative Provisions: Notice Inviting Bids to Contractors, Bidder Qualifications
<input type="checkbox"/>	Construction Agreement	within 5 days of Notice of Intent to Award	Administrative Provisions
<input type="checkbox"/>	Performance Bond (100% of Contract Price)	within 5 days 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 5 days of Notice of Intent to Award	Administrative Provisions: Instructions to Bidders, Article 4, Section 4.2
<input type="checkbox"/>	Workers' Compensation Contractor Certificate	within 5 days 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 5 days of Notice of Intent to Award	Administrative Provisions, under Section "Construction Agreement, Bonds, and Other Forms"
<input type="checkbox"/>	Certificates of Insurance	within 5 days of Notice of Intent to Award	Administrative Provisions: Article 4, Section 4.1.1
<input type="checkbox"/>	Construction Schedule	within 14 days of Notice of Intent to Award	Administrative Provisions: Article 4, Section 4.1.2
<input type="checkbox"/>	Schedule of Values	within 14 days 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 30 days of Award of Contract	General Provisions: Section 5, Subsection 5.1.1

ADMINISTRATIVE PROVISIONS

ARTICLE 2 - BIDDING PROCEDURES

2.1 PUBLIC OPENING OF BID PROPOSALS

Bid Proposals will be opened and read publicly at the time and place indicated in the Notice Inviting Bids to Contractors. Bidders or their authorized agents are invited to be present. 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 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 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 aforestated 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 any 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 Special Provisions; and
- (2) Schedule of Values, prepared by Bidder in the manner required by the Special Provisions.

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:

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

- (b) That this 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

ADMINISTRATIVE PROVISIONS

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Contractor bids as follows for ON-CALL SITE IMPROVEMENTS at the RIVERSIDE COUNTY SANITARY LANDFILLS in California:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Northwest Berm Demolition	L.S.	1		
2	Northwest Berm Engineered Fill	C.Y.	47,000		
3	Furnish and Install 25' Tall Litter Fence	L.F.	1,235		
OPTIONAL ON-CALL BID ITEMS					
4	Excavation, Hauling, and Stockpiling Daily Cover Material	C.Y.	33,500		
5	Refuse Excavation and Hauling to Active Face	C.Y.	1,000		
6	Engineered Fill	C.Y.	1,500		
7	Construct 2' Tall Earthen Berms with Engineered Fill	L.F.	2,000		
8	Furnish and Install Fiber Rolls	L.F.	1,000		
9	Furnish and Install Silt Fence	L.F.	750		
10	Asphalt Concrete Structures	T.	140		
11	Construct 7" thick Asphalt Road (7" Asphalt over 10" Class II Base)	S.F.	6,000		
12	Reinforced Shotcrete Structures	C.Y.	25		
13	Reinforced Concrete Structures	C.Y.	25		
14	Furnish and Install CMB	T.	4,300		
15	Furnish and Install 2"-4" Rock	T.	2,600		
16	Furnish and Install 3"-6" Rock	T.	225		
17	Greenwaste Application	S.F.	625,000		
18	Authorized Time and Materials	L.S.	1	\$1,000,000.00	\$1,000,000.00

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

(Write out Total Bid Amount in Words)

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

Contractor Acknowledges Receipt of Addenda No(s): _____

Name of Contractor: _____

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Address: _____

Telephone: _____

Contractor's License No. and Classification: _____

Department of Industrial Relations (DIR) Registration Number: _____

Signature: _____

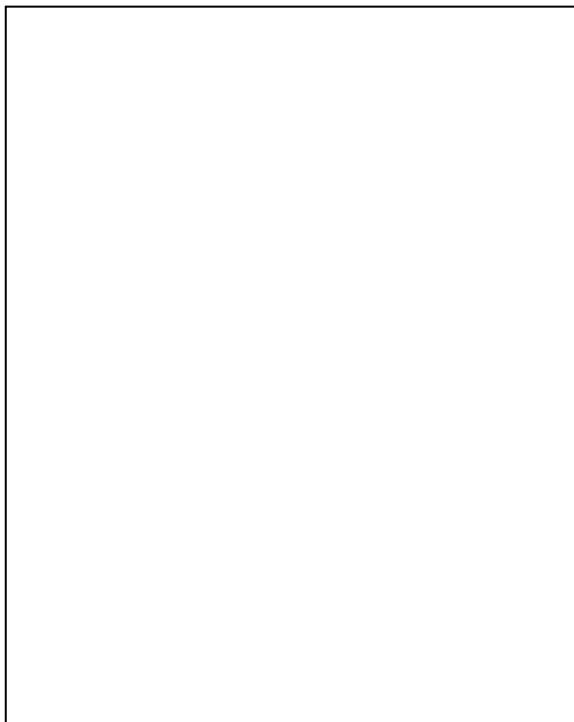
Name: _____

Title: _____

Dated: _____

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

Space for Corporate Seal and Attestation:



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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 ($\frac{1}{2}$) 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

Project Reference No. _____	
Project Name:	
Project Location:	
Scheduled Completion Date:	
Actual Completion Date:	
Contracted Project Cost: Final Project Cost: Reason for Difference:	
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.	
Project Owner:	
Owner's Mailing Address:	
Name of Owner's Representative:	
Representative's Email Address:	
Representative's Telephone Number:	
Name of Contractor's Superintendent/Lead:	
Brief Description of Work Performed (Describe how the Scope of Work met the Experience Criteria):	

Bidder shall provide all the project reference information requested on the Project Reference Form for the Bidder and 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: <div style="margin-left: 20px;"> (1) Bidding for awarding of, or performance of a contract with a public entity; (2) Making a false claim(s) to any public entity or government agency; or (3) Fraud, theft, or other acts of dishonesty to any contracting party within the past ten (10) years? </div>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

ADMINISTRATIVE PROVISIONS

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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

ADMINISTRATIVE PROVISIONS

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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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ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The Contractor must certify that it is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website at (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in these documents, failure to comply with the economic sanctions and all applicable reporting requirements may result in disqualification or termination of the Construction Agreement, if awarded. For contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

To comply with this requirement, please insert your Contractor name and Federal ID Number (if available) on the Certification Form on Page XXVIII, execute by a duly authorized representative for the contractor and return with the bid proposal.

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**COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN
UKRAINE (Bidders)**

Prior to bidding on, submitting a proposal, or executing a contract, a contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

<i>Contractor Name (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</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 ON-CALL SITE IMPROVEMENTS at the RIVERSIDE COUNTY SANITARY LANDFILLS, in accordance with a Notice Inviting Bids to Contractors dated _____.

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

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

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

Dated: _____

By: _____

By: _____

Title: _____
(Surety)

Title: _____
(Contractor)

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

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

ADMINISTRATIVE PROVISIONS

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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, ON-CALL SITE IMPROVEMENTS at the RIVERSIDE COUNTY SANITARY LANDFILLS, and Contractor shall do all things necessary to accomplish and complete the Work described in and in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.
2. Contract Documents. The Contract Documents for the project are:
 - (a) Notice Inviting Bids to Contractors;
 - (b) Instructions to Bidders;
 - (c) Contractor's Proposal, including List of Subcontractors, 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 for ON-CALL SITE IMPROVEMENTS at the RIVERSIDE COUNTY SANITARY LANDFILLS;
 - (j) Appendix A – Fugitive Dust Control Requirements;
 - (k) Appendix B – Landfill Site Rules;
 - (l) Appendix C – Title V Permit Rule 1150 Refuse Excavation Permit Conditions;
 - (m) Appendix D – Project Drawings for ON-CALL SITE IMPROVEMENTS;
 - (n) Appendix E – Construction Quality Assurance / Quality Control Plan for the Construction of the NW Berm Phase 1
 - (o) Standard Specifications for Public Works Construction, Latest Edition, with Amendments;
 - (p) Any other documents included in or incorporated into the Contract Documents;
 - (q) Addenda Nos. _____;
 - (r) 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.

(This page left intentionally blank.)

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 Special Provisions. 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.

(This page left intentionally blank.)

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: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____
Kecia R. Harper, 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, ON-CALL SITE IMPROVEMENTS at the RIVERSIDE COUNTY SANITARY LANDFILLS, located in Riverside County, California.)

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

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Northwest Berm Demolition	L.S.	1		
2	Northwest Berm Engineered Fill	C.Y.	47,000		
3	Furnish and Install 25' Tall Litter Fence	L.F.	1,235		
OPTIONAL ON-CALL BID ITEMS					
4	Excavation, Hauling, and Stockpiling Daily Cover Material	C.Y.	33,500		
5	Refuse Excavation and Hauling to Active Face	C.Y.	1,000		
6	Engineered Fill	C.Y.	1,500		
7	Construct 2' Tall Earthen Berms with Engineered Fill	L.F.	2,000		
8	Furnish and Install Fiber Rolls	L.F.	1,000		
9	Furnish and Install Silt Fence	L.F.	750		
10	Asphalt Concrete Structures	T.	140		
11	Construct 7" thick Asphalt Road (7" Asphalt over 10" Class II Base)	S.F.	6,000		
12	Reinforced Shotcrete Structures	C.Y.	25		
13	Reinforced Concrete Structures	C.Y.	25		
14	Furnish and Install CMB	T.	4,300		
15	Furnish and Install 2"-4" Rock	T.	2,600		
16	Furnish and Install 3"-6" Rock	T.	225		
17	Greenwaste Application	S.F.	625,000		
18	Authorized Time and Materials	L.S.	1	\$1,000,000.00	\$1,000,000.00

For the Total Bid Proposal of:

TOTAL COST (State in Figures) \$ _____

(Write out Total Bid Amount in Words) _____

ADMINISTRATIVE PROVISIONS

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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:

Construction of ON-CALL SITE IMPROVEMENTS at RIVERSIDE COUNTY SANITARY LANDFILLS

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

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

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

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

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

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

ADMINISTRATIVE PROVISIONS

(This page left intentionally blank.)

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

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

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

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

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

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

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

(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:

(This page left intentionally blank.)

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

(This page left intentionally blank.)

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

**Construction of ON-CALL SITE IMPROVEMENTS at RIVERSIDE COUNTY
SANITARY LANDFILLS**

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

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

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

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

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

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

ADMINISTRATIVE PROVISIONS

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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:

(This page left intentionally blank.)

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

(This page left intentionally blank.)

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: _____

(This page left intentionally blank.)

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>

(This page left intentionally blank.)

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:

(This page left intentionally blank.)



GENERAL PROVISIONS

FOR

THE CONSTRUCTION OF

ON-CALL SITE IMPROVEMENTS

AT

RIVERSIDE COUNTY SANITARY LANDFILLS

NOVEMBER 2022

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SECTION 1 - DEFINITION OF TERMS

1.1. TERMS

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

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

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

1.2. SIMILARITY OF WORDS

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

SECTION 2 - SCOPE OF WORK

2.1. WORK TO BE DONE

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

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

2.2. CONSTRUCTION SCHEDULE

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

2.3. DRAWINGS AND SPECIFICATIONS ON THE WORK

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

2.4. ESTIMATE OF QUANTITIES

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

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

2.5. PROTESTS

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

2.6. ALTERATIONS

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

2.7. EXTRA WORK

2.7.1. General

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

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

2.7.2. Procedure for Extra Work

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

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

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

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

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

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

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

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

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

2.8. PAYMENT FOR EXTRA WORK

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

2.9. RIGHTS OF WAY

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

2.10. CLEANING UP

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

SECTION 3 - CONTROL OF THE WORK

3.1. AUTHORITY OF THE COUNTY

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

3.2. DETAIL DRAWINGS

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

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

3.3. CONFORMITY WITH PLANS AND ALL ALLOWABLE DEVIATIONS

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

3.4. INTERPRETATION OF PLANS AND SPECIFICATIONS

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

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

3.5. SUPERINTENDENCE

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

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

3.6. LINES AND GRADES

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

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

3.7. INSPECTION OF WORK

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

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

3.8. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

3.9. EQUIPMENT AND PLANT

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

3.10. FINAL INSPECTION

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

SECTION 4 - CONTROL OF MATERIAL

4.1. COUNTY FURNISHED MATERIALS

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

4.2. SOURCE OF SUPPLY AND QUALITY OF MATERIALS

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

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

4.3. SAMPLES AND TESTS

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

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

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

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

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

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

4.4. DIGGING TRENCHES OR OTHER EXCAVATIONS

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

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

- 4.4.1.1 Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 4.4.1.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- 4.4.1.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

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

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

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

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

4.5. STORAGE OF MATERIALS

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

4.6. DEFECTIVE MATERIALS

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

4.7. ASSIGNMENT OF CLAIMS

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

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITY

5.1. LAWS TO BE OBSERVED

5.1.1. Compliance with Applicable Law

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

5.1.2. Labor Code

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

5.1.3. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

5.1.4. Registration of Contractors

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

5.1.5. Accident Prevention

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

5.2. CONTRACTOR'S RESPONSIBILITY

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

5.3. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal final acceptance of the completed work by the County, the Contractor shall have the charge and care of the work and shall bear the risk of injury or damage to any part of the work by the action of the weather or from any other cause, whether or not arising from the execution of

the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work.

5.4. PROPERTY RIGHTS IN MATERIALS

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

5.5. PERMITS AND LICENSES

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

5.6. ROYALTIES AND PATENTS

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

5.7. SANITARY PROVISIONS

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

5.8. PUBLIC SAFETY

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

5.9. USE OF EXPLOSIVES

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

5.10. PROVISIONS FOR EMERGENCIES

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life or property, and it

is part of the service required of the Contractor to make such provisions and to furnish such protection.

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

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

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

5.11. UNFORESEEN DIFFICULTIES

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

5.12. ACCESS TO THE WORK

Unless provided for in the 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 Special Provisions.

Contractor acknowledges that failure to perform in strict accordance with the Contract Documents and within the time limits specified in the Special Provisions will cause County to suffer special damages in addition to cost of completion of the work in accordance with the provisions of the Contract Documents. Such special damage could include, but is not limited to, lease and rental cost, additional salaries and overhead, interest during construction, attorney expense, additional engineering, inspection expense, cost of maintaining or constructing alternate facilities, and injury to the property of the County or others. Such special damage could also include penalties assessed against the County by other governmental agencies for failure to have the project completed in a timely manner or as required by law. The County may withhold from any money due or that may become due the Contractor under the contract such amount as the County may elect to offset the

damages incurred. Any withholding or failure to withhold shall not in any way limit recovery for damages actually incurred.

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

6.7. DELAYS AND EXTENSION OF TIME

If delays are caused by unforeseen causes beyond the control of either the Contractor or the County, such as war, strikes, fire, floods, or other action of the elements 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:

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

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

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

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

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

7.3.2. Work Performed by Special Forces or Other Special Services

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

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

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

7.3.3. Records

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

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

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

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

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

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

the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

7.3.4. Payment

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

7.4. ACCEPTANCE

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

7.5. PARTIAL PAYMENTS

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

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

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

7.6. DELAYED PAYMENTS

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

7.7. FINAL PAYMENT

The County, after completion of the work, and submittal of any final documents or reports required by the Special Provisions, shall make a final estimate in writing to the County Board of Supervisors of the amount of work done and the value of such work; and pursuant to order of the Board of Supervisors the County shall pay the sum found to be due after deducting therefrom all previous payments and all amounts to be kept and retained under the provisions of the contract or applicable

law. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The withheld retention funds shall not be due and payable to the Contractor until the expiration of thirty-five (35) days after the date of approval by the Board of Supervisors and recordation of the notice of completion.

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

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

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

7.8. CLAIMS RESOLUTION – 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, 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

THE CONSTRUCTION OF

ON-CALL SITE IMPROVEMENTS

AT

RIVERSIDE COUNTY SANITARY LANDFILLS

NOVEMBER 2022

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**SPECIAL PROVISIONS
FOR
ON-CALL SITE IMPROVEMENTS AT
RIVERSIDE COUNTY SANITARY LANDFILLS**

SECTION 1 - GENERAL

1.1 INTRODUCTION

These Special Provisions are for the site improvements at the Badlands Landfill (BA) and Lamb Canyon Landfill (LC) in Riverside County, California. This project is designated as “On-Call Site Improvements at Riverside County Landfills” (Project).

Bid items include the demolition within the Northwest Berm area, Northwest Engineered Fill and installation of 25-foot tall litter fence. Optional on-call bid items of work include but are not limited to: earthwork excavation including hauling and stockpiling of daily cover material, placement of engineered fill, construction of earthen berms, installation of silt fences, installation of fiber rolls, construction of concrete or asphalt structures, placement of aggregate base material, refuse excavation, and greenwaste application. Typical sections for each optional on-call item and estimated areas of installation are as shown in the Project Drawings. The County shall provide Work Orders as written advance notice for the intent to begin construction of optional on-call items, using all or a part of the quantities listed in Exhibit A of the Construction Agreement or as shown in the Project Drawings. The items will be requested primarily in preparation for rain events in the forecast or as a result of rain-related damage where repairs or new drainage construction is required. Optional on-call items may also be utilized to either adjust or augment the existing surface drainage system as the landfill is filled and topography changes and other items as directed by the County. The Contractor shall mobilize within one week of acknowledgement of the Work Order, unless mutually agreed upon by the County and Contractor.

Optional on-call bid items shall be utilized at the sole discretion of the County as they are subject to circumstances encountered in the field. Contractor will not be compensated in any way for optional on-call bid items that are not used on the Project.

The County has estimates of total in place quantities and provided typical construction details for optional on-call items. However, the final quantity and construction item design is dependent on an as-need basis. The estimated quantity is for bidding purposes only and actual quantities may vary.

The County reserves the right to delete any Optional Bid item and decrease the Contract Price by the scheduled amount for the item deleted. The County reserves the right to increase or decrease quantities of any Optional Bid Item and increase or decrease the Contract Price by the scheduled amount. No additional compensation shall be made to the Contractor for any deletion, increase, or decrease of quantities for any Optional Bid Item.

In no event shall the Contractor be entitled to be paid any different amount based upon the contract documents, Standard Specifications, Greenbook, Caltrans Requirements, or any other source. The County shall request the optional on-call bid items by submitting a Work Order, providing exact material and estimated dimensional details for each item for each request within the set range of materials and dimensions listed in the Contract Documents. If County requests optional on-call bid items outside of the range of dimensions or characteristic of work detailed in the Contract Documents, the work shall be executed under SECTION 12 -AUTHORIZED TIME & MATERIALS WORK.

All work to be implemented under this contract shall consist of furnishing equipment, superintendence, labor, skills, materials, and all other items necessary for the execution of the Project and shall conform to the Contract Documents for this Project.

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

1.2 DEFINITION OF TERMS

Cubic Yard

Unless otherwise specified in these specifications, where the term cubic yard appears it shall mean bank (bulk) volume in the case of excavation; and compacted volume yielding the specified relative compaction, moisture content, and hydraulic conductivity, if required, in the case of engineered fill.

Moisture Content

This term is defined as the percentage of water contained in a soil, clay, or bentonite mixture in relation to its dry weight, using ASTM D2216 or ASTM D4643.

Optimum Moisture Content (OMC)

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

Relative Compaction

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

Slope

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

Subgrade

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

Project Manager

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

Resident Engineer

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

Contractor's Surveyor

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

County's Surveyor

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

1.3 SUMMARY OF WORK

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

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

- A. Provide and implement a Site Safety Plan per Section 1.7
- B. Comply with Storm Water Pollution Prevention Plan per Section 1.19.3
- C. Demolition of Northwest Berm shall include salvage, remove, relocate, recycle, hauling, and stockpile material encountered during construction along cycle park road at Badlands Landfill as per Section 11 of these Special Provisions. The work covered by this section shall also include the excavation of engineered fill source material from the Badlands borrow area, hauling of source material, placement, and moisture conditioning of engineered fill in the construction of the Northwest Berm at Badlands Landfill.
- D. Furnish and install 25-foot-tall litter fence at Lamb Canyon Landfill per Section 10 of these Special Provisions.
- E. On-call bid items per Sections 2 to 12 of these Special Provisions (Typical sections as shown in the Project Drawings and locations as directed by the County)

1.4 REFERENCED SPECIFICATIONS AND DOCUMENTS

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

Standard Specifications

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

State Standard Specifications

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

ASTM Specifications

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

Standard Drawings

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

Plans or Project Drawings

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

1.5 GENERAL SCOPE OF WORK

This project is formatted to meet strict State and Federal NPDES requirements for landfills as administered by the California Regional Water Quality Control Board (CRWQCB), the California Department of Resources Recycling and Recovery (CalRecycle), the Riverside County Department of Environmental Health - Local Enforcement Agency (LEA) and other regulatory agencies. The major features of the work to be performed shall include but are not limited to:

ITEM No.	ITEM OF WORK	SECTION No.
1	Northwest Berm Demolition	SECTION 11 -
2	Northwest Berm Engineered Fill	SECTION 11 -
3	Furnish & Install 25' Tall Litter Fence	SECTION 10 -
Optional On-Call Items		
4	Excavation, Hauling, and Stockpiling Daily Cover Material	SECTION 3 -
5	Refuse Excavation and Haul to Active Face	SECTION 3 -
6	Engineered Fill	SECTION 3 -

7	Construct 2' Tall Earthen Berms with Engineered Fill	SECTION 3 -
8	Furnish and Install Fiber Rolls	SECTION 4 -
9	Furnish and Install Silt-Fence	SECTION 5 -
10	Asphalt Concrete Structures	SECTION 6 -
11	Construct 7" thick Asphalt Road (7" Asphalt over 10" Class II Base)	SECTION 6 -
12	Reinforced Shotcrete Structures	SECTION 7 -
13	Reinforced Concrete Structures	SECTION 7 -
14	Furnish and Install CMB	SECTION 8 -
15	Furnish and Install 2"-4" Rock	SECTION 8 -
16	Furnish and Install 3"-6" Rock	SECTION 8 -
17	Greenwaste Application	SECTION 9 -
18	Authorized Time and Materials	SECTION 12 -

1.6 NOTICE TO PROCEED

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

- A. Performance Bond and Payment Bond (Instructions to Bidders)
- B. Required Certificates of Insurance (General Provisions Section 8.3.)
- C. Contractor project specific Public/Site Safety Plan (Special Provisions Section 1.7)

Also, within five (5) business days of the award of contract by the Riverside County Board of Supervisors, the County will hold a mandatory pre-construction meeting (Special Provisions Section 1.8) to be attended by the Contractor.

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

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

1.7 SITE SAFETY PLAN

Prior to delivering equipment to the construction site, the Contractor shall submit a Site Safety Plan addressing each landfill site to the County for review and acceptance. Acceptance of the Site Safety Plan does not release the Contractor of liability in the event of an accident or injury, nor does it place any liability on the County or any County employee. The Site Safety Plan must, at a minimum, meet all the requirements of Federal and State regulations regarding all construction and hauling activities. The Contractor shall be solely responsible for adherence to the Site Safety Plan at all times.

It is the responsibility of the Contractor to comply with all applicable health and safety regulations. The Contractor shall take proper safety and health precautions to protect the work, the public, and the County employees. The Contractor shall provide adequate number of portable toilets for its staff within the project's staging area. These portable toilets shall be equipped with secondary containment structures and tie-downs shall be supplied so as to prevent the displacement of the portable toilets during high winds. All sanitary facilities shall include no less than twice-per-week servicing. The Contractor shall provide fire extinguishers and first-aid kits within the vicinity of their work area to provide adequate protection to all personnel anticipated to be onsite. A fire extinguisher shall also be maintained in the construction area at all times. The Contractor shall be responsible for providing all items necessary for health and safety, including but not limited to dust control and personal protective equipment, in accordance with applicable Federal and State regulations.

The Public/Site Safety Plan shall include procedures that address traffic control for approaching, crossing, or traveling along public and active landfill access roads between the Offsite Water Source, Equipment Storage/Staging Area, Construction Areas and Designated Stockpile according to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD), and as directed by the County. During the period of construction, landfill operations will be conducted in, but not limited to the following areas: the active commercial face (Fill Areas 1 and 2), Waste Recycle Park and the designated borrow area. The Public/Site Safety Plan shall include procedures for addressing traffic control along, but not limited to the following project areas: the Western Stockpile Top Deck, construction areas and designated borrow area. The Public/Site Safety Plan will state that all construction traffic shall not exceed 15 miles per

hour when traveling on landfill site access roads used by the public. Public/Site Safety Plan and traffic control plans shall specify County Agencies' right of way for access to haul roads and to Offsite Water Source. Landfill Operation haul roads may change during the course of the Project. As such, Contractor shall submit a traffic control plan and obtain County approval prior to utilizing a specific haul route.

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

Where necessary, trenches, pits, and other excavations shall be properly sloped, sheathed, and braced to furnish safe and acceptable working conditions. Any damage that occurs from earth pressures, slides, cave-ins, or other causes due to failure to provide proper sloping, sheathing, or bracing, or through other negligence or fault of the Contractor, shall be repaired at the Contractor's sole expense. The manner of bracing for excavations shall be as set forth in the rules, orders, and regulations of the Division of Industrial Safety of the State of California or OSHA; whichever is more restrictive. 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 of shoring, bracing, sloping of the sides of trenches, or other provisions to be made for the protection of personnel during earthwork operations in advance of any such operation.

Approved personal fall arrest, personal fall restraint or positioning systems shall be worn by those employees whose work exposes them to falling in excess of 7 1/2 feet from the perimeter of a structure, unprotected sides and edges, leading edges, through shaft ways and openings, sloped roof surfaces steeper than 7:12 (horizontal: vertical), or other sloped surfaces steeper than 40 degrees. Particular attention shall be given to relevant Division of Industrial Safety of the State of California. Said Orders are contained in Title 8 of the California Code of Regulations, Chapter 4, and Subchapter 4. Specific reference is made to Article 24 of said Construction Safety Orders.

The Public/Site Safety Plan shall also address procedure and protocol for employee heat illness protection. When the temperature exceeds 80 degrees Fahrenheit in the heat index chart, at minimum, the Public/Site Safety Plan shall guarantee the employee with the following: access to fresh, cool drinking water throughout the day; access to shade for 5 minutes at a time to rest and cool down; training on how to work safely in the heat, including how to call for emergency services if someone is overcome by heat. Particular attention shall be given to relevant Division of Industrial Safety of the State of California. Said Orders are contained in Title 8 of the California Code of Regulations, Chapter 4, Subchapter 7, and Group 2. Specific reference is made to Article 10 of said Construction Safety Orders, Section 3395 Heat Illness Prevention.

The Contractor is advised that decomposing refuse produces landfill gas which is approximately 50 percent methane (natural gas) by volume. Landfill gas is colorless, can be odorless, may contain hydrogen sulfide, toxic or hazardous material, is combustible,

and may contain no oxygen. Landfill gas can also migrate through several thousand feet of soil adjacent to landfills. The Contractor is, therefore, advised of the need for precautions against fire, explosion and asphyxiation when working in or near excavations on the project site.

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

1.8 PRE-CONSTRUCTION MEETING

Within ten (10) business days of the award of contract by the Riverside County Board of Supervisors, the County will hold a mandatory pre-construction meeting to be attended by the Riverside County Department of Waste Resources, the Contractor's superintendent, the Contractor's surveyors, major subcontractors, regulatory agency representatives, and other individuals involved in the execution of the work. Any questions regarding the plans, specs, and initial Contract Work Orders shall be discussed at this time.

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

1.9 PRECEDENCE OF CONTRACT DOCUMENTS

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

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

1.10 WORKING DAY DEFINITION

Unless otherwise approved in writing by the County, the working day shall be as set forth in Section 6.6 of the General Provisions. Eight (8) hours shall constitute a standard workday. 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.

1.11 HOLIDAYS

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

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

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

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

1.12 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The total duration of the contract is one (1) year starting from the date of issuance of the Notice to Proceed.

For optional on-call items, the County shall provide a minimum of one week written advance notice for the intent to begin construction via a Work Order. The maximum number of working days to complete optional on-call items shall be included in the one-week written notice. The County may schedule optional on-call bid items to be constructed at the various landfill sites simultaneously.

In case the Work Order construction items called for and all the conditions and requirements of the Contract Documents are not completed within the number of working days specified in the Work Orders, liquidated damages of **One Thousand Dollars (\$1,000)** per day for each additional working day required to properly complete the work in excess of the allowed number of working days shall be paid by the Contractor to the County. The County may also deduct this amount from payments due to the Contractor.

Liquidated damages for optional on-call bid items shall be as negotiated by the County prior to start of the work.

1.13 SURVEY CONTROL OF WORK

The County surveyors will establish external primary survey control points on firm ground outside the limits of the work to be used throughout the construction period for the Contractor's work. Survey control is shown on the Project Drawings. In addition, the County surveyors will make verification surveys as various stages of the work are completed and survey for preparation of pay quantities. The Contractor's surveyor is responsible for setting line and grade for the earthwork and any other related construction activities. The Contractor's surveyors are also responsible for ensuring that all construction conforms to the requirements of the Contract Documents.

1.14 TESTS AND INSPECTIONS

The Contractor shall comply with requests by the County to alter the work sequence to facilitate testing, inspection, or observation, or for the collection of samples or data. The Contractor shall provide the County with safe and suitable access to the work area for testing, inspection, or observation.

1.15 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 (Caltrans). A copy of said equipment rental rates are available on Caltrans' website.

1.16 CONTRACTOR'S QUALIFICATIONS

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

- A. Within the last five years, the Contractor and/or subcontractor shall have successfully completed an earthwork construction project(s) with at least 100,000 cubic yards in comparable topographic features as exist at the project sites (that is, with canyons and valleys, and not just flat terrain).
- B. Within the last five years the Contractor and/or subcontractor shall have successfully completed an earthwork construction project(s) with at least 50,000 cubic yards of engineered fill including soil material processing, placement, compaction, and grading per plan.
- C. Within the last five years, the Contractor and/or subcontractor shall have successfully completed a construction project(s) with installation of at least 500 tons of asphalt concrete structures.
- D. Within the last five year, the Contractor and/or subcontract shall have successfully completed a construction project(s) with at least 5,000 tons of aggregate base material (CMB, class-II base, rock material) or a combination there of including placement, compaction, and grading.
- E. Within the last five years, the Contractor and/or subcontract shall have

successfully completed a construction project(s) with at least 1,000 linear feet of 25' tall litter fencing.

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

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

The Contractor shall present all licenses held, the certificate numbers, and in whose name the license is issued in their bid response. The Contractor shall demonstrate prior experience in performing and completing earthwork construction projects in their bid response. Prior work performed by the Contractor shall include mass excavation. In the Contractor Proposal, the Contractor shall present specific projects, dates, locations, clients, project costs, a project summary description, and the Contractor's role in each project. The Contractor shall present a reference list of clients that includes a contact person and phone number. The Contractor shall also possess a Class A Contractor's License.

The Contractor shall demonstrate that their 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 their bid response.

1.17 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall identify to the County, in writing, the name of the representative who shall have complete authority to act for this project. The Contractor shall also furnish to the County a telephone number where the Contractor or their representative may be contacted 24 hours a day. The Contractor shall examine the Contract Documents and shall be aware of conditions at the site that may affect execution of the work. These conditions include, but are not limited to, the following:

- A. Applicable health and safety regulations. All activities shall be conducted in such a manner as to avoid hazards and injury or damage to any person or properties.
- B. Transportation and access conditions
- C. Availability of utilities
- D. Surface and subsurface conditions
- E. Location, availability, and condition of construction materials
- F. Climate
- G. On-site soil characteristics of soil to be used in construction, including but not limited to size and type variation, location of excavation and stockpile areas, etc.

- H. General construction conditions at the site
- I. Spill prevention, proper clean-up and disposal of contaminants, and handling/storage of hazardous materials delivered to or produced on-site from the Contractor's operation
- J. 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.
- K. The Contractor shall maintain internal access roads utilized by the Contractor during the Project. The Contractor shall not use existing paved roadways or those used for daily landfill traffic.
- L. The Contractor shall adhere to the posted speed limits within the landfill sites.
- M. The Contractor shall continuously develop and maintain a reasonably graded surface within the Project excavation and stockpiling areas in order to maintain positive drainage condition and prevent ponding.
- N. At the end of each excavation, the ground within all work areas, including the borrow areas, shall be smoothed and graded to drain by the Contractor as required by the Contract Documents and as directed by the County.
- O. The Contractor shall be aware that the County and its representatives will conduct periodic inspections. The Contractor shall allow access to work areas as requested by the County or its representatives.
- P. Prior to the start of work, or at any other time during the project as reasonably requested by the County, the Contractor shall meet with the County to understand all County operations in progress at LC and BA and the Contractor shall take these County concurrent operations into consideration in performance of the work.
- Q. Excavation and stockpile areas shall be constructed in accordance with the following design parameters:
 - i. Contractor shall excavate material and construct the stockpile within the limits shown in the Project Drawings.
 - ii. Surfaces of flat areas shall be graded to ensure positive drainage with a minimum grade of 3 percent and finish-graded with a motor grader or approved equal.
 - iii. Finished side slopes shall be constructed to an inclination not steeper than 1.5:1 (H:V) or as directed otherwise by the County.
 - iv. Slope height between intermediate benches (or access roads) must not exceed 40 feet for excavation areas.
 - v. Total stockpile height must not exceed 25 feet measured vertically from the surrounding landfill grades.
 - vi. Access roads or benches shall have a minimum width of 15 feet and shall provide access to the top deck of the stockpiles.

- vii. Final surface areas shall be finished by track walking (side slope) or smooth graded (flat areas) and left in a uniformly graded condition to prevent or minimize erosion.

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

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

1.18 ENVIRONMENTAL REQUIREMENTS

The Contractor shall at all times keep the sites neat, tidy, and free of refuse resulting from work. Toxic materials, including oil, fuel oil, gasoline, coolant, fluid filters, and other contaminants, shall be transported off site and disposed of at an approved facility. The Contractor shall adhere to the Riverside County Hazardous Materials Business Emergency Plan (BEP) for both Badlands and Lamb Canyon Sanitary Landfills as applicable. Containers temporarily holding these toxic materials shall be covered and have no leaks and shall be removed from the site as quickly as is reasonably possible. Upon award of Contract, the Department shall provide Contractor with a digital copy of the BEP for both BA and LC Sanitary Landfills and up to four (4) hard copies upon request.

Any accidental spills or leaks that are produced during routine equipment maintenance shall be cleaned up by removing all the contaminants and the contaminated soil, disposing of it at an approved facility, and replacing the removed contaminated soil volume with clean soil material. The Contractor shall also be responsible for any spills caused by any of the Contractor's subcontractors or suppliers. The Site Safety Plan, required under Section 1.15 shall include the procedure the Contractor shall follow in the event there is a spill. The County may require documentation showing proper containment, removal, and disposal of any toxic materials or contaminated soil that the Contractor has introduced or produced on site.

The Contractor shall comply with and supplement, if necessary, the Riverside County Hazardous Materials Business Emergency Plan for Badlands and Lamb Canyon Sanitary Landfills. Contractor may also have to submit a Hazardous Material Business Emergency Plan (HMBEP); it shall be through the California Environmental Reporting System (CERS). The CERS online system can be viewed at the following link: <https://cers.calepa.ca.gov/>. Once the Contractor has submitted their HMBEP online, they shall provide a copy to the County as part of the Public/Site Safety Plan. The Contractor shall submit a separate Hazardous Materials Business Emergency Plan to address Contractor activities if work/use includes storage, or potential storage of hazardous materials exceeding the following quantities: 55 gallons of liquids, 500 pounds of solids, or 200 cubic feet of compressed gases. In addition, the Contractor shall comply with the Riverside County Spill Prevention, Control, and Countermeasure (SPCC) Plan for the Badlands and Lamb Canyon Sanitary Landfills, including but not limited to the submittal of a Business Emergency Plan and performance of required inspections, if the Contractor's work requires the onsite storage of petroleum products (as defined in the

SPCC Plan) or if the Contractor stores petroleum waste products onsite. Upon award of Contract, the Department shall provide Contractor with a digital copy of the SPCC Plan for the Badlands and Lamb Canyon Sanitary Landfill and up to four (4) hard copies upon request.

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

1.19 PERMITS

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

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

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

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

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

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

1.19.2 COMPLIANCE WITH CARB OFF ROAD DIESEL VEHICLE REGULATIONS

Landfill operations at Department sites, including BA and LC, are subject to the requirements of the California Code of Regulations (CCR), Title 13, Section 2449, which are enforced by the California Air Resources Board (CaARB). The objective of this regulation is to reduce emissions of diesel particulate matter (PM), oxides of nitrogen (NOx) and other criteria pollutants from in-use diesel-fueled vehicles. Therefore, to ensure compliance with the cited regulations, Contractor must provide proof of compliance with the "CaARB In-Use Off-Road Diesel Vehicle Regulations" currently in effect to include the following:

- A. Proof of reporting their fleet into CaARB's Diesel Off-road On-line Reporting System (DOORS)
- B. Proof of compliance with CaARB performance requirements specific to fleet size (Fleet Compliance Snapshot)

- C. Written Idling Policy
- D. Requirement for ARB Equipment Identification Number (EIN) labeling on all vehicles
- E. Payment for complying with this section shall be considered as included in the various items of work, and no additional compensation shall be allowed.

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

The County complies with the State NPDES through regular inspections, monitoring, and implementation of Best Management Practices (BMPs) as described in the BA and LC Storm Water Pollution Prevention Plans (SWPPP). The Contractor shall adhere to each site's SWPPP pursuant to the Industrial General Permit (IGP), effective July 1, 2015. In order to comply with the requirements of the IGP and the sites' SWPPP, the contractor shall be required to implement minimum BMPs within all construction areas included but not limited to: good housekeeping, preventative maintenance, spill and leak prevention and response, material handling and waste management, etc. Any advanced BMPs included but not limited to: earthen berms, silt fence, application of greenwaste, etc. directed to be installed by the County shall be compensated under a contract bid item.

The County site-specific SWPPP for the Badlands and Lamb Canyon Landfills are available for reference and can be provided digitally upon award of the Contract. The County regularly inspects and monitors implementation of best management practices. The SWPPP holds the Contractor responsible to implement and maintain all of the following minimum BMPs to reduce or prevent pollutants in stormwater discharging from project areas of construction:

- A. Good Housekeeping
- B. Preventative Maintenance
- C. Spill and Leak Prevention and Response
- D. Material Handling and Waste Management
- E. Erosion and Sediment Controls
- F. Employee Training Program
- G. Quality Assurance and Record Keeping

It is anticipated that water, such as rainfall or surface runoff, will be encountered within the landfill property during the period of construction under this contract. The Contractor, by submitting a bid, will be held to have investigated the risks arising from such waters and to have made the bid in accordance with such conditions. The Contractor shall be responsible for all costs associated with or resulting from any water at or coming into the landfill site in Contractor work areas.

The Contractor shall at all times protect the work from damage by such waters and shall take all due measures to prevent delays in progress of the work caused by such waters. In order to accomplish this, the Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution through the use of water pollution control measures consisting of construction of

facilities that may be required to provide retention, control, and abatement of water pollution. The Contractor shall also conduct and schedule all operations so as to minimize or avoid muddying and silting of said channels, drains, and water bodies.

All nuisance water shall be disposed of at the Contractor's sole expense in a manner that will not create a nuisance or health menace and complies with all applicable regulations. The Contractor shall furnish, install, and operate pumps, hoses, pipes, or other equipment of a sufficient capacity to keep all construction excavations free from water until the excavation is backfilled. Water, if odorless and uncontaminated, may be discharged in a manner approved by the County. When required by the County, a means of de-silting the water before discharging it shall be provided.

1.20 EQUIPMENT STAGING AREA

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

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

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

1.21 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 and overtime hourly wages paid as defined in Section 7.3 of the General Provisions shall be the percentages that are in effect at the time of the award of contract, as published by the California Department of Transportation in the document titled "Labor Surcharge and Equipment Rental Rates". These labor surcharge percentages shall be utilized throughout the entire duration of the contract.

1.22 SUSPENSION AND RESUMPTION OF OPERATIONS

The Contractor shall suspend construction operations when, in the County's opinion, the conditions for such operations are unsatisfactory due to rain, wind, or any other reason. The Contractor shall not be compensated monetarily for any such delays caused by the suspension of operations. Working days shall be charged as appropriate in accordance with the Contract Documents.

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

1.23 DIVERSION AND CONTROL OF WATER

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

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

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

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

1.24 DUST ABATEMENT

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

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

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

1.25 WATER SUPPLY

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

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

1.26 PROTECTION OF ADJACENT LANDFILL OPERATIONS

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

immediately abide by the landfill site rules (Appendix - B) or the directions of the County.

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

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

END OF SECTION

SECTION 2 - MOBILIZATION AND DEMOBILIZATION

2.1 GENERAL

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

2.2 EXECUTION

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

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

The Contractor shall obtain all necessary permits and permission to utilize public roads for mobilization, demobilization, and access to the site. The Contractor shall provide traffic control plans in accordance with Section 1.7 of these Special Provisions. Access to the site is available through existing public roads during the hours stated in Section 1.10 of these Special Provisions.

2.3 MEASUREMENT AND PAYMENT

Payment for mobilization and demobilization shall be determined for each individual site event Contract Work Order and shall be executed as stated in SECTION 12 - AUTHORIZED TIME & MATERIALS WORK. Contractor shall submit invoices for each and every instance of mobilization and demobilization. The Contractor shall inform the County in writing and obtain written authorization and approval by the County prior to mobilizing or demobilizing any equipment that requires a haul distance of 150 miles or more to or from the respective landfill sites. Any equipment mobilized or demobilized with a travel distance of 150 miles or more without written authorization and approval by the County shall not be compensated by the County. Contractor shall submit invoices for all aspects of "Authorized Time and Materials" work including but not limited to material receipts, equipment rental invoices, and subcontractor and vendor invoices.

END OF SECTION

SECTION 3 - EARTHWORK

3.1 GENERAL

This work shall include furnishing all labor, supervision, tools, equipment, and materials necessary to: achieve design grades and elevations for: refuse excavation, constructing earthen berms, engineered fill including bench regrading, and excavation, hauling or stockpiling of daily cover material from the designated landfill borrow areas. This work shall include, but is not limited to: clearing, grubbing, excavation, refuse removal and disposal, placing interim cover over exposed refuse, excavation, hauling or stockpiling of cover material and placement, subgrade preparation, compaction of engineered fill, and construction of earthen berms to the lines and grades at the locations shown on the Work Order, Project Drawings, and as required by the Contract Documents or as directed by the County.

3.2 MATERIALS

3.2.1 ENGINEERED FILL

Source material for engineered fill shall come from suitable soil excavated by the Contractor from other project bid items, or from designated borrow areas at each site, being the Canyon 6 Stockpile area for Badlands and the South Soil Stockpile at Lamb Canyon, as shown in the Project Drawings. Not until source material from excavation operations on this project is exhausted shall the Contractor utilize source material from the designated borrow area for the placement of engineered fill. The suitability of all earthen materials shall be subject to the acceptance of the County. Fill materials shall not contain brush, roots, sod, or other deleterious or unsuitable materials; and particle size shall not exceed three (3) inches. Organic material and earthen material particles greater than the specified size shall be deposited in a separate stockpile, as directed by the County. Particles greater than the specified size shall be deposited in the designated borrow area, used as source material for uncontrolled fill, hauled as daily cover or as otherwise directed by the County. Organic material shall be deposited at the landfill working face as directed by the County.

3.2.2 DAILY COVER

Source material to be utilized as daily cover shall be excavated and hauled from Canyon 6 Stockpile area at BA and South Soil Stockpile at LC, as shown in the project drawings. Excavated material deemed unsuitable for use as engineered fill may be used for daily cover, if approved by the County, and can be hauled directly to the area designated for stockpiling of daily cover.

3.3 EXECUTION

3.3.1 EXCAVATION

- A. This work may include ripping, breaking, and dozing of materials using standard earthmoving equipment up to and including CAT D-9 with single ripper type equipment. Based on a previous subsurface soil investigation, the material within

limits of excavation has been determined to be rippable. In the event non-rippable material is encountered, the Contractor shall immediately notify the County. Prior to the removal of non-rippable material, Contractor and County shall mutually decide upon the most acceptable method of removal for this material. This work shall be considered as extra work and therefore will be paid for in accordance with Section 2.7 of the General Provisions entitled "Extra Work". This item shall also include keeping excavation areas neat and orderly, and completing the excavation to the satisfaction of the County.

- B. Areas of excavation shall be graded to drain at all times and necessary precautions shall be taken to control dust and erosion. The Contractor's access roads shall be maintained as necessary for the Contractor and the County, including landfill operation access. Excavations and Stockpiles shall not be constructed beyond the limits and design parameters stated in these Special Provisions and Project Drawings, unless otherwise authorized by the County in writing. Unauthorized excavation outside the specified excavation limits shall be immediately corrected by backfilling to grade with engineered fill (as directed by the County) at the Contractor's expense.
- C. Prior to each daily cover excavation/hauling event, the County will provide specific details to the Contractor regarding the quantity of material to be excavated, location and limits of the excavation area, location of stockpile areas, haul routes, and current site conditions that may impact the Contractor's operation.
- D. Excavated material requested to be transported and placed by the Contractor in the designated Daily Cover Stockpile locations shall be as shown on the Project Drawings or Work Order and as directed by the County. Surface drainage shall be maintained at all times in the excavation and stockpile areas. Surfaces of flat areas shall be graded to ensure positive drainage with a minimum grade of three (3) percent and shall be finish-graded. Final surface within each and all work areas shall be smooth graded and left in a uniformly graded condition to prevent or minimize erosion.
- E. Finished side slopes shall be constructed to an inclination not steeper than 1.5:1 (H:V) or as directed otherwise by the County. Slope height within excavation areas must not exceed 40 vertical feet between intermediate benches (or access roads). Maximum slope height for stockpiles must not exceed 25 vertical feet unless otherwise authorized in writing by the County. Access roads or benches shall have a minimum width of 15 feet and shall provide access to the top deck. The Contractor shall observe excavations and stockpiles on a regular basis for signs of instability. Should signs of instability be noted, the Contractor shall notify the County immediately, and shall undertake remedial measures as soon as practicable, subject to the direction and approval of the County. It shall be the Contractor's responsibility to remove all loose materials from the excavated slopes and to maintain the slopes in a safe and stable condition at all times during

progress of the work and during any temporary suspension of the work. Cut slopes shall be left in a clean, safe, and stable condition upon completion of the work.

- F. Where necessary, trenches, pits, and other excavations shall be properly sheathed and braced to furnish safe and acceptable working conditions. Any damage occurring from excessive earth pressures, slides, cave-ins, or other causes due to failure to provide proper sheathing or bracing, or through other negligence or fault of the Contractor, shall be repaired by the Contractor at its expense. The manner of bracing for excavations shall be as set forth in the rules, orders, and regulations of the Division of Industrial Safety of the State of California or OSHA California Code of Regulations Subchapter 4, Article 6, Section 1540 "Excavations"; whichever is more restrictive.
- G. Contractor shall protect in place any biologically sensitive vegetation as directed by the County and existing gas collection pipes. Contractor shall immediately notify the County if a gas collection pipe is damaged before attempting any repairs. Upon authorization from the County, a gas collection pipe damaged by the Contractor shall be immediately repaired by the Contractor and the cost associated with the repair shall be borne to the Contractor. Any ramps installed over gas collection lines shall first be proposed to and accepted by the County in writing.

3.3.2 ENGINEERED FILL

- A. Only suitable material encountered within the excavation areas shall be utilized in the engineered fill areas, and all unsuitable material shall be removed and hauled to the designated borrow area designated on the Project Drawings, or as otherwise directed by the County.
- B. The Contractor shall restrict earthwork movement and haul routes to the areas within the permitted landfill disturbance limits including benches and slopes as shown on the Project Drawings or Work Orders. No earthwork operations requiring activity outside of the permitted landfill disturbance limits will be permitted.
- C. Compacted engineered fill may be required to be placed anywhere within the permitted landfill disturbance limits including benches and slopes, as shown on the Project Drawings, Work Orders, or as directed by the County. On-site soil shall be placed and compacted in layers as specified herein. The Contractor shall spread soil evenly by mechanical equipment over the prepared subgrade. The Contractor shall place engineered fill material in thickness of loose lifts no greater than eight inches (8") and compacted lifts no greater than six inches (6"). Each lift shall be spread evenly and compacted to obtain a near uniform condition in each layer. In areas of lift thickness greater than specified herein, the Contractor, prior to construction of additional lifts, must complete re-grading and compacting of the surface to the maximum specified lift thickness. The top of each previously

compacted layer shall be scarified so that there is no lamination between layers.

- D. Engineered fill material shall be compacted to a minimum of 90% relative compaction, based on the laboratory maximum dry density, determined by ASTM D1557. Engineered fill over cut slopes, or scarified natural steep slopes shall be properly keyed into undisturbed bedrock or firm material in accordance with the Contract Documents and as accepted by the County.
- E. All general on-site soil material used for engineered fill shall have a moisture content between 2% below and 2% above OMC in accordance with ASTM D1557 or as determined by the County. Additional water may need to be added at any time during construction. The moisture content of the engineered fill materials prior to and during compaction shall be uniform throughout each layer of the material.
- F. When the moisture content of the fill material is below optimum, water shall be added until the moisture content is within the limits required to assure an adequate bonding and compaction of all fill material. When the moisture content of the fill material is above the specified limits, the fill material shall be aerated by plowing, disking, blading, or other satisfactory methods until the moisture content is acceptable. All plowing, tamping, blending, disking, or air drying of material is considered incidental to the work and no additional compensation will be allowed. Wetting of materials by rain or artificial means to acceptable moisture content will require mixing or air drying to return this material to the required moisture content. Complying with this requirement is considered incidental to the work and no additional compensation will be allowed.
- G. Surfaces of all slopes shall be finished by track walking with Dozer-type equipment or approved equal by the County Representative in the field and left in a uniformly graded condition. Surfaces of flat areas shall be finish graded with a motor grader or approved equal.

3.3.3 SUBGRADE AND FINISHED GRADE PREPARATION

All work areas within the permitted landfill disturbance limits shown on the Project Drawings or Contract Work Orders shall be evaluated and accepted by the County to verify satisfactory completion of subgrade preparation including clear and grub work, penetration of the excavation into firm natural soils, and removal of all unsuitable materials.

Unless otherwise noted or required, areas where engineered fill is to be placed, or in other areas where unsuitable materials have been removed and where the surface is judged to be loose or otherwise unsuitable, the subgrade or finished grade shall be prepared as follows:

- A. The upper six (6) inches of in-situ material shall be ripped, moisture-conditioned, and re-compacted to a minimum of 90 percent relative compaction, at a moisture

content range between 2% below optimum moisture content (OMC) and 2% above OMC in accordance with ASTM D1557 or as determined by the County.

- B. The compacted surface shall be scarified to provide a good bond between the foundation material and the subsequent fill material, as appropriate.
- C. Areas of hard or dense, natural soil identified by the County shall be left undisturbed.

3.3.4 EARTHEN BERMS

- A. The subgrade for Earthen Berm shall be firm, stable, and unyielding, and contain no loose material as determined by the County. The subgrade shall adhere to the elevations and cross sections shown on the Project Drawings or as directed by the County.
- B. The Earthen Berm shall be constructed with engineered fill, compacted to a minimum of 90% relative compaction, and in accordance with the Project Drawings.
- C. Contractor shall provide moisture conditioning to earthen materials used for berm construction and shall maintain adequate moisture throughout berm construction as deemed acceptable to the County.

3.3.5 LANDFILL BENCH REGRADING

- A. This work shall optimize longitudinal and transverse fall with these bench areas for drainage purposes as provided in the Project Drawings and as directed by the onsite County representative.
- B. Areas requiring engineered fill shall be finished as specified in Section 3.3.2.
- C. The Contractor shall protect in place gas collection pipes that cross the benches. Contractor shall immediately notify the County if a gas collection pipe is damaged before attempting any repairs. Upon authorization from the County, gas collection pipe damaged by the Contractor shall be immediately repaired by the Contractor and the cost associated with the repair shall be borne to the Contractor.
- D. In areas of cut and subgrade preparation, the County may require the Contractor to pothole for gas collection pipes starting at the daylight location of the pipe on the toe side of the bench. If it is determined the work cannot be completed without leaving a 12" buffer for the gas collection pipe, the Contractor shall inform the County immediately and install a deeper trench across the bench at a minimum 8% slope to accommodate the gas collection pipe.

3.3.6 PLACEMENT OF ADDITIONAL COVER

- A. This work shall include the placement of an additional six-inches (6”) of cover as directed by the onsite County representative. County may limit the placement of uncontrolled fill to only areas of exposed refuse. Contractor shall tie-in daylight grading from the placement of additional cover to provide positive drainage. When tie-in daylight grading approaches existing gas collection pipes, Contractor shall place uncontrolled fill beneath the existing gas collection pipes and maintain the existing grade for the gas collection lines.
- B. All excavation areas and haul routes shall be designated by the County prior to the commencement of each Contract Work Order. The Contractor shall restrict earthwork movement and haul routes to the areas designated by the Contract Work Orders. Any earthwork operations requiring activity outside of the Project Limits shall require a written request and written acceptance to and from the County.
- C. Uncontrolled fill material shall be compacted to a minimum of 85% relative compaction, based on the laboratory maximum dry density, determined by ASTM D1557.
- D. Surfaces of all slopes shall be finished by track walking with Dozer-type equipment or approved equal by the County Representative in the field and left in a uniformly graded condition. Surfaces of flat areas shall be finish graded with a motor grader or approved equal.
- E. Prior to the Contractor commencing excavation in the designated borrow area for source material for uncontrolled fill, the County shall perform a pre-excavation survey of the area and delineate the limits for the area of excavation. Contractor shall immediately contact the County once excavation for uncontrolled fill has been completed so the County may conduct a post-excavation survey. Soil excavated outside the delineated limits designated by the County will not be paid for and the expense due to the work shall be borne by the Contractor.
- F. Contractor shall protect in place existing gas collection pipes. Contractor shall immediately notify the County if a gas collection pipe is damaged before attempting any repairs. Upon authorization from the County, gas collection pipe damaged by the Contractor shall be immediately repaired by the Contractor and the cost associated with the repair shall be borne by the Contractor. Any ramps installed over gas collection lines shall first be proposed to and accepted by the County in writing.

3.3.7 DAILY COVER

- A. The County may request the Contractor, via a Work Order, to excavate earthen material from the stockpiles or borrow areas and haul to the active disposal pad to

be utilized by County staff for daily cover material. Each Work Order shall provide the Contractor with specific details regarding the quantity of material to be excavated and hauled, location and limits of the stockpile or borrow areas, haul routes, and current site conditions that may impact the Contractor's operation. Contractor shall expect to haul a minimum of 1,000 cy/day for daily cover.

3.3.8 REFUSE REMOVAL, DISPOSAL, AND INTERIM COVER

- A. Refuse or soil co-mingled with refuse may be encountered during excavation within the limits of the landfill footprint; however, it is possible that refuse may also be encountered in any excavation area within the Project Limits shown on the Project Drawings.
- B. The Contractor shall remove interim cover soil, refuse, or soil co-mingled with refuse encountered during excavation from within the Project Limits shown on the Project Drawings.
- C. Excavated interim cover soil that does not contain co-mingled refuse or has been deemed suitable by the County may be used as source material for engineered fill and other miscellaneous sources as listed in Section 3.3.1.
- D. Contractor shall haul excavated refuse and soil co-mingled with refuse to the landfill working face and cover exposed refuse with one-foot (1') of clean earthen cover material as directed by the County.
- E. If the cover material placed over refuse is to act as subgrade for engineered fill, a drainage structure, etc. Contractor shall prepare the cover soil as described in Section 3.3.2.
- F. At the end of the workday, Contractor shall cover all refuse surfaces and may not allow refuse surfaces to be exposed overnight. If refuse excavation to design grade has not been completed by the end of the workday, Contractor may cover the refuse surface with: six-inches (6") of cover soil or alternate daily cover including but not limited to: six-inches (6") of process greenwaste material, tarps or approved equal.
- G. Recognizing the primary importance of public and landfill worker safety in and adjacent to this area, Contractor shall coordinate proposed haul routes, timing, duration, and other related factors with the County prior to each planned haul sequence to the landfill working face.
- H. In the event the County or Contractor suspects any excavation material from the landfill is hazardous (as defined by CalRecycle or the Local Enforcement Agency), the Contractor shall stockpile the suspect material in a location separate from the rest of the excavated material. The Contractor shall immediately notify

the County if excavation material is suspected to be hazardous. The County will make the appropriate analyses to determine if the suspected hazardous material is hazardous by CalRecycle or LEA definition. The Contractor shall dispose of determined hazardous material in the hazardous waste disposal site designated by the County. The Contractor shall be compensated for disposal of such hazardous waste. This work shall be considered as extra work and therefore; will be paid for in accordance with Section 2.7 of the General Provisions entitled “Extra Work”. (Any hazardous material generated by the Contractor, including but not limited to spills or leaks during routine equipment maintenance or any spills caused by any of the Contractor’s subcontractors or suppliers, shall be properly disposed of at the Contractor’s expense as stated in the Contract Documents.)

- I. The County is able to excavate refuse at the Badlands Landfill per their Title V Permit obtained from South Coast Air Quality Management District (SCAQMD). The County is currently in the process of renewing their Title V Permit with SCAQMD and as such all refuse excavation shall follow the procedures under the most recent Title V Permit until the renewal has been granted, upon which time refuse excavation shall follow the procedures under the renewed Title V Permit. The Contractor must place refuse within the limits of the landfill footprint as shown on the Project Drawings; and the Contractor shall also comply with all requirements of the most recent SCAQMD permit conditions while renewal is underway and shall follow the renewed permit’s conditions once the renewal process is complete (i.e., daily cover, transportation, dust suppression, etc.) at any time refuse is encountered. The requirements of the most recent SCAQMD Title V Permit Rule 1150 Landfill Excavation Management Plan and associated conditions are included in Appendix C. The Contractor shall address this work in the Site Safety Plan Submittal Section 1.15. The County will provide required personnel to monitor the activities in accordance with the most recent and later, upon receipt, the renewed SCAQMD Title V Permit.

3.4 MEASUREMENT AND PAYMENT

- A. The last available ground topography for the Badlands Landfill was generated from a combination of an aerial flight survey completed in May 2022 and a conventional ground survey method completed in September 2022. The last available ground topography for the Lamb Canyon Landfill was generated from a combination of an aerial flight survey completed in June 2021 and a conventional ground survey method completed in September 2022. Due to the ongoing landfill operations, this composite ground topography will not reflect the actual field conditions at the time of award of this contract. Because of this, and since the ongoing landfill activities within the project limits will continue up to the award of this contract and issuance of the Notice to Proceed, all earthwork quantities in the “Contractor’s Proposal” are only estimates which have been primarily determined by using the aforementioned composite ground topography. However, in order to generate accurate earthwork quantities the County plans to perform updated ground surveys within any earthwork work areas immediately before the

Contractor commences a Work Order. These surveys will be used to generate an updated ground topography contour map (pre-construction ground contours) that will be used to determine the final pay quantities for all applicable bid items.

- B. Unless otherwise stated or agreed upon in writing by the County and Contractor, the final measurement of all earthwork quantities for the various layers shall be calculated to the nearest cubic yard based only upon comparison of pre-construction and post-construction surfaces of the project work. These surfaces shall be established by a combination of conventional ground surveying done by the County and aerial flight surveys of the project work area. Unless otherwise stated, the surface for any layer which will be covered by subsequent layers shall be established by ground surveying. The surface for any layer which will not be covered shall be established by aerial flight survey. Final volumetric calculation of earthwork quantities for payment purposes shall then be performed by the County based upon the resulting Digital Terrain Models (DTM) using the triangle volume method. It should be noted that different methods may be used by the County for determining quantities for progress payments. However, the earthwork quantities used for progress payments will be adjusted at the completion of the project based upon the final measurement method stated in this paragraph.
- C. Allowable deviation from design grades shown on the Project Drawings shall be ± 0.10 feet on all benches, access roads, and subgrades within the project limits at each site; $+ 0.10$ feet for additional cover over exposed refuse and ± 0.25 feet for all remaining areas within the project limits. Limits for measurement of the excavations and fills shall be to the lines and grades as shown on the Project Drawings or as directed by the County. No additional compensation will be given for deviations above the lines and grades shown on the Project Drawings or as directed by the County, even if within the allowable tolerance. No additional compensation will be given for removal and re-compaction of material that does not meet the specifications described in this section.
- D. No additional compensation will be allowed for removal, reprocessing, or re-compaction of material not meeting the requirement of the Contract Documents. No payment shall be made for excavation or fill outside the limits as shown on the Plans.
- E. **The measurement of the final quantity for Optional Bid Item No. 4 "Excavation, Hauling and Stockpiling of Daily Cover Material"** shall be based only on the total excavation quantity as determined by comparing the pre- and post-construction ground surfaces within the excavation limits as defined in the Contract Work Order. The pre-construction ground surface shall be established by a combination of conventional ground survey and aerial flight survey, and the post-construction ground surface for this work shall be established by a combination of conventional ground surveying and/or aerial flight survey. Payment for excavation, transportation, and stockpiling of material for daily cover from the excavation area shall be made based on the unit price per cubic yard for

excavation, as stated in the Contractor's Proposal, Optional Bid Item No. 4 and shall constitute full compensation to the Contractor for all work related to the excavation of daily cover including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; excavating, hauling, stockpiling, and any other requirements by the Contract Documents for daily cover.

- F. **The measurement of the final quantity for Optional Bid Item No. 5 “Refuse Excavation and Haul to Active Face”** shall be based only on the total excavation quantity as determined by comparing the County ground survey of the initial encountered refuse surface and the post-excavation ground surface of the final refuse excavation surface within the excavation limits as defined in the Work Order or as directed in the field by County staff. The Contractor, therefore, shall notify the County as soon as refuse is encountered during excavation and stop excavation until the County conducts the pre-refuse excavation ground survey. Contractor shall allow two (2) working days for the County to complete necessary survey work. Establishing these surfaces and measuring the final quantity shall be performed by the County pursuant to the aforementioned method of calculation. **Payment** for refuse excavation and disposal shall be at the contract unit price per cubic yard as stated in **Optional Bid Item No. 5**, and shall constitute full compensation to the Contractor for all work related to refuse excavation and disposal (within the designated active landfill unit area) including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; performing pioneering, clearing, grubbing; grading, re-grading, excavating, over-excavating, placing a minimum of one-foot (1') of clean interim cover over the exposed refuse surfaces, shaping, preparing, compacting, loading, hauling to the current active disposal area, Contractor surveying, compliance with all regulatory permits and conditions (including the most recent SCAQMD Title V Permit Rule 1150 Landfill Excavation Permit Conditions, then later the renewed permit once granted), construction of temporary haul roads for refuse excavation, and disposal in accordance with the Contract Documents.
- G. **The measurement of the final quantity for Optional Bid Item No. 6 “Engineered Fill”** shall be based on the total engineered fill quantity as determined by comparing the pre and post construction ground surfaces within the engineered fill area limits as defined in the Contract Work Order. The pre-and post- construction ground surfaces of the engineered fill limits shall be established by conventional ground survey. The Contractor shall allow two (2) working days for the County to complete necessary surveying work. Establishing these surfaces and measuring the final quantity shall be performed by the County pursuant to the aforementioned method of calculation. **Payment** for source material excavation, hauling, subgrade preparation and placement of engineered fill shall be made based on the unit price per in-place cubic yard, as stated in the Contractor's Proposal, for **Optional Bid Item No. 6**, and shall constitute full compensation to the Contractor for all work related to the excavation, transportation, and preparation of material including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; excavating, hauling, loading,

moisture conditioning, compacting, grading, shaping, and any other requirements by the Contract Documents. This item may include bench regrading or other grade preparation unrelated to surface drainage requirements already included in other bid items.

- H. **The measurements of the final quantity for Optional Bid Item No. 7 “Construct 2’ Tall Earthen Berm with Engineered Fill”** shall be determined by the County based on field measurements of the axial length (linear feet) of the earthen berm constructed at the location and to the dimensions shown on the Project Drawings or Contract Work Order. **Payment** for the construction of earthen berm shall be at the contract unit price per linear foot as stated in the Contractor’s Proposal, **Optional Bid Item No. 7** and shall constitute full compensation to the Contractor for all work related to the construction of earthen berms in the project including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; excavating, hauling, loading, moisture conditioning, compacting, grading, shaping, surveying, construction of temporary haul roads, and any other requirements by the Contract Documents for the construction of earthen berms.
- I. The Contractor is notified that shrinkage of fill materials is expected and the Contractor’s unit price shall take into consideration additional material required (due to shrinkage) to complete Engineered Fill Work in accordance with the Contract Documents.

END OF SECTION

SECTION 4 - FIBER ROLLS

4.1 GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the construction of fiber rolls at locations shown on the Project Drawings, Contact Work Order, or as directed by the County.

4.2 SUBMITTALS

The Contractor shall submit product data sheet, and manufacturer's application instructions for all materials to the County for approval.

4.3 MATERIALS

- A. Fiber roll shall be a manufactured roll of rice or wheat straw, wood excelsior, or coconut fiber encapsulated within a photodegradable plastic or biodegradable jute, sisal, or coir fiber netting. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the roll. Rolls shall be between 0.6 feet and 1 foot in diameter. Rolls between 0.6 feet and 0.8 feet in diameter shall have a minimum weight of 1.17lb/ft and a minimum length of 18 feet. Rolls between 0.8 feet and 1 foot in diameter shall have a minimum weight of 3.3lb/ft and a minimum length of 9 feet.
- B. Wood stakes shall be a minimum of $\frac{3}{4}$ " x $\frac{3}{4}$ " x 24" in size and shall be untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots and other defects which would render them unfit for the purpose intended.

4.4 EXECUTION

Fiber rolls shall be installed as follows:

- A. Furrows shall be constructed to a depth between 2" and 4", and to a sufficient width to hold the fiber roll. Adjoining fiber rolls shall be overlapped between 6" to 12". Stakes shall be installed 2 feet apart along the length of the fiber rolls and stopped at 1 foot from each end of the rolls. Stakes shall be driven to a maximum of 2" above, or flush with the top of the rolls.
- B. The bedding area for the fiber rolls shall be cleared of obstructions including rocks, clods, and debris greater than 1" in diameter before installation.
- C. Fiber rolls shall be placed along the edges of drainage structures, parallel to contours along decks and along the toe of slopes as shown on the Project Drawings.
- D. Fiber rolls shall be installed before application of other erosion control or soil stabilization materials in the same area.

4.5 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Optional Bid Item No. 8 "Furnish and Install Fiber Rolls"** shall be determined by the County based on field measurements of the axial length (linear feet) of fiber rolls installed at the locations specified by the County and to the dimensions shown on the Project

Drawings. **Payment** for the fiber rolls shall be at the contract unit price per linear foot as stated in the Contractor's Proposal, **Optional Bid Item No. 8** and shall constitute full compensation to the Contractor for all work related to the supply and installation of fiber rolls in the project including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; excavating, hauling, loading, stake anchors, and any other requirements by the Contract Documents for the supply and installation of fiber rolls.

END OF SECTION

SECTION 5 - SILT FENCE

5.1 GENERAL

The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the installation of High-Density Polyethylene (HDPE) silt fence including sandbag checkdams at the locations indicated on the Project Drawings, Contract Work Order, or as directed by the County.

5.2 SUBMITTALS

The Contractor shall submit product data sheet, and manufacturer's application instructions for all materials to the County for approval.

5.3 MATERIALS

- A. The HDPE silt fence shall consist of an HDPE outer jacket with an integrated particle filter. HDPE silt fence shall be a minimum of 20" in height and come in sections of 7-feet in length. The HDPE silt fence shall be S-Fence, SF20, as manufactured by ERTEC Environmental Systems or approved equal.
- B. Steel stakes shall be a minimum of 1.5" (width) x 24" (height) x 3/8" (thick) in size or approved equal.
- C. Sandbags shall be Duraskrim 8BBR ultraviolet resistance or approved equal. Sandbags shall be filled with clean soil and shall not contain brush, roots, sod, or other deleterious or unsuitable materials.

5.4 EXECUTION

HDPE Silt fence shall be installed as follows:

- A. Contractor shall furnish and install the HDPE Silt fence in strict conformance with the manufacturer's instructions, Contract Documents, or as directed by the County.
- B. Contractor shall excavate anchor trenches in accordance with the Project Drawings and as specified in the manufacturer's instructions.
- C. Contractor shall install the HDPE silt fence in slot against the downstream side of the trench wall and backfilled to grade level.
- D. Contractor shall provide a minimum of 4-inch overlap between adjacent HDPE silt fence sections. Steel stakes shall be installed on the downstream side of each overlap. Additional stakes shall be installed at the middle of each section. Contractor shall use zip-ties, bailing wires, or approved equal to attach the silt fence to the steel stakes.
- E. HDPE silt fence shall be placed along the edges of drainage structures as shown on the Project Drawings.
- F. Sandbag checkdams shall consist of a total of four (4) sandbags stacked two high as shown in the Project Drawings, Contract Work Order, or as directed by the County. Sandbags checkdams shall be placed behind all installed S-fences and spaced every 25' or as directed by the County.

5.5 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Optional Bid Item No. 9 “Furnish and Install Silt-Fence”** shall be determined by the County based on field measurements of the axial length (linear feet) of silt fence installed at the locations and to the dimensions shown on the Project Drawings, Contract Work Order, or as directed by the County. **Payment** for the HDPE silt fence shall be at the contract unit price per linear foot as stated in the Contractor’s Proposal, **Optional Bid Item No. 9** and shall constitute full compensation to the Contractor for all work related to the supply and installation of HDPE silt fence in the project including but not limited to: furnishing all labor, supervision, materials, tools, equipment, excavating and backfilling trenches, hauling excavated material, steel stake anchors, installing silt fences, sandbag checkdams, and any other requirements by the Contract Documents for the supply and installation of HDPE silt fence.

END OF SECTION

SECTION 6 - ASPHALT CONCRETE

6.1 GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the construction of Asphalt Concrete (A.C.) Structures which may include, but are not limited to: drainage channels, drainage inlets, swales, bench crossings, cross gutters, lined earthen berms, flat pads, and access roads. The work shall include but not limited to: subgrade preparation including subgrade over-excavation and grading, hauling, and stockpiling of over-excavated material, installation of aggregate subbase section, and installation of A.C. pavement to the specified lines and grades and at the locations shown on the Project Drawings, as required by the Contract Document, and as directed by the County.

6.2 SUBMITTALS

- A. 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.
 - i. 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.
 - ii. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - iii. Resubmittal Review: Allow seven (7) calendar days for review of each resubmittal.
 - iv. Place no asphalt until approval of mix designs has been received in writing.
- B. Product Technical Data Submittals including:
 - i. Acknowledgement that products submitted meet requirements of standards referenced for this project.
 - ii. Manufacturer's instructions.
 - iii. Asphalt mix design in format recommended by Asphalt Institute's Manual MS-2 and include the following:
 - 1. Type and name of mix.
 - 2. Gradation analysis.
 - 3. Optimum asphalt content.
 - 4. Grade of asphalt binder.
 - 5. Volumetric properties.
 - iv. Submit proposed mix design of each class of mix for review prior to beginning of work.
- C. Quality Assurance Submittals:
 - i. Certifications:
 - 1. Manufacturer's Certificate of Compliance for bituminous

materials used in asphalt concrete pavement and asphaltic emulsion mixes.

- ii. Delivery Tickets: Furnish a delivery ticket for asphalt concrete to the County as each truck arrives. Delivery ticket shall include, but is not limited to, the following:
 - 1. Name of plant.
 - 2. Serial number.
 - 3. Date and truck number.
 - 4. Name of Contractor.
 - 5. Name and location of job.
 - 6. Specific designation of asphalt in conformance with that required in job specification.
 - 7. Amount of asphalt (in Tons).
 - 8. Time loaded.
- iii. Field quality control test results.

6.3 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply when base is wet, contains excess moisture, during rain, or when frozen or if the following conditions are not met:
 - i. Prime and tack coats - Minimum surface temperature of 60 degrees F.
 - ii. Slurry coat - Comply with weather limitations of ASTM D3910.
 - iii. Asphalt base course - Minimum surface temperature of 40 degrees F and rising at time of placement.
 - iv. Asphalt surface course - Minimum surface temperature of 50 degrees F and rising at time of placement.
- B. Maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize temporary striping. Flagmen, barricade, warning signs, and warning lights in accordance with California Manual on Uniform Traffic Control Devices (MUTCD) as required.

6.4 MATERIALS

- A. Asphalt concrete pavement shall consist of hot mineral aggregate uniformly mixed with hot bituminous material.
- B. Asphalt paving material for Asphalt Drainage Structures shall be D1-PG 70-10, and shall conform to Part 2, Section 203-6 of the current edition of the Standard Specifications for Public Works Construction (the "Greenbook").
- C. Asphalt pavement materials for roads shall be C1-PG 70-10 and shall conform to Part 2, Section 203-6 of the current edition of the Standard Specifications for Public Works Construction (the "Greenbook").
- D. Tack Coat shall conform to Section 302-5.4, "Tack Coat" of the current edition of the Standard Specifications for Public Works Construction (the "Greenbook").

E. Seal Coat shall conform to Section 203-9 – “Sealcoat – Asphalt Based” of the current edition of the Standard Specifications for Public Works Construction (the “Greenbook”).

F. Material for Class II Aggregate Base shall conform to the following gradation:

Sieve Size	Percentage Passing Sieve
1 inch	100
No. 4	35-60
No. 30	10-30
No. 200	2-9

6.5 EXECUTION

A. Subgrade Preparation

- i. Contractor shall prepare subgrade per details shown on Project Drawings, Contract Work Order, or in accordance with the requirements of Special Provisions SECTION 3 -EARTHWORK.
- ii. Subgrade preparation shall include, but is not limited to: clearing and grubbing, over-excavation, scarification, re-compaction, placement of engineered fill, and transporting and stockpiling any excess material. No additional compensation will be provided for subgrade preparation for asphalt structures.
- iii. Over-excavation, where needed, shall be to an elevation below the aggregate base as shown on the Project Drawings, Work Order, or as directed by the County. No additional compensation will be provided for over-excavation in preparation for asphalt structures. Where the structures are in native cut, the upper six (6) inches of subgrade shall be compacted to a minimum of 90 percent (or as otherwise noted on the Project Drawings) of the maximum density as determined per ASTM D1557. This shall be achieved by scarifying the exposed surface to a depth of six (6) inches and re-compacting. For areas requiring engineered fill, the finished subgrade shall be firm and suitable for placement of asphalt pavement and shall be compacted to a minimum of 90 percent (or as otherwise noted on the Project Drawings) of the maximum density within the upper one foot, as determined by ASTM D1557.
- iv. Contractor shall transport and stockpile excess excavated material within the site to a designated location shown in the Project Drawings, Contract Work Order, or as directed by the County. Place, grade, shape, and stabilize stockpiles for proper drainage and erosion control. No additional compensation will be provided for over-excavation or hauling of excess excavated material for subgrade preparation.
- v. At Contractor’s expense, excavated material not required or not

suitable for fill materials shall be disposed of in a lawful manner. If excess material contains no contaminants, material may be stockpiled at a location as approved and directed by the County for beneficial reuse as landfill daily cover material. If approved, material will be accepted for no-charge, but Contractor shall be responsible for hauling and stockpiling material within the landfill disposal area.

B. Examination

- i. Verify that compacted subgrade has been inspected, tested, and approved. Subgrade shall be dry and ready to support paving and imposed loads.
- ii. Verify gradients and elevations of base are correct.
- iii. Verify finish grades within the pavement area.
- iv. Sequencing and Scheduling: Conduct a pre-job paving meeting no later than 24 hours prior to the scheduled paving date to discuss paving equipment, methodology for paving pass sequence, paving pass widths, longitudinal joint locations, traffic control plan implementation, and maintenance specific to each paving operation. The General Contractor, the Paving Subcontractor, and County personnel shall attend this meeting.

C. Base Course

- i. Refer to Special Provisions SECTION 8 -AGGREGATE BASE for placement of base material.
- ii. Ensure that aggregate base and other surfaces on which asphaltic concrete pavement is to be placed are sound and compacted.
- iii. Subgrade for the aggregate base section shall be compacted to a minimum of 90 percent relative compaction (or as otherwise noted on the Project Drawings) as determined by ASTM D1557.
- iv. Placing aggregate base shall be in accordance with Section 301-2.2, "Spreading" of the Standard Specifications. The Contractor shall not process or drag base material to which may cause the segregation or loss of gradation of the base material. The Contractor shall compact aggregate base in accordance with Section 301 of the Standard Specifications. Aggregate base shall be compacted to a minimum of 90 percent relative compaction (or as otherwise noted on the Project Drawings) as determined by ASTM D1557.
- v. Place earth or other accepted materials along the edges of the aggregate base material in such a quantity that it will compact to the thickness of the course being constructed. When the aggregate base is being constructed in two or more layers, place material to the width of the shoulder to be rolled and compacted simultaneously with the rolling and compacting of each base layer.
- vi. All aggregates must be clean and consist of materials as described in the State Standard Specifications Section 26-1.02A.

D. Surface Preparation

- i. Remove and salvage existing hardscape sections where applicable as shown in the Project Drawings, Work Orders, or as directed by the County.
- ii. Clean the underlying course of foreign or objectionable matter with power blowers or brooms where necessary. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

E. Tack Coat

- i. Apply tack coat in conformance with the requirements of Section 302-5.4 – “Tack Coat” of the current edition of the Standard Specifications for Public Works Construction (the “Greenbook”).
- ii. Apply tack coat at temperature recommended by its manufacturer.
- iii. Do not place hot-mix asphalt concrete on the tack coat until the asphalt separates from the water, but before it loses its tackiness.

F. Asphalt Concrete Placement

- i. Place compacted asphalt lifts at a minimum of 2-inch thick. Asphalt concrete pavement in excess of 2-inches thick shall be constructed in multiple lifts of approximately equal thickness. The maximum compacted thickness of any individual lift shall not exceed 3-inches.
- ii. Distribution and spreading of asphalt concrete shall conform to the requirements of Section 302-5.5 – “Distribution and Spreading” of the current edition of the Standard Specifications for Public Works Construction (the “Greenbook”).
- iii. Feather all transitions and edges to conform to the existing surface and provide a smooth transition.
- iv. Install 2”x4” redwood headers using 12”-2”x4” stakes set a maximum of 6-foot on center at all locations where vertical edges of new asphalt pavement are not in contact with an existing pavement or permanent structure. Redwood headers shall remain in place upon completion of Work.
- v. Place asphaltic emulsion (fog seal) on all finished asphalt concrete surfaces. Asphaltic emulsion for the required fog seal shall conform to the requirements of Section 203-9 – “Seal Coat – Asphalt Based” of the current edition of the Standard Specifications for Public Works Construction (the “Greenbook”).
 1. Clean all dirt or other asphalt concrete loose material from the area to be covered.
 2. Apply a slow-setting asphaltic emulsion to the finished surface of asphalt concrete pavement fourteen (14) Days after its placement at a rate of 0.05 gallons per square yard.

G. Rolling and Compaction

- i. Rolling shall conform to the requirements of Section 302-5.6 –

“Rolling” of the current edition of the Standard Specifications for Public Works Construction (the “Greenbook”).

- ii. Hand and mechanical tampers will not be permitted for compaction of roadway sections.

H. Joints

- i. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
- ii. Clean contact surfaces and apply tack coat to joints.
- iii. Construct joints in accordance with Section 302-5.7 of the current edition of the Standard Specifications for Public Works Construction (the “Greenbook”).
- iv. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.

I. Field Quality Control

- i. The Contractor shall be solely responsible for protection of completed areas against detrimental effects. Recondition, reshape, and re-compact areas damaged by rainfall or other weather conditions.
- ii. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Any masked or marred finish surfaces shall be repaired or smoothed.
- iii. The County shall procure the services of a Testing/Inspection Provider and laboratory to conduct test on asphalt concrete pavement and to assure that all Work complies with this Special Provisions Section.

6.6 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Optional Bid Item No. 10 “Asphalt Concrete Structures”** shall be based on the final in-place tonnage of Asphalt Structures within the limits specified in the Project Drawings, Contract Work Orders, and as directed by the County. The tonnage of the final asphalt structures shall be verified by the County based on actual asphalt truck delivery tickets received during placement. **Payment** for the Asphalt Structures shall be at the contract unit price per ton, as stated in the Contractor’s Proposal, **Optional Bid Item No. 10** and shall include all subgrade surface preparation (including over excavation, hauling, and stockpiling of material). Each and every Asphalt Concrete load ticket shall be delivered to the County by truck drivers at the point of delivery.

- B. **The measurement of the final quantity for Optional Bid Item No. 11 “Construct 7” thick Asphalt Road, 7” Asphalt over 10” Class II Base”** shall be based on the final in-place Asphalt Access Roadway within the limits specified in the Project Drawings, Contract Work Orders, and as directed by the County. The surface area of the final asphalt access roadway shall be verified by the County through field measurements of these roadways. **Payment** for asphalt

access roadway structures shall be at the contract unit price per square foot, as stated in the Contractor's Proposal, **Optional Bid Item No. 11** and shall include all subgrade surface preparation (including over excavation, hauling, and stockpiling of existing subgrade material), and the supply and installation of the class II base material as specified and required by the Contract Documents.

- C. Payment quantities for all Asphalt Concrete Structures shall be based upon the specified limits and dimensions on the Project Drawings, adjusted by the amount of any change ordered by the County. Payment for all Asphalt Concrete Structures shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work related to and involved in constructing the asphalt concrete structures. Payment also includes subgrade preparation (including over excavation, hauling, and stockpiling of existing subgrade material), supply and installation of aggregate base material, and removing existing hardscape material where applicable as specified in the Contract Documents and indicated in the Project Drawings or Contract Work Orders. No payment will be made for any asphalt placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.

END OF SECTION

SECTION 7 - CONCRETE AND SHOTCRETE DRAINAGE STRUCTURES

7.1 GENERAL

The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the construction of concrete and shotcrete structures which may include, but is not limited to: bench crossings, downdrains, drainage swales, spillways, lined slopes, lined berms, reinforced concrete slabs, and aprons. The work shall include but not limited to: subgrade preparation including subgrade over-excavation and grading, hauling and stockpiling of over-excavated material; excavate or backfill any necessary soil to achieve finished elevation adjacent to the concrete/shotcrete drainage structures; supply and install welded wire mesh or rebar reinforcement; supply, install, and finish air-placed concrete (shotcrete); supply and apply concrete curing compounds; and construction of the concrete/shotcrete structures to the elevations, lines and grades and at the locations shown on the Project Drawings, Contract Work Orders, or as directed by the County.

7.2 REFERENCES

Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of these Special Provisions and are incorporated herein by reference.

American Society for Testing Materials (ASTM)

- A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
- C33 Standard Specification for Concrete Aggregates
- C94 Standard Specification for Ready Mixed Concrete
- C131 Standard Test Method for Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- C150 Standard Specification for Portland Cement
- D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
- D1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction

7.3 SUBMITTALS

- A. 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.
 - i. 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.
 - ii. Intermediate Review: If intermediate submittal is necessary,

- process it in same manner as initial submittal.
- iii. Resubmittal Review: Allow seven (7) calendar days for review of each resubmittal.
- iv. Place no concrete/shotcrete until approval of mix designs has been received in writing.

B. Product Technical Data Submittals including:

- i. Acknowledgement that products submitted meet requirements of standards referenced for this project.
- ii. Manufacturer's instructions.
- iii. Manufacturer ad type of proposed admixtures,
- iv. Manufacturer and type of proposed non-shrink grout and grout cure/seal compound.
- v. Sieve analysis and source of fine and coarse aggregates.
- vi. Test for aggregate organic impurities.
- vii. Proportioning of all materials.
- viii. Type of cement with mill certificate for the cement.
- ix. Brand, quantity, and class of fly ash proposed for use along with other submittal data as required for fly ash
- x. Slump.
- xi. Brand, type and quantity of air entrainment and any other proposed admixtures.
- xii. Shrinkage test results in accordance with ASTM C157.
- xiii. Total chloride ion content per cubic yard of concrete determined in accordance with AASHTO T260.
- xiv. 28-day compression test results.
- xv. Submit proposed mix design of each class of mix for review prior to beginning of work.

C. Quality Assurance Submittals:

- i. Certification of standard deviation data for each proposed concrete mix based on statistical records. Provide the following for each strength data point used in the calculation of the standard deviation for determination of the minimum required average strength:
 - 1. Date of sampling and name of testing laboratory.
 - 2. Name of concrete batch plant.
 - 3. Water cementitious ratio.
 - 4. Slump of batch.
 - 5. Air content of batch.
 - 6. 28-day compression test results.
 - 7. If available, temperature and unit weight of batch.
 - 8. Provide data from projects not more strictly controlled than outlined in these Special Provisions. Provide summary sheet showing all pertinent data and the computation of the standard deviation.
- ii. Certification that the fly ash meets the quality requirements of ASTM C618, and fly ash supplier's certified test reports for each

- shipment of fly ash delivered to concrete supplier.
- iii. Certification that the class of coarse aggregate meets the requirements of ASTM C33 for type and location of concrete construction.
 - iv. Certification of aggregate gradation.
 - v. Test Reports – Cement mill reports for all cement to be supplied.
 - vi. Delivery Tickets: Furnish a delivery ticket for concrete/shotcrete to the County as each truck arrives. Delivery ticket shall include, but is not limited to, the following:
 - 1. Name of ready-mix batch plant
 - 2. Serial number
 - 3. Date, truck number, and numerical sequence of the delivery
 - 4. Name of Contractor
 - 5. Name and location of job
 - 6. Specific classes or designation of concrete in conformance with that required in job specification
 - 7. Amount of concrete
 - 8. Weight and type of cement and each aggregate as batched individually on each ticket. Indicate for each batch the weight of fine and coarse aggregate, cement, fly ash,
 - 9. Time loaded
 - 10. Type, name, and amount of admixtures used
 - 11. Total water content and moisture content of fine and coarse aggregate at time of batching
 - 12. Time any water is added and the amount of water added by receiver of concrete with his or her signature initials
 - 13. Indicate the number of revolutions of transit mix truck.

D. Concrete reinforcing steel

The Contractor shall provide mill certificates to the County for approval prior to delivery of material to the job site.

E. Concrete curing compounds

The Contractor shall submit the manufacturer's product data and installation instructions.

7.4 MATERIALS

- A. The Contractor shall adhere to Stormwater Best Management Practice (BMP) WM-8 – Concrete Waste Management as published by the California Stormwater Quality Association and implement in their project-specific SWPPP. This will include but not limited to the installation and removal of onsite temporary concrete washout facilities. Contractor shall provide application of this BMP at the direction of, and location(s) directed by, the County. Contractor shall not begin pouring concrete/shotcrete for the construction of any structure until an onsite temporary concrete washout facility is verified by the County. Any cost associated with the canceling of a concrete order due to the lack of an onsite

temporary concrete washout facility shall be at the expense of the Contractor. Any expense associated with the construction, maintenance, and proper disposal of the temporary concrete washout facility shall be included in the bid price associated with the concrete/shotcrete work.

- B. Portland Cement Concrete (PCC) for reinforced concrete structures shall be Class 560-C-3250 in conformance with Section 201-1 of the Standard Specifications.
- C. Portland Cement Concrete material for shotcrete structures shall be Class 650-D-3250P (Shotcrete) in conformance with Section 201-1 of the Standard Specifications and shall be air-placed with a 4-inch maximum slump in conformance with sub-section 303-2.1.3 Method B (Shotcrete) of the Standard Specifications.
- D. Shotcrete shall consist of concrete or mortar pneumatically applied onto surface. Shotcrete shall be applied by the wet-mix (shotcrete) process and the Contractor, subject to County approval, may have the option to cast-in place structural concrete in accordance with this specification in lieu of shotcrete. The substitution of shotcrete for cast-in-place structural concrete will not warrant additional compensation.
- E. Concrete coarse aggregate shall conform to ASTM-C33-86, "Specification for Concrete Aggregates" requirements, and also meet the requirements of Section 201-1.2.2, "Aggregates" of the standard specifications, or nonconforming aggregate which by test or actual service produces concrete of required strength and conforms to local governing codes. Aggregates shall be uniformly graded and conform to ASTM C-131 Test Grading C.
- F. Fine aggregates shall conform to ASTM-C33-86, "Specification for Concrete Aggregates" requirements, and also meet the requirements of Section 200-1.5.3, "Sand for Portland Cement Concrete" of the Standard Specifications.
- G. The Contractor shall not use calcium chloride or fly ash and related materials. The County does not require admixtures; however, if the Contractor proposes admixtures, they shall conform to Sika Chemical Corp.'s "Plastiment", or approved equal, and shall be applied in accordance with manufacturer's directions and also conform to Section 201-1.2.4, "Chemical Admixtures" requirements of the standard specifications. Any Admixture proposal shall be approved by the County. Upon review of any proposed admixture, the County may accept or reject any proposal.
- H. The Contractor shall use #4 reinforcing steel (rebar) at 18" on center in both directions for all reinforced concrete structures unless otherwise noted on Project Drawings or Contract Work Orders. Reinforcing steel shall be Grade 60 and shall conform to Part 2, sub-section 201-2.2.1 of the Standard Specifications and also conform to ASTM A 615-89, "Specification for Deformed & Plain Billet-Steel

Bars for Concrete Reinforcement” requirements. Reinforcing steel shall be free of rust, scale, or other bond-reducing coatings.

- I. Welded Wire Reinforcement (WWR) for shotcrete structures shall conform to sub-section 201-2.2.3 of the Standard Specifications. The gage of the wire and dimensions of the mesh are specified in the Project Drawings. If deemed to be more efficient, Contractor may use the reinforcing steel (rebar) equivalent in lieu of WWR for the reinforcement of shotcrete structures not warranting additional compensation.
- J. Fiber Reinforcement for Class 650-D-3250P and Class 650-E-3250P concrete items shall conform to sub-section 201-2.3 Type III of the Standard Specifications.
- K. Type II white-pigmented curing compound for concrete/shotcrete structures shall conform to sub-section 201-4.1.1 of the Standard Specifications.
- L. If patching is necessary and approved by the County, a bonding agent such as Weld-Crete as manufactured by Larsen Products, or approved equal, shall be used.

7.5 EXECUTION

A. Subgrade Preparation

- i. Contractor shall prepare subgrade per details shown on Project Drawings, Contract Work Order, or in accordance with the requirements of Special Provisions SECTION 3 - EARTHWORK.
- ii. Subgrade preparation shall include, but is not limited to: clearing and grubbing, over-excavation, scarification, re-compaction, placement of engineered fill, and transporting and stockpiling any excess material. No additional compensation will be provided for subgrade preparation for concrete/shotcrete structures.
- iii. Over-excavation, where needed, shall be to an elevation as shown on the Project Drawings, Work Order, or as directed by the County. No additional compensation will be provided for over-excavation in preparation for concrete/shotcrete structures. Where the structures are in native cut, the upper six (6) inches of subgrade shall be compacted to a minimum of 90 percent (or as otherwise noted on the Project Drawings) of the maximum density as determined per ASTM D1557. This shall be achieved by scarifying the exposed surface to a depth of six (6) inches and re-compacting. For areas requiring engineered fill, the finished subgrade shall be firm and suitable for placement of asphalt pavement and shall be compacted to a minimum of 90 percent (or as otherwise noted on the Project Drawings) of the maximum

density within the upper one foot, as determined by ASTM D1557.

- iv. Contractor shall transport and stockpile excess excavated material within the site to a designated location shown in the Project Drawings, Contract Work Order, or as directed by the County. Place, grade, shape, and stabilize stockpiles for proper drainage and erosion control. No additional compensation will be provided for over-excavation or hauling of excess excavated material for subgrade preparation.
- v. At Contractor's expense, excavated material not required or not suitable for fill materials shall be disposed of in a lawful manner. If excess material contains no contaminants, material may be stockpiled at a location as approved and directed by the County for beneficial reuse as landfill daily cover material. If approved, material will be accepted for no-charge, but Contractor shall be responsible for hauling and stockpiling material within the landfill disposal area.

B. Examination

- i. Verify that compacted subgrade has been inspected, tested, and approved. Subgrade shall be dry and ready to support concrete/shotcrete and imposed loads.
- ii. Verify gradients and elevations are correct.
- iii. Verify finish grades within the pavement area.
- iv. Sequencing and Scheduling: Conduct a pre-job paving meeting no later than 24 hours prior to the scheduled paving date to discuss paving equipment, methodology for paving, longitudinal joint locations, traffic control plan implementation, and maintenance specific to each paving operation. The General Contractor, the Paving Subcontractor, and County personnel shall attend this meeting.

C. Surface Preparation

- i. Remove and salvage existing hardscape sections where applicable as shown in the Project Drawings, Work Orders, or as directed by the County.
- ii. Clean the underlying course of foreign or objectionable matter with power blowers or brooms where necessary. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

D. Concrete/Shotcrete Placement

- i. Forms and ground wires for shotcrete drainage structures shall be installed in accordance with sub-section 303-2.7 of the Standard Specifications. Ground wires shall be placed at approximately 5-foot intervals.
- ii. Welded wire mesh shall be spliced not less than two meshes. Mortar blocks with wire ties, or other mean acceptable to the County shall be used to secure the reinforcement firmly in

- position.
- iii. Contractor shall notify County site personnel at least one day prior to delivery of concrete/shotcrete materials to the Badlands or Lamb Canyon Landfill for each day of delivery. Delivery trucks shall access work areas by using access routes approved in advance by the County.
 - iv. Contractor shall saw-cut existing hardscape surfaces such as asphalt, concrete, and shotcrete where shown on the Project Drawings, Contract Work Orders, or as directed by the County so as to provide a competent edged surface for placement of adjacent Concrete/Shotcrete Drainage Structures.
 - v. Concrete placement for shotcrete structures shall be in accordance with Part 3, Section 303-2.1 of the Standard Specifications. Nozzle shall be directed in such a manner as to result in minimum rebound of the shotcrete. The velocity of the material as it leaves the nozzle shall maintained uniform and at a rate determined for the given job conditions.
 - vi. Concrete mixing shall comply with Section 201-1.4 of the Standard Specifications. Materials that have been mixed for more than 90 minutes shall not be used.
 - vii. Concrete for the reinforced concrete structures shall be placed in accordance with Sections 303-5.2 and sub-sections 303-5.1.1, 303- 5.3, 303-5.4.1, 303-5.4.2, 303-5.5.4, 303-5.5.5, 303-5.6, 303-5.7 and 303-5.8 of the Standard Specifications. Concrete shall be installed and finished to provide positive drainage towards downstream drainage structures.
 - viii. Shotcrete lining alongside slopes shall be applied at a minimum thickness of 2 inches along the required side slopes from the toe to the hinge of slope.
 - ix. Type II white-pigmented curing compound shall be applied to all concrete structures in accordance with the requirements of sub-sections 201-4.1.2 and 303-1.10 of the Standard Specifications.
 - x. Weakened plane joints for PCC structures shall be installed perpendicular to the water flow direction at ten (10) foot intervals along the water flow direction as directed by the County. Depth of joint shall be one (1) inch.
 - xi. Open joints shall be constructed using a suitable material that is subsequently removed. PCC corners shall not be chipped or broken when removing material. Reinforcement shall not be extended through an open joint. Joint filler shall be placed in position before PCC is placed. Joints shall be filled with mastic to prevent the passage of concrete. PCC edges at joints shall be finished using an edger.
 - xii. When reinforced concrete structures and adjoining reinforced concrete structures are constructed on multiple pours, Contractor shall utilize a construction joint with adjoining steel dowel

- between the construction joint. Steel dowel shall adhere to Section 201-2.2.1 of the Standard Specifications.
- xiii. Reinforcing steel shall be placed in accordance with Section 303-1.7 of the Standard Specifications.
 - xiv. After the shotcrete has been placed as nearly as practicable to the required depth, the surface shall be checked with a straightedge, and any low spots or depressions shall be brought to grade by placing additional shotcrete in such a manner that the finished surface will be reasonably smooth and uniform for the type of work involved. Loose areas of shotcrete shall be removed and replaced by the Contractor at the Contractor's expense.
 - xv. As deemed necessary by the County, sets of three (3) test cylinders of PCC being placed will be cast and tested by the County. One (1) of the test cylinders shall be tested at 7 days for 70 percent of project-specified design strength. The remaining two cylinders shall be tested at 14 days and 28 days (for full design strength) respectively. PCC compressive strength testing shall be per ASTM C39 and ASTM C31. The cylinders shall be paid for by the County.
 - xvi. Contractor shall collect and retain possession of each and every concrete/shotcrete load ticket at the time of material delivery to the project site. Contractor shall present a complete set of daily load tickets to the County on the day concrete/shotcrete material(s) is placed.

7.6 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Optional Bid Item No. 12 "Reinforced Shotcrete Structures"** shall be based on the final in-place cubic yards for Shotcrete Drainage Structures within the limits specified in the Project Drawings, Contract Work Orders, and as directed by the County. The cubic yardage of the final shotcrete structures shall be verified by the County based on the actual shotcrete truck delivery tickets received. **Payment** for the Reinforced Shotcrete Structures shall be at the contract unit price per cubic yard as stated in the Contractor's Proposal, **Optional Bid Item No. 12** and shall include all subgrade surface preparation (including over excavation, hauling, and stockpiling of material). Each and every Shotcrete load ticket shall be delivered to the County by truck drivers at the point of delivery.
- B. Payment quantities for all Shotcrete Structures shall be based upon the specified limits and dimensions on the Project Drawings, adjusted by the amount of any change ordered by the County. Payment for all shotcrete structures shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work related to and involved in constructing the shotcrete drainage structures. Payment also includes subgrade preparation (including over excavation, hauling, and stockpiling of existing subgrade material), formwork, furnishing and installing reinforcing steel, wire

mesh, shotcrete, finishing, curing compound, and removing existing hardscape material where applicable as specified in the Contract Documents and indicated in the Project Drawings or Contract Work Orders. No payment will be made for any shotcrete placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.

- C. **The measurement of the final quantity for Optional Bid Item No. 13 “Reinforced Concrete Structures”** shall be based on the final in-place cubic yards for Reinforced Concrete Structure within the limits specified in the Project Drawings, Contract Work Orders, and as directed by the County. The cubic yardage of the final reinforced concrete structures shall be verified by the County based on actual concrete truck delivery tickets received. **Payment** for the Reinforced Concrete Structure shall be at the contract unit price per cubic yard as stated in the Contractor’s Proposal, **Optional Bid Item No. 13**, and shall include all subgrade surface preparation (including over excavation, hauling, and stockpiling of material) and #4 rebar grade 60 placed 18” on center in both directions. Each and every Concrete load ticket shall be delivered to the County by truck drivers at the point of delivery.
- D. Payment quantities for all Reinforced Concrete Structures shall be based upon the specified limits and dimensions on the Project Drawings, adjusted by the amount of any change ordered by the County. Payment for all reinforced concrete structures shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work related to and involved in constructing the Reinforced Concrete Structures. Payment also includes subgrade preparation (including over excavation, hauling, and stockpiling of existing subgrade material), formwork, furnishing and installing reinforcing steel (#4 rebar grade 60 placed 18” on center in both directions), concrete, finishing, curing compound, removing existing hardscape material where applicable as specified in the Contract Documents and indicated in the Project Drawings or Contract Work Orders. No payment will be made for any concrete placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.
- E. There shall be no additional payment to the Contractor for the installation of keyways adjacent to existing PCC structures. Compensation for the installation of keyways for Concrete Drainage Structures shall be considered as included in the various other contract bid items of work.

END OF SECTION

SECTION 8 - AGGREGATE BASE

8.1 GENERAL

The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for construction and installation of aggregate base features including but not limited to aggregate base roads, aggregate base crossings, and asphalt pavement subgrade. The work shall include but is not limited to aggregate base road subgrade preparation, providing aggregate base material, hauling material, compaction, and installation of the aggregate base features at the locations shown on the Project Drawings, Contract Work Orders, or as directed by the County.

8.2 SUBMITTALS

- A. Product technical data including:
 - i. The Contractor shall submit Certificates of Compliance for aggregate base materials used in this project. The certificates shall be signed by the manufacturer of the materials and shall acknowledge that materials utilized for this project comply in all respects with the requirements of these specifications and standards referenced.
 - ii. The Contractor shall submit to the County certified supplier gradation test reports and material source before delivery of aggregate base materials to the project site. The Contractor shall obtain the County's approval of the aggregate base material and material source in advance of the use of such materials in the work.
- B. Deliver bulk samples of import aggregate base material to County in quantities sufficient for testing. Deliver at least fifteen (15) Days prior to use.
- C. Testing laboratory reports verifying that imported aggregate base material conforms to the specified gradations or characteristics.
- D. Quality Assurance Submittals:
 - i. Sieve analysis reports on all imported aggregate base material.
 - ii. Field quality control test results.
 - iii. Delivery Tickets: Furnish a delivery ticket for imported aggregate base to the County as each truck arrives. Provide a printed record of the weight of the aggregate base material on each ticket.

8.3 DELIVERY, STORAGE, AND HANDLING

- A. Stockpile satisfactory excavated materials in a location approved by the County, until required for placement. Place, grade, shape, and stabilize stockpiles for proper drainage and erosion control.
 - i. Separate differing materials with dividers or stockpile separately to prevent intermixing. Segregate stockpiles for asphalt, concrete, rock, and soil generated during construction.
 - ii. 2. Each stockpile will be placed on, at a minimum, 6-mil plastic sheeting and, at a minimum, the sides and top will be covered by one layer of 6-mil plastic sheeting at all times except when the material is being handled. Contractor will cover each stockpile segment at the end

- of the workday.
- iii. Provide berms around the stockpile area to contain precipitation runoff and to prevent run-on.

8.4 SOURCE QUALITY CONTROL

- A. To assure stockpiles are not contaminated or materials are segregated, perform any test for determining conformance to requirements for cleanness and grading on samples secured from aggregates at point of batching.

8.5 MATERIALS

- A. Class II Aggregate Base and Crushed Miscellaneous Base (CMB) shall conform to the following gradation per Section 26-1.02B of the State of California Transportation Agency (Caltrans) Standard Specifications for $\frac{3}{4}$ " maximum particle size:

Sieve Size	Percentage Passing Sieve
1 inch	100%
No. 4	35-60%
No. 30	10-30%
No. 200	2-9%

- B. Material for Crushed Miscellaneous Base shall consist of any combination of the following: broken stone, crushed gravel, natural rough surfaced gravel, sand, and processed reclaimed asphalt concrete or Portland Cement concrete.
- C. Material for 2-inch to 4-inch Aggregate Rock shall consist entirely of crushed rock greater than two inches in size but smaller than four inches.
- D. Material for 3-inch to 6-inch Aggregate Rock shall consist entirely of crushed rock greater than three inches in size but smaller than six inches.
- E. All aggregate must be clean and consist of materials as described in the State Standard Specifications Section 26-1.02A.
- F. Aggregate base shall be mixed in a stationary or traveling plant. Proportion aggregates by weight or volume in quantities to meet the project-specified requirements for the aggregate base material. Incorporate, during the mixing operation, water in quantities sufficient to provide the necessary moisture content for the specified compaction. Mixing operations shall produce satisfactory uniform blending and the method of discharging into trucks shall not produce segregation. Placing aggregate base shall be in accordance with Section 301-2.2, "Spreading" of the current edition of the Standard Specifications for Public Works Construction (the "Greenbook"). The Contractor shall not process or drag base material to which may cause the segregation or loss of gradation of the base material.

8.6 EXECUTION

- A. Examination
 - i. Verify that survey benchmarks and intended elevations for the Work are as indicated.

- ii. Verify aggregate base subgrade has been inspected and approved, gradients and elevations are correct, and material is dry.
- iii. Verify aggregate base material to be placed is free from clay or other objectionable matter.

B. Preparation

- i. Subgrade preparation for aggregate base shall be performed in accordance with Section 26 of the State Standard Specifications.
- ii. Subgrade for aggregate base shall be compacted to a minimum of ninety percent (90%) relative compaction (or as otherwise noted on the Project Drawings or Contract Work Orders) as determined by ASTM D1557.
- iii. Correct irregularities in aggregate base subgrade gradient and elevation by scarifying, reshaping, and re-compacting. Aggregate base may be used to fill areas of the subgrade that are lower than the grade established by the Project Drawings with approval from the County.
- iv. Do not place aggregate base on soft, muddy, or frozen surfaces.

C. Installation

- i. Aggregate base placement operations (adding water, spreading, and compacting aggregate materials) shall be performed in accordance with Section 26 of the State Standard Specifications and Section 301-2.2 – “Spreading” of the current edition of the Standard Specifications for Public Works Construction (the “Greenbook”). The Contractor shall not process or drag base material to which may cause the segregation or loss of gradation of the base material.
- ii. Subgrade and finished aggregate base surfaces shall be graded to ensure positive drainage towards drainage structures as shown on the Project Drawings, Contract Work Orders, or as directed by County field staff.
- iii. Place earth or other accepted materials along the edge of the aggregate base material in such a quantity that it will compact to the thickness of the course being constructed. When the aggregate base is being constructed in two or more layers, place material to the width of the shoulder to be rolled and compacted simultaneously with the rolling and compacting of each base layer.
- iv. Aggregate base material shall be compacted to a minimum of ninety percent (90%) relative compaction (or as otherwise noted on the Project Drawings or Contract Work Orders) as determined by AASHTO T180. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- v. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

D. Field Quality Control

- i. The County shall procure the services of a Testing/Inspection Provider and laboratory to conduct in-place moisture-density tests to assure that

all Work complies with this Special Provisions Section.

ii. Testing:

1. Perform in-place moisture-density tests as directed by the County.
2. Perform tests through recognized testing laboratory approved by the County.
3. Perform additional tests as directed until compaction meets or exceeds requirements.
4. Assure County and Testing/Inspection Provider staff has immediate access for testing of all soils related work.
5. Ensure excavations are safe for testing personnel.

8.7 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Optional Bid Item No. 14 “Furnish and Install Crushed Miscellaneous Base”** shall be based on the final in-place tonnage of crushed miscellaneous base material within the limits specified in the Project Drawings, Contract Work Orders, and as directed by the County. The tonnage of the final crushed miscellaneous base material shall be verified by the County based on actual crushed miscellaneous base material truck delivery tickets received during placement. **Payment** for the crushed miscellaneous base material shall be at the contract unit price per ton, as stated in the Contractor’s Proposal, **Optional Bid Item No. 14** and shall include all subgrade surface preparation (including over excavation, hauling, and stockpiling of material) and the supply, transportation, compaction, installation, and final grading of the crushed miscellaneous base material. Each and every crushed miscellaneous base material load ticket shall be delivered to the County by truck drivers at the point of delivery.
- B. **The measurement of the final quantity for Optional Bid Item No. 15 “Furnish and Install 2”-4” Rock”** shall be based on the final in-place tonnage of 2”-4” rock material within the limits specified in the Project Drawings, Contract Work Orders, and as directed by the County. The tonnage of the final 2”-4” rock material shall be verified by the County based on actual 2”-4” rock material truck delivery tickets received during placement. **Payment** for the 2”-4” rock material shall be at the contract unit price per ton, as stated in the Contractor’s Proposal, **Optional Bid Item No. 15** and shall include all subgrade surface preparation (including over excavation, hauling, and stockpiling of material) and the supply, transportation, compaction, installation, and final grading of the 2”-4” rock material. Each and every 2”-4” rock material load ticket shall be delivered to the County by truck drivers at the point of delivery.
- C. **The measurement of the final quantity for Optional Bid Item No. 16 “Furnish and Install 3”-6” Rock”** shall be based on the final in-place tonnage of 3”-6” rock material within the limits specified in the Project Drawings, Contract Work Orders, and as directed by the County. The tonnage of the final 3”-6” rock material shall be verified by the County based on actual 3”-6” rock material truck delivery tickets received during placement. **Payment** for the 3”-6” rock material shall be at the contract unit price per ton, as stated in the Contractor’s Proposal,

Optional Bid Item No. 16 and shall include all subgrade surface preparation (including over excavation, hauling, and stockpiling of material) and the supply, transportation, compaction, installation, and final grading of the 3”-6” rock material. Each and every 3”-6” rock material load ticket shall be delivered to the County by truck drivers at the point of delivery.

- D. Payment quantities for all aggregate base and rock material shall be based upon the specified limits and dimensions on the Project Drawings, adjusted by the amount of any change ordered by the County. Payment for all aggregate base and rock material shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all the work related to and involved in installing the aggregate base and rock material. Payment also includes subgrade preparation (including over excavation, hauling, and stockpiling of existing subgrade material), supply, installation, and compaction of aggregate base material, and removing existing hardscape material where applicable as specified in the Contract Documents and indicated in the Project Drawings or Contract Work Orders. No payment will be made for any aggregate base and rock material placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.

END OF SECTION

SECTION 9 - GREENWASTE MATERIAL

9.1 GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the spreading of Processed Greenwaste materials within designated areas at the Badlands or Lamb Canyon landfills as shown on the Project Drawings or as directed by the County.

9.2 MATERIALS

- A. Processed Greenwaste is defined as greenwaste material which has been ground so that the maximum dimension in any direction is six (6) inches or less. Processed Greenwaste shall be composed of greenwaste material only, free of refuse, and contaminants as solely determined by the Department. Processed greenwaste shall be supplied by the County.

9.3 EXECUTION

- A. The County shall have clean Processed Greenwaste materials delivered to the sites and stockpiled up to 500' from the designated greenwaste work areas (slopes, access benches, and decks). Contractor may be required to place Processed Greenwaste at any location within the landfill footprint. Contractor shall be responsible for pushing or transporting Processed Greenwaste from the delivered stockpile location to the designated greenwaste work areas. The Contractor shall provide the equipment and manpower to evenly spread Processed Greenwaste materials in a safe and efficient manner as determined by the County.
- B. The greenwaste quantity, stockpile location, and delivery frequency shall be agreed upon by County and Contractor prior to the start of this work.
- C. Processed Greenwaste material shall not be placed or spread over gravel roads or benches, or on hardscape (concrete or asphalt) structures. Any material placed within these areas shall be removed by the Contractor.
- D. Contractor shall ensure that three (3) to six (6) inches of Greenwaste material covers designated areas shown on the Project Drawings for each landfill.
- E. Greenwaste material shall be spread by use of a manure spreader, small size dozer (D6 or smaller), or similar type of equipment as approved in advance by the County. In no case shall the depth of spread Greenwaste material be less than three (3) inches or greater than six (6) inches in final placed form.
- F. Contractor shall apply adequate compaction to the spread greenwaste product as determined by the County and shall apply adequate water for dust control purposes.

- G. Contractor heavy equipment and vehicles shall travel no closer than ten (10) feet to any environmental structure. Greenwaste material shall be hand-placed within ten (10) feet of environmental structures including but not limited to, above-ground pipe system, wells, bollards, etc. Any material placed on these structures shall be removed by the Contractor. Greenwaste material shall be placed no closer than five (5) feet from vault boxes.
- H. The Department may halt and suspend the work of the greenwaste provider at any time without notice in order to complete Department business, such as performing landfill operations, site maintenance, or groundwater/gas monitoring work.
- I. Greenwaste provider may stockpile a combined maximum of one hundred (100) tons of Greenwaste material at any time during greenwaste spreading operations.

9.4 MEASUREMENT AND PAYMENT

The measurement of the final quantity for Optional Bid Item No. 17 “Greenwaste Application”. **Payment** for Processed Greenwaste shall be at the contract unit price per square foot as stated in **Optional Bid Item No. 17** and shall constitute full compensation to the Contractor for all work related to the spreading of Processed Greenwaste at designated greenwaste work areas within the landfill including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; providing dust control, pushing or hauling processed greenwaste up to 500’ from stockpiles to designated work areas receiving greenwaste application, spreading, shaping, and compacting greenwaste material. All other work required by the Contract Documents to complete the spreading of Processed Greenwaste material shall be considered incidental to the work and will not be paid for separately.

END OF SECTION

SECTION 10 - 25-FOOT-TALL LITTER FENCE

10.1 GENERAL

This work shall include furnishing all necessary labor, design, supervision, tools equipment, and materials necessary to design and construct the 25-foot-tall removable litter fence including but not limited to:

- A. Procure the services of a licensed structural engineer in the State of California to perform structural analysis and prepare design calculations, specifications, and construction drawings for the entire litter fence system including but not limited to removable steel pole system foundation, ground anchors, hardware, cables, and litter barrier netting.
- B. Furnish and install removable steel poles, ground anchors, hardware, cables, litter barrier netting, and excavate, compact, and backfill of bore holes in accordance with the specifications and drawings provided by the licensed structural engineer and these Contract Documents.

10.2 SUBMITTALS

A. Structural Analysis Report

The Contractor shall submit a report that shall include, but not limited to:

- i. Structural design calculations and results of structural analysis for the construction of the removable litter fence. The report shall address project-specific loading for seismic and wind conditions at the Badlands and Lamb Canyon landfills in accordance with the latest edition of building codes.
- ii. This report shall be prepared, signed, and stamped by a California Registered Structural Engineer.
- iii. Structural design calculations shall include, but not limited to: Site specific seismic and wind load calculations for the construction of the removable litter fence. Badlands and Lamb Canyon landfills are located in a high wind area and the removable litter fence shall be designed to withstand wind speeds in excess of 110 mph with a 50% litter coverage on the litter barrier netting.
- iv. Foundation analysis and design that allows the steel poles to be removed and relocated if necessary.
- v. Design and details for removable steel pole, ground anchors, hardware, cables, and litter barrier netting.
- vi. Letter of Certification confirming that the removable litter fence meets site loading conditions and building codes as required.

B. Construction Drawings

The structural report shall include a complete set of construction drawings (24" x 36") that shall include, but not limited to:

- i. Removable steel pole foundation system
- ii. Details for steel poles, ground anchors, hardware, cables, and litter barrier netting, and any other related items required to construct the removable litter fence.

- iii. In addition, the following information shall be provided on the drawings: builder and contractor responsibilities, general notes, approval notes, product certification, safety guidelines, removable litter fence description, litter fence loads, drawing index, legend for abbreviations and symbols, title block, revisions, designer name with address and contact information, Contractor name with address and contact information, Riverside County Department of Waste Resources name with address and contact information, sheet numbers, and drawing scale if necessary.
- iv. Drawings shall be signed and stamped by a California Registered Structural Engineer.

10.3 MATERIALS

The Contractor shall furnish and install removable steel poles, ground anchors, hardware, cables, and litter barrier netting, and other items required to construct the removable litter fence as manufactured and design by “Judge Netting Barrier Specialists” or approved equal. These items shall be as specified in the final Structural Analysis Report as accepted by the County.

Unless otherwise specified in the final structural analysis report, the removable litter fence components shall consist of, but not limited to, the following:

- A. All hardware and fitting shall be hot-dipped galvanized in accordance with ASTM designation A153 or A123. All hardware shall be installed per manufacturer’s instructions so as to validate warranty. All hardware will be accompanied with a five-year non-pro-rated warranty.
- B. Steel poles shall be new, minimum 12-inch diameter with a yield stress factor of 66 ksi and coated with black STRYK 5388, FACS Flexible Anti-Corrosion System – 3 coat application, or approved equal. Poles shall be installed 25 feet above ground level with an outrigger at 45 degrees. Steel poles shall be installed a maximum spacing of 50 feet, on-center. The poles shall be supported with native compacted backfill in maximum 6” maximum lifts in a bore hole with a minimum 24” diameter. Steel poles shall be installed per manufacturer’s instructions so as to validate warranty. Steel poles will be accompanied with a five-year non-pro-rated warranty.
- C. Ground Anchors, with a minimum 6,000 lb. tensile strength, shall be installed between each steel pole, such that steel poles installed 50 ft. on-center shall be installed 25 ft. from each anchor. Netting shall have a vertical rope sewn into the netting that attaches to the ground anchor. Minimum 20,000 lb. ground anchors shall be installed at each end of a straight line of the litter barrier and at the turning point of the litter barrier. Ground anchors shall be installed per manufacturer’s instructions so as to validate warranty. Ground anchors will be

accompanied with a five-year non-pro-rated warranty.

- D. All cables shall equal or exceed the following: 3/8" top, bottom, and middle horizontal cable 1 x 7 galvanized steel strand cable, with a minimum breaking strength of 15,400 lbs. All 5/16" vertical cable shall be 1 x 7 galvanized steel, with a minimum cable breaking strength of 11,200 lbs. Cables shall be installed per manufacturer's instructions so as to validate warranty. Cables will be accompanied with a five-year non-pro-rated warranty.
- E. Litter Barrier Netting shall be Redden #970 polyester netting or approved equal with minimum 168.4 lb. mesh breaking strength, 1" single bar measure mesh, four needle raschel knotless construction, treated with black resin bonding. Mesh break strength shall be determined per ISO 1806. Netting shall have 3/8" braided dark color perimeter rope, with a minimum 3,500 lbs. breaking strength and snapped to steel cable with 9/32" carabineers on maximum 2' centers. Twine shall be #48 braided polyester twine, minimum 375 lb. tensile strength, treated black. The attachment twine shall continually encompass the netting component and be tied to the rope component via a clove hitch knot +/-6 inches on center, never to exceed 8 inches on center. Horizontal rib lines shall be installed at the point where the outrigger arm meets the vertical pole section. Vertical rib lines shall be installed at each steel pole location and one-half way between each pole at the mid span anchor location. Netting shall be installed per manufacturer's instructions so as to validate warranty. Net will be accompanied with a ten-year non-pro-rated warranty.

10.4 WARRANTY

- A. Warrant finished 25-foot-tall removable litter fence including but not limited to: foundation, removable steel poles, ground anchors, hardware, cables, and all other components associated with the 25-foot-tall removable litter fence free of defects in material and workmanship for a period of five (5) years from the date of Projects' Substantial Completion or date first beneficial use of the equipment by the County, whichever is later. In addition, the litter barrier netting shall be free of defects in material and workmanship for a period of ten (10) years from the date of Projects' Substantial Completion or date first beneficial use of the equipment by the County, whichever is later.
- B. Warranties shall provide for timely repair and/or replacement of any components or systems found to not be functioning within their intended parameters as specified herein.
- C. Manufacturer's warranty shall be issued in the County's name.

10.5 EXECUTION

- A. Complete installation of removable 25-foot tall litter fence (foundation, removable steel poles, ground anchors, hardware, cables, and litter barrier netting) shall be in compliance with Contract Documents, approved Structural Analysis Report, fencing manufacture's requirements, and all applicable building codes.

10.6 MEASUREMENT AND PAYMENT

- A. **The measurements of the final quantity for Bid Item No. 3 “Furnish & Install 25’ Tall Litter Fence”** shall be determined by the County based on field measurements of the axial length (linear feet) of removable litter fence installed at the locations and to the dimensions shown on the Project Drawings and Construction Drawings prepared by the licensed Structural Engineer. **Bid Item No. 3** shall constitute full compensation to the Contractor for all work related to the construction of the removable litter fence in the project including but not limited to: providing structural analysis report, furnishing and installing removable steel poles, ground anchors, hardware, cables, litter barrier netting, subgrade preparation (excavation, compaction, and backfill of bore holes hauling, and stockpiling of excess subgrade material), construction of foundation system, furnishing all labor, supervision, materials, tools, equipment, incidentals, and for doing all the work related to and involved in installing the removable 25-foot-tall litter fence. **Measurement and Payment** for the removable litter fence shall be at the contract unit price per linear foot as stated in the Contractor’s Proposal.

END OF SECTION

SECTION 11 - NORTHWEST BERM AT BADLANDS LANDFILL

11.1 GENERAL

The work covered by this section shall include salvage, remove, relocate, recycle, hauling, and stockpile material encountered during construction along cycle park road at Badlands Landfill as described in the Contract Documents. The work covered by this section shall also include the excavation of engineered fill source material from the Badlands borrow area, hauling of source material, placement, and moisture conditioning of engineered fill in the construction of the Northwest Berm at Badlands Landfill. The work in this section shall include furnishing all labor, supervision, tools, equipment, and materials necessary to complete and ensure that all demolition activities and engineered fill conform to the requirements of the Contract Documents.

11.2 MATERIALS

A. In-place materials/structures requiring demolition activity by the Contractor:

- i. Asphalt Concrete Structures and Berm Material located in the areas shown on the Project Drawings. This total in-place quantity is approximately 13,380 square feet of asphalt along Cycle Park Road for a total weight of approximately 320 tons +/-.
- ii. Class II Base located in the areas shown on the Project Drawings. This total in-place quantity along the Mechanics Access Road is approximately 17,696 square feet for a total weight of approximately 437 tons.
- iii. Chain-link fence, consisting of chain-link fabric, steel schedule 40 posts and concrete footings, as shown on the Project Drawings. The total in-place quantity is approximately 1,130 linear feet of chain link fence.
- iv. Guardrail, delineators, and speed limit warning sign located within the NW Berm Project Limits shall be removed and stored as shown on the Project Drawings.

Demolition material quantities are approximate.

- B. Source material for engineered fill shall come from suitable soil excavated by the Contractor from other project bid items, or from the designated borrow area at the Canyon 6 Stockpile area for Badlands Landfill shown in the Project Drawings. Not until source material from excavation operations on this project is exhausted shall the Contractor utilize source material from the designated borrow area for the placement of engineered fill. The suitability of all earthen materials shall be subject to the acceptance of the County. Fill materials shall not contain brush, roots, sod, or other deleterious or unsuitable materials; and particle size shall not exceed three (3) inches. Organic material and earthen material particles greater than the specified size shall be deposited in a separate stockpile, as directed by the County. Particles greater than the specified size shall be deposited in the designated borrow area, used as source

material for uncontrolled fill, hauled as daily cover or as otherwise directed by the County. Organic material shall be deposited at the landfill working face as directed by the County.

11.3 EXECUTION

- A. The Contractor shall perform the aforementioned demolition activities as shown on the Project Drawings or as directed in the field by the County:
 - i. Demolish, crush, haul and stockpile Asphalt Roads and Berms to an area adjacent to the Active Pad as directed by the County.
 - ii. Remove, salvage, haul, and stockpile Class II Base to Material/ Demo Storage Area.
 - iii. Remove, salvage, and stockpile chain link materials to the Material/ Demo Storage Area.
 - iv. Remove, salvage, and stockpile existing guardrail, delineators, and speed limit warning sign materials to the Material/ Demo Storage Area. Guardrail, delineators, and speed limit warning sign shall not be removed until tie-in with engineering/operations access road occurs.
- B. On-site soil shall be placed and compacted in layers as specified herein. The Contractor shall spread soil evenly by mechanical equipment over the prepared subgrade. The Contractor shall place engineered fill material in thickness of loose lifts no greater than eight inches (8") and compacted lifts no greater than six inches (6"). Each lift shall be spread evenly and compacted to obtain a near uniform condition in each layer. In areas of lift thickness greater than specified herein, the Contractor, prior to construction of additional lifts, must complete re-grading and compacting of the surface to the maximum specified lift thickness. The top of each previously compacted layer shall be scarified so that there is no lamination between layers.
- C. Engineered fill material shall be compacted to a minimum of 90% relative compaction, based on the laboratory maximum dry density, determined by ASTM D1557. Engineered fill over cut slopes, or scarified natural steep slopes shall be properly keyed into undisturbed bedrock or firm material in accordance with the Contract Documents and as accepted by the County.
- D. All general on-site soil material used for engineered fill shall have a moisture content between 2% below and 2% above OMC in accordance with ASTM D1557 or as determined by the County. Additional water may need to be added at any time during construction. The moisture content of the engineered fill materials prior to and during compaction shall be uniform throughout each layer of the material.
- E. When the moisture content of the fill material is below optimum, water shall be added until the moisture content is within the limits required to assure an adequate

bonding and compaction of all fill material. When the moisture content of the fill material is above the specified limits, the fill material shall be aerated by plowing, disking, blading, or other satisfactory methods until the moisture content is acceptable. All plowing, tamping, blending, disking, or air drying of material is considered incidental to the work and no additional compensation will be allowed. Wetting of materials by rain or artificial means to acceptable moisture content will require mixing or air drying to return this material to the required moisture content. Complying with this requirement is considered incidental to the work and no additional compensation will be allowed.

- F. Surfaces of all slopes shall be finished by track walking with Dozer-type equipment or approved equal by the County Representative in the field and left in a uniformly graded condition. Surfaces of flat areas shall be finish graded with a motor grader or approved equal.

11.4 MEASUREMENT AND PAYMENT

- A. **Payment** for complying with this section shall be at the lump sum bid price as stated in **Bid Item No. 1** – “Northwest Berm Demolition”, and shall be prorated in each progress payment in accordance with the following schedule:

Item for Demolition	Percent Payment
Remove, haul, and stockpile Asphalt Concrete and Berm Material	45%
Remove, salvage, stockpile, and haul Class II Base Material	45%
Remove, salvage, haul, and stockpile Chain link fence	5%
Remove, salvage, haul, and stockpile miscellaneous items (Guardrail, Delineators, Speed Limit Warning Signs, etc.)	5%

Payment of the lump sum contract price for salvage, remove, recycle, and stockpile material from existing structures shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved in salvage, remove, recycle, and stockpile material from existing structures and shall include all costs associated with the demolition operations, compliance with all applicable SCAQMD regulations and the Site Safety Plan.

- B. **The measurement of the final quantity for Bid Item No. 2 “Northwest Berm Engineered Fill”** shall be based on the total engineered fill quantity as determined by comparing the pre and post construction ground surfaces within the engineered fill area limits as defined in the Contract Work Order. The pre-and post-construction ground surfaces of the engineered fill limits shall be established by conventional ground survey. The Contractor shall allow two (2) working days for

the County to complete necessary surveying work. Establishing these surfaces and measuring the final quantity shall be performed by the County pursuant to the aforementioned method of calculation. **Payment** for source material excavation, hauling, subgrade preparation and placement of engineered fill shall be made based on the unit price per in-place cubic yard, as stated in the Contractor's Proposal, for **Bid Item No. 2**, and shall constitute full compensation to the Contractor for all work related to the excavation, transportation, and preparation of material including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; excavating, hauling, loading, moisture conditioning, compacting, grading, shaping, and any other requirements by the Contract Documents.

END OF SECTION

SECTION 12 - AUTHORIZED TIME & MATERIALS WORK

12.1 GENERAL

Payment for **Bid Item No. 18 - "Authorized Time and Materials"** shall be made when prior written authorization and approval has been provided to the Contractor by the County. Payment for all mobilization/demobilization shall be included in "Authorized Time and Materials". Contractor shall submit invoices for each and every instance of mobilization and demobilization. The Contractor shall inform the County in writing and obtain written authorization and approval by the County prior to mobilizing or demobilizing any equipment that requires a haul distance of 150 miles or more to or from the respective landfill sites. Any equipment mobilized or demobilized with a travel distance of 150 miles or more without written authorization and approval by the County shall not be compensated by the County. Contractor shall submit invoices for all aspects of "Authorized Time and Materials" work including but not limited to material receipts, equipment rental invoices, and subcontractor and vendor invoices.

Authorized Time and Materials may be used by the County for work that has been negotiated between the County and the Contractor. Use of Authorized Time and Material allocation will be at the sole discretion of the County. All or any portion of the allocation amount may be deleted from the Contract. The County shall have the right to add work of a different character or function, and have the Contractor perform such added work when such work is considered by the County to be appurtenant to the satisfactory completion of the project.

The Contractor shall provide a rate schedule for all labor and equipment that may reasonably be anticipated for use during the project. Labor rates shall be consistent with those required by the latest prevailing wage rate requirements of the Contract and as set forth by the California Department of Industrial Relations "General Prevailing Wage Determinations" and shall reflect all benefits and employer costs. The equipment rental rates to be applied shall be the latest rates that are in effect at the time of the award of the contract, as published by the California Department of Transportation (Caltrans). A copy of said equipment rental rates are available on Caltrans' website. Once the labor and equipment rates have been approved by the County, they will become the basis for compensation for any Time and Material work requested by the County.

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

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

END OF SECTION

**APPENDIX A: SCAQMD FORM 403-N &
RULE 403 DUST CONTROL REQUIREMENT
TABLES 2 AND 3**

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RULE 403 - LARGE OPERATION NOTIFICATION
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
 21865 Copley Drive, Diamond Bar, CA 91765

Is this plan being submitted to comply with the requirements of a Notice to Comply or Notice of Violation? **YES/NO**
 Notice Number_____ Please attach copy

Qualifying Criteria:

- Does this operation contain more than 50 acres of disturbed surface area as of the date of submittal? **YES/NO**
 Please indicate the size of the project _____.
- Will the earth moving operation exceed a daily earth moving or throughput volume of 5,000 cubic yards three times during the most recent 365-day period from the date grading begins? **YES/NO**

Please Print or Type

Contractor/ Consultant/ Owner: (Circle one of the above)		Phone Number:	
Address:	City:	State:	Zip:
Project Name:			
Nature of Business: <input type="checkbox"/> Construction/Demolition <input type="checkbox"/> Sand & Gravel/Mining Operations <input type="checkbox"/> Cement Manufacturing			
Name of Responsible Person of Organization:			
Title:		Phone Number:	
Environmental Observer:		Phone Number:	
Date Attended Dust Class:		ID Number:	
Project Address: (Attach location map)	City:	State:	Zip:
Name of Property Owner: (If different than above)			
Anticipated Start Date:		Anticipated Completion Date:	
Telephone Number:			
Emergency Phone Number:			
In accordance with paragraph (e)(1) of Rule 403, I will ensure that the actions specified in Tables 2 and 3 will be implemented on-site for each applicable fugitive dust source type within the property lines and that records are maintained in accordance with Rule 403, subparagraph (e)(1)(c) . Further, I hereby certify that all information contained herein is true and correct.			
SIGNATURE OF RESPONSIBLE MEMBER OF ORGANIZATION	TITLE	DATE	

TABLE 2
DUST CONTROL ACTIONS FOR EXEMPTION FROM PARAGRAPH (d)(3)*

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Earth-moving (except construction cutting and filling areas, and mining operations)	<p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations; OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>
Earth-moving: Construction fill areas:	<p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p>

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued) *

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Earth-moving: Construction cut areas and mining operations:	(1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.
Disturbed surface areas (except completed grading areas)	(2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 [70] percent of the unstabilized area.
Disturbed surface areas: Completed grading areas	(2c) Apply chemical stabilizers within five working days of grading completion; OR (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
Inactive disturbed surface areas	(3a) Apply water to at least 80 [70] percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR (3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR (3c) Establish a vegetative ground cover within 21 [30] days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR (3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas.

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued) *

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Unpaved Roads	<p>(4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [3 times per normal 8 hour work day]; OR</p> <p>(4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR</p> <p>(4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.</p>
Open storage piles	<p>(5a) Apply chemical stabilizers; OR</p> <p>(5b) Apply water to at least 80 [70] percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR</p> <p>(5c) Install temporary coverings; OR</p> <p>(5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile.</p>
<u>All Categories</u>	<p>(6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.</p>

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 3
TRACK-OUT CONTROL OPTIONS
PARAGRAPH (d)(5)(B)

CONTROL OPTIONS

(1)	Pave or apply chemical stabilization at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extending for a centerline distance of at least 100 feet and a width of at least 20 feet.
(2)	Pave from the point of intersection with the public paved road surface, and extending for a centerline distance of at least 25 feet and a width of at least 20 feet, and install a track-out control device immediately adjacent to the paved surface such that exiting vehicles do not travel on any unpaved road surface after passing through the track-out control device.
(3)	Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.

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APPENDIX B: LANDFILL SITE RULES

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BADLANDS AND LAMB CANYON LANDFILL FACILITIES

OPEN: 6:00 am to 4:30 pm Monday through Saturday

NEXT HOLIDAY CLOSURE: _____

For services/complaints contact the Riverside County Waste Management Department at (951) 486-3200 or via website www.rivcowm.org

LANDFILL RULES

- **Obey County personnel and signs.** It is for your safety.
- **Anyone under 16 years of age and pets must remain in vehicle.**
- **High visibility safety vest must be worn at all times.**
- **Stay within 5 feet of your vehicle while unloading and 15 feet away from heavy equipment.**
- **No alcohol, drugs, weapons, smoking, salvaging, or loitering.**
- **Commercial refuse vehicles must have an operational back-up alarm.**

STAY ALERT – STAY ALIVE

County is not responsible for damage to customer's vehicle and/or equipment due to customer's negligence or failure to follow site rules and reserves the right to deny access to anyone violating said rules or creating a safety hazard. Landfills are dangerous construction zones. Disposal is at customer's own risk.

ALL LOADS SUBJECT TO INSPECTION

Disposal of hazardous, toxic, flammable, corrosive, explosive and radioactive waste/materials may be prosecuted under Health and Safety Code 25189.5 and Penal Code 374.8

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**APPENDIX C: TITLE V PERMIT RULE 1150
REFUSE EXCAVATION PERMIT
CONDITIONS**

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Rule 1150 Excavation Permit

Conditions:

1. This excavation shall be conducted in accordance with all data and specifications submitted with the application under which this plan is issued unless otherwise noted below.
2. This excavation plan is valid until March 27, 2019. An extension may be granted upon written request. Such a request will include the reasons the extension is required, the length of extension, and the status of the excavation to date, including days of operation and total cubic yards of excavated material.
3. SCAQMD shall be notified in writing at least two days prior to commencing the excavation and within five days after completion.
4. This excavation plan is valid for the removal and re-disposal of approximately 55,000 cubic yards of refuse and contaminated material.
5. Excavation shall not be conducted between the hours of 5 P.M. and 7 A.M. or on Saturdays, Sundays, and legal holidays unless otherwise approved in writing by SCAQMD.
6. Excavation shall not be conducted on days when SCAQMD forecasts first, second, or third stage episodes for Area Number 28. Episode forecasts for the following day can be obtained by calling (800) 288-7664.
7. During excavation, all working excavation areas, excavated material and unpaved roadways shall be watered down until the surface is moist and then maintained in a moist condition to minimize dust and emissions.
8. When refuse loading is completed and during transport, no material shall extend above the sides or rear of the truck or trailer which will haul the excavated material. All trucks hauling excavated material shall be covered.
9. The exterior of haul trucks or trailers shall be cleaned off prior to leaving the excavation site.
10. Excavated refuse shall be transported to the active working face of the landfill within one hour of generation or as deemed necessary by SCAQMD personnel.
11. The excavation workface, which exposes refuse or other emission generating material to the atmosphere, shall not exceed 25,000 square feet.
12. All excavated refuse shall be covered with either a minimum of 6" of clean soil, approved foam or heavy duty plastic sheeting whenever the excavation is not actively in progress, and at the end of each working day. Foam by itself shall not be used for night cover if it is raining or rain is predicted by the National Weather Service prior to the next scheduled day of excavation.
13. During excavation, if a considerable number of complaints are received, all work shall cease and the approved mitigation measures shall be implemented immediately. Other mitigation measures which are deemed appropriate by SCAQMD personnel to abate a nuisance condition shall be implemented upon request.
14. Excavation shall not be conducted when the wind speed is greater than 15 M.P.H. (averaged over 15 minutes) or the wind speed instantaneously exceeds 25 M.P.H.

15. During excavation, continuous monitoring and recording of the wind speed and direction shall be conducted at a site approved by the by SCAQMD.
16. All materials that are listed as hazardous by a federal or state agency shall be considered “hazardous materials” for the purpose of this plan.
17. All excavated material shall be transported in such a manner as to prevent any emissions of hazardous materials.
18. All hazardous materials shall be transported in containers clearly marked as to the types of material contained and what procedures should be followed in case of accidental spills.
19. Excavated liquid hazardous materials with the potential to cause air emissions shall be encapsulated or enclosed in containers with sealed lids before loading into the transport vehicles.
20. During excavation, monitoring for Total Organic Compounds (TOC) as methane using an organic vapor analyzer (OVA) or other instrument approved by SCAQMD shall be conducted continuously, directly downwind from the working face and at the property line. The maximum sustained readings (greater than 15 seconds) shall be recorded every 15 minutes. All monitors shall be calibrated daily using a method approved by SCAQMD.
21. If the OVA or other approved organic monitor shows a sustained reading (greater than 15 seconds) of 2,000 ppmv or greater at the working face, the excavation shall cease and the approved mitigation measures shall be implemented immediately. Excavation shall not resume until the readings return to the background level.
22. If the OVA or other approved organic monitor shows a sustained reading (greater than 15 seconds) of 200 ppmv or greater downwind from the site at the property line (or other approved locations), the excavation shall cease and the approved mitigation measures shall be implemented immediately. Excavation shall not resume until the readings return to the background level.
23. If a distinct odor (Level III or greater) resulting from the excavation is detected at or beyond the property line, the excavation shall cease and the approved mitigation measures shall be implemented immediately. Odor levels will be determined by SCAQMD personnel or on-site safety coordinator in the absence of SCAQMD personnel.
24. All records of excavation working hours, analytical results, daily amounts of material excavated and hauled offsite, treated, or landfilled, and other records required by this plan shall be kept on file for at least two years and made available to SCAQMD personnel upon request.
25. Mitigation measures, other than those indicated in these conditions, which are deemed appropriate by SCAQMD personnel as necessary to protect the comfort, repose, health, and safety of the public, shall be implemented upon request.
26. Approved mitigation measures: the area generating the emissions shall immediately be completely covered with a minimum of 6 inches of clean dirt, plastic sheeting, foam, or an approved cover.
27. This excavation management plan or a copy of this plan shall be present at the excavation site.

Other governmental agencies may require approval before any excavation begins. It shall be the responsibility of the applicant to obtain that approval. The South Coast Air Quality Management District shall not be responsible or

liable for any losses because of measures required or taken pursuant to the requirements of this approved Excavation Management Plan.

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**APPENDIX D: PROJECT DRAWINGS –
(REDUCED SIZE – 11 X 17)**

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APPENDIX D-1: PROJECT DRAWINGS – LAMB CANYON LANDFILL

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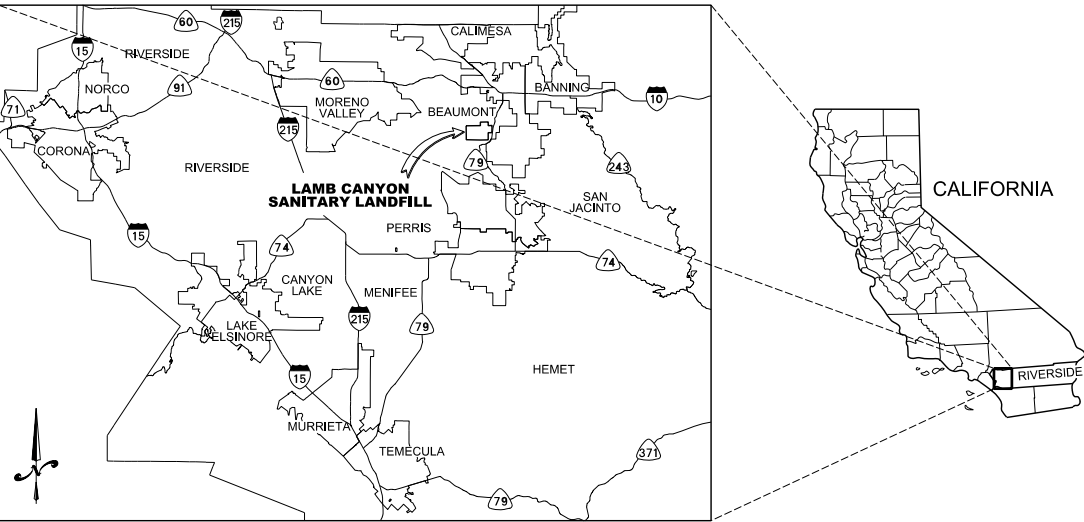
LAMB CANYON SANITARY LANDFILL

CONSTRUCTION PLANS FOR DAILY COVER EXCAVATION & ON-CALL SITE IMPROVEMENTS

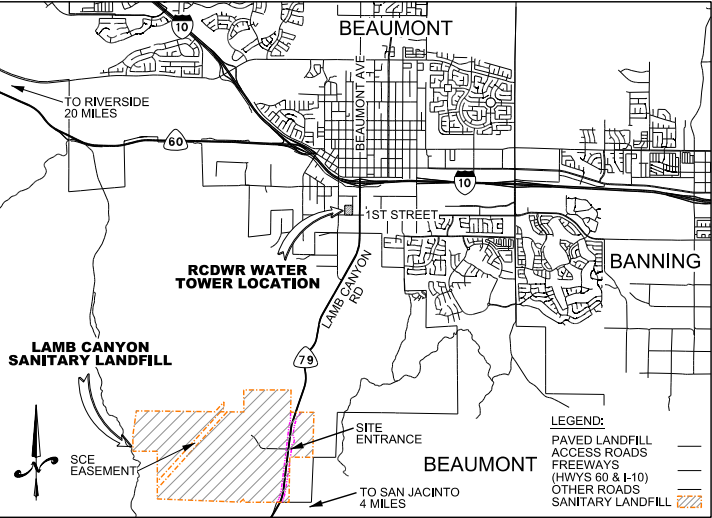
NOVEMBER 2022

PREPARED BY
DEPARTMENT OF WASTE RESOURCES
HANS KERNKAMP, GENERAL MANAGER/CHIEF ENGINEER
14310 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92553
TEL. (951) 486-3200 FAX (951) 486-3205





LOCATION MAP:
N.T.S.



VICINITY MAP:
N.T.S.

LEGEND:

- Landfill footprint (lined)
- Landfill footprint (unlined)
- Topo Contours
Dec 2021 (areial) &
Dec 2022 (topo)
- Property line
- Landfill Operations
Permit Limit
- Earthen Diversion Berm
- 25' Litter Fence
- Grade break
- Gradient & Direction
- Flow Line / Flow Direction
- Gas probe
(protect in place)
- Ground water well
(protect in place)
- Existing landfill gas
collection system
(protect in place)
- Paved Surface
- Slope
- Existing surveying
control points
(protect in place)
- Existing access road
- Gas line (above ground)
- Gas line (buried)
- K-Rail
- Welded Wire Fabric

ABBREVIATIONS:

- AB Aggregate Base
- AC Asphalt Concrete
- APPROX. Approximate
- BC Begin Curve
- C Cut
- CL or CL Center Line
- CMB Crushed Miscellaneous Base
- CMP Corrugated Metal Pipe
- CO Clean out
- DIA Diameter
- E Easting
- EC End Curve
- EL Elevation
- EOP Edge of Pavement
- Exist. Existing
- F Fill
- FL or FL Flow Line
- GB Grade Break
- Hor. Horizontal
- HP High Point
- ID Inside Diameter
- INV Invert
- L Length
- LDPE Low Density Polyethylene
- LF Linear Feet
- N Northing
- NAD North American Datum
- NTS Not To Scale
- PI Point of Intersection
- POC Point on Curve
- PL or PL Property Line
- PVI Point of Vertical Intersection
- R Radius
- RC Reinforced Concrete
- RCDWR Riverside County Department
of Waste Resources
- RCE Registered Civil Engineer
- RCFC Riverside County Flood Control
- STA Station
- TOE Toe of Slope
- TS Top of Slope
- TYP Typical
- Vert. Vertical
- WRP Waste Recycle Park

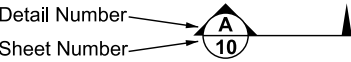
INDEX OF DRAWINGS

SHEET	FILE NAME	TITLE	SCALE
1	LC_2022_Site_Improvements_s1_Title.dgn	Title Sheet	NTS
2	LC_2022_Site_Improvements_s2_Index.dgn	Index, Legend, and Vicinity Map	NTS
3	LC_2022_Site_Improvements_s3_Map.dgn	Site Map of Improvements	1" = 400'
4	LC_2022_Site_Improvements_s4_Details.dgn	Construction Details	NTS
5	LC_2022_Site_Improvements_s5_Details.dgn	Construction Details	NTS

FILL PATTERNS:

- Asphalt Drain
- Existing Asphalt
- Greenwaste Placement
- 4" CMB
- 4" CMB Over 6" Rock
- Existing Base
- Existing Concrete

DETAIL CALLOUTS:



CONSTRUCTION NOTE CALLOUTS:



NO.	REVISIONS	BY	APPROVED	DATE

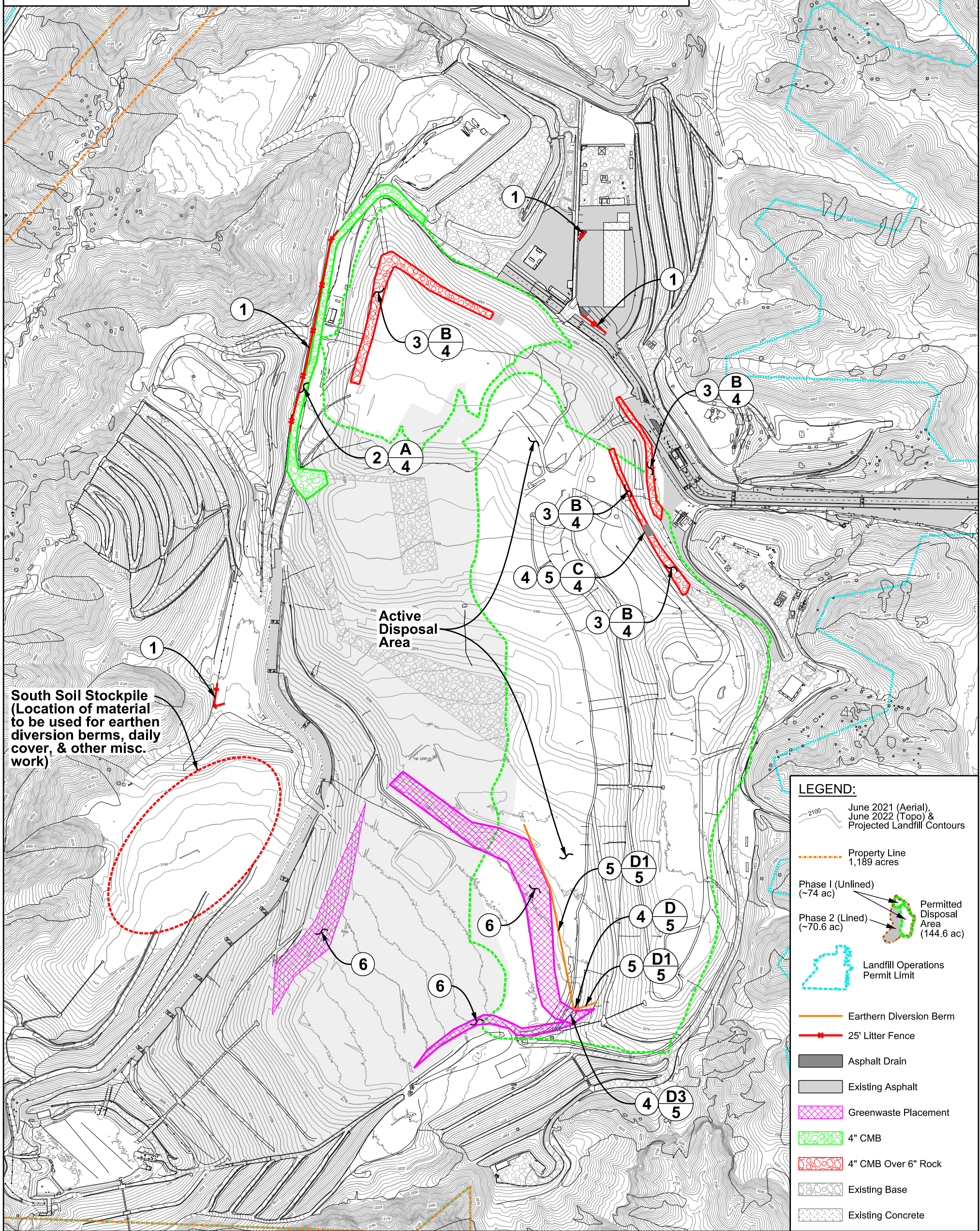


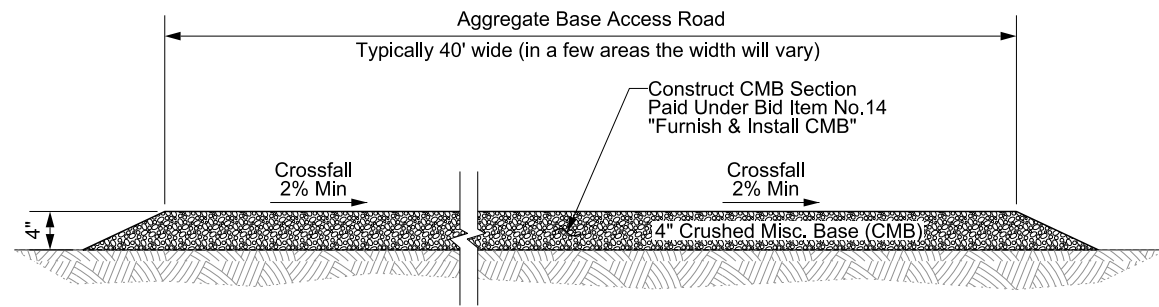
Hans Kernkamp, General Manager-Chief Engineer

DESIGNED BY:	SM
DRAWN BY:	EC
CHECKED BY:	EC
DRAWING DATE:	September 2022
TOPO DATE:	--
SCALE:	--
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PATH:	Improvements\Project Drawings
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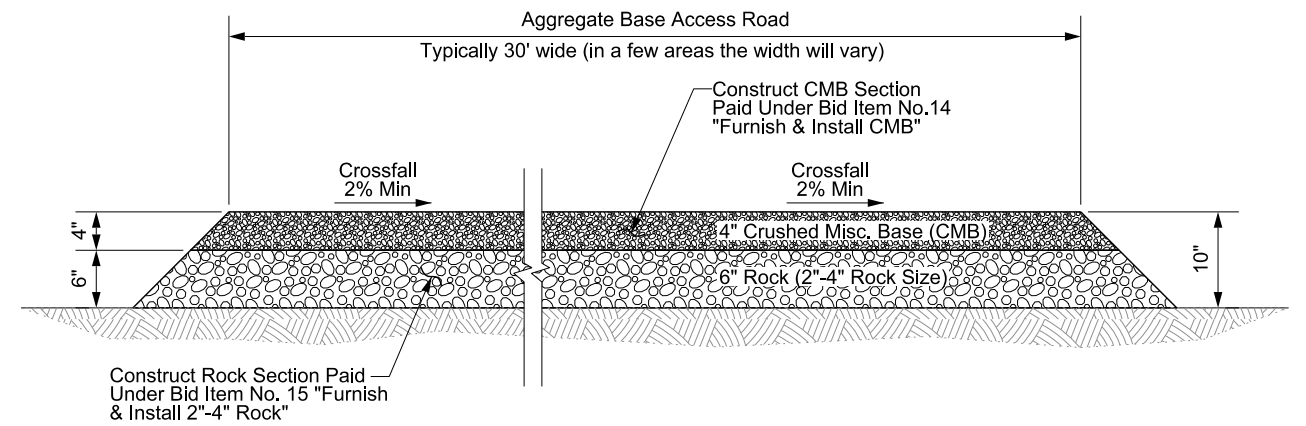
Lamb Canyon Sanitary Landfill
2023 Site Drainage Improvements
**Index, Legend, and
Vicinity Map**

- ① CONSTRUCT 25-FOOT TALL REMOVABLE LITTER CONTAINMENT FENCE IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 3)
- ② CONSTRUCT 4" THICK CRUSHED MISCELLANEOUS BASE (CMB) ROAD SECTION WITHIN LIMITS SHOWN AND IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS & DETAILS (BID ITEM NO. 14)
- ③ CONSTRUCT 4" THICK CRUSHED MISCELLANEOUS BASE (CMB) OVER 6" THICK ROCK (2"-4" ROCK SIZE) ROAD SECTION WITHIN LIMITS SHOWN AND IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS & DETAILS (BID ITEM NO. 14 AND NO. 16)
- ④ CONSTRUCT 4" THICK ASPHALT DRAINAGE STRUCTURES IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS (BID ITEM NO. 10)
- ⑤ CONSTRUCT 2' TALL EARTHEN DIVERSION BERMS IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS AND DETAILS (BID ITEM NO. 7)
- ⑥ APPLY PROCESSED GREENWASTE ON SIDE SLOPES AT SPECIFIC LOCATIONS INDICATED OR AS DIRECTED BY COUNTY REPRESENTATIVES. GREENWASTE MATERIAL SHALL BE PROVIDED BY COUNTY AND STOCKPILED NEAR THE PLACEMENT LOCATION. (BID ITEM NO. 17)

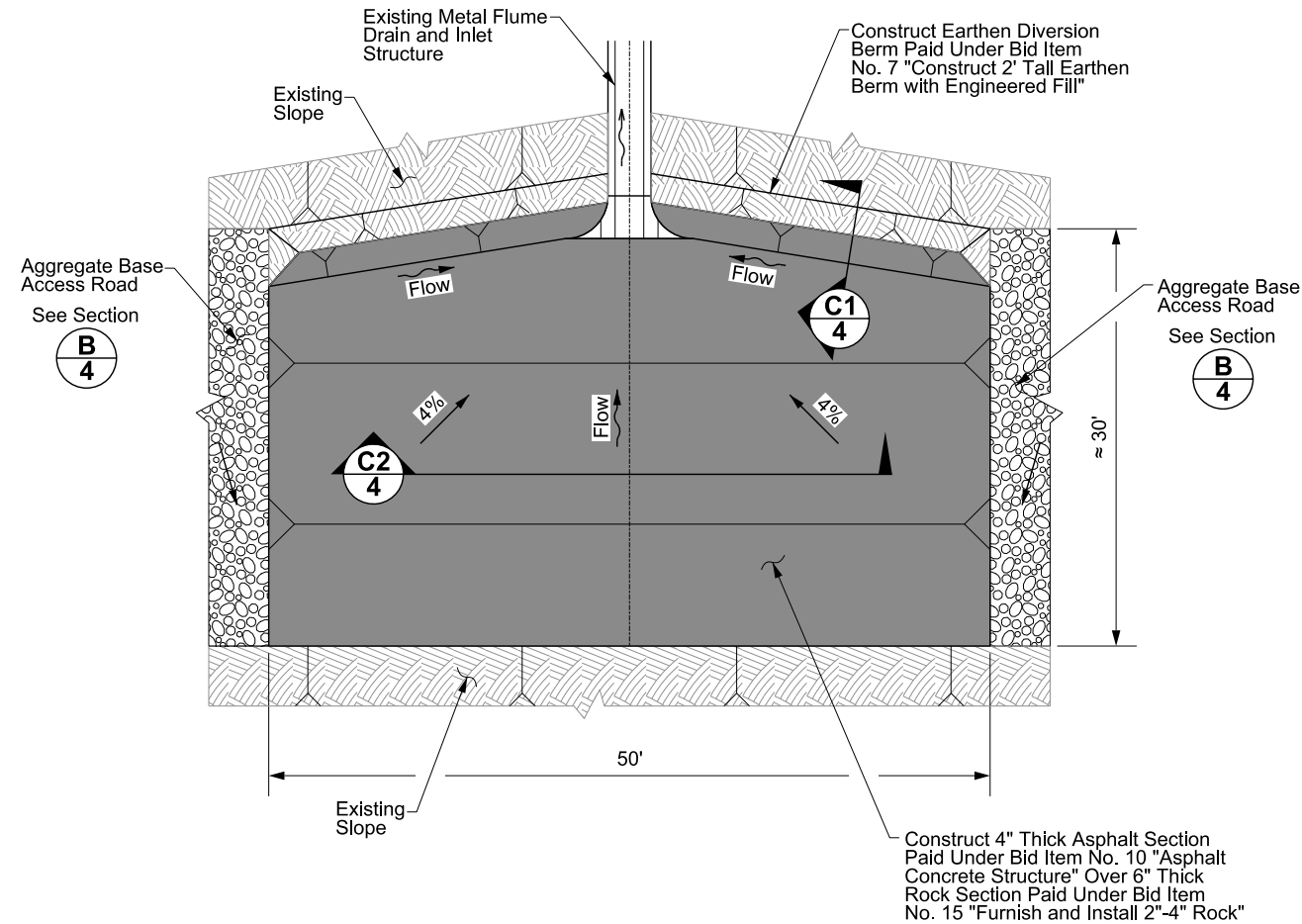




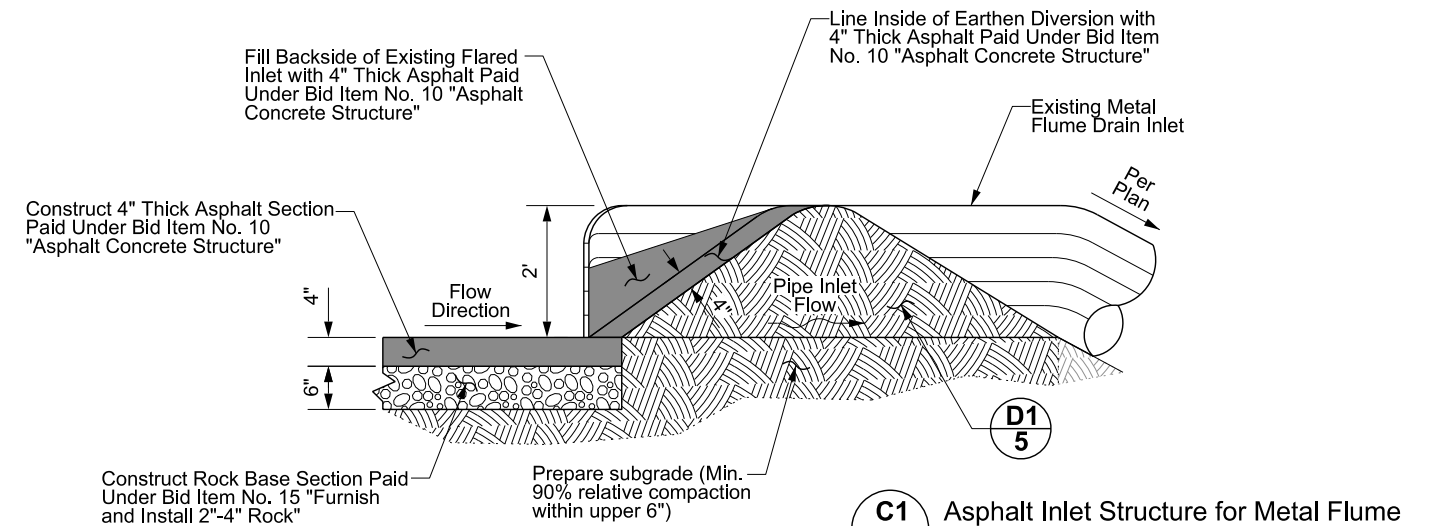
A Aggregate Base (4" Thick CMB) Access Road Section
Not To Scale



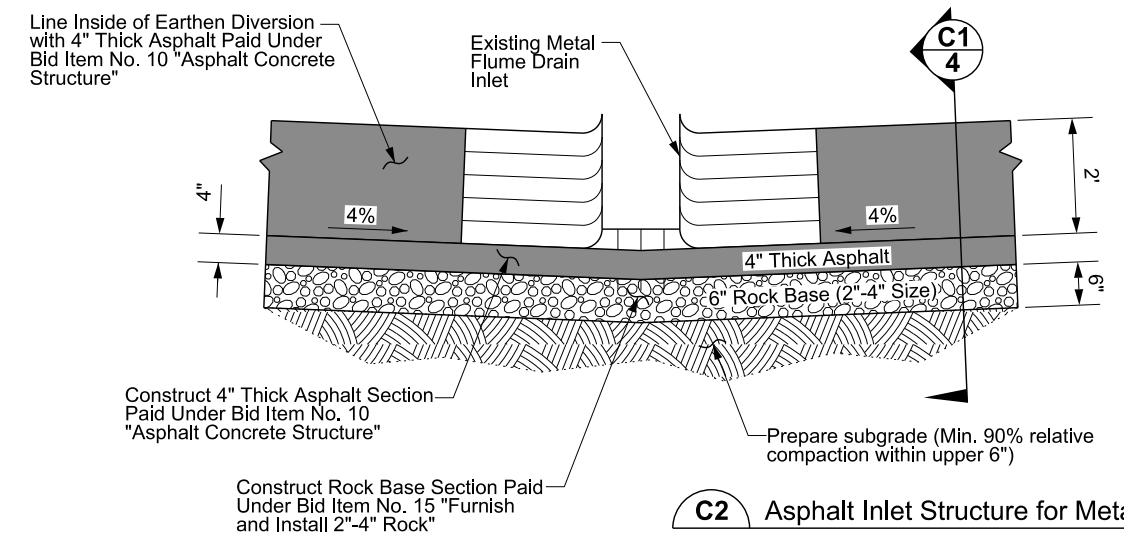
B Aggregate Base (4" Thick CMB Over 6" Thick Rock) Access Road Section
Not To Scale



C Asphalt Metal Flume Inlet Structure
Not To Scale

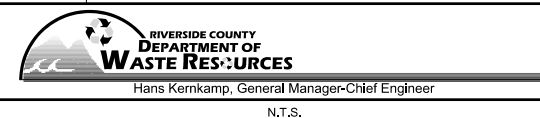


C1 Asphalt Inlet Structure for Metal Flume
Not To Scale



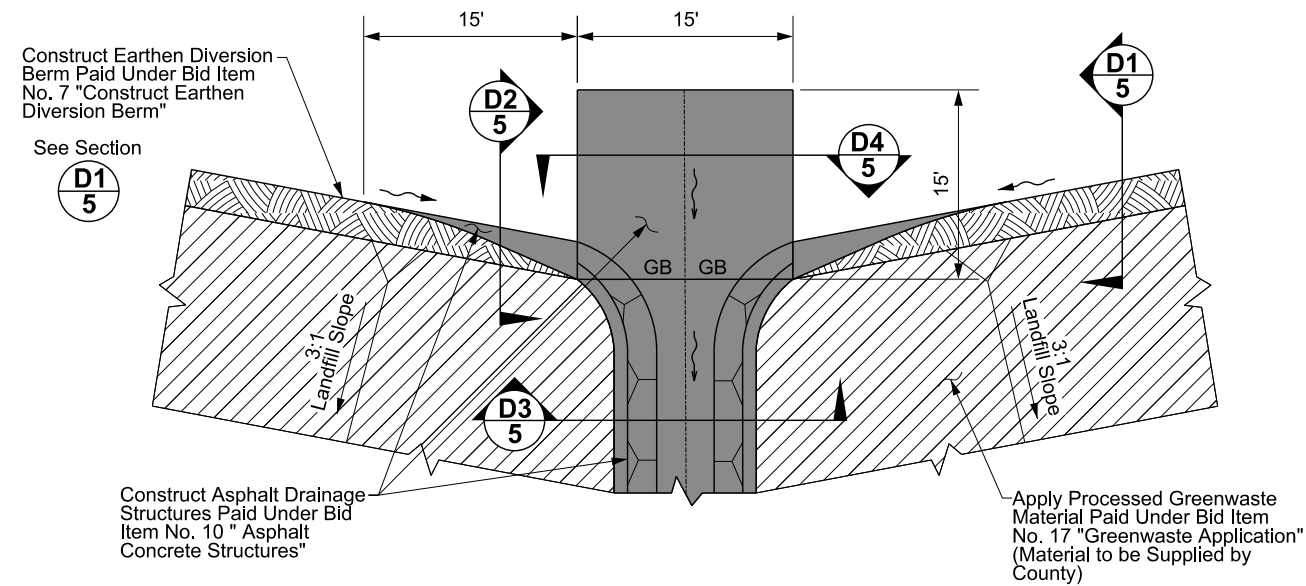
C2 Asphalt Inlet Structure for Metal Flume
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NO.	REVISIONS	BY	APPROVED	DATE

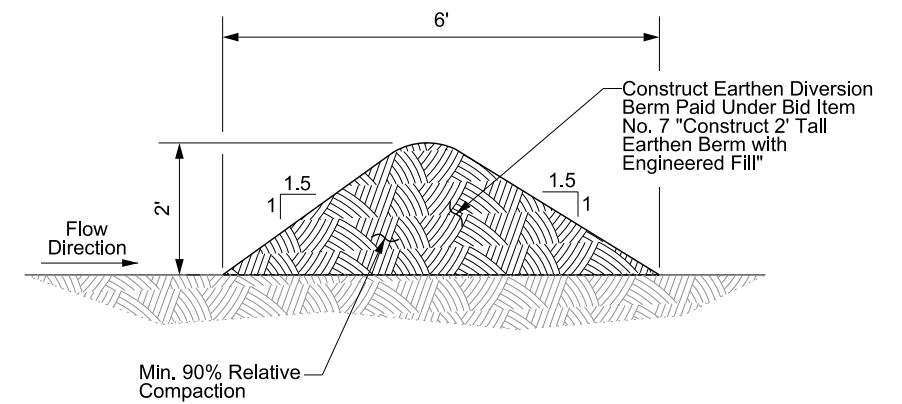


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DRAWN BY:	EC
CHECKED BY:	EC
DRAWING DATE:	September 2022
TOPO DATE:	--
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PATH:	Improvements\Project Drawings
FILE:	LC_2022_Site_Improvements_s4_Details.dgn

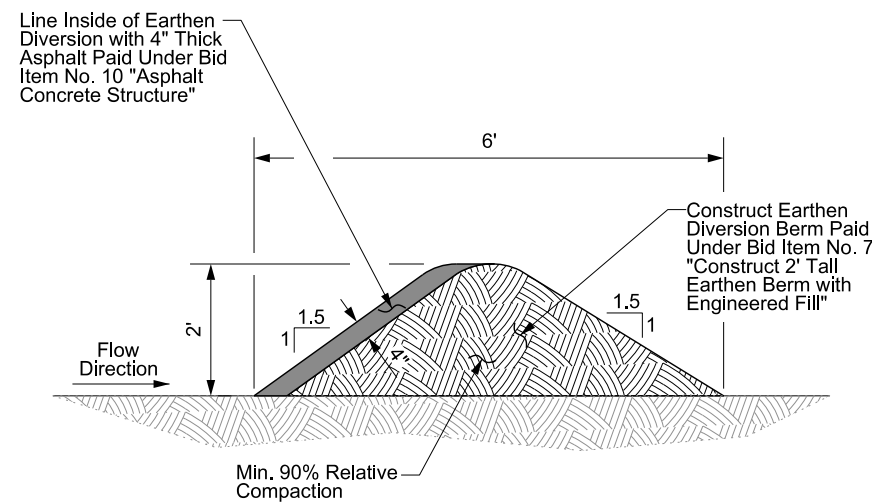
Lamb Canyon Sanitary Landfill
2023 Site Drainage Improvements
Construction Details



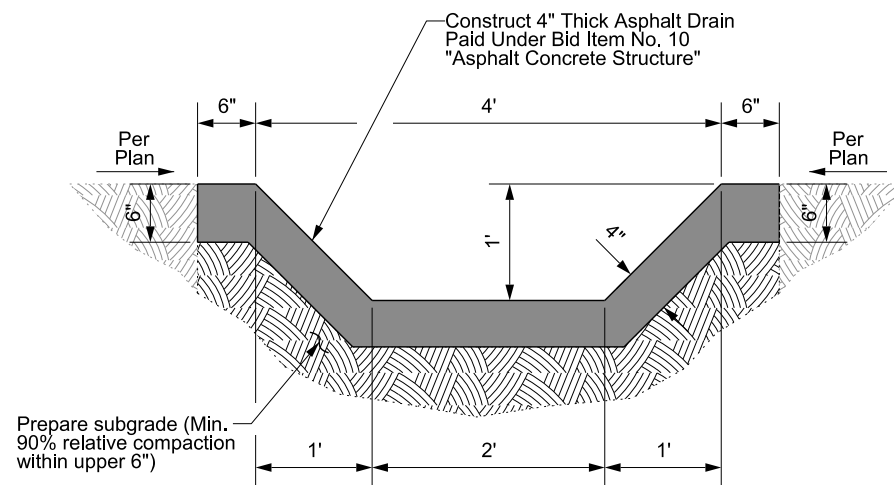
D Asphalt Drain Inlet Structure
Not To Scale



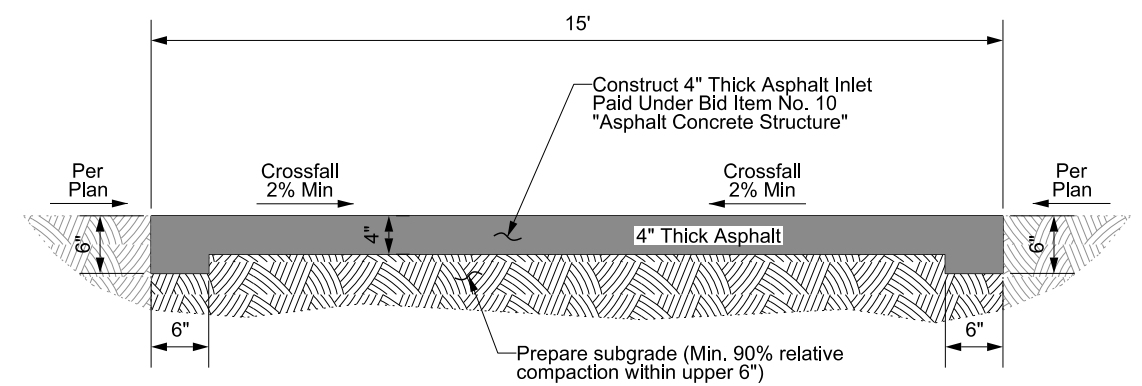
D1 2' Tall Earthen Diversion Berm
Not To Scale



D2 Asphalt Lined Diversion Berm
Not To Scale

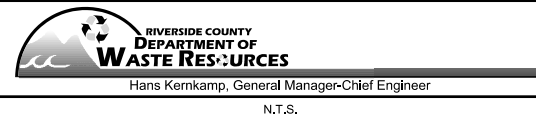


D3 Asphalt Drainage Swale
Not To Scale



D4 4" Thick Asphalt Section
Not To Scale

NO.	REVISIONS	BY	APPROVED	DATE



N.T.S.

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DRAWN BY:	EC
CHECKED BY:	EC
DRAWING DATE:	September 2022
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Lamb Canyon Sanitary Landfill
2023 Site Drainage Improvements

Construction Details

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APPENDIX D-2: PROJECT DRAWINGS – BADLANDS LANDFILL

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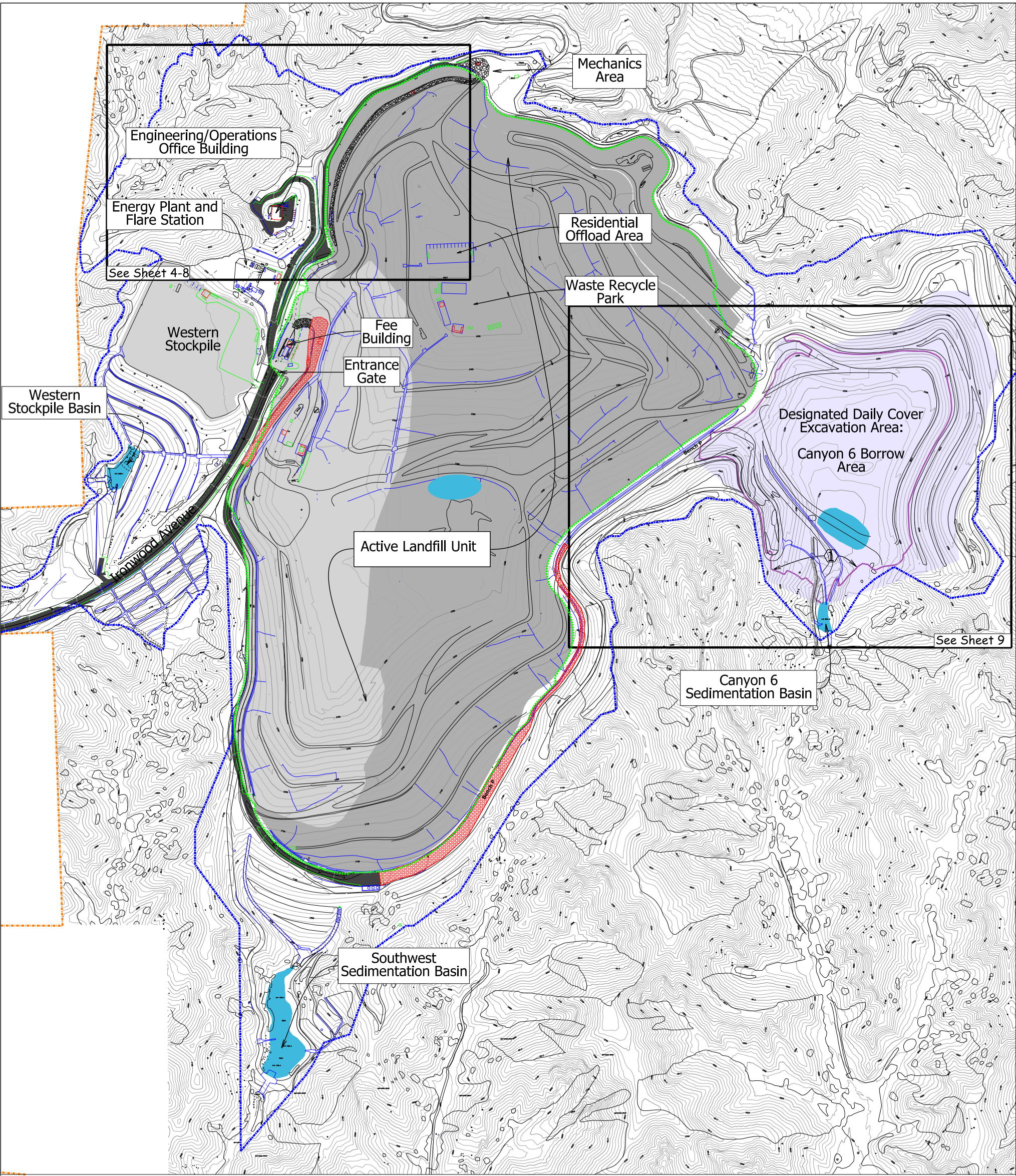
BADLANDS SANITARY LANDFILL

PROJECT DRAWINGS FOR ON-CALL SITE IMPROVEMENTS

June 2022

PREPARED BY
DEPARTMENT OF WASTE RESOURCES
HANS KERNKAMP, GENERAL MANAGER/CHIEF ENGINEER
14310 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92553
TEL. (951) 486-3200 FAX (951) 486-3205





CONSTRUCTION NOTES:

- ① Excavation of material within Canyon 6 shall take place solely within the excavation boundaries, unless otherwise directed by County personnel, and shall follow the grading design specified in Sheet 8.
- ② Placement of Engineered fill may be required anywhere within the disturbance limits.
- ③ Placement of greenwaste may be required on slopes anywhere within the disturbance limits.

Legend

- Current Contours (10 ft)
- Property Line
- Permitted Disturbance Limits (268 acres)
- Edge of Fill
- Lined Area
- Unlined Area
- Permitted Refuse Footprint (150 acres)
- Existing Concrete Hardscape
- Existing Asphalt Concrete Hardscape
- Existing Gas Header Pipe
- Existing Soil Cement Road
- Existing Access Road
- Canyon 6 Excavation Boundaries

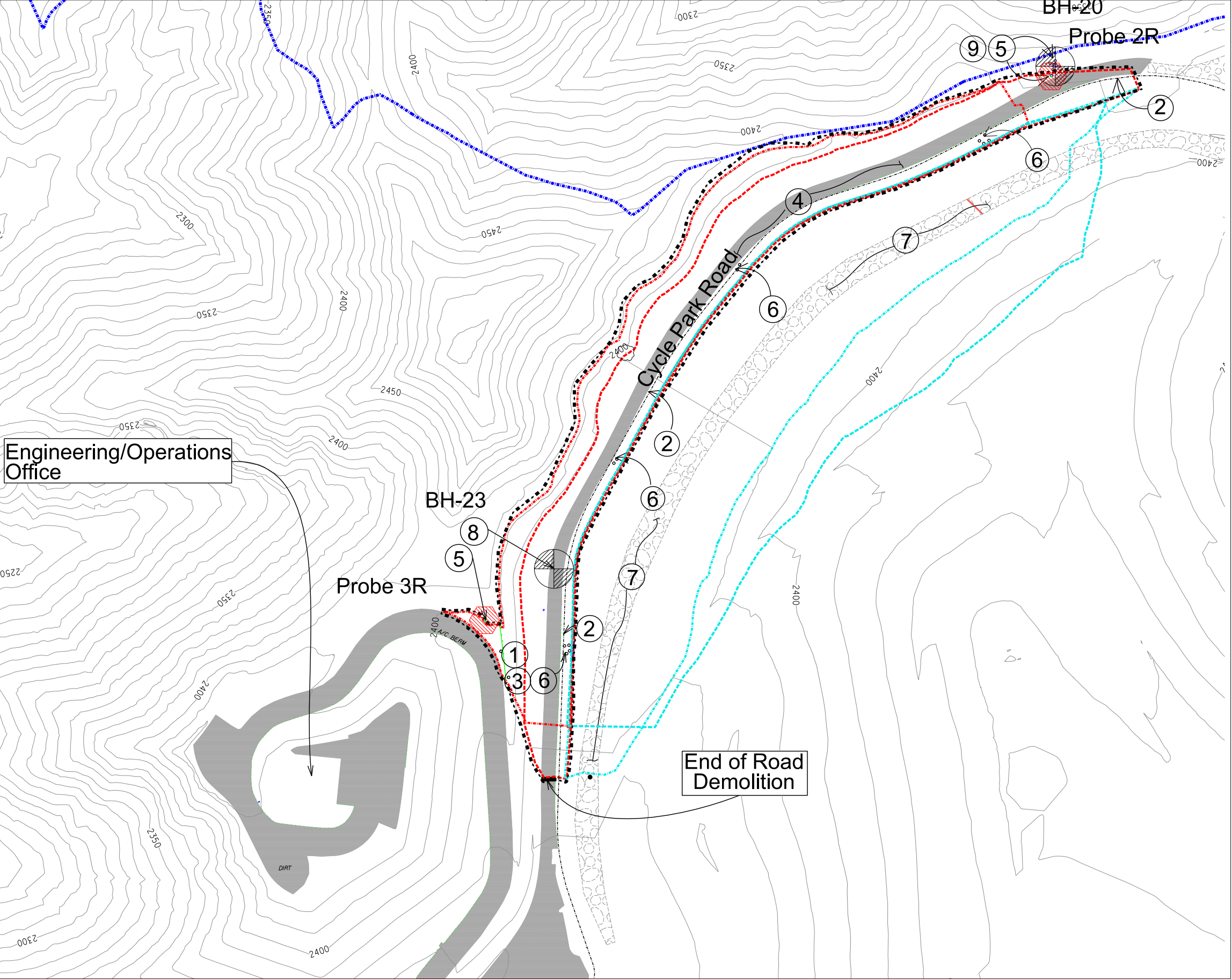


Construction Notes


- ①
- Remove, salvage, and stockpile existing guardrail materials (Total of 56 linear ft.) to the Material/ Demo Storage Area or as directed by County.
- ②
- Remove, salvage, and stockpile chain link fence materials to the Material/ Demo Storage Area or as directed by County. (Total of 920 linear ft.)
- ③
- Remove, salvage, and stockpile delineators along guardrail to the Material/Demo Storage Area or as directed by County. (Total of 2 delineators)
- ④
- Demolish, crush and remove existing asphalt road and berm to Material/Demo Storage Area or as directed by the County. (13,380 SF or 320 tons).
- ⑤
- Protect in place gas probes. Probes to be extended by Department staff.
- ⑥
- Protect in place gas wells. Wells to be extended by Department staff.
- ⑦
- Remove, salvage and stockpile Class II Base (19,500 SF or 488 tons) as directed by County.
- ⑧
- Ground Water Well BH-23 to be abandoned prior to start of project. Protect in place slurry backfill pad.
- ⑨
- Protect in place BH-20 water monitoring well.

Legend

- Phase 1 Stage 1 Trash Fill Limits
- Phase 1 Stage 2 Trash Fill Limits
- Phase 1 Stage 2 Eng'd Fill Limits
- Ground Contours (10 ft contours)
- Project Limits
- Edge of (Trash) Fill
- Gasline (Protect in Place)
- Ground Water Well (Protect in Place)
- Guardrail to be Removed
- Phase 1 Stage 2 Trash Fill Limits
- Phase 1 Stage 1 Eng'd Fill Limits
- Existing Asphalt Road
- Gas Probe (Protect in Place)
- Disturbance Limits
- Existing Class II Base
- Liner Limits
- End of Road Demolition



NO.	REVISIONS	BY	APPROVED	DATE



RIVERSIDE COUNTY
DEPARTMENT OF
WASTE RESOURCES

Hans Kernkamp, General Manager/Chief Engineer

Scale: 1" = 100'

0 50 100 150 200 250

Datum 1s mean sea level

DESIGNED BY:	CO
DRAWN BY:	CO
CHECKED BY:	MR
DRAWING DATE:	June 2022
TOPO DATE:	March 2022
PATH:	waste\GIS\Site\Badlands\Projects\
PATH:	On Call Site Improvements
PATH:	Improvements Drawings\
FILE:	On-Call Site Improvements 2021.dgn

Badlands Sanitary Landfill
On-Call Site Improvements
June 2022
Demolition Plan

Construction Notes

① Place engineered fill to design elevations and in accordance with Technical Provisions.

Estimated Engineered Fill : 21,823 CY

LEGEND

- Gasline (Protect in Place)

Existing Ground Water Well Protect Slurry Pad in Place

Existing Asphalt Road

Project Grading Limits

Gas Probe (Protect in Place)

Existing Class II Base
-
- Design Contours (2 ft contours)

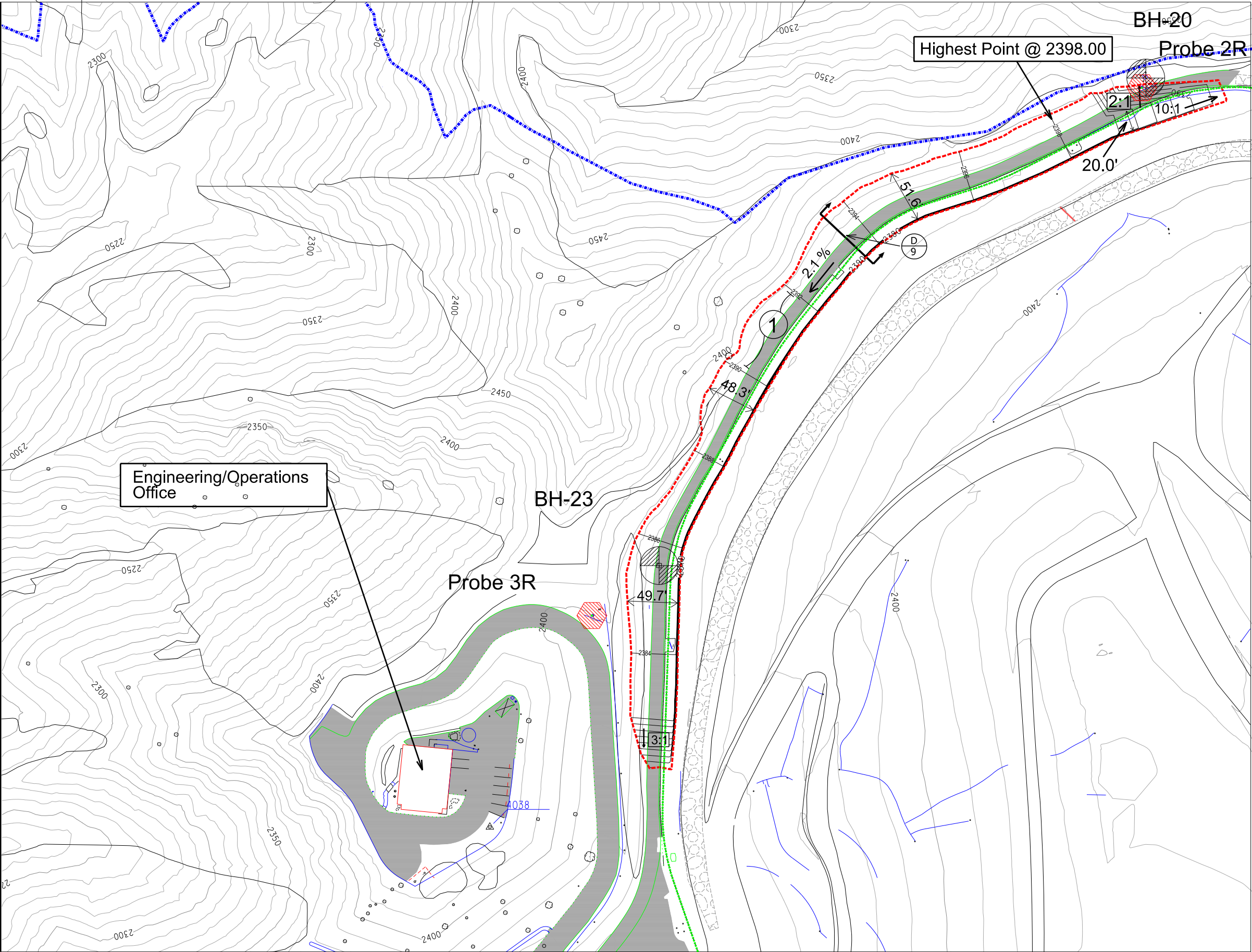
Existing Ground (10 ft contours)

Disturbance Limits

Edge of Trash Fill

Engineered Fill

Liner Limits
-



NO.	REVISIONS	BY	APPROVED	DATE

Hans Kernkamp, General Manager/Chief Engineer

Scale: 1" = 100'



Datum 1s mean sea level

DESIGNED BY:	CO
DRAWN BY:	CO
CHECKED BY:	MR/KJJ
DRAWING DATE:	June 2022
TOPO DATE:	March 2022
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Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

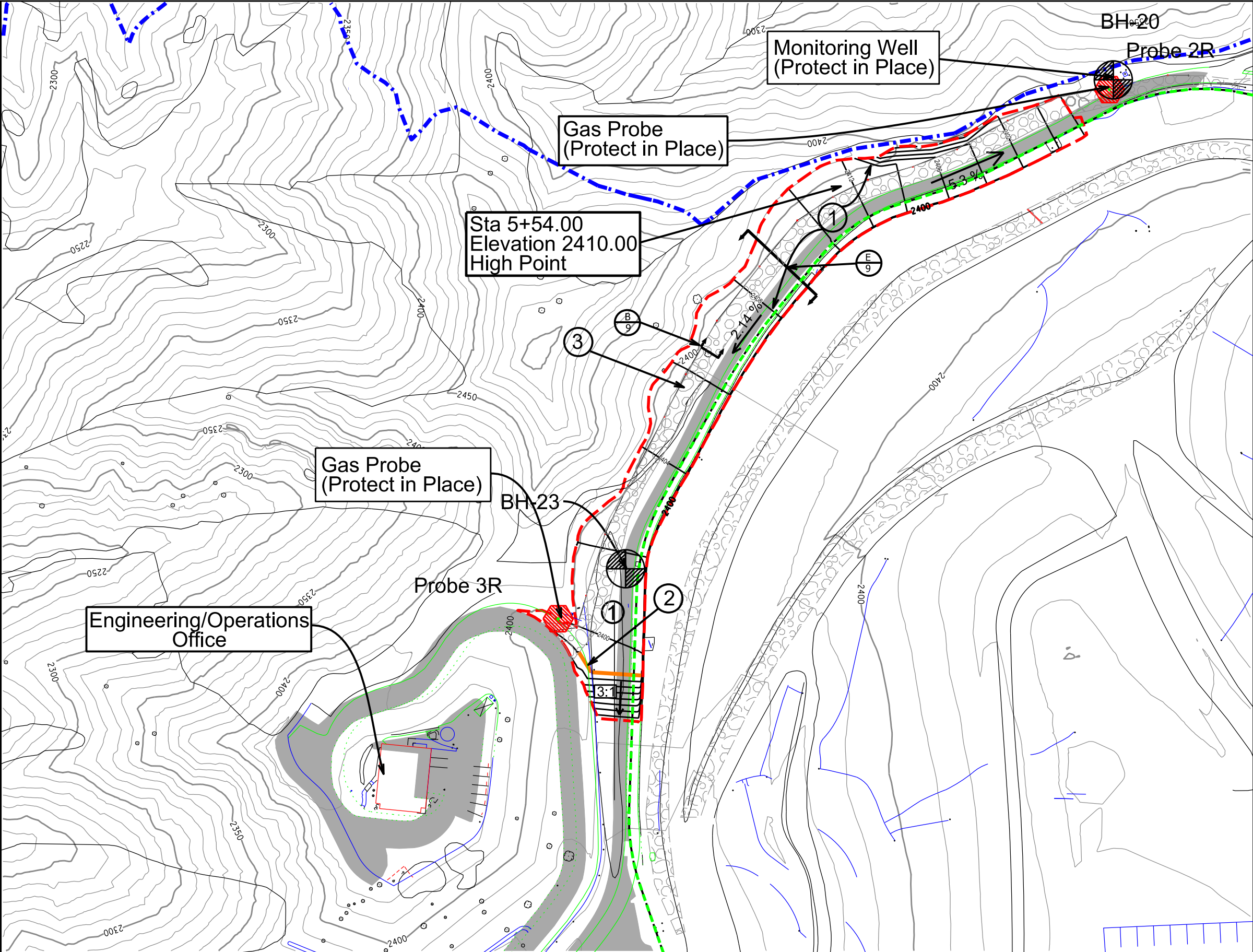
Grading Plan Phase 1 Stage 1

- Construction Notes
- ① Place engineered fill to design elevations and in accordance with Technical Provisions.
 - ② Install berm (approx. 75 LF) per detail: 
 - ③ Install Crushed Miscellaneous Base 4 inches thick (21,750 SF or 537 tons) per detail: 


Estimated Engineered Fill : 22,652 CY

LEGEND

- | | | | |
|--|---|---------------------------------|---|
| Protect in Place Gas Probe |  | Design Contours (2 ft contours) |  |
| Ground Contours after Phase 1 Stage 1 (10 ft contours) |  | Project Limits |  |
| Gasline (Protect in Place) |  | Disturbance Limits |  |
| Ground Water Well (Protect in Place) |  | Edge of Trash Fill |  |
| Existing Asphalt Road |  | Engineered Fill |  |
| Existing Class II Base |  | New CMB |  |
| Liner Limits |  | Berm |  |



NO.	REVISIONS	BY	APPROVED	DATE


Hans Kernkamp, General Manager/Chief Engineer

Scale: 1" = 100'

0 50 100 150 200 250

Datum is mean sea level

DESIGNED BY:	CO
DRAWN BY:	CO
CHECKED BY:	MR
DRAWING DATE:	June 2022
TOPO DATE:	March 2022
PATH:	waste\GIS\Site\Badlands\Projects\
PATH:	On Call Site Improvements
PATH:	Improvements Drawings\
FILE:	On-Call Site Improvements 2021.dgn



Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

Grading Plan Phase 1 Stage 2

SHEET 06 OF 14

Estimated Engineered Fill : 21,823 CY

LEGEND

Existing
Class II Base

Phase 1 Stage 1 Eng'd Fill Limits

Existing Ground
(10 ft contours)

Ground Water Well
(Protect in Place)

Gas Probe
(Protect in Place)



Disturbance Limits



Edge of Trash Fill



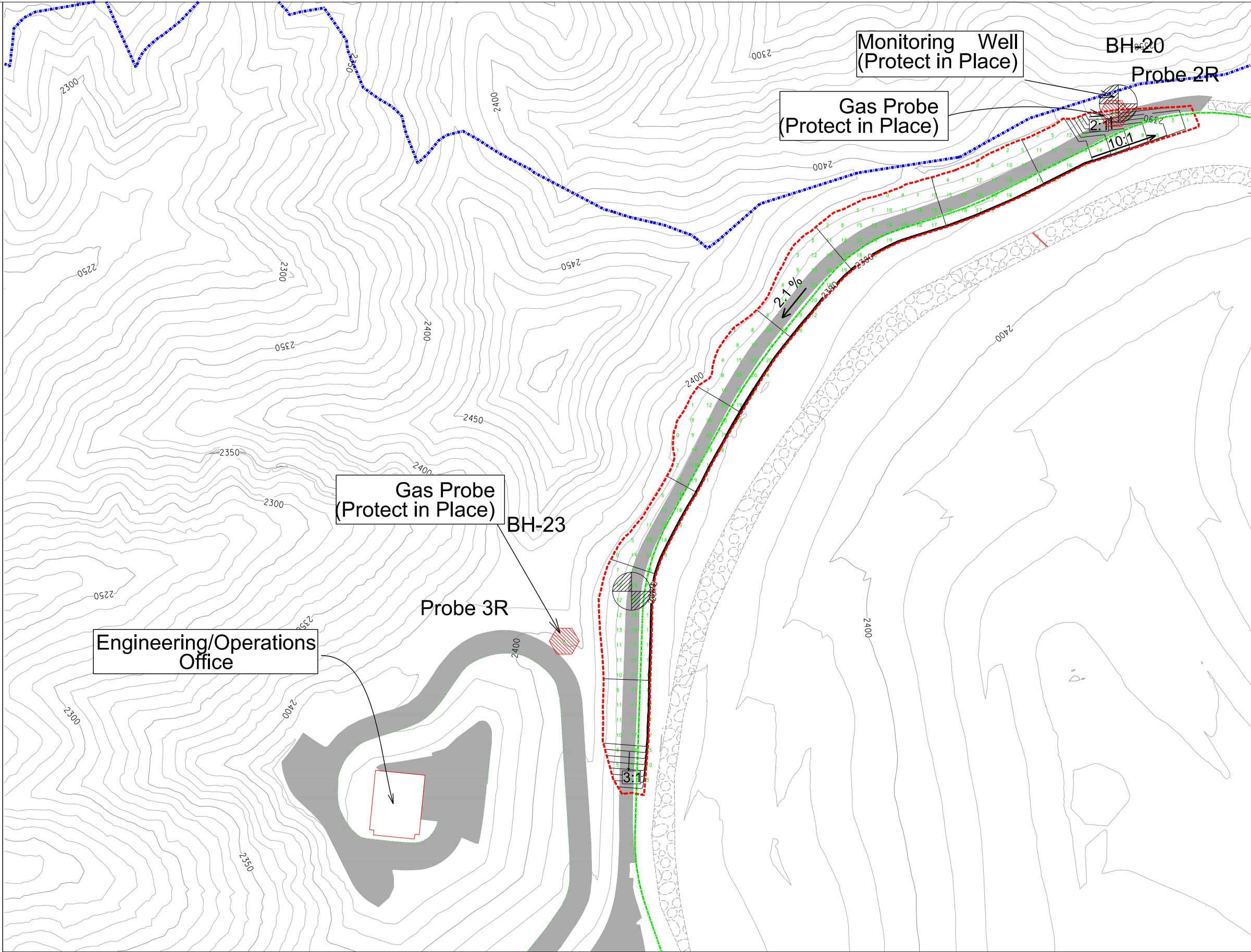
Design Contours



Engineered Fill Thickness
(Feet)

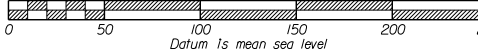
Liner Limits

Gas Lines

[illegible]

Hans Kernkamp, General Manager/Chief Engineer

Scale: 1" = 100'



DESIGNED BY:	C
DRAWN BY:	C
CHECKED BY:	MR/KJ
DRAWING DATE:	June 2021
TOPO DATE:	March 2021
PATH:	waste-16f-sol\Sites\Badlands\Projects
PATH:	On Call Site Improvements
PATH:	Improvements\Drawings
FILE:	On-Call Site Improvements 2021.dwg
















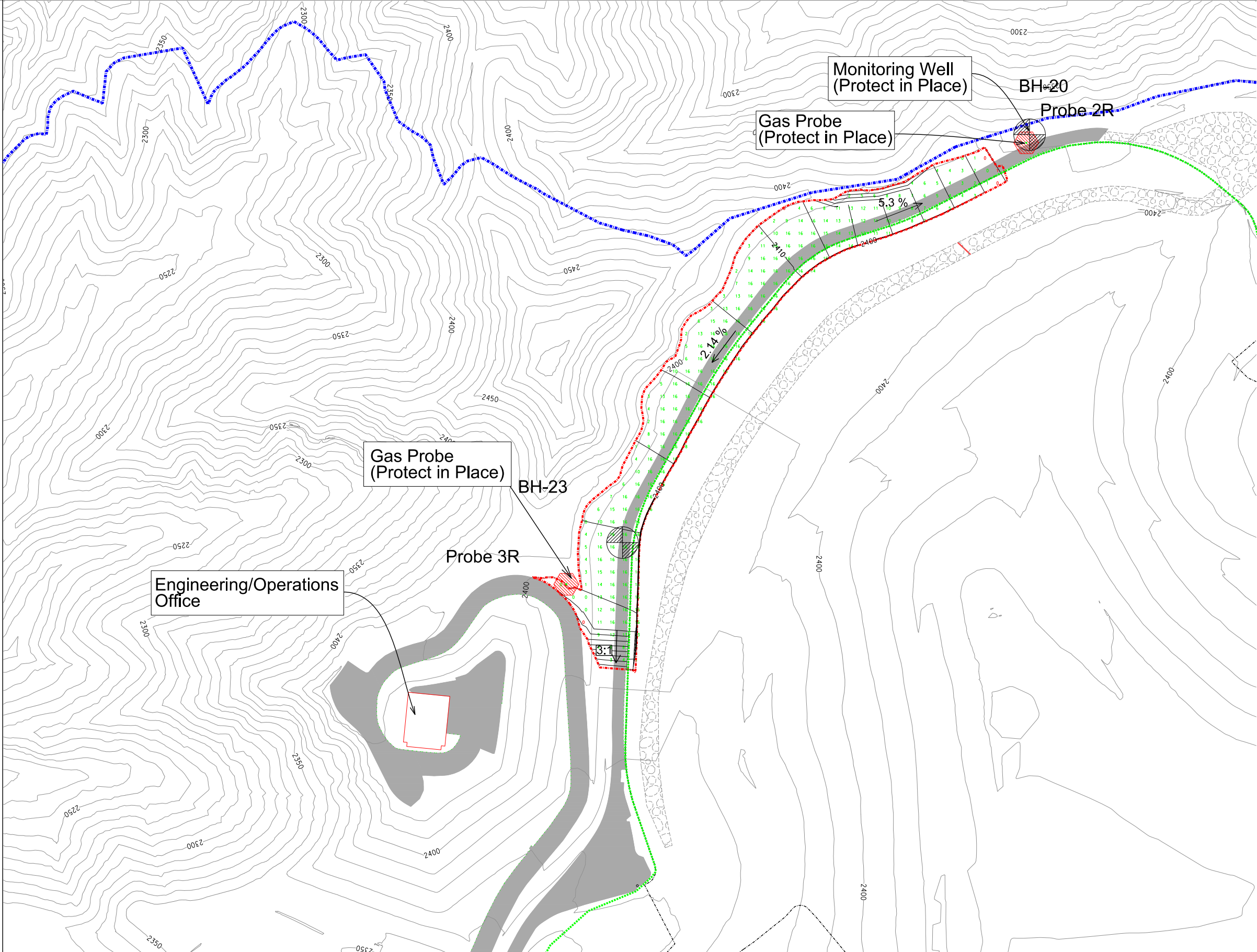
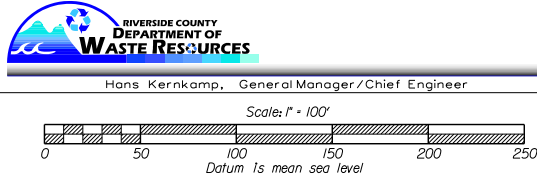
Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

Isopach Phase 1 Stage 1

Estimated Engineered Fill : 22,652 CY

Legend

- | | | | |
|--|---|---|---|
| Existing Ground Contours
(10 ft contours) |  | Phase 1 Stage 2
Engineered Fill Limits |  |
| Project Limits |  | Disturbance Limits |  |
| Edge of (Trash) Fill |  | Protect in Place
Gas Probe |  |
| Gasline (Protect in Place) |  | Existing Class II Base |  |
| Protect in Place
Ground Water Well |  | Approximate Fill Text |  |
| Existing Asphalt Road |  | Liner Limits |  |
| Design Contours
(2 ft contours) |  | | |

[illegible]

DESIGNED BY:	CO
DRAWN BY:	CO
CHECKED BY:	MR/KJJ
DRAWING DATE:	June 2022
TOPO DATE:	March 2022
PATH:	waste/6f501/Sites/Badlands/Projects
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PATH:	Improvements/Drawings
FILE:	On-Call Site Improvements 2021.dgn



Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

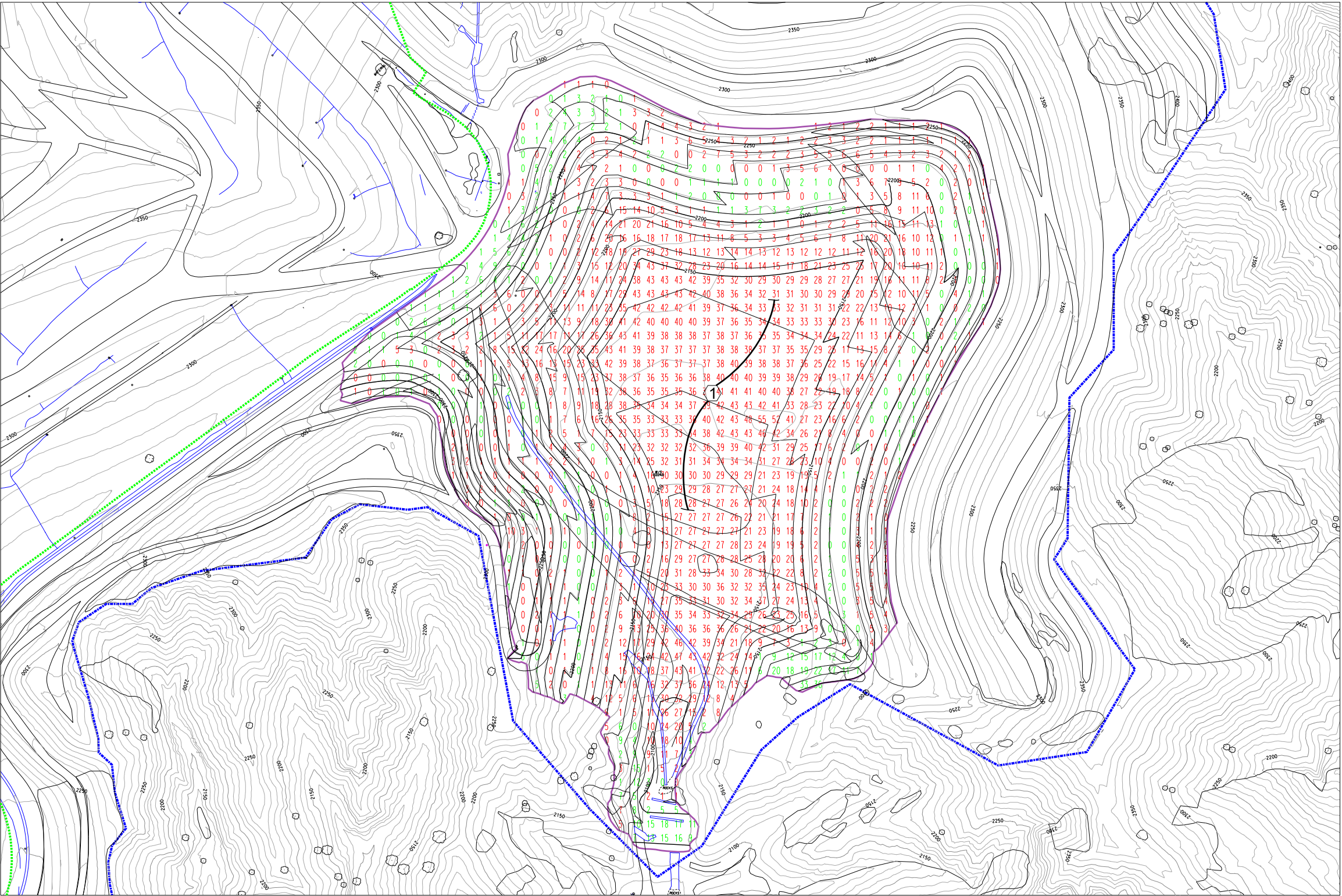
Isopach Phase 1 Stage 2

CONSTRUCTION NOTE

- ① Excavate source material from Canyon 6 borrow area per Grading Plan and as directed by the County.

Legend

- Current Contours (10 ft)
Grading Contours (10 ft)
Permitted Disturbance Limits (268 acres)
Edge of Fill
Canyon 6 Excavation Boundaries
Isopach Text - Cut (ft.)
Existing Concrete Hardscape



NO.	REVISIONS	BY	APPROVED	DATE

RIVERSIDE COUNTY
DEPARTMENT OF
WASTE RESOURCES

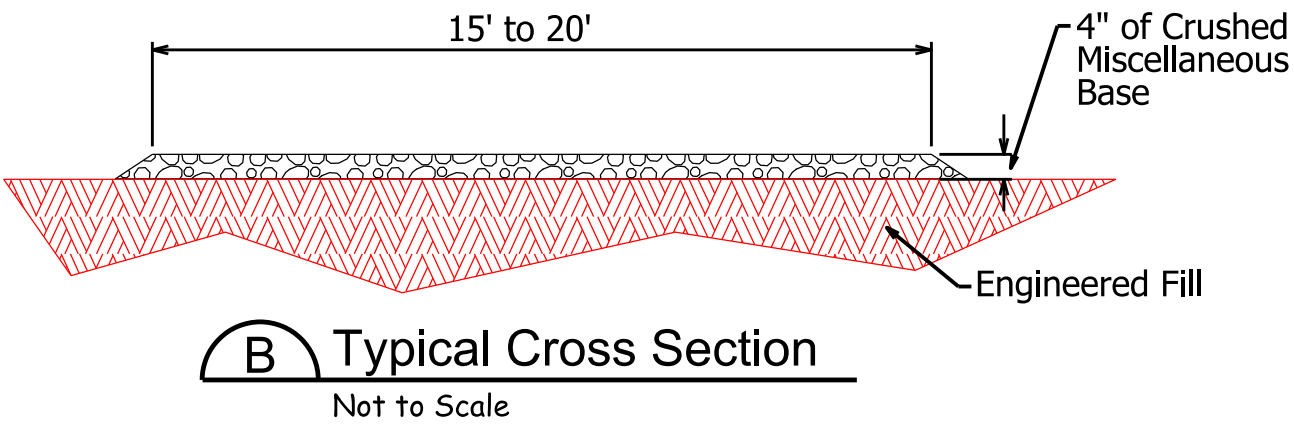
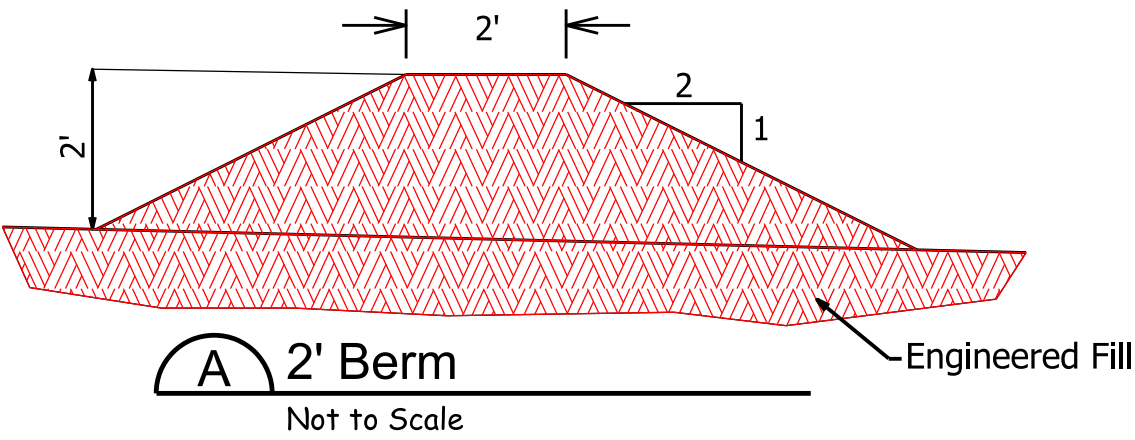
Hans Kernkamp, General Manager/Chief Engineer

Scale: 1" = 200'


Datum is mean sea level

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CHECKED BY:	MR
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FILE:	S09_Canyon6GradingPlan.dgn

Badlands Sanitary Landfill
On-Call Site Improvements
June 2022
Canyon 6 Grading Plan



NO.	REVISIONS	BY	APPROVED	DATE



RIVERSIDE COUNTY
DEPARTMENT OF
WASTE RESOURCES

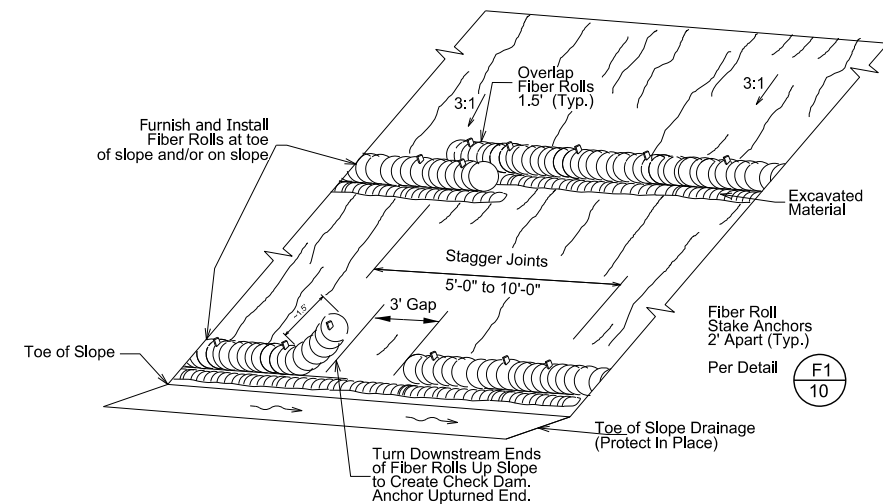
Hans Kernkamp, General Manager/Chief Engineer

NTS

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DRAWN BY:	CO
CHECKED BY:	MR/KJJ
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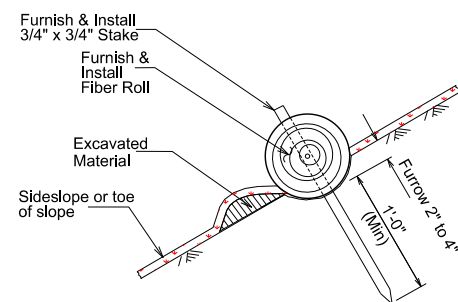
Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

Construction Details (1)



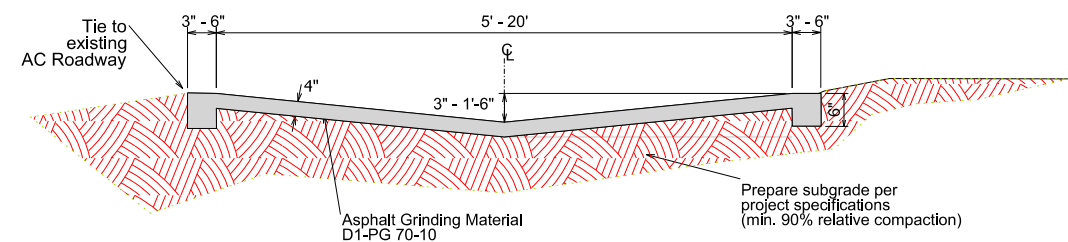
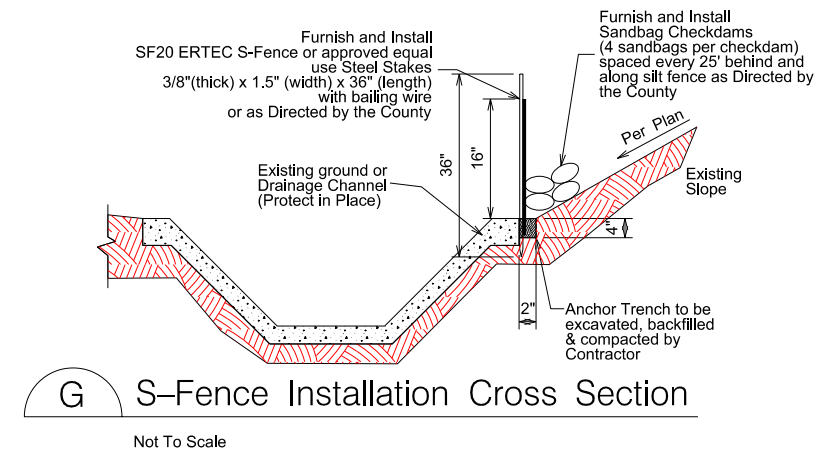
F Fiber Rolls Installation Detail

Not To Scale



F1 Fiber Roll Anchor Detail

Not To Scale



NO.	REVISIONS	BY	APPROVED	DATE

RIVERSIDE COUNTY
DEPARTMENT OF
WASTE RESOURCES

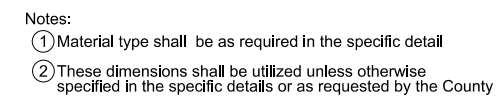
Hans Kernkamp, General Manager/Chief Engineer


NTS

DESIGNED BY:	MR/JDS
DRAWN BY:	JDS
CHECKED BY:	MR/KJJ
DRAWING DATE:	June 2022
TOPO DATE:	-
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Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

Construction Details (2)



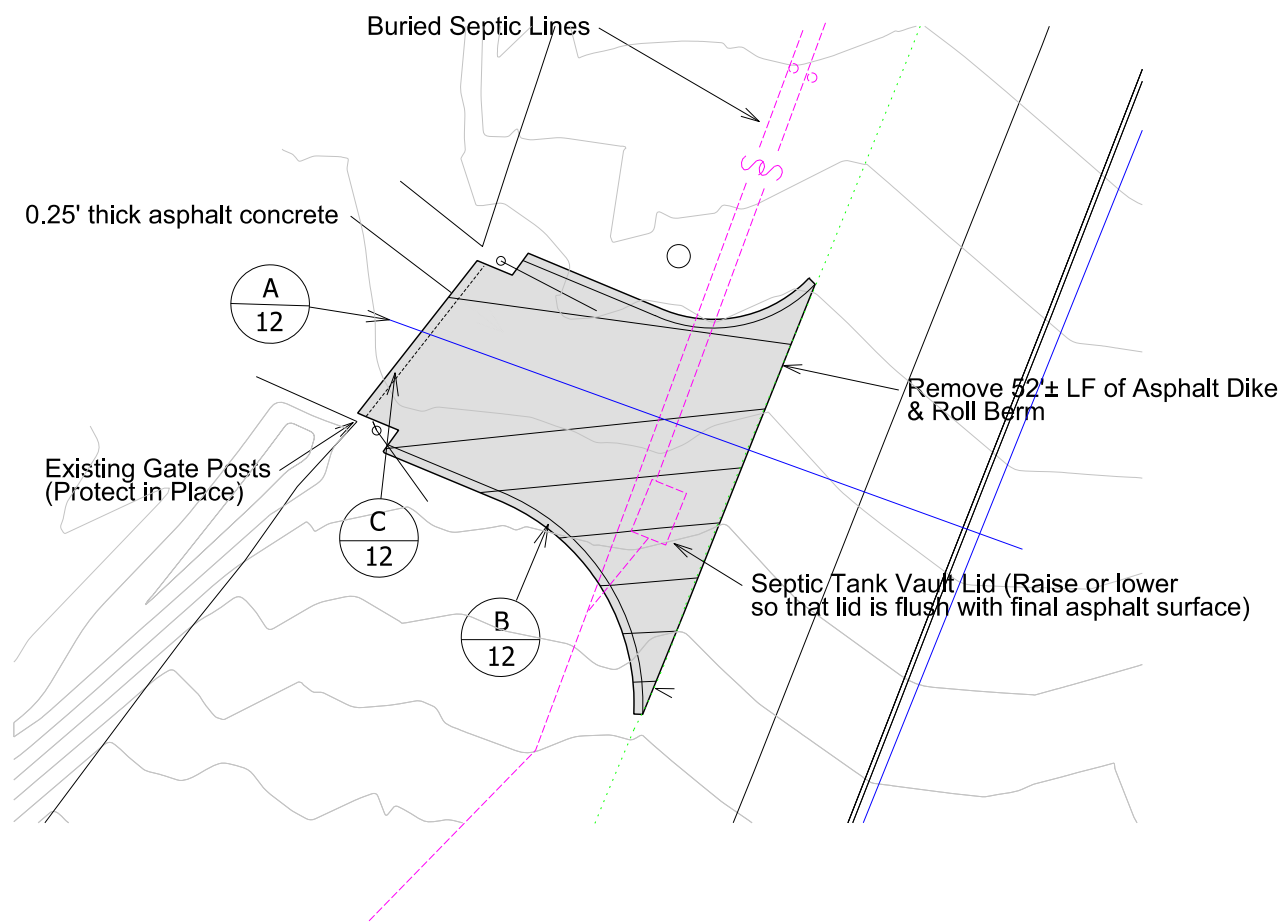
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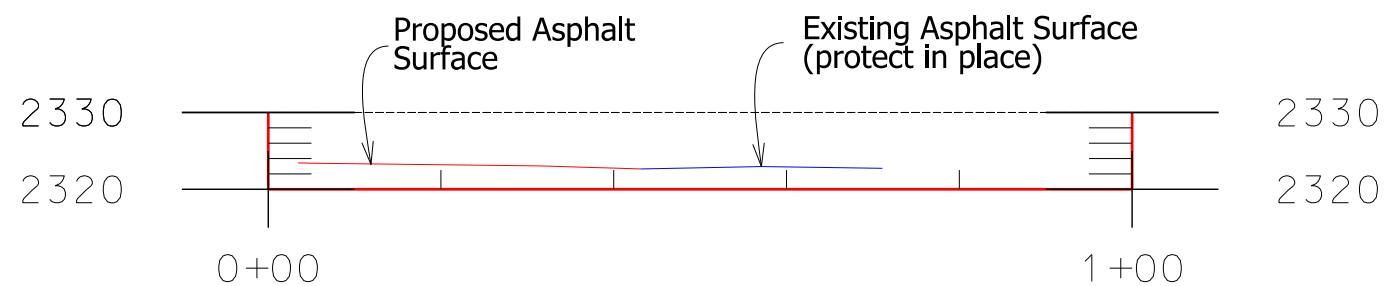
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DESIGNED BY:	MR/JDS
DRAWN BY:	JDS
CHECKED BY:	MR
DRAWING DATE:	June 2022
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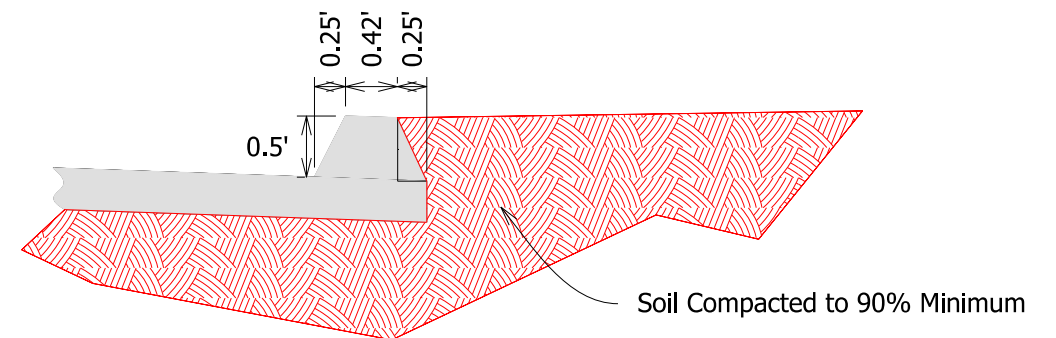
Construction Details (3)



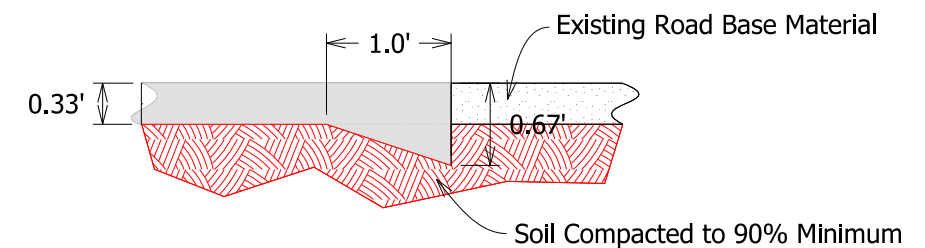
D Asphalt Drive Approach
Not to Scale



A Profile Along Asphalt Drive Approach
Not to Scale




B 6" AC Dike
Not to Scale



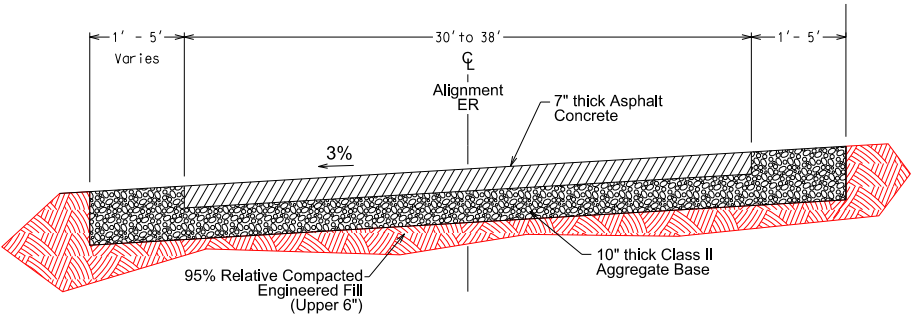
C Asphalt with Thickened Edge
Not to Scale

NO.	REVISIONS	BY	APPROVED	DATE


 Hans Kernkamp, General Manager/Chief Engineer
 NTS

DESIGNED BY:	MR/JDS
DRAWN BY:	JDS
CHECKED BY:	MR
DRAWING DATE:	June 2022
TOPO DATE:	-
PATH:	waste-16fsoh\Sites\Badlands\2022\Projects\
PATH:	On Call Site Improvements
PATH:	Improvements\Drawings\
FILE:	SI2_ConstructionDetail41.dgn

Badlands Sanitary Landfill
 On-Call Site Improvements
 June 2022
Construction Details (4)



CONSTRUCTION NOTE

- ① Sawcut and remove asphalt. Remove a minimum of 2' of subgrade refuse. Replace refuse with compacted engineered fill as directed by staff. Replace asphalt to tie into surrounding surface. Approx. 2070 sf.
- ② Work to be done during non operating hours if needed.

A A.C. Entrance Road Repairs

NO.	REVISIONS	BY	APPROVED	DATE



Hans Kernkamp, General Manager/Chief Engineer

not to scale

DESIGNED BY:	MR
DRAWN BY:	KJJ
CHECKED BY:	MR
DRAWING DATE:	June 6, 2022
TOPO DATE:	March 2022
PATH:	waste\6fs01a\Sites\Badlands\2022\Projects\
PATH:	On Call Site Improvements
PATH:	Improvements Drawings\
FILE:	On-Call Site Improvements 2021.dgn

Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

Construction Details (5)

**APPENDIX E: CONSTRUCTION
QUALITY ASSURANCE / QUALITY
CONTROL PLAN FOR THE
CONSTRUCTION OF THE NW BERM
PHASE 1**

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**CONSTRUCTION QUALITY ASSURANCE / QUALITY CONTROL PLAN
(QA/QC Plan)**

**FOR
THE CONSTRUCTION OF THE NW BERM PHASE 1 AS PART OF THE
ON-CALL SITE IMPROVEMENTS PROJECT**

**AT THE
BADLANDS SANITARY LANDFILL**

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SECTION 1 - GENERAL

1.1. INTRODUCTION

The Construction QA/QC Plan has been prepared to meet the following objectives:

- A. Provide quality control procedures and a quality assurance program, which will demonstrate that the Northwest Berm Phase 1 (NW Berm) design is properly implemented as part of the On-Call Site Improvements Project (Project) by performing monitoring and testing during construction.
- B. Provide a mechanism that allows the evaluation of design changes that occur during construction.
- C. Prepare and maintain documentation that can demonstrate the design has been implemented and the performance requirements have been met.
- D. Serve as a reference source for personnel performing and monitoring the construction activities.
- E. Establish lines of communication and responsibilities of all project personnel.

A Quality Assurance (QA) program consists of continuously overseeing the project to confirm that observations and testing procedures are being implemented by qualified personnel as planned; that procedures are in compliance with applicable regulations, standards, and project specifications and drawings; and that all work, including the final product, is appropriately documented, filed, and made readily available for review. A Quality Control (QC) program consists of selected tests and observations during construction that assist the Contractor in producing the required quality product.

Owing to the similarity of ultimate objective, QA and QC functions for construction projects are typically combined to become the Quality Assurance/Quality Control (QA/QC) Plan. This QA/QC Plan should be used in conjunction with the Plans and Special Provisions for the construction of the NW Berm as part of On-Call Project at the Badlands Sanitary Landfill in Moreno Valley, California.

The Contractor must be aware that QA/QC matters influence the Contractor's daily operations and can affect the Contractor's progress and profitability; the Contractor should therefore prepare its bid accordingly.

An independent testing laboratory will be responsible for conducting QA tests on earthen samples for engineered fill, such as, but not limited to: particle size analysis and moisture/density. The laboratory shall be independent of the County. The QA/QC tests must be conducted using a certified independent testing laboratory for soil property analyses and tests.

1.2. SUMMARY OF WORK

The NW Berm proposed for the On-Call Site Improvements Project at the Badlands Sanitary Landfill (Project) consists of the construction of a 1000' long by 36' tall earthen berm constructed in two stages. The berm for stage 1 will be approximately 20' in height. Once additional refuse and cover material is filled adjacent to the stage 1 berm, an additional 16' tall earthen berm will be placed as part of stage 2 to provide additional flatten space for landfill ancillary activities. This document details the type, procedure, and frequency of the QA/QC tests to be performed during construction of the earthwork.

Each of the above-mentioned subsystems (components) functions as an integral part of the Project, and consequently must become a finished product during construction. Thus, construction of the entire project will be performed in stages, with each portion completed prior to construction of successive or overlying portions. For this reason, it is necessary to conduct an ongoing QA/QC program during construction to verify a quality end product. Nevertheless, it is the Contractor's responsibility to complete the project in accordance with the Contract Documents; and nothing stated in this document or any testing, inspection or observation by the County or the QA/QC Consultant shall in any way relieve the Contractor of its obligations to properly construct the project in accordance with all of the Contract Documents.

This project is formatted to meet strict Federal and State Code requirements for construction of landfills as administered by the Regional Water Quality Control Board (RWQCB). RWQCB staff will be advised of any design and specification revisions.

1.3. RESPONSIBLE PARTIES

The responsible parties for the NW Berm Phase 1 as part of the On-Call Site Improvements Project at the Badlands Sanitary Landfill are identified below:

Landfill Owner/Operator:

Riverside County, Department of Waste Resources

14310 Frederick Street

Moreno Valley, California 92553

Phone: (951) 486-3200

Representative: Hans Kernkamp, P.E., General Manager-Chief Engineer

Project Manager:

Riverside County, Department of Waste Resources

14310 Frederick Street

Moreno Valley, California 92553

Phone: (951) 486-3239

Representative: Manuel Ruiz, P.E.

Resident Engineer:

Riverside County, Department of Waste Resources

14310 Frederick Street
Moreno Valley, California 92553
Phone: (951) 486-3225
Representative: Kevin Joyce, P.E.

QA/QC Consultant

[Geo-Logic Associates, Inc.]
3150 Bristol Street, Suite 210 Costa Mesa, California 92626
Phone: (714) 465-8240
Representative: Neven Matasovic

1.4. PROJECT ORGANIZATION

The principal functions of the QA/QC team are presented below:

1.4.1. Landfill Owner/Operator

The Owner or the County is the Riverside County Department of Waste Resources or an authorized County official. Work shall always be subject to acceptance by the County.

1.4.2. Contractor

The Contractor is the firm or its representatives responsible for the construction activities. Responsibilities of the Contractor include but are not limited to the following:

- ❑ Assign duties and supervise the construction crew.
- ❑ Manage the day-to-day execution of construction activities in accordance with the Contract Documents and the provisions of this plan.
- ❑ Perform required QC duties.
- ❑ Conform to federal, state, and local safety regulations pertinent to the construction work.
- ❑ Notify the QA/QC Consultant when materials are received on site so that the receiving monitoring can be performed.
- ❑ Immediately report to the County in writing any unexpected field conditions.
- ❑ Complete construction records required by this plan.

1.4.3. Project Manager

The Project Manager shall be the person working on behalf of the County having ultimate authority on the project (unless County Board or General Manager-Chief Engineer approval is required). The Project Manager will be responsible for reviewing all design and QA/QC issues that may arise during construction. The approval of the Project Manager will be required prior to any design and/or QA/QC changes.

1.4.4. Resident Engineer

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

1.4.5. QA/QC Consultant

QA/QC Consultant is a party independent from the Owner, Contractor, and the product manufacturers. The QA/QC Consultant shall have authority for QA/QC activities only and shall maintain continuous communication with the Project Manager and Resident Engineer regarding QA/QC activities. The QA/QC Consultant organization will consist of a QA/QC Manager and QA/QC Monitors. The QA/QC Manager has overall responsibility for reviewing and approving QA/QC activities and is responsible for daily direction of QA/QC Monitors and testing laboratories. The QA/QC Monitors conduct observation, sampling, testing and documentation as required by this document and as directed by the QA/QC Manager. This work shall be subject to consultation with and/or acceptance from the County.

The work to be done by the QA/QC Consultant as stated in the QA/QC Plan, or any of the other Contract Documents, shall not in any way relieve the Contractor of its own obligations or responsibilities under the Contract Documents.

Along with County staff, the QA/QC Consultant is responsible for observing, inspecting, testing, and documenting activities related during construction. The role of the QA/QC Consultant is critical to successful control and demonstration of construction procedures and required documentation. Their responsibilities include but are not limited to the following:

- ❑ Monitoring receipt of materials, and obtain required samples of incoming materials for testing.
- ❑ Perform construction monitoring and in situ tests as specified and at the frequencies required.
- ❑ Collect samples in the field for subsequent testing by on-site or off-site laboratories.
- ❑ Report non-conformance, as appropriate, to the Contractor's representatives, if correction can be made during the normal course of work.
- ❑ Report non-conformance to the County, if correction cannot be readily achieved to the satisfaction of the QA/QC Consultant, so that resolution can be accomplished by the County.
- ❑ Report to the County any activities which are adverse to overall quality and any non-conformance which are recurring, even though resolution is readily achievable.
- ❑ Document non-conformance.
- ❑ Document the construction monitoring and testing activities and prepare the as-built report.

1.4.6. QA/QC Manager

The QA/QC manager must be a registered civil engineer or certified engineering geologist as stated in Title 27 California Code of Regulations (CCR) §20324. The QA/QC Manager shall serve as the QA/QC Consultant's representative. All QA/QC functions shall be under his direct authority. Coordination, reporting, and issues related to noncompliance will be directed to the QA/QC Manager. In addition, the QA/QC Manager will communicate directly with the Project Manager in decisions related to potential design and construction changes and any problems that arise during the course of construction.

The QA/QC Manager will be responsible for overall review of observation, sampling, and testing activities for all earthwork. Specific duties will include the following:

- ❑ Review and knowledge of all Contract Documents.
- ❑ Review of Contractor submittals and design changes.
- ❑ Implementation of the QA/QC Plan, including assigning and managing all QA/QC personnel, reviewing all field reports, and providing engineering review of QA/QC-related issues.
- ❑ Serving as the representative of the QA/QC Consultant.
- ❑ Ensuring QA/QC Monitors are familiar with the site and the QA/QC requirements for the project.
- ❑ Attendance at QA/QC-related meetings, including pre-construction, progress, and special meetings, as required.
- ❑ Participate in the preparation of the As-Built Plans.
- ❑ Coordination of field-testing, sampling, and laboratory testing, and shipping of samples to laboratories.
- ❑ Review of the results of field and laboratory testing, and the preparation of appropriate recommendations.
- ❑ Review of QA/QC Monitors' daily reports and logs.
- ❑ QA/QC Manager is responsible for observations of on-site activities and/or conditions that could jeopardize the quality or function of the construction, and reporting these to the County and QA/QC Consultant.
- ❑ Observation and evaluation of cut slopes that may be impacted by geologic conditions.
- ❑ Evaluation of the quality and engineering characteristics of the subgrade or engineered fill used to support compacted engineered fill.
- ❑ Certification that the constructed earthworks conform to the requirements of the Contract Documents.
- ❑ Preparation of a weekly summary of QA/QC activities.
- ❑ QA/QC Manager is responsible to designate a Senior QA/QC Monitor to act on his behalf at the site during his absence and while operations are ongoing.
- ❑ Preparation of the final as-built report on the construction of the project.

1.4.7. QA/QC Monitors

The duties of the QA/QC Monitors include monitoring, testing, logging, and documenting all construction operations.

The QA/QC Monitors shall observe and document earthwork to establish that construction is carried out in conformance with the Contract Documents. Their duties will include (but are not necessarily limited to) the following tasks:

- ❑ Verification of preparation and condition of subgrade, including placement of engineered fill.
- ❑ Verification that engineered fill is derived from approved sources.
- ❑ Visual confirmations that the physical material properties are consistent with the Contract Documents.
- ❑ Identification and reporting of deleterious materials or other deficiencies in soil, aggregate base and taking action to prevent such materials from being incorporated within compacted engineered fill, construction materials or permeable layers of the project.
- ❑ Verification of lift thickness of compacted earthen materials.
- ❑ Verifications that proper moisture conditioning and mixing are performed to achieve uniformity of material and compaction requirements.
- ❑ Verifications that oversize material is removed from the native soil or the permeable materials, and that clods are broken down to maximum sizes in accordance with the Contract Documents.
- ❑ Monitoring construction of the protective soil layer during the contract duration.
- ❑ Observation of uniformity and coverage of compaction equipment, especially at edges and turnaround areas.
- ❑ Observation of existing engineered fill at the beginning of each day, and establishment of requirements for wetting, drying, and/or processing prior to placing additional materials.
- ❑ Recovery of samples for laboratory testing.
- ❑ Performing field density tests at the minimum frequencies noted herein, or at any time that a deficiency is suspected.
- ❑ Verification that the field density and grain size of compacted engineered fill and aggregate base are in conformance with the Contract Documents and this QA/QC Plan, which will include retests of any previously failed areas.

1.4.8. Surveying

1.4.8.1. Contractor's Surveyors

The responsibilities of the Contractor's Surveyor include the following functions:

- ❑ Protection of all primary control points set by the County; any required replacement of these points, due to Contractor negligence, shall be at the Contractor's expense.
- ❑ Provision of elevation checks to assure that slopes, elevations, grades, and alignments adhere to the Contract Documents.
- ❑ Strict control of the line and grade of subgrade during earthwork operations.

- ❑ Establishment of secondary control points within the area of work for monitoring of construction progress.
- ❑ Completion of As-Built Plan(s) of the constructed surfaces.
- ❑ Placement of cut/fill stakes on slopes, stakes at all pad-slope and slope-bench transitions, and stakes on the perimeters of the earthwork layers.
- ❑ Provision for horizontal and vertical location of reference points for geotechnical field testing and sampling.
- ❑ Remove all stakes and properly repair all resulting holes in the completed earthwork layers.
- ❑ Completion of As-built surveying for the project finished grades.
- ❑ Responsibility to immediately report in writing any errors, discrepancies, or omissions that could lead to inaccurate control point placement to the Resident Engineer for interpretation or correction prior to proceeding with that portion of work.

1.4.8.2. County Surveyors

The responsibilities of the County Surveyor include the following functions:

- ❑ Establishment of primary control points on firm ground, outside the limits of the work, to be used throughout the construction period.
- ❑ Verification of the Contractor's work as the County deems appropriate.
- ❑ Performance of periodic field surveys to provide a basis for progress payments and for evaluating and documenting that the thickness and position of the earthen layers are consistent with the Contract Documents.

1.4.9. Meetings

Communication between project participants is crucial and includes the exchange of information that allows required reporting and work to proceed. Communications in the form of construction documents, monitoring results, test results, and daily logs must be timely so that reviews and evaluation of construction activities can take place.

In order to assure a high degree of quality during construction, close coordination between County, QA/QC Consultant, Contractor, and subcontractor(s) is essential. To assist in achieving this objective, the following meetings will be held:

1.4.9.1. Pre-Construction Meeting

Before construction begins, a pre-construction meeting will be held and led by the Project Manager. Attendance at the meeting should include: the County's Resident Engineer, QA/QC Consultant, the Contractor's project manager and other representatives such as superintendents and foremen. Representatives of the regulatory agencies may be invited to attend the meeting. Meeting notes shall be

prepared by the County and maintained in the on-site records system. Subcontractor personnel shall attend the meeting as appropriate to their scope of work.

Specific items to be considered at this meeting include but are not necessarily limited to the following:

- ❑ Distribute relevant documents to all parties.
- ❑ Review of the responsibilities of each party.
- ❑ Review of lines of authority and communication.
- ❑ Review of work area security and safety protocol.
- ❑ Review of methods for documenting and reporting, distributing and filing documents and reports, and processing of shop drawing submittals.
- ❑ Review of proposed methods of construction.
- ❑ Review procedure for change orders.
- ❑ Review procedure for applications for progress payments and processing.
- ❑ Establish procedures for correcting and documenting construction deficiencies.
- ❑ Review of the project schedule.
- ❑ Conducting of a site inspection to discuss work areas, stockpile areas (off the landfill), storage areas, access roads, haul roads, and related items.
- ❑ Agree on a specific date and time for weekly progress meetings.

The County will document the meeting, and minutes will be distributed to all parties and to the RWQCB. Additions or corrections to minutes shall be submitted within five working days of receipt.

1.4.9.2. Quality Resolution Meeting

The County, Contractor, and the QA/QC Consultant may request a special meeting to discuss activities that adversely affect construction quality and to provide resolution. It is intended that this meeting may be called to discuss quality problems which cannot be readily resolved and/or which are ongoing or recurring. The County will have the authority to schedule such a meeting given 24 hour notice to both the Contractor and QA/QC Consultant.

The meeting should:

- ❑ Define and discuss the quality-related problem.
- ❑ Review possible solutions.
- ❑ Implement a plan to resolve the quality-related problem.

The Resident Engineer will document the meeting and minutes will be distributed to all parties. Additions or corrections to minutes shall be submitted within five working days of receipt.

1.4.10. Documentation and Record Keeping

To provide evidence of satisfactory work performance, several types of records shall be collected by the QA/QC consultant as outlined below.

1.4.10.1. General

The QA/QC Consultant shall document that the QA/QC requirements described in the specifications and this plan have been addressed and satisfied. To provide evidence of satisfactory work performance, all stages of construction shall be documented.

Documentation shall consist of daily reports, construction problem reports, photographs, design and specification revisions, weekly progress reports, and a final report of the as-built product, supplemented by documentation from all material manufacturers and suppliers. This documentation may include items such as copies of manufacturer and supplier specification sheets, certification sheets, shop drawings, transportation tickets, and any other pertinent documents. The information shall be recorded on standardized forms.

1.4.10.2. Daily Reports

The purpose of daily record keeping is to record construction activities, including results of continuous visual observations, laboratory/field test data, repairs, problems, and solutions. The daily record keeping will include a daily field activity log and a daily test summary report, as discussed below.

The daily record keeping shall include a daily field observation report, a daily test summary report, a summary of daily meetings with the Contractor and construction problem reports. These separate reports may be combined into a single report covering the required area prepared daily by the QA/QC consultant.

Daily reports by the QA/QC Consultant must be submitted to the County no later than 10:00 AM of the following working day. This is required to meet RWQCB daily report submittal no later than 12:00 PM.

1.4.10.2.1. Daily Field Observation Reports

The QA/QC Monitor(s) shall keep a daily field observation report of project activities which will document general observations.

1.4.10.2.2. Daily Test Summary Report

A daily Test Summary Report of the field and laboratory tests for the QA/QC of the earthwork, geosynthetic, and other miscellaneous construction activities will be prepared. The Daily Test Summary Report will include:

- ❑ Locations and results of all field and laboratory tests with comments regarding the pass and/or fail status.
- ❑ Results of all retests for failed tests with remarks showing the corrective action before the retest. If retest also shows rejection, final corrective action shall be noted.

1.4.10.2.3. Summary of Daily Meetings

A summary of daily meetings with the Contractor, when applicable, shall be prepared and include the following:

- ❑ Date.
- ❑ Project name and location.
- ❑ Names of parties attending.
- ❑ Scheduled activities.
- ❑ Items discussed.
- ❑ Signatures.

1.4.10.2.4. Construction Problem Reports

These reports identify and document construction problems and solutions. They are intended to document problems involving significant rework, and are not intended to document problems that are easily corrected, unless the problems are recurring. Each report shall include:

- ❑ A detailed description of the problem.
- ❑ The location and cause of the problem.
- ❑ How the problem was identified.
- ❑ A solution to the problem.
- ❑ Personnel involved.
- ❑ Signatures of the QA/QC Monitor, Resident Engineer, and Contractor, as appropriate.

The results of equipment calibration, laboratory analysis, daily field activity logs, daily test summaries, and internal memoranda can be used as portions of the nonconformance report.

1.4.10.2.5. Weekly Progress Reports

The QA/QC Consultant shall prepare a weekly progress report. This weekly progress report shall summarize the work activities, deficiencies, and corrective actions implemented. It shall also summarize the QA/QC test results.

1.4.10.3. Photographs

The QA/QC Monitor shall prepare a photographic record as part of the construction control activities.

1.4.10.4. Design and Specification Revisions

If revision to the Contract Documents is required during construction, the QA/QC Consultant shall immediately notify the Project Manager. Revisions to the Contract Documents shall become official only after written acceptance by the County.

1.4.10.5. As-Built Plans

As the work is completed, the Contractor shall prepare final As-Built Plans and the QA/QC Consultant shall prepare a report. The As-Built Plans and the report shall be submitted by the Contractor and the QA/QC Consultant, respectively, to the County.

In preparation for compiling the final As-Built Plans, interim as-built plans shall be updated daily by the Contractor under the direction of the QA/QC Consultant and the Resident Engineer, and by utilizing the records prepared by the Contractor's Surveyors. The As-Built Plans shall be to scale and show the location and elevation, where applicable, of all materials used in construction.

The final report by the QA/QC Consultant shall include a summary of field and laboratory test results; and photographs showing and narrative describing typical construction conditions and procedures used throughout the entire duration of the project.

1.4.10.6. Final Construction Report

At completion of the work, the QA/QC Consultant shall submit a final construction report to the County. RWQCB staff must review and approve the final construction report prior to refuse placement. The QA/QC consultant is expected to submit the final construction report within one week of construction completion in order not to delay the refuse placement in the new cell.

END OF SECTION

SECTION 2 - EARTHWORK

2.1. ENGINEERED FILL CONSTRUCTION

2.1.1. General

The following earthwork requirements are the minimum requirements applicable to the Contractor's earthwork operations used in the construction of this project. The Contractor must strictly comply with these requirements.

- a. The materials used or placed to construct the required earthwork in the project must meet or exceed the criteria indicated in this QA/QC Plan and the other Contract Documents. The Contractor shall be solely responsible for the completion of the earthwork in strict accordance with the requirements.
- b. Unless otherwise stated in the Contract Documents, equipment used in the excavation, transport, processing, installation and compaction of the materials used in construction of the earthwork part in this project shall be standard of practice grading machinery of known specifications suitable for performing this type of landfill expansion work in a timely, proper, and efficient manner.
- c. Clearing, grubbing, stripping and site preparation for the project shall be accomplished to the satisfaction of the QA/QC Consultant and the County.
- d. Material considered by the QA/QC Consultant to be unsuitable shall be removed and stored as directed by the County. Materials incorporated as part of compacted engineered fill must be inspected and the QA/QC Consultant and County representative must observe placement.
- e. Engineered fill shall be placed to achieve final design grades and elevations, and to establish subgrade. Generally, on-site soil obtained from within project grading limits may be used for the construction of the compacted engineered fill. Processing may be needed to bring on-site soils into compliance with the project specifications. QC procedures for these materials will include visual verification that the materials do not include organic matter, oversize particles, or other deleterious or unsuitable materials prior to use. Particle size below the top two (2) feet of engineered fill shall not exceed six (6) inches within the Project Grading Limits.
- f. The ground surface to receive engineered fill shall be prepared to the satisfaction of the QA/QC Consultant and the County; and the engineered fill shall be prepared, placed, spread, mixed, watered and compacted in strict accordance with this QA/QC Plan, Special Provisions, and the other Contract Documents.
- g. Prior to the start of engineered fill work, the existing soils on the ground surface

shall be scarified, disked or bladed to a depth of twelve (12) inches in areas of proposed asphalt concrete roads and six (6) inches elsewhere until the soils are uniform and free from uneven features which may prevent uniform compaction. The scarified ground surface shall then be compacted to a minimum of 90 percent of the maximum dry density as determined by ASTM D1557 and 95 percent for fills greater than 30 feet in depth in areas of proposed aggregate base roads. If the scarified depth is greater than 12 inches, the excess shall be removed and placed in lifts of six to eight inches in thickness. Prior to placement of engineered fill, the ground surface to receive engineered fill shall be inspected and accepted by the County and QA/QC Consultant.

- h. Suitable and sufficient hauling, processing, grading and compaction equipment shall be continuously utilized to handle the amount of engineered fill being generated and placed. Excavation or import equipment shall be shut down temporarily in order to allow time for proper preparation, placement, and/or compaction of engineered fill material. Sufficient watering apparatus shall be provided by the Contractor with due consideration to the type of engineered fill material, rate of placement, and time of year.
- i. Engineered fill material within the Project limits shall be moisture conditioned to Optimum Moisture Content (OMC) range between $\pm 2\%$ of OMC (or as determined by the QA/QC Consultant) and compacted to a minimum of 90 percent of the maximum dry density, as determined by ASTM D1557.
- j. The Contractor shall place engineered fill material only in thin lifts with an uncompacted thickness of no greater than eight (8) inches. Thickness of compacted lifts shall not exceed six (6) inches. Each layer shall be spread evenly, thoroughly mixed, and compacted to obtain a near uniform condition in each layer. In areas of excess lift thickness, the Contractor prior to construction of additional lifts must complete re-grading of the surface to the maximum lift thickness.
- k. As determined by the QA/QC Consultant, engineered fill over natural slopes shall be properly keyed into rock or firm material. All transitions shall be stripped of all loose soils prior to placing engineered fill. Engineered fill material within the Project limits for the construction of the permanent Termination fill shall be properly keyed in into the subgrade, with minimal keying depth along the toe of engineered fill slope of 5 ft. and a minimum of 15 feet in width.
- l. Where work is interrupted by heavy rains, engineered fill operations shall not be resumed until observations and field tests by the QA/QC Consultant or County indicate in-place fills and/or materials intended for placement are within the limits specified in the Contract Documents.

2.1.2. Testing & Observation

Construction of all earthworks shall be performed strictly in accordance with the Contract Documents and the QA/QC Plan. Construction shall be continuously observed, routinely sampled, and tested by the QA/QC Consultant to confirm compliance with all applicable requirements.

The testing frequency stated in the following table is a minimum. Additional tests will be conducted by the QA/QC Consultant to retest previously failed areas and at any time that, in the opinion of the QA/QC Consultant, additional testing is required and/or a deficiency is suspected. At the discretion of the QA/QC Consultant, retest of previously failed areas will be performed after sufficient re-working of such areas, to warrant a retest, has been performed by the Contractor. Following re-working of a previously failed area, the QA/QC Consultant will perform retests to verify that the requirements of the Contract Documents are satisfied.

Material properties testing of the soils used as engineered fill shall consist of laboratory moisture-density tests in accordance with ASTM D1557. This test shall be conducted when the material changes, based on visual observation of the soils, and/or based on in-place density test results of the compacted fill.

Laboratory and field-testing of engineered fill material shall be performed at the frequency specified in the following table:

TEST	TEST DESIGNATION	TEST FREQUENCY	Project Minimum Value
Field Testing			
In-place moisture/density (nuclear)	ASTM D6938 or ASTM D2937	Every 1,000 cubic yards; a minimum of two per day or 5 per acre per lift; whichever comes first	90% or 95% of Maximum Dry Density; -2% OMC to +2% of OMC
In-place density and moisture content (sand cone)	ASTM D1556 and ASTM D4643	One per every 5,000 cubic yards; or every 5 th nuclear test	90% or 95% of Maximum Dry Density; - 2% OMC to +2% of OMC
Visual Soil Classification	ASTM D2488	Continuous	---
Laboratory Testing			
Moisture Density Relationship	ASTM D1557	One per every 15,000 cubic yards; or change of Material	---

2.2. COUNTY ACCEPTANCE

The Contractor shall retain full responsibility for all earthwork until formal final acceptance by the County. Conditions for formal final earthwork acceptance (by the County) shall include but not be limited to the following:

- A. The construction of the NW Berm is properly finished and summarized in writing by the QA/QC Consultant.
- B. All required laboratory tests have been completed and summarized in writing by the QA/QC Consultant.
- C. All record drawings to be used in the drafting of the final As-Built Plans have been completed.
- D. All documentation concerning the earthwork is received from the QA/QC Consultant and Contractor and is accepted by the County.

END OF SECTION

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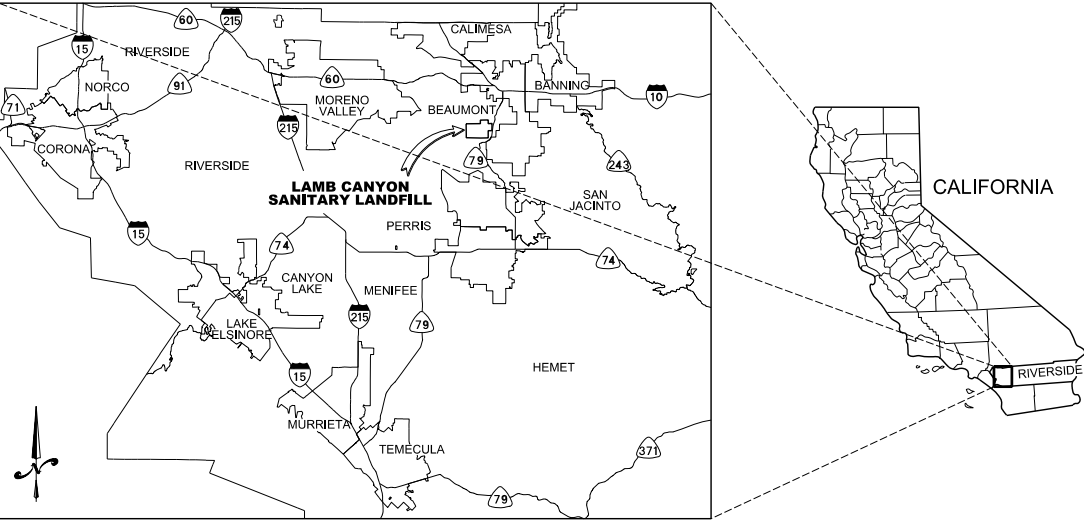
LAMB CANYON SANITARY LANDFILL

CONSTRUCTION PLANS FOR DAILY COVER EXCAVATION & ON-CALL SITE IMPROVEMENTS

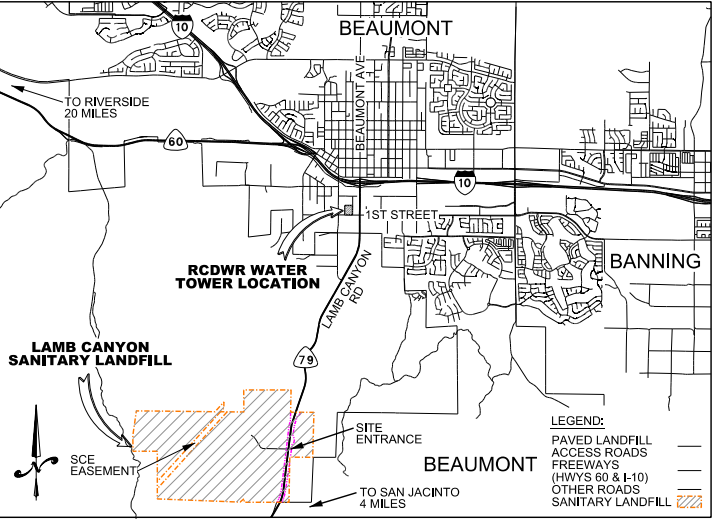
NOVEMBER 2022

PREPARED BY
DEPARTMENT OF WASTE RESOURCES
HANS KERNKAMP, GENERAL MANAGER/CHIEF ENGINEER
14310 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92553
TEL. (951) 486-3200 FAX (951) 486-3205





LOCATION MAP:
N.T.S.



VICINITY MAP:
N.T.S.

LEGEND:

- Landfill footprint (lined)
- Landfill footprint (unlined)
- Topo Contours
Dec 2021 (areial) &
Dec 2022 (topo)
- Property line
- Landfill Operations
Permit Limit
- Earthen Diversion Berm
- 25' Litter Fence
- Grade break
- Gradient & Direction
- Flow Line / Flow Direction
- Gas probe
(protect in place)
- Ground water well
(protect in place)
- Existing landfill gas
collection system
(protect in place)
- Paved Surface
- Slope
- Existing surveying
control points
(protect in place)
- Existing access road
- Gas line (above ground)
- Gas line (buried)
- K-Rail
- Welded Wire Fabric

ABBREVIATIONS:

- AB Aggregate Base
- AC Asphalt Concrete
- APPROX. Approximate
- BC Begin Curve
- C Cut
- CL or CL Center Line
- CMB Crushed Miscellaneous Base
- CMP Corrugated Metal Pipe
- CO Clean out
- DIA Diameter
- E Easting
- EC End Curve
- EL Elevation
- EOP Edge of Pavement
- Exist. Existing
- F Fill
- FL or FL Flow Line
- GB Grade Break
- Hor. Horizontal
- HP High Point
- ID Inside Diameter
- INV Invert
- L Length
- LDPE Low Density Polyethylene
- LF Linear Feet
- N Northing
- NAD North American Datum
- NTS Not To Scale
- PI Point of Intersection
- POC Point on Curve
- PL or PL Property Line
- PVI Point of Vertical Intersection
- R Radius
- RC Reinforced Concrete
- RCDWR Riverside County Department
of Waste Resources
- RCE Registered Civil Engineer
- RCFC Riverside County Flood Control
- STA Station
- TOE Toe of Slope
- TS Top of Slope
- TYP Typical
- Vert. Vertical
- WRP Waste Recycle Park

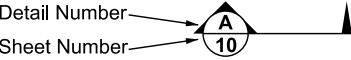
INDEX OF DRAWINGS

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1	LC_2022_Site_Improvements_s1_Title.dgn	Title Sheet	NTS
2	LC_2022_Site_Improvements_s2_Index.dgn	Index, Legend, and Vicinity Map	NTS
3	LC_2022_Site_Improvements_s3_Map.dgn	Site Map of Improvements	1" = 400'
4	LC_2022_Site_Improvements_s4_Details.dgn	Construction Details	NTS
5	LC_2022_Site_Improvements_s5_Details.dgn	Construction Details	NTS

FILL PATTERNS:

- Asphalt Drain
- Existing Asphalt
- Greenwaste Placement
- 4" CMB
- 4" CMB Over 6" Rock
- Existing Base
- Existing Concrete

DETAIL CALLOUTS:



CONSTRUCTION NOTE CALLOUTS:



NO.	REVISIONS	BY	APPROVED	DATE



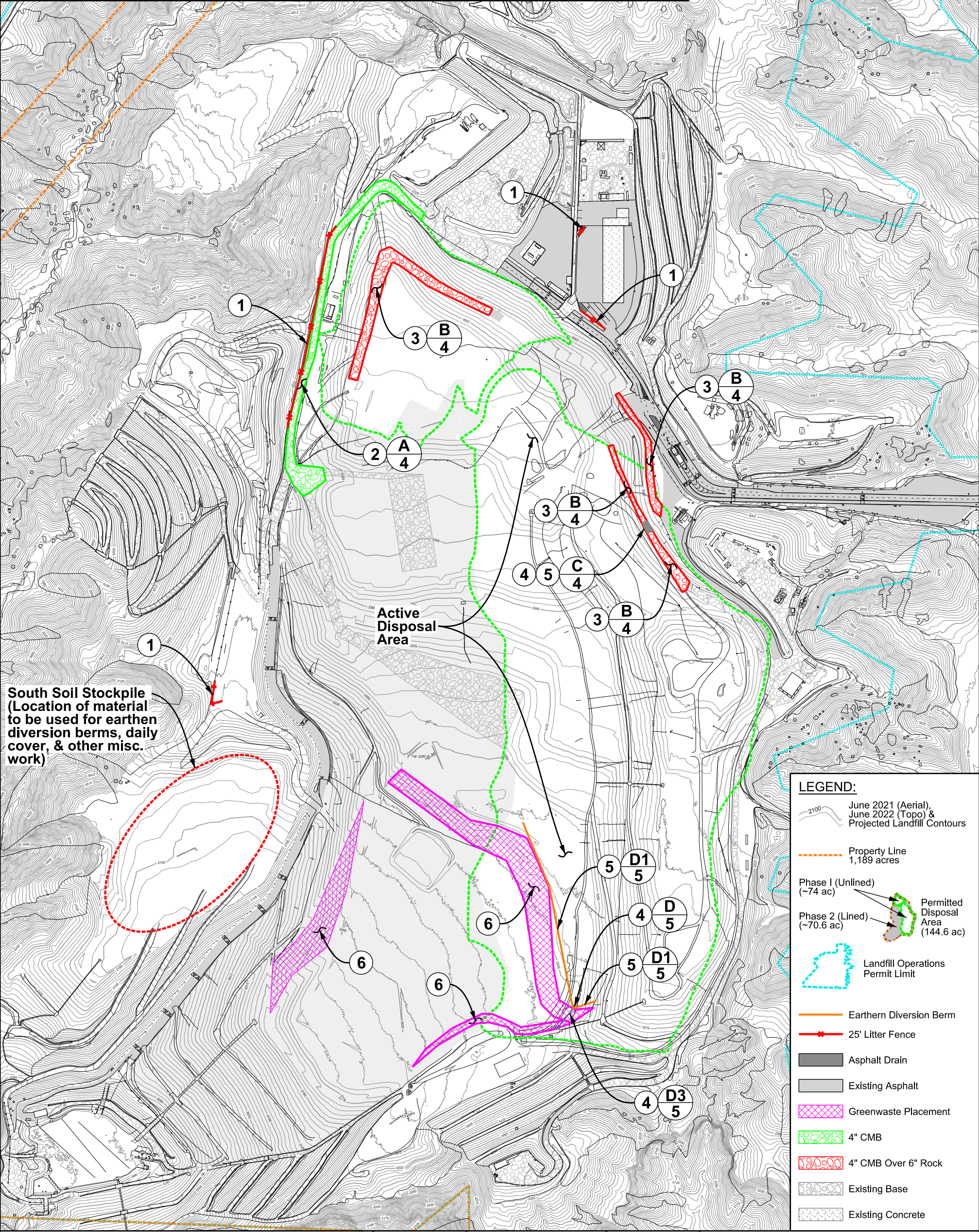
Hans Kernkamp, General Manager-Chief Engineer

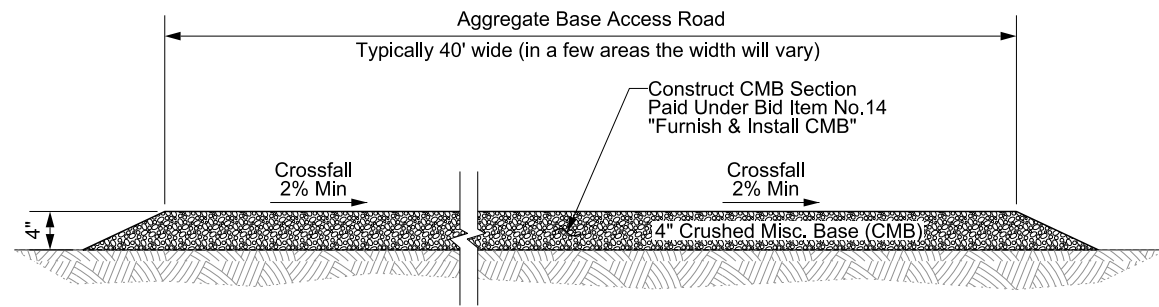
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Lamb Canyon Sanitary Landfill
2023 Site Drainage Improvements
**Index, Legend, and
Vicinity Map**

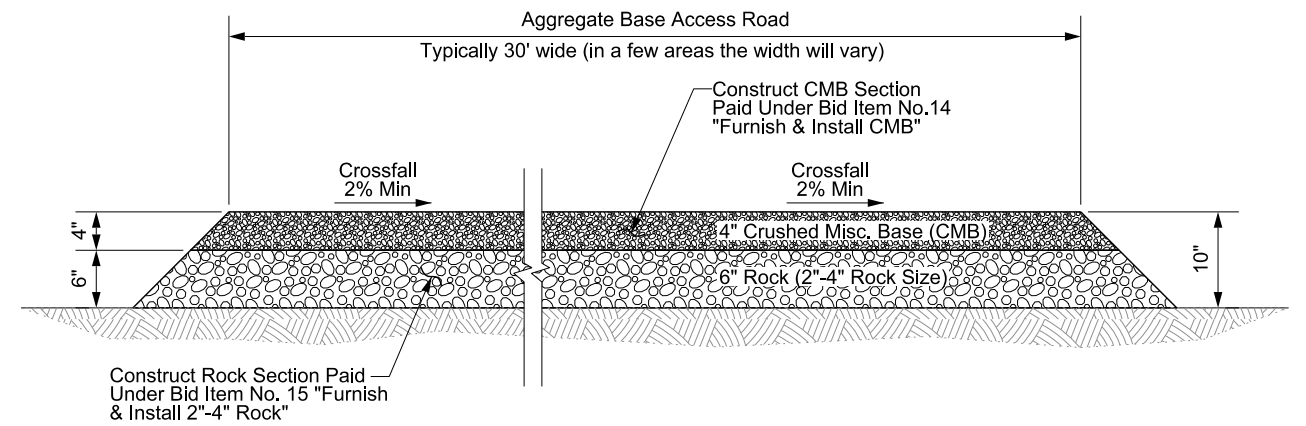
CONSTRUCTION NOTES:

- ① CONSTRUCT 25-FOOT TALL REMOVABLE LITTER CONTAINMENT FENCE IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 3)
- ② CONSTRUCT 4" THICK CRUSHED MISCELLANEOUS BASE (CMB) ROAD SECTION WITHIN LIMITS SHOWN AND IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS & DETAILS (BID ITEM NO. 14)
- ③ CONSTRUCT 4" THICK CRUSHED MISCELLANEOUS BASE (CMB) OVER 6" THICK ROCK (2"-4" ROCK SIZE) ROAD SECTION WITHIN LIMITS SHOWN AND IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS & DETAILS (BID ITEM NO. 14 AND NO. 16)
- ④ CONSTRUCT 4" THICK ASPHALT DRAINAGE STRUCTURES IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS (BID ITEM NO. 10)
- ⑤ CONSTRUCT 2' TALL EARTHEN DIVERSION BERMS IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS AND DETAILS (BID ITEM NO. 7)
- ⑥ APPLY PROCESSED GREENWASTE ON SIDE SLOPES AT SPECIFIC LOCATIONS INDICATED OR AS DIRECTED BY COUNTY REPRESENTATIVES. GREENWASTE MATERIAL SHALL BE PROVIDED BY COUNTY AND STOCKPILED NEAR THE PLACEMENT LOCATION. (BID ITEM NO. 17)

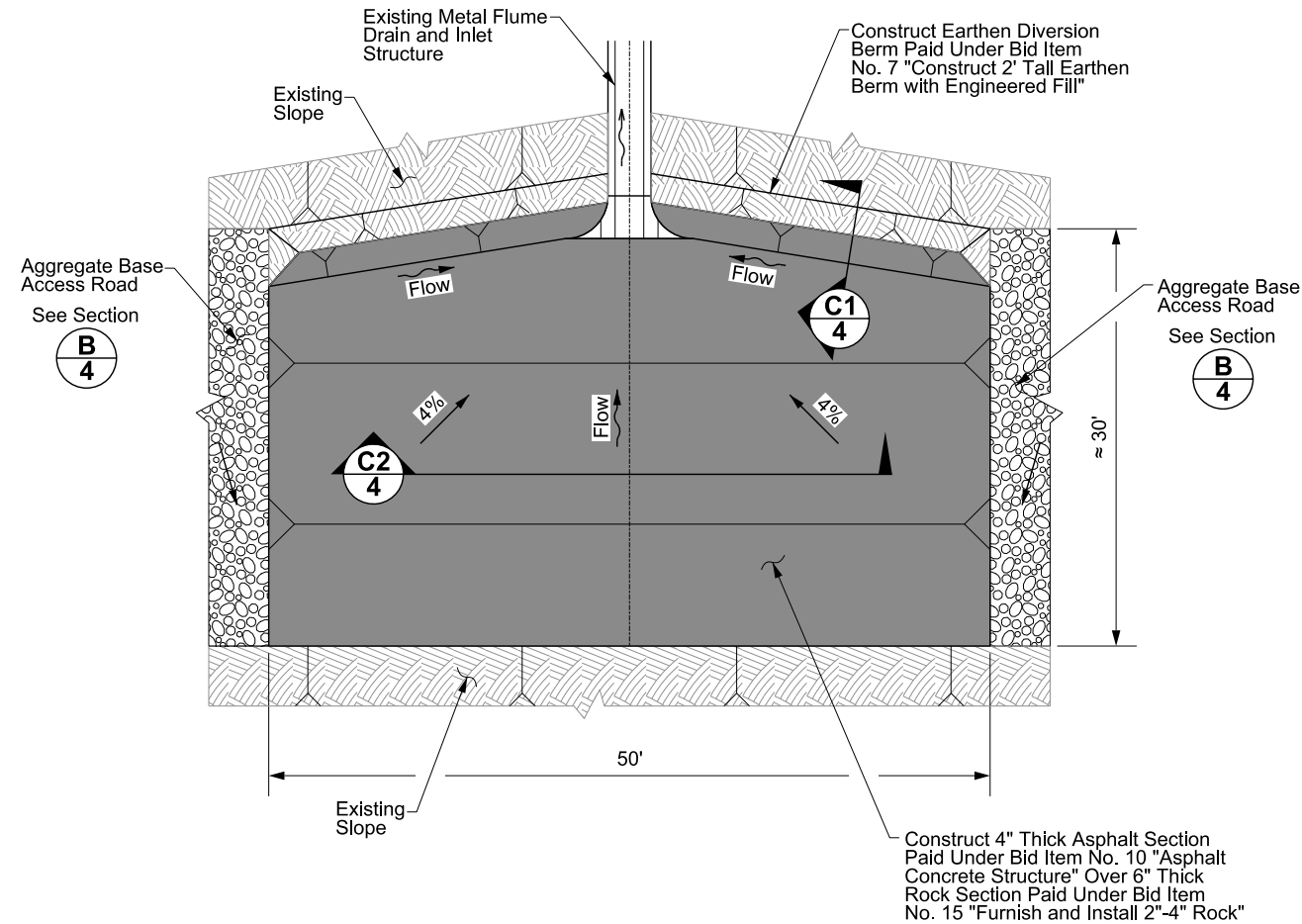




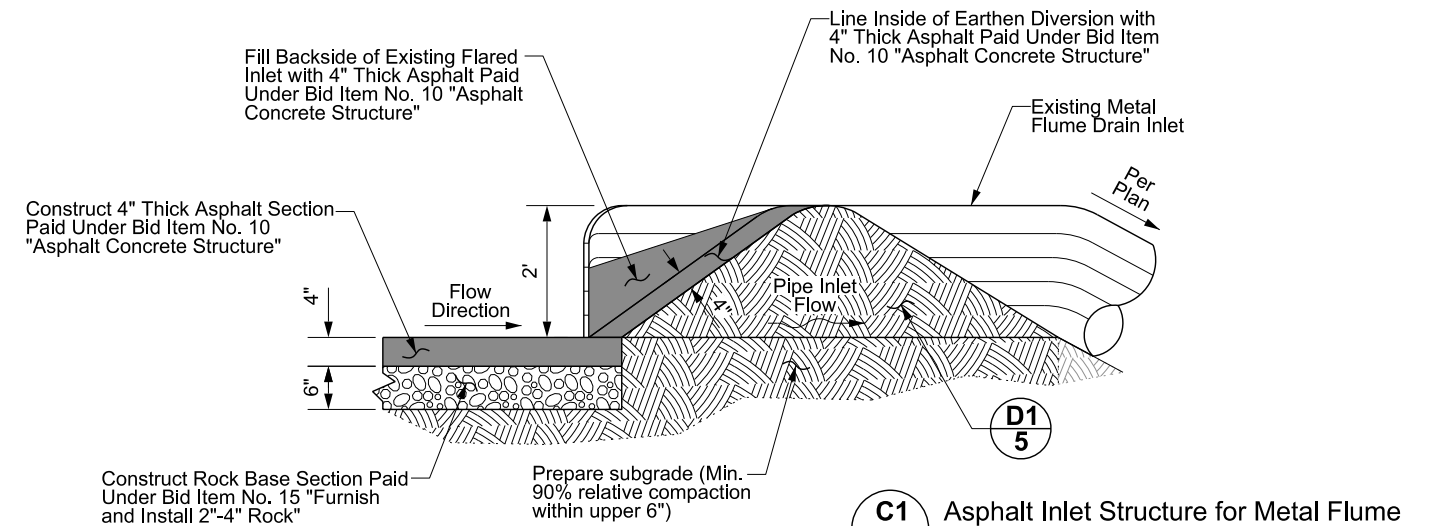
A Aggregate Base (4" Thick CMB) Access Road Section
Not To Scale



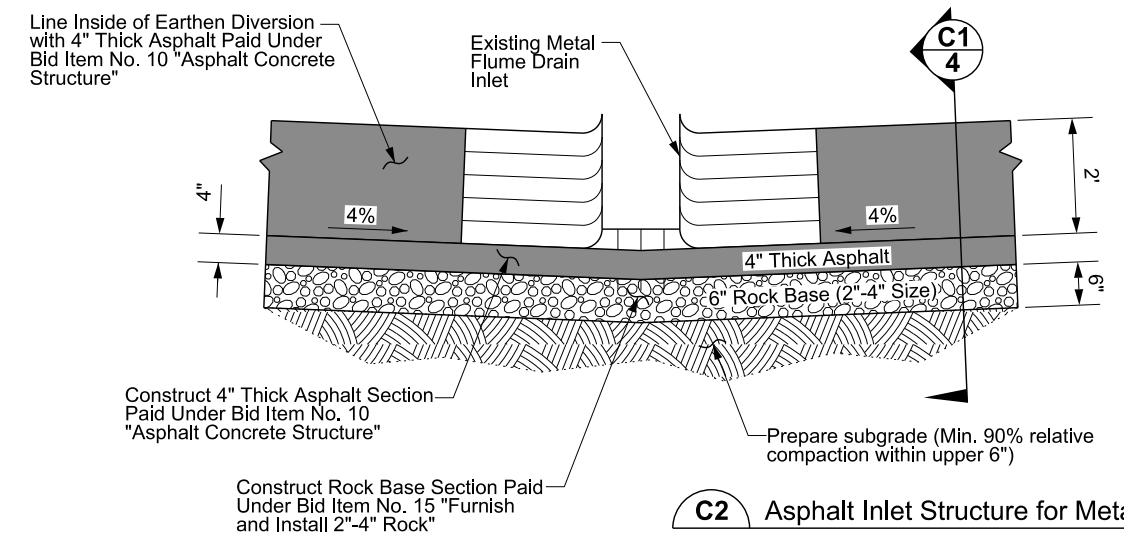
B Aggregate Base (4" Thick CMB Over 6" Thick Rock) Access Road Section
Not To Scale



C Asphalt Metal Flume Inlet Structure
Not To Scale

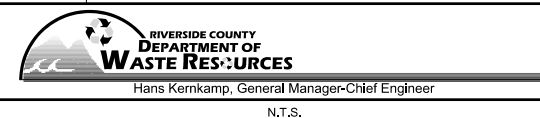


C1 Asphalt Inlet Structure for Metal Flume
Not To Scale



C2 Asphalt Inlet Structure for Metal Flume
Not To Scale

NO.	REVISIONS	BY	APPROVED	DATE



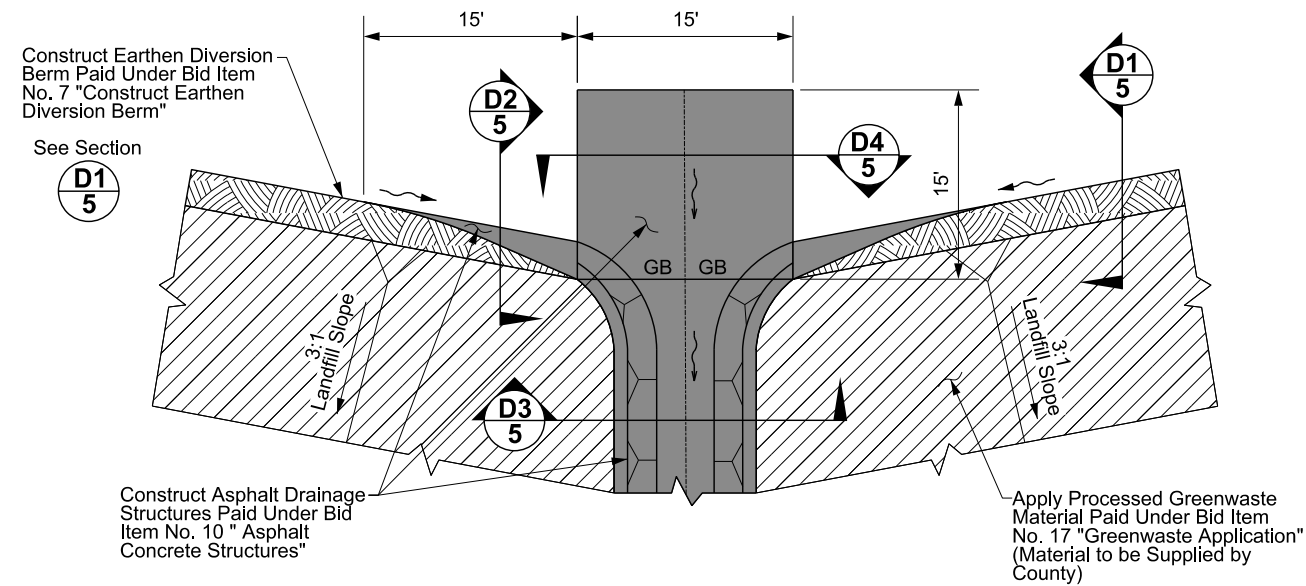
Hans Kernkamp, General Manager-Chief Engineer

N.T.S.

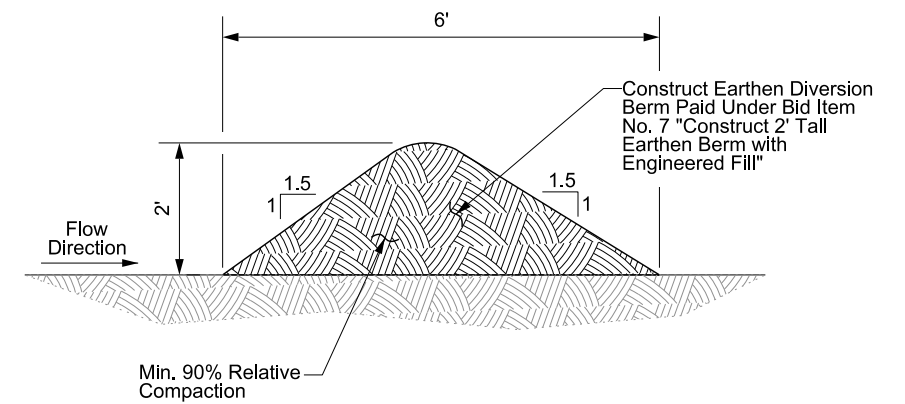
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Lamb Canyon Sanitary Landfill
2023 Site Drainage Improvements

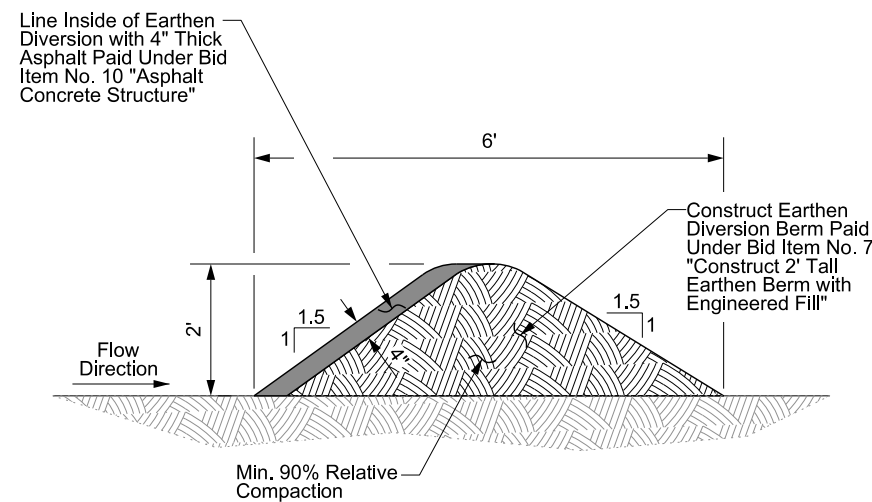
**Construction
Details**



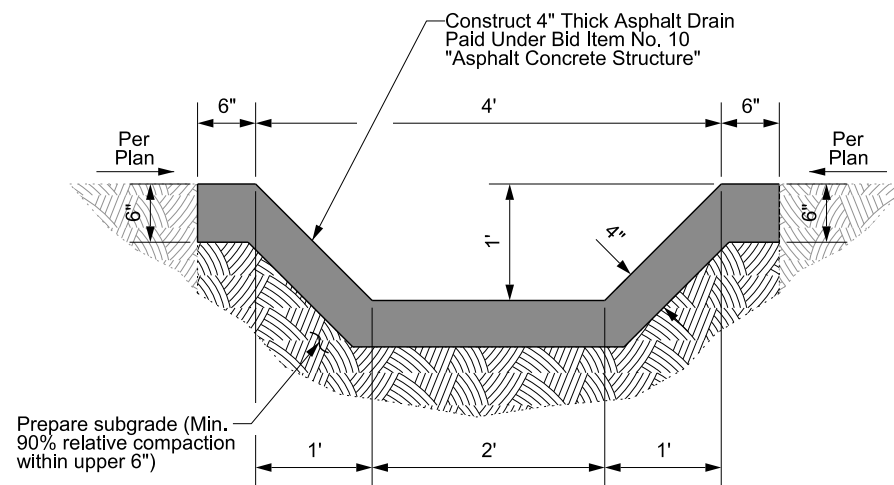
D Asphalt Drain Inlet Structure
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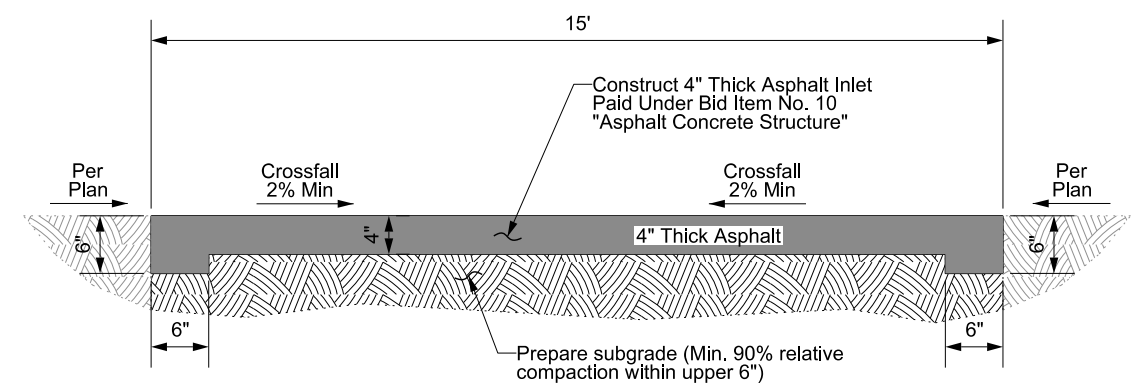
D1 2' Tall Earthen Diversion Berm
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D2 Asphalt Lined Diversion Berm
Not To Scale

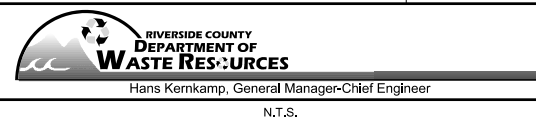


D3 Asphalt Drainage Swale
Not To Scale



D4 4" Thick Asphalt Section
Not To Scale

NO.	REVISIONS	BY	APPROVED	DATE



N.T.S.

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DRAWN BY:	EC
CHECKED BY:	EC
DRAWING DATE:	September 2022
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Lamb Canyon Sanitary Landfill
2023 Site Drainage Improvements

Construction Details

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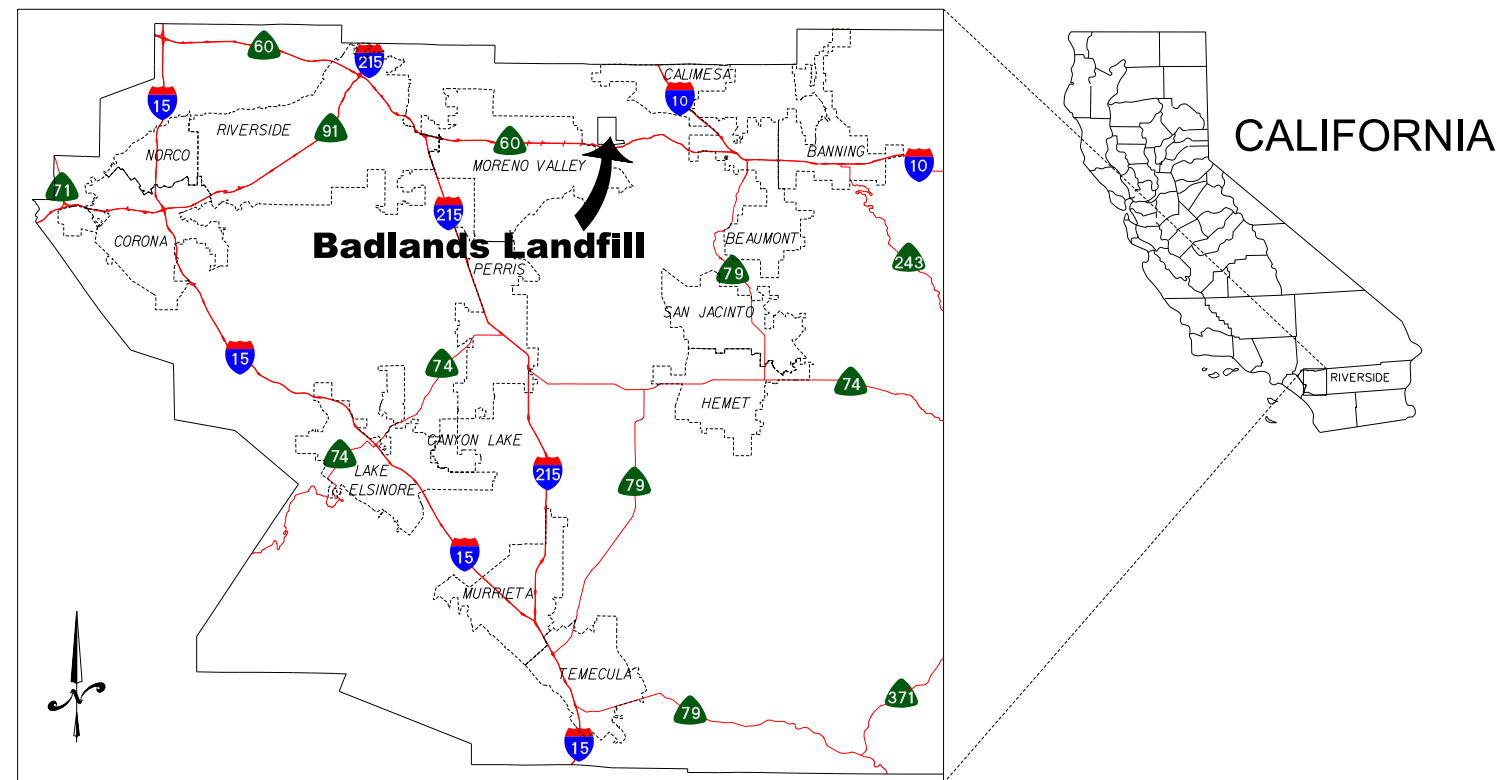
BADLANDS SANITARY LANDFILL

PROJECT DRAWINGS FOR ON-CALL SITE IMPROVEMENTS

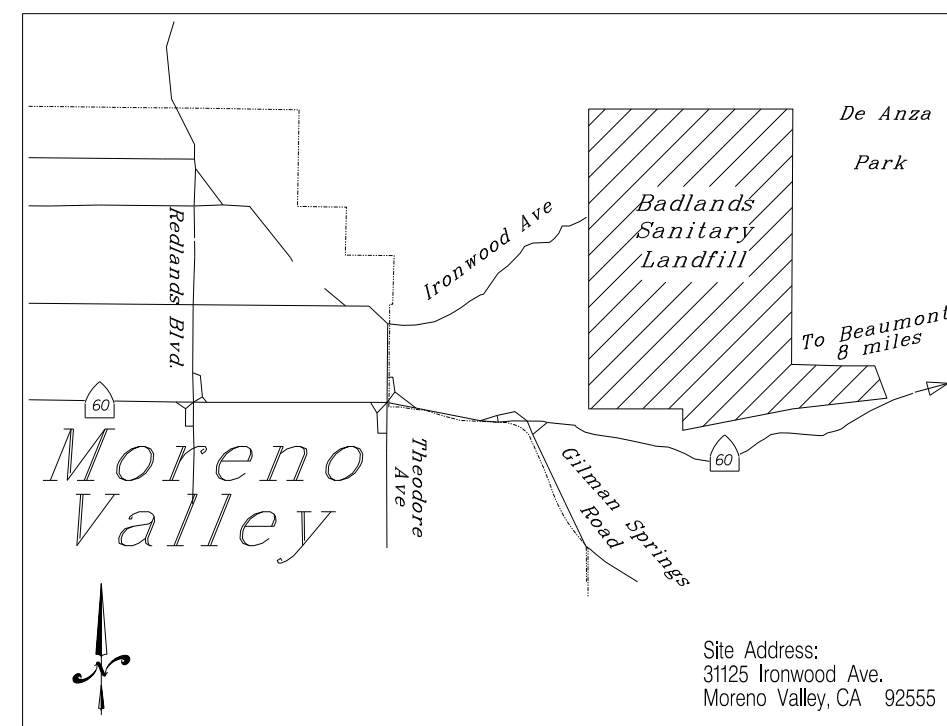
June 2022

PREPARED BY
DEPARTMENT OF WASTE RESOURCES
HANS KERNKAMP, GENERAL MANAGER/CHIEF ENGINEER
14310 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92553
TEL. (951) 486-3200 FAX (951) 486-3205













LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.

FILL PATTERNS

	Asphalt
	Concrete
	Refuse
	Competent Subgrade
	Rip/Rap
	Class II Base
	1"-Minus Protective Cover Soil (PCS)"
	Soil Cement





















DETAIL CALLOUTS

A diagram showing a circle divided horizontally. The top half contains the letter 'A' and the bottom half contains the number '4'. An arrow points from the text 'Detail Number' to the 'A', and another arrow points from the text 'Sheet Number' to the '4'.

CONSTRUCTION NOTE CALLOUTS

4

LEGEND

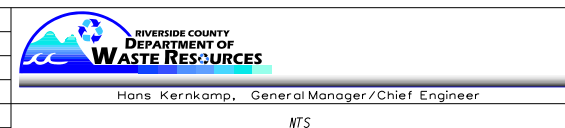
	Landfill footprint (unlined)
	Landfill footprint (lined)
	Topo Contours (March 2022)
	Property line
	Grade break
	Gradient & Direction
	Flow Line / Flow Direction
	Gas probe (protect in place)
	Ground water well (protect in place)
	Existing landfill gas collection system (protect in place)
	Paved Surface
	Slope
	Existing surveying control points (protect in place)
	Fiber Roll
	Existing access road
	Gas line (above ground)
	Gas line (buried)
	Refuse Fill Limits
	K-Rail
	Gabion Basket
	Welded Wire Fabric

ABBREVIATIONS

AB	Aggregate Base
AC	Asphalt Concrete
APPROX.	Approximate
BC	Begin Curve
C	Cut
CL or CL	Center Line
CMP	Corrugated Metal Pipe
CO	Clean out
DIA	Diameter
E	Easting
EC	End Curve
EL	Elevation
EOP	Edge of Pavement
Exist.	Existing
F	Fill
FL or FL	Flow Line
GB	Grade Break
Hor.	Horizontal
HP	High Point
ID	Inside Diameter
INV	Invert
LF	Linear Feet
L	Length
N	Northing
NAD	North American Datum
NTS	Not To Scale
PI	Point of Intersection
POC	Point on Curve
PL or PL	Property Line
PVI	Point of Vertical Intersection
R	Radius
RC	Reinforced Concrete
RCE	Registered Civil Engineer
RCFC	Riverside County Flood Control
STA	Station
TOE	Toe of Slope
TS	Top of Slope
TYP	Typical
Vert.	Vertical

INDEX OF DRAWINGS

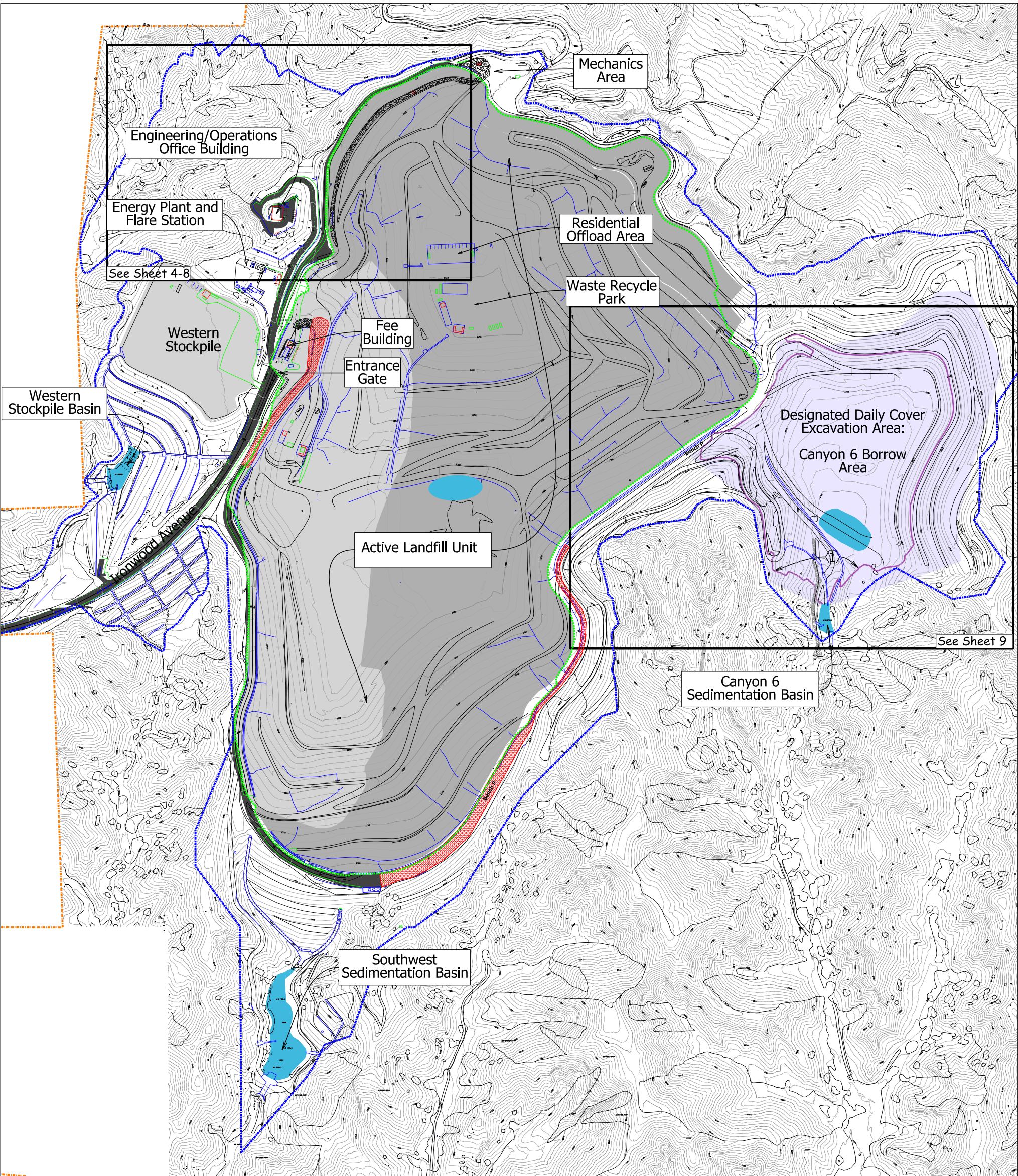
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SHEET	FILE NAME	TITLE	SCALE
1	S01_TitleSheet.dgn	Title Sheet	NTS
2	S02_BA_Index-Legend-VicMap.dgn	Badlands Index, Legend, & Vicinity Map	NTS
3	S03_BA_SiteMap.dgn	Badlands Site Map	1"=450'
4	S04_Demolition Plan Phase 1 Stage 1 and 2.dgn	Demolition Plan Phase 1 Stage 1 and 2	1"=100'
5	S05_Grading Plan Phase 1 Stage 1.dgn	Grading Plan Phase 1 Stage 1	1"=100'
6	S06_Grading Plan Phase 1 Stage 2.dgn	Grading Plan Phase 1 Stage 2	1"=100'
7	S07_Isopach Phase 1 Stage 1.dgn	Isopach Phase 1 Stage 1	1"=100'
8	S08_Isopach Phase 1 Stage 2.dgn	Isopach Phase 1 Stage 2	1"=100'
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10	S10_Construction Details (2).dgn	Construction Details (2)	NTS
11	S11_Construction Details (3).dgn	Construction Details (3)	NTS
12	S12_Construction Details (4).dgn	Construction Details (4)	NTS
13	S13_Construction Details (5).dgn	Construction Details (5)	NTS

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DRAWN BY:	CO/M
CHECKED BY:	M
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TOPO DATE:	
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PATH:	On Cali Site Improvement
PATH:	Improvements\Drawings
FILE:	S02_BA_Index-Lead-VicMando

Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

**Badlands Index, Legend
and Vicinity Map**



CONSTRUCTION NOTES:

- ① Excavation of material within Canyon 6 shall take place solely within the excavation boundaries, unless otherwise directed by County personnel, and shall follow the grading design specified in Sheet 8.
- ② Placement of Engineered fill may be required anywhere within the disturbance limits.
- ③ Placement of greenwaste may be required on slopes anywhere within the disturbance limits.

Legend

- Current Contours (10 ft)
- Property Line
- Permitted Disturbance Limits (268 acres)
- Edge of Fill
- Lined Area
- Unlined Area
- Permitted Refuse Footprint (150 acres)
- Existing Concrete Hardscape
- Existing Asphalt Concrete Hardscape
- Existing Gas Header Pipe
- Existing Soil Cement Road
- Existing Access Road
- Canyon 6 Excavation Boundaries



Construction Notes

- ① Remove, salvage, and stockpile existing guardrail materials (Total of 56 linear ft.) to the Material/ Demo Storage Area or as directed by County.
- ② Remove, salvage, and stockpile chain link fence materials to the Material/ Demo Storage Area or as directed by County. (Total of 920 linear ft.)
- ③ Remove, salvage, and stockpile delineators along guardrail to the Material/Demo Storage Area or as directed by County. (Total of 2 delineators)
- ④ Demolish, crush and remove existing asphalt road and berm to Material/Demo Storage Area or as directed by the County. (13,380 SF or 320 tons).
- ⑤ Protect in place gas probes. Probes to be extended by Department staff.
- ⑥ Protect in place gas wells. Wells to be extended by Department staff.
- ⑦ Remove, salvage and stockpile Class II Base (19,500 SF or 488 tons) as directed by County.
- ⑧ Ground Water Well BH-23 to be abandoned prior to start of project. Protect in place slurry backfill pad.
- ⑨ Protect in place BH-20 water monitoring well.

Legend

- Phase 1 Stage 1 Trash Fill Limits

Phase 1 Stage 2 Eng'd Fill Limits

Ground Contours (10 ft contours)

Project Limits

Edge of (Trash) Fill

Gasline (Protect in Place)

Ground Water Well (Protect in Place)

Guardrail to be Removed
- Phase 1 Stage 2 Trash Fill Limits

Phase 1 Stage 1 Eng'd Fill Limits

Existing Asphalt Road

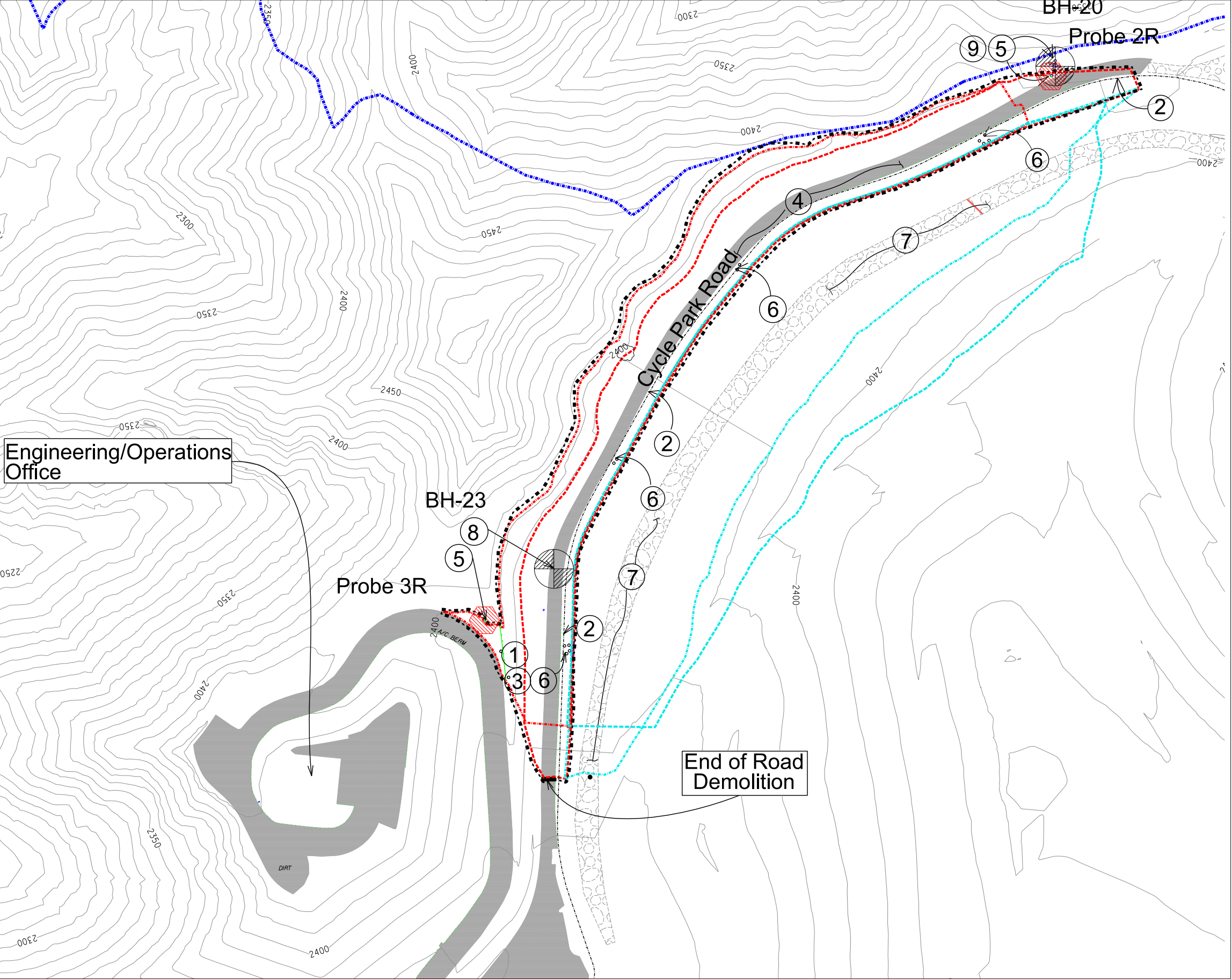
Gas Probe (Protect in Place)

Disturbance Limits

Existing Class II Base

Liner Limits

End of Road Demolition



NO.	REVISIONS	BY	APPROVED	DATE

Hans Kernkamp, General Manager/Chief Engineer

Scale: 1" = 100'

Datum 1s mean sea level

DESIGNED BY:	CO
DRAWN BY:	CO
CHECKED BY:	MR
DRAWING DATE:	June 2022
TOPO DATE:	March 2022
PATH:	waste\GIS\Site\Badlands\Projects\
PATH:	On Call Site Improvements
PATH:	Improvements Drawings\
FILE:	On-Call Site Improvements 2021.dgn

Badlands Sanitary Landfill
On-Call Site Improvements
June 2022
Demolition Plan

Construction Notes

① Place engineered fill to design elevations and in accordance with Technical Provisions.

Estimated Engineered Fill : 21,823 CY

LEGEND

- Gasline (Protect in Place)

Existing Ground Water Protect Slurry Pad in Place

Existing Asphalt Road

Project Grading Limits

Gas Probe (Protect in Place)

Existing Class II Base
-
- Design Contours (2 ft contours)

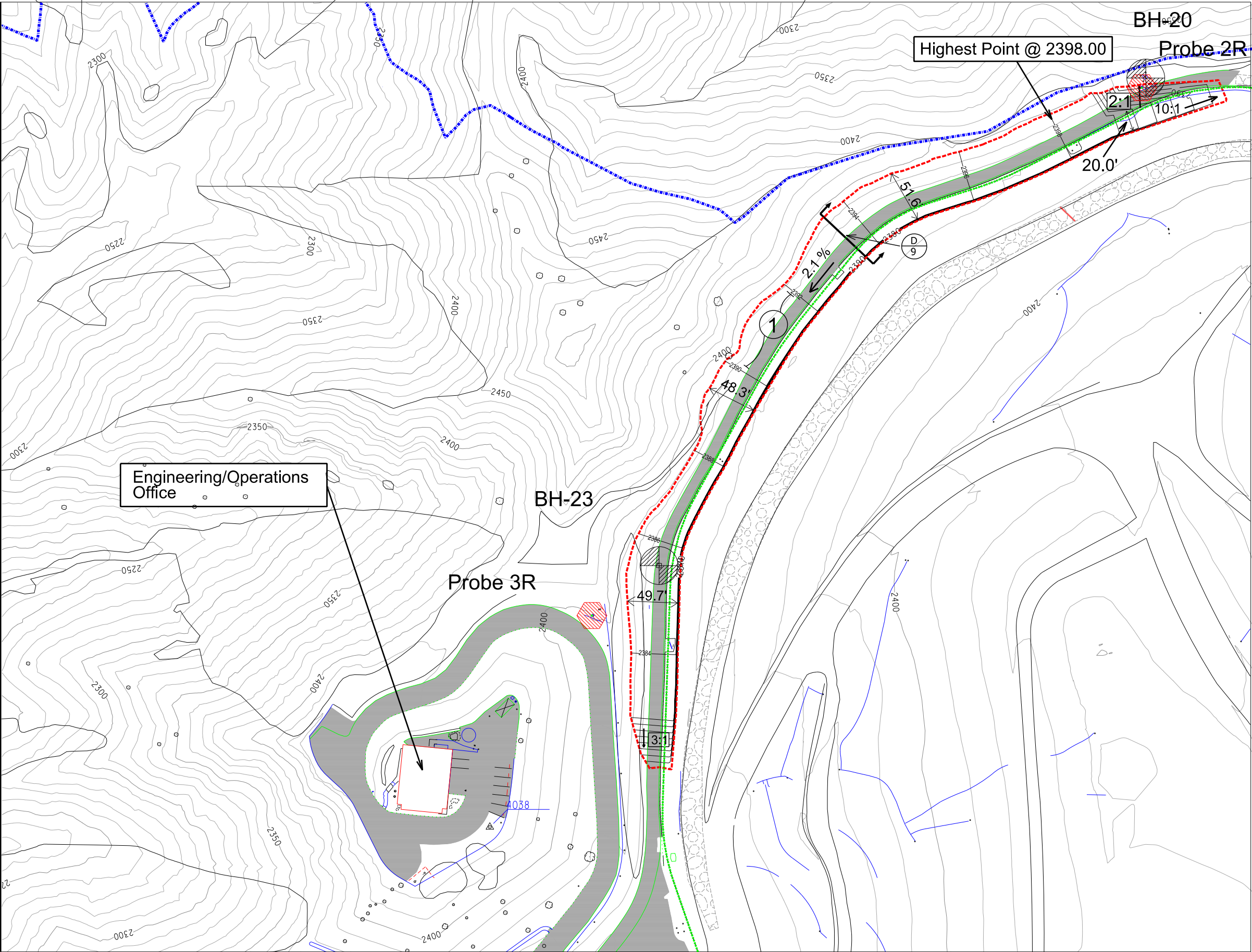
Existing Ground (10 ft contours)

Disturbance Limits

Edge of Trash Fill

Engineered Fill

Liner Limits
-



NO.	REVISIONS	BY	APPROVED	DATE

Hans Kernkamp, General Manager/Chief Engineer

Scale: 1" = 100'



Datum 1s mean sea level

DESIGNED BY:	CO
DRAWN BY:	CO
CHECKED BY:	MR/KJJ
DRAWING DATE:	June 2022
TOPO DATE:	March 2022
PATH:	waste\rf s\0\Site\Badlands\Projects\
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PATH:	Improvements\Drawings\
FILE:	On-Call Site Improvements 2021.dgn

Badlands Sanitary Landfill
On-Call Site Improvements
June 2022















Grading Plan Phase 1 Stage 1

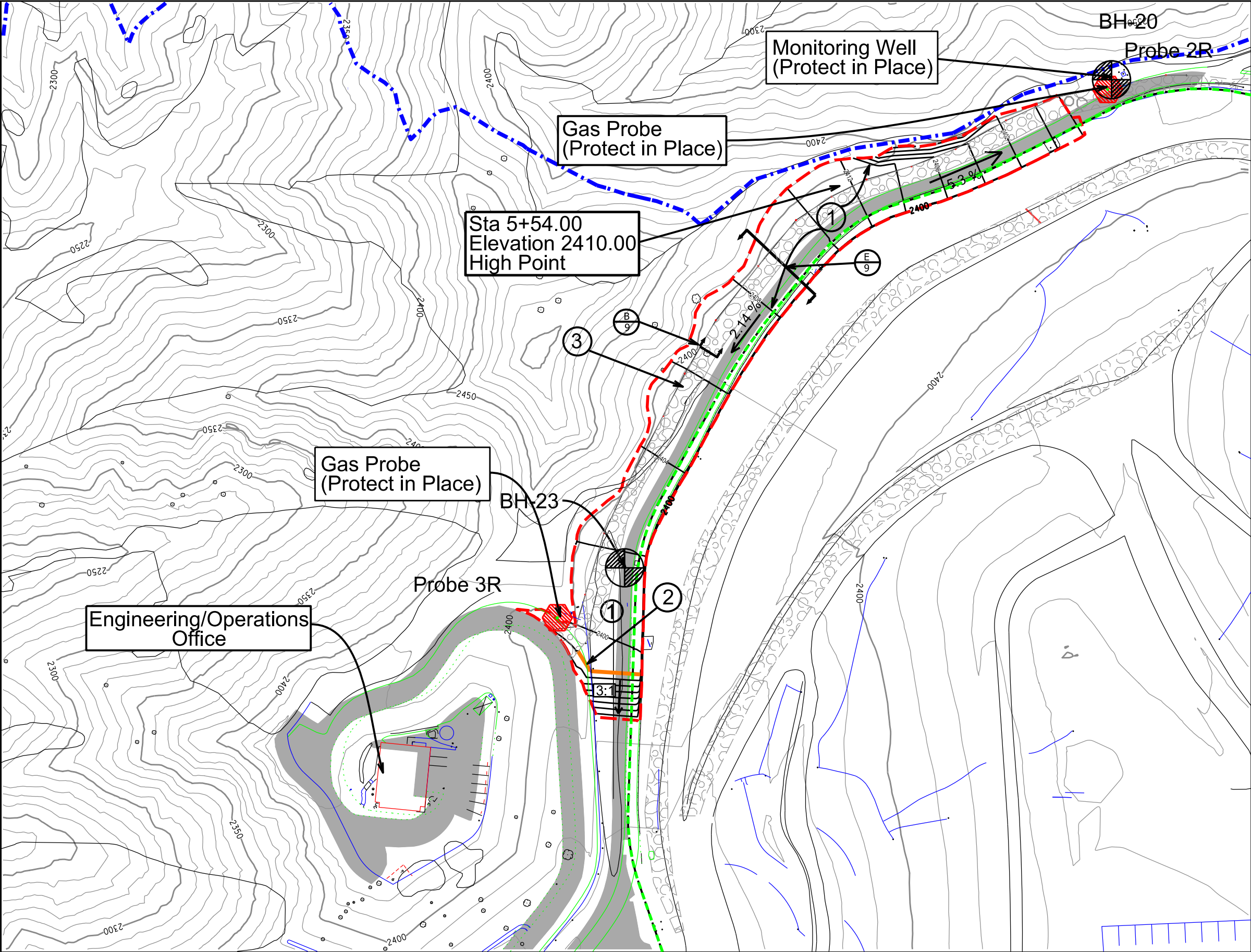
SHEET 05 OF 14

- Construction Notes
- 1 Place engineered fill to design elevations and in accordance with Technical Provisions.
 - 2 Install berm (approx. 75 LF) per detail: 
 - 3 Install Crushed Miscellaneous Base 4 inches thick (21,750 SF or 537 tons) per detail: 


Estimated Engineered Fill : 22,652 CY

LEGEND

- | | | | |
|--|---|---------------------------------|---|
| Protect in Place Gas Probe |  | Design Contours (2 ft contours) |  |
| Ground Contours after Phase 1 Stage 1 (10 ft contours) |  | Project Limits |  |
| Gasline (Protect in Place) |  | Disturbance Limits |  |
| Ground Water Well (Protect in Place) |  | Edge of Trash Fill |  |
| Existing Asphalt Road |  | Engineered Fill |  |
| Existing Class II Base |  | New CMB |  |
| Liner Limits |  | Berm |  |

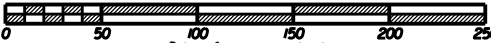


NO.	REVISIONS	BY	APPROVED	DATE



Hans Kernkamp, General Manager/Chief Engineer

Scale: 1" = 100'



Datum is mean sea level

DESIGNED BY:	CO
DRAWN BY:	CO
CHECKED BY:	MR
DRAWING DATE:	June 2022
TOPO DATE:	March 2022
PATH:	waste\GIS\Site\Badlands\Projects\
PATH:	On Call Site Improvements
PATH:	Improvements Drawings\
FILE:	On-Call Site Improvements 2021.dgn



Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

Grading Plan Phase 1 Stage 2

SHEET 06 OF 14

Estimated Engineered Fill : 21,823 CY

LEGEND

Existing
Class II Base

Phase 1 Stage 1 Eng'd Fill Limits

Existing Ground
(10 ft contours)

Ground Water Well
(Protect in Place)

Gas Probe
(Protect in Place)



Disturbance Limits



Edge of Trash Fill

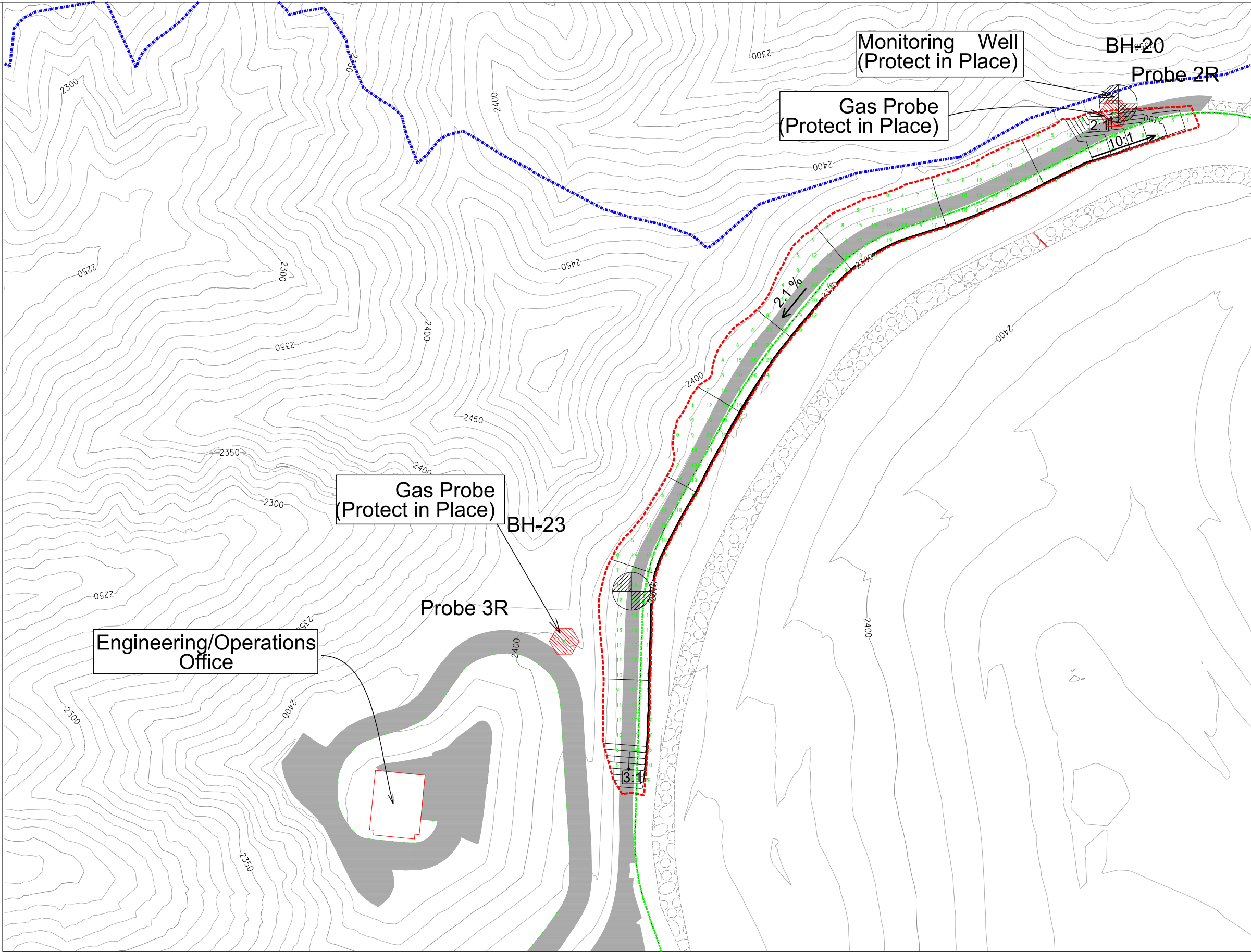


Design Contours

Engineered Fill Thickness
(Feet)

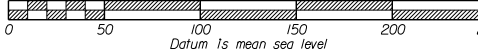
Liner Limits

Gas Lines

[illegible]

Hans Kernkamp, General Manager/Chief Engineer

Scale: 1" = 100'



DESIGNED BY:	C
DRAWN BY:	C
CHECKED BY:	MR/KJ
DRAWING DATE:	June 2021
TOPO DATE:	March 2021
PATH:	waste-16f s01\Site\Badlands\Projects
PATH:	On Call Site Improvements
PATH:	Improvements\Drawings
FILE:	On-Call Site Improvements 2021.dwg



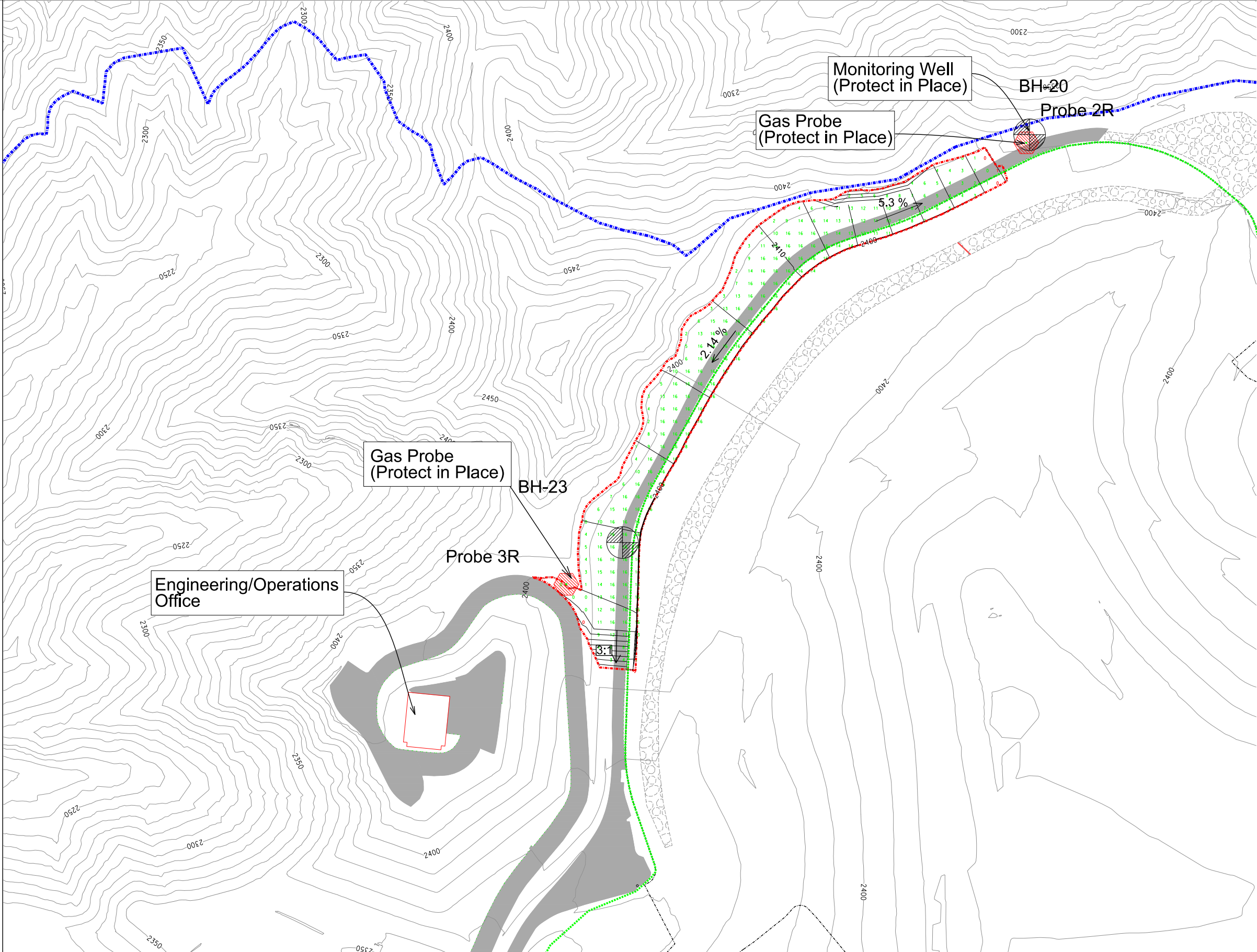
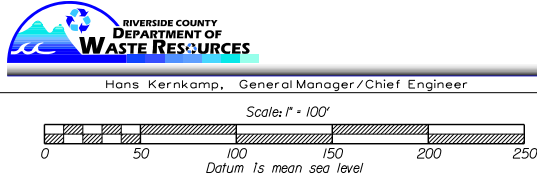
Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

Isopach Phase 1 Stage 1

Estimated Engineered Fill : 22,652 CY

Legend

- | | | | |
|--|--|---|---|
| Existing Ground Contours
(10 ft contours) | | Phase 1 Stage 2
Engineered Fill Limits | |
| Project Limits | | Disturbance Limits | |
| Edge of (Trash) Fill | | Protect in Place
Gas Probe | |
| Gasline (Protect in Place) | | Existing Class II Base | |
| Protect in Place
Ground Water Well | | Approximate Fill Text | 5 |
| Existing Asphalt Road | | Liner Limits | |
| Design Contours
(2 ft contours) | | | |

[illegible]

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DRAWN BY:	CO
CHECKED BY:	MR/KJJ
DRAWING DATE:	June 2022
TOPO DATE:	March 2022
PATH:	waste-16f501a\Sites\Badlands\Projects\
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Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

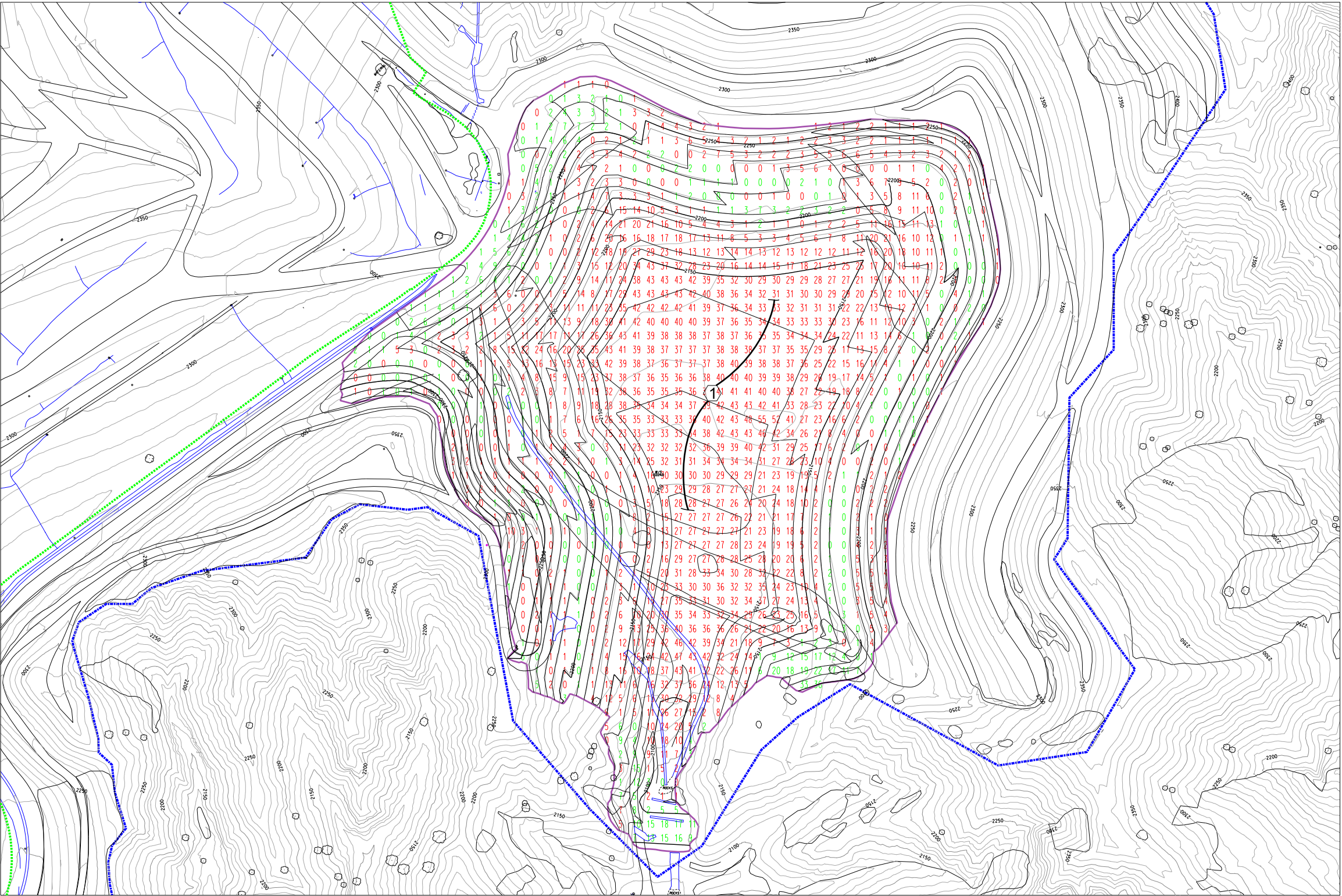
Isopach Phase 1 Stage 2

CONSTRUCTION NOTE

- ① Excavate source material from Canyon 6 borrow area per Grading Plan and as directed by the County.

Legend

- Current Contours (10 ft)
- Grading Contours (10 ft)
- Permitted Disturbance Limits (268 acres)
- Edge of Fill
- Canyon 6 Excavation Boundaries
- Isopach Text - Cut (ft.)
- Existing Concrete Hardscape



NO.	REVISIONS	BY	APPROVED	DATE

RIVERSIDE COUNTY
DEPARTMENT OF
WASTE RESOURCES

Hans Kernkamp, General Manager/Chief Engineer

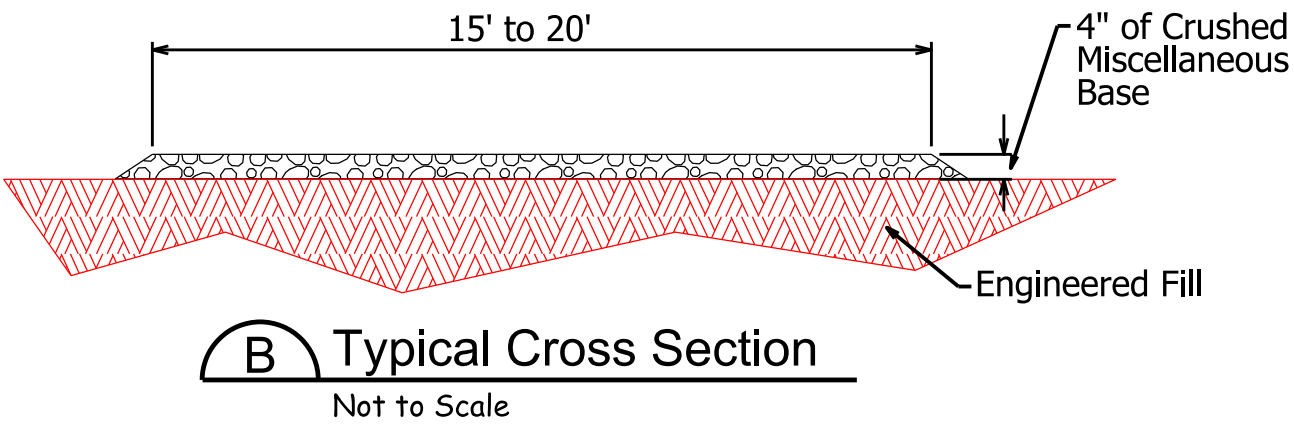
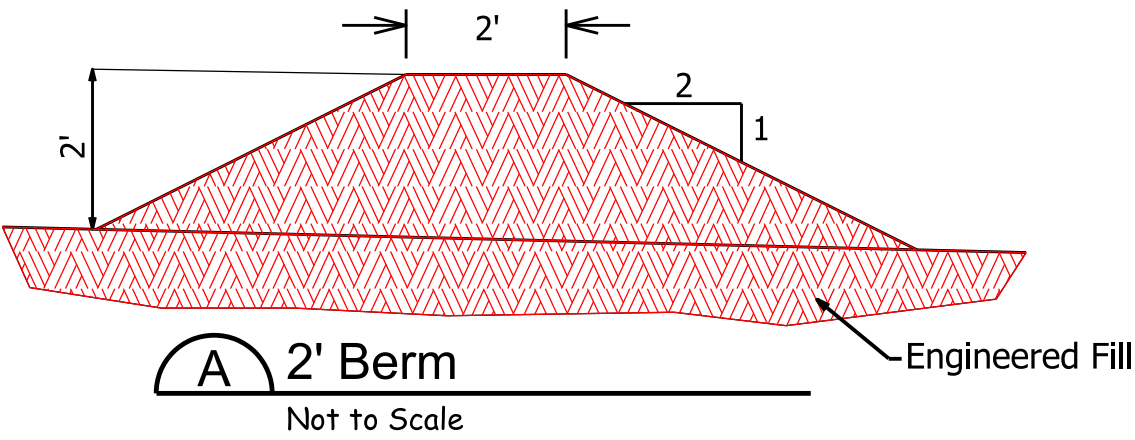
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Datum is mean sea level


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CHECKED BY:	MR
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TOPO DATE:	March 2022
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PATH:	On Call Site
PATH:	Improvements\Drawings\
FILE:	S09_Canyon6GradingPlan.dgn

Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

Canyon 6 Grading Plan



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RIVERSIDE COUNTY
DEPARTMENT OF
WASTE RESOURCES

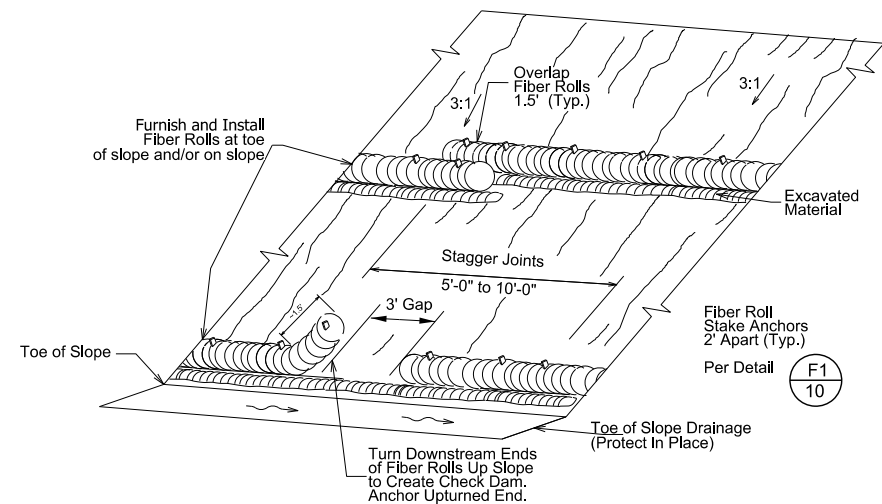
Hans Kernkamp, General Manager/Chief Engineer

NTS

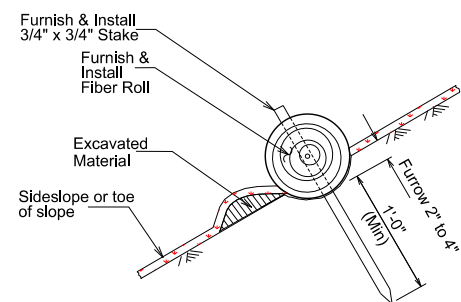
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Badlands Sanitary Landfill
On-Call Site Improvements
June 2022

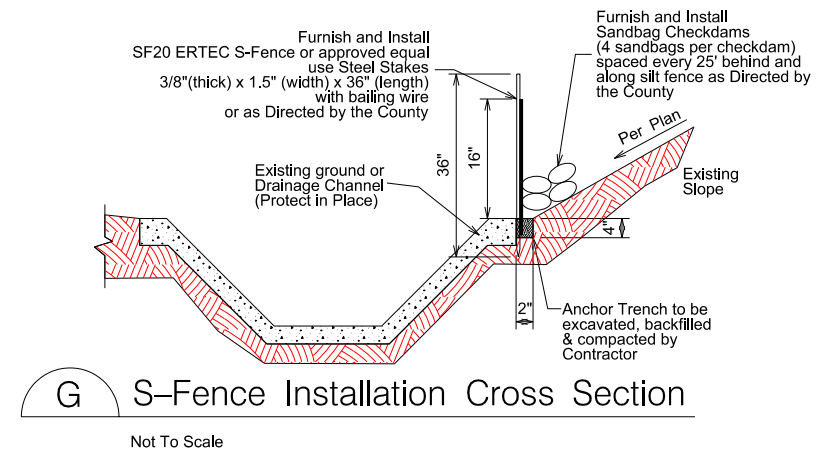
Construction Details (1)



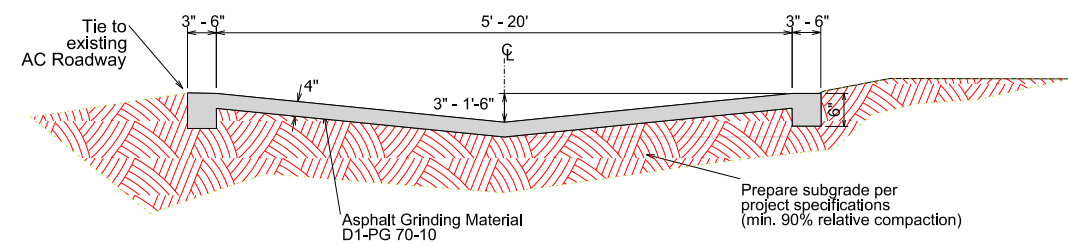
F Fiber Rolls Installation Detail
Not To Scale



F1 Fiber Roll Anchor Detail
Not To Scale




G S-Fence Installation Cross Section
Not To Scale



H Asphalt Cross Gutter Cross Section
Not To Scale

NO.	REVISIONS	BY	APPROVED	DATE



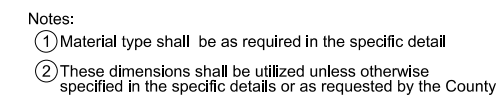
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Hans Kernkamp, General Manager/Chief Engineer

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FILE:	SIO_ConstructionDetail21.dgn

Badlands Sanitary Landfill
 On-Call Site Improvements
 June 2022
Construction Details (2)



 L Cut-off Wall Typical Section
Not To Scale



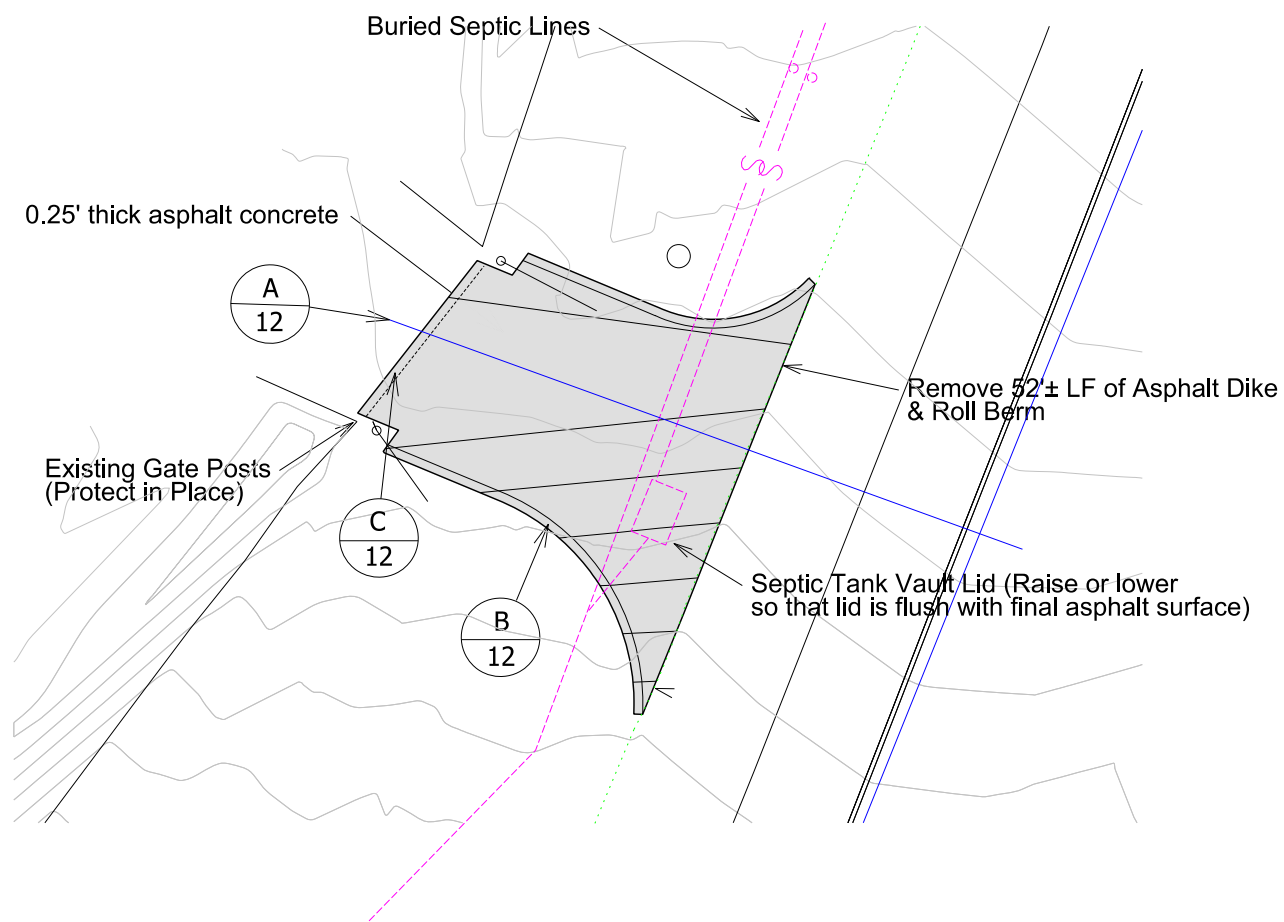
 **RIVERSIDE COUNTY
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Hans Kernkamp, General Manager/Chief Engineer

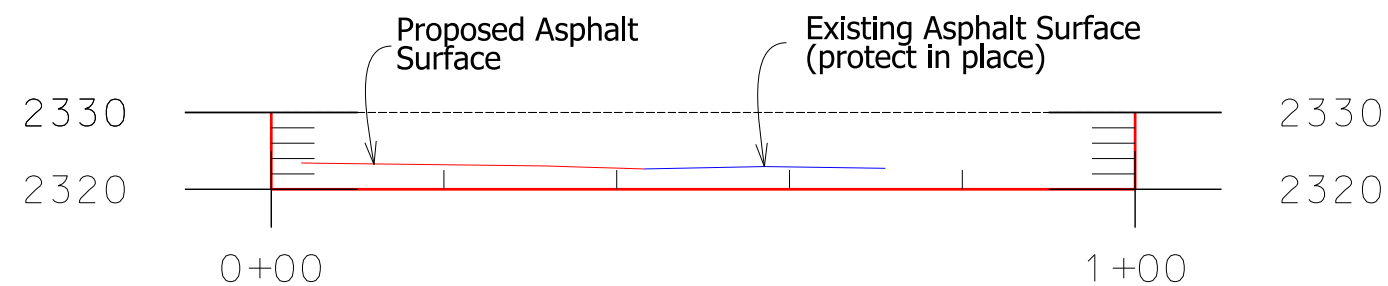
MTS

Badlands Sanitary Landfill
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June 2022

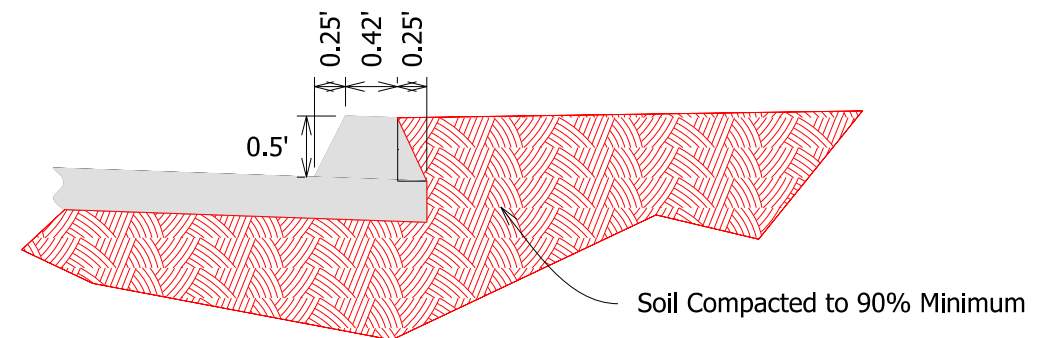
Construction Details (3)



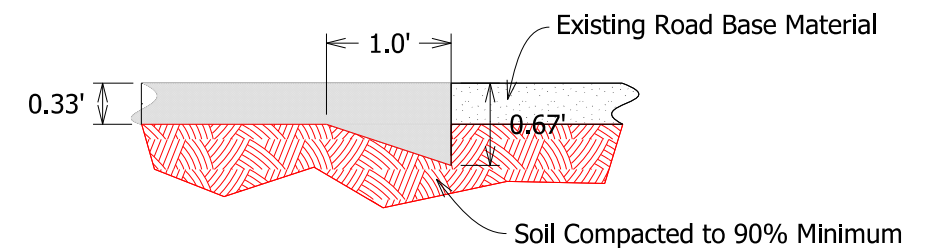
D Asphalt Drive Approach
Not to Scale



A Profile Along Asphalt Drive Approach
Not to Scale




B 6" AC Dike
Not to Scale



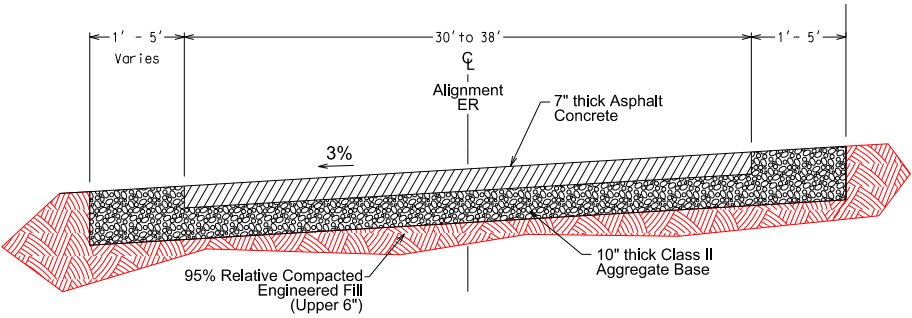
C Asphalt with Thickened Edge
Not to Scale

NO.	REVISIONS	BY	APPROVED	DATE


 Hans Kernkamp, General Manager/Chief Engineer
 NTS

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TOPO DATE:	-
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PATH:	On Call Site Improvements
PATH:	Improvements\Drawings\
FILE:	SI2_ConstructionDetail41.dgn

Badlands Sanitary Landfill
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 June 2022
Construction Details (4)



CONSTRUCTION NOTE

- ① Sawcut and remove asphalt. Remove a minimum of 2' of subgrade refuse. Replace refuse with compacted engineered fill as directed by staff. Replace asphalt to tie into surrounding surface. Approx. 2070 sf.
- ② Work to be done during non operating hours if needed.

A A.C. Entrance Road Repairs

NO.	REVISIONS	BY	APPROVED	DATE



Hans Kernkamp, General Manager/Chief Engineer

not to scale

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DRAWN BY:	KJJ
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DRAWING DATE:	June 6, 2022
TOPO DATE:	March 2022
PATH:	waste\6fs01a\Sites\Badlands\2022\Projects\
PATH:	On Call Site Improvements
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FILE:	On-Call Site Improvements 2021.dgn

Badlands Sanitary Landfill
On-Call Site Improvements
June 2022
Construction Details (5)