

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



**ITEM: 12.1  
(ID # 25450)**

**MEETING DATE:**  
Tuesday, July 30, 2024

**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 per State CEQA Guidelines Sections 15301, 15302, 15303, 15304, and 15061(b)(3))

**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, CA 92553 up to the hour of 11:00 a.m. on Wednesday, August 28, 2024, at which time the bids will be opened; and
4. Direct the Department to file the Notice of Exemption with the County Clerk and the State Clearinghouse upon approval of the Project.

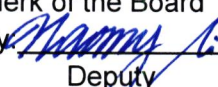
**ACTION:Policy**

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, 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: July 30, 2024  
xc: Waste, Recorder/State Clearinghouse

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Dept. of Waste Resources Enterprise Fund			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25 & 25/26	

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

**BACKGROUND:**

**Summary**

Landfill site improvements represent an integral part of the Riverside County Department of Waste Resources (Department) 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 18-month 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 Sanitary Landfill and Badlands Sanitary 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 and the State Clearinghouse 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 into 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 approves contract documents identifying proposed work at Riverside County Landfills, as well as authorizing 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 \$3,400,000 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. CEQA NOE 24-02



Jason Farin, Principal Management Analyst 7/23/2024



Aaron Gettis, Chief of Deputy County Counsel 7/17/2024

*Andy Cortez, General Manager-Chief Engineer*

## NOTICE OF EXEMPTION

**DATE:** July 15, 2024

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

**PROJECT CASE NO/TITLE:** NOE 24-02: 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**  
**Section 15061(b)(3), General Rule Exemption**

- Other 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

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. 4<sup>th</sup> 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. 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, 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 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. 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.

**Andy Cortez, General Manager - Chief Engineer  
Riverside County Department of Waste Resources**

By:   
\_\_\_\_\_  
Katherine Avila

Title: Assistant Planner

Date: July 15, 2024



**CONTRACT DOCUMENTS**

**FOR**

**THE CONSTRUCTION OF**

**ON-CALL SITE IMPROVEMENTS**

**AT**

**RIVERSIDE COUNTY SANITARY LANDFILLS**

**JUNE 2024**

FORM APPROVED COUNTY COUNSEL  
BY: *Lisa Sanchez* *7/12/2024*  
LISA SANCHEZ DATE

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**ADMINISTRATIVE PROVISIONS**

**FOR**

**THE CONSTRUCTION OF**

**ON-CALL SITE IMPROVEMENTS**

**AT**

**RIVERSIDE COUNTY SANITARY LANDFILLS**

**JUNE 2024**

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## NOTICE INVITING BIDS

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

### ON-CALL SITE IMPROVEMENTS

AT

### RIVERSIDE COUNTY SANITARY LANDFILLS

- 1. CONTRACT DOCUMENTS AVAILABLE:** On or after July 30 2024, an official copy of the Contract Documents (as enumerated in the Construction Agreement) may be examined at the County's office located at 14310 Frederick Street, Moreno Valley, CA 92553, and may be obtained upon payment to the County of \$70 per set (received at the County's office) or \$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 of Waste Resources' website <http://www.rcwaste.org>. The Project Drawings will also be available in digital Microstation (.dgn) format on the Department of Waste Resources' website. This digital data is to be used at the Bidder's own discretion. The County is not responsible for the manner in which the Bidder chooses to use the digital data. The County is not responsible for how this digital data might be converted by the Bidder to another format. The Bidder is solely responsible for its use of this digital data.

- 2. ADDENDA:** Interpretations, corrections, clarifications, and changes to the Contract Documents will be made by Addenda. Each Addendum, if any, shall be adopted as a part of the Contract Documents, a copy of which may be examined at the County's office and obtained as further described in Section 1 above. A copy of all Addenda will also be provided to prospective Bidders as further described in Section 2.10 of Article 2, Bidding Procedures, in the Instructions to Bidders. It is the Bidder's responsibility to actively check for the issuance of Addenda.
- 3. BID SECURITY:** Each Bid Proposal must be accompanied by a Bid Security, in the form of either cash, a certified check, a cashier's check, or a Bidder's Bond executed by an Admitted Surety Insurer (“Bid Bond”) equal to ten percent (10%) of the total aggregate amount of the Bid. The Bid Bond shall be payable to the County of Riverside (the “Bid Security”) as a guarantee that the Bidder will, if awarded the Contract, execute a satisfactory Contract, furnish the required bonds, and provide the required Certificates of Insurance.
- 4. BID DEADLINE, PLACE FOR RECEIPT AND OPENING:** Bid Proposals must be placed in a sealed envelope clearly marked “Bid Proposal.” Bid Proposals must be submitted in accordance with Instructions to Bidders and other Contract Documents and filed with the County **before** 11:00 AM on Wednesday, August 28, 2024 (“Bid Deadline”) at 14310 Frederick Street, Moreno Valley, CA 92553, which time and place are fixed for the public opening of bids. The County reserves the right to extend the Bid Deadline by Addendum issued no less than seventy-two (72) hours before the new Bid Deadline.

ADMINISTRATIVE PROVISIONS

5. **NOTICE OF PRE-BID SITE VISIT, CONFERENCE OR MEETING:** A **mandatory** pre-bid site visit, conference, or meeting will be conducted at both Badlands and Lamb Canyon Sanitary Landfills on Monday, August 12, 2024, at 10:00 AM. This mandatory pre-bid site review will start at the Badlands Sanitary Landfill at 10:00 AM 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 Road, Beaumont, CA 92223. Failure to attend the mandatory pre-bid conference and job walk, or arriving at the pre-bid conference and job walk late, will disqualify your Bid. All attendees are required to sign-in to be acknowledged as being in attendance and eligible to bid and receive Addenda.
6. **DEADLINE FOR BIDDER REQUESTS FOR INFORMATION:** All questions and requests for clarification or interpretation of the Contract Documents must be submitted in writing by 5:00 PM on Friday, August 16, 2024, to Jeff Gow via e-mail to “jgow@rivco.org” or via fax to (951) 486-3250. Any requests for information or clarification submitted after the date and time specified above will not be considered.
7. **CONTRACT DURATION:** The Work must be completed within 18 calendar months from the date the County issues the Notice to Proceed with the Work.
8. **PAYMENT AND PERFORMANCE BOND:** The successful Bidder must furnish County with Payment and Performance Bonds, with each issued by a California Admitted Surety Insurer, and each in an amount equal to 100% of the Contract Price.
9. **PUBLIC WORKS BIDDER REGISTRATION:** Pursuant to Labor Code Section 1771.1, any Bidder bidding and Subcontractors to be listed on a Bid Proposal shall not be eligible to bid on or be listed in a Bid Proposal, subject to Public Contract Code Section 4104, or engage in the performance of any Contract for Public Work, unless currently registered with the Department of Industrial Relations and qualified to perform Public Works pursuant to Labor Code Section 1725.5. No Bidder or Subcontractor may be awarded a Public Works Contract or enter into a Contract without proof of current registration to perform Public Works.
10. **PUBLIC WORKS PROJECT SUBJECT TO PREVAILING WAGE LAWS:** This Project is subject to the provisions of Labor Code Section 1720 et seq., and the requirements of Title 8 of the California Code of Regulations Section 16000 et seq., which govern the payment of prevailing wages on Public Works projects. 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 and are also on the DIR website, <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall post job site notices, including a copy of the prevailing rate of per diem wage determinations made by the Director for the Department of Industrial Relations and other



notices prescribed by regulations that 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 not limited to certified payroll records, directly to the Labor Commissioner for the Department of Industrial Relations.

**11. SUBSTITUTION OF SECURITIES:** Substitution of securities for any monies withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

**12. CONTRACTOR'S LICENSE:** Bidders submitting Bid Proposals for this Project shall have an active and in good standing Class A Contractor's license from the State of California at the Bid Deadline, or in the case of federal funding, at Contract Award, 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.

Subcontractors must possess the appropriate licenses for each specialty subcontracted.

**13. LIQUIDATED DAMAGES:** If the Contractor fails to complete the Work within the Contract Time, County shall assess liquidated damages against Contractor at the daily rate established in the Construction Agreement.

**14. WITHDRAWAL OF BIDS/PERIOD OF BID IRREVOCABILITY:** No bid may be withdrawn or changed after the Bid Deadline, except as otherwise provided by law. A Bidder may request County consent to allow a Bidder to withdraw its Bid in accordance with Public Contract Code Section 5100 et seq. Each Bidder agrees by submitting a Bid that its Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of at least sixty (60) Calendar Days after the Bid Deadline.

**15. ACCEPTANCE AND REJECTION OF BIDS:** County reserves the right to reject any or all Bids or to waive irregularities or informalities in any Bids or in the bidding.

**16. CONTRACT AWARD/ALTERNATE BID ITEMS:** Award will be made to the responsive and responsible Bidder submitting the lowest Bid price; however, if Alternate Bid Items are included in the Bid form, the lowest Bid will be determined in accordance with Paragraph 3.1 of the Instructions to Bidders.

**17. BIDDER QUALIFICATIONS AND PROJECT REFERENCES:**

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

- a. Within the last five years, the Bidder and/or subcontractor shall have successfully completed an earthwork construction project(s) with a minimum quantity of 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 Bidder 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 Bidder 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 years, the Bidder and/or subcontractor 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.

Bidders shall provide all 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.

With the submittal of the Bid Proposal, the Bidder shall submit for approval by the County documented evidence of satisfaction of the Bidder Qualifications listed above, including the name and experience of the superintendent and lead personnel that will be responsible for each category of Work listed under the preceding paragraph “**Bidder Qualifications and Project References**”. 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 the completion date.

**18. WORK PERFORMED BY THE CONTRACTOR:** The successful Bidder shall perform, with its own organization, Work amounting to at least fifty percent (50%) of the Contract Price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” may be deducted from the Contract Sum before computing the amount of Work required to be performed by the Contractor. See Section 3-2 of the General Provisions and Section 3.3 of the Special Provisions.

Dated: 7/15/24

RIVERSIDE COUNTY  
DEPARTMENT OF WASTE RESOURCES

**Andy Cortez**

Digitally signed by Andy Cortez  
Date: 2024.07.15 11:25:08  
-07'00'

Andy Cortez, 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, Special Provisions, Detailed Provisions, or elsewhere in the Contract Documents. Capitalized terms 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 ENGINEER'S ESTIMATE AND ESTIMATED QUANTITIES**

Any Engineer's estimate provided by the County relating to this Work has been provided strictly for informational purposes, and cannot be relied upon by any Bidder as representing an accurate estimate of the value of the Work. The purpose of providing any such Engineer's estimate is simply to provide each potential Bidder with some preliminary information relating to whether the Work may be within its bonding capacity and available resources. Under no circumstance may a Bidder rely upon the Engineer's estimate as representing a reasonable value of the Work. Sometimes Engineer's estimates are significantly higher or lower than the actual Bids received.

The estimated quantities set forth in the Bid Item List are approximate only, and are provided only as a basis for the comparison of Bids. The amount of Work to be done or materials to be furnished by the Bidder as stated in the Bid Proposal (except for lump sum items) are only estimates and are not to be taken as an express or implied statement that the actual amount of Work or materials will correspond to the estimate. The County reserves the right to increase, decrease, or to entirely eliminate certain items from the Work or materials if found desirable or expedient. The County shall not be responsible for the accuracy of the estimate of quantities. The Bidder shall judge for itself, after considering all circumstances and conditions, the costs and quantities of materials involved in the Work. Payment shall be made only for actual quantities of items of Work constructed in accordance with the Contract Documents. Unit Prices shall include all overhead, profit, general conditions cost and fee for the Work described. 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 Project except as provided by Change Order.

### **1.3 BASIS FOR DETERMINING AGREEMENT OF FIGURES FOR UNIT PRICES**

All prices and totals provided by Bidder in the Bid Proposal are subject to verification and correction by County. All Bid prices including, but not limited to, lump sum prices and Alternate Bid Item prices, are deemed to include the cost of all materials, equipment, labor (at prevailing wage rates), transportation, delivery, installation, supervision, overhead, profit, licenses, permits, fees, bonds, insurance, all sales, use and other taxes legally chargeable, and all other costs and expenses incidental to the Work. If the Unit Prices and the extended total amounts inserted by the Bidder in the Bid Proposal do not agree, the Unit Prices alone will be considered as representing the Bidder's intention and will be used to determine the lowest Bid, except as follows:

- A. If the amount set forth as a Unit Price is ambiguous, unintelligible, or uncertain for any reason, or is omitted, or is the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

(Decimal Errors) If the product of the entered Unit Price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered Unit Price or item total, whichever most closely approximates percentage-wise the Unit Price or item total in the County’s final estimate of cost.

#### **1.4 TRADE NAMES AND “OR EQUAL” SUBSTITUTIONS**

The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Pursuant to Public Contract Code section 3400, all specifications calling for a designated material, product, thing, or service by specific brand or trade name shall be deemed to include the words “or equal,” unless the Notice Inviting Bids sets forth a finding in accordance with Public Contract Code section 3400 that substitutions are not permitted for such particular material, product, thing or service; provided, however, that permissible exceptions or other requirements shall be specifically noted in the Detailed Provisions. Bidders wishing to obtain authorization for an “or equal” substitution of an equivalent material, product or equipment not expressly noted in the Detailed Provisions, shall submit all requests for “or equal” substitution using the form included at the end of Detailed Provisions Section 01 6000 – Product Requirements, together with data substantiating Bidder’s representation that the non-specified item is of equal quality to the item specified within thirty-five (35) calendar days after award of the Contract.

Authorization of an “or equal” substitution of equivalent materials is solely within the discretion of the County and, if given, shall be made by Addendum or Change Order issued through the County. Bids shall not be based on any “or equal” substitution request that has not been authorized in writing by Addendum. In the absence of a written Addendum authorizing a pre-Bid Or Equal Substitution request, the request shall be deemed denied.

#### **1.5 INSPECTION OF SITE AND UNDERSTANDING OF CONTRACT DOCUMENTS**

Prior to submission of a Bid, Bidders must have examined the site and fully acquainted themselves with the Contract Documents and all conditions affecting the Work. Failure of a Bidder to examine any of the Bidding Documents or to inspect the site, will not relieve the successful Bidder from any obligation with respect to the Bid, the Contract, or the Work required under the Contract Documents. By the submittal of a Bid Proposal, the Bidder will be deemed to have personally examined the site and the drawings, to have carefully read all of the specifications and other Contract Documents, and to be fully satisfied in 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 Documents; and that the Bidder fully understands the payment method for the Work.

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, the Bidder may, upon request, inspect the County's public records of such investigations. The records of such investigations are not a part of the Contract and are solely for the convenience of the Bidder. 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 Bidder from its obligations under the Contract Documents.

## **1.6 QUALIFICATIONS OF BIDDERS AND ADDITIONAL INFORMATION**

No Bid Proposal will be accepted from a Bidder who is not licensed under laws of the State of California, as evidenced by the submittal of the Bidder's Statement of Licensure form by Bidder 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) current, active and in good standing under the laws of the State of California. Bidder shall complete the Bidder's Statement of Qualifications and Project References and submit it as part of its Bid. Notwithstanding the provisions of Section 4.4 herein, the Bidder's Statements of Qualifications and attachments shall not be public records.

Upon County's request, a Bidder whose Bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence to County demonstrating the Bidder's financial resources, experience in the field, organization, and other factors evidencing Bidder's ability to successfully execute and complete the Contract. By signing the Bid Proposal, a Bidder authorizes County to contact third parties and authorizes release of information from third parties to the County to verify a Bidder's qualifications and information included in the Bid.

## **1.7 BALANCED BID**

The Bidder is cautioned against the 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 Bid Item List. The overhead and indirect charges should be prorated on all items in the Bid Item List included in the Bid Proposal. Bids in which the prices are mathematically or materially unbalanced may be rejected. Following are the U.S. Comptroller General's definitions of mathematically and materially unbalanced bids:

- A bid is mathematically unbalanced if the bid is structured on the basis of nominal prices for some Work and inflated prices for other Work; that is, each element of the bid must carry its proportionate share of the total cost of the Work plus profits.
- A bid is materially unbalanced if there is reasonable doubt that award to the Bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the County.

## 1.8 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 and Housing Act, beginning with Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any Subcontractors employed on the Work.

## 1.9 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 provided in the Administrative and General Provisions. Bidders acknowledge that submittal of the documents listed in the following table do not guarantee a complete Bid submittal package.

**Table 1: Required Submittal Checklist**

	<b>BID DOCUMENT</b>	<b>SUBMITTAL TIMEFRAME</b>	<b>CONTRACT DOCUMENT REFERENCE</b>
<input type="checkbox"/>	Bid Proposal	at Bid	Administrative Provisions
<input type="checkbox"/>	List of Subcontractors	at Bid	Administrative Provisions: Instructions to Bidders, Article 2, Section 2.8
<input type="checkbox"/>	Bidder’s Statement of Licensure	at Bid	Administrative Provisions: Instructions to Bidders, Article 1, Section 1.6
<input type="checkbox"/>	Non-Collusion Declaration	at Bid	Administrative Provisions, Instructions to Bidders, Article 2, Section 2.12
<input type="checkbox"/>	Iran Contracting Act Certification	at Bid	Administrative Provisions, Instructions to Bidders, Article 2, Section 2.14
<input type="checkbox"/>	Economic Sanctions in Response to Russia’s Actions in Ukraine	at Bid	Administrative Provisions, under Section “Bid Proposal”
<input type="checkbox"/>	Bid Security (10% of Bid Price)	at Bid	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.	at Bid	Administrative Provisions: Notice Inviting Bids to Contractors, Submittal Requirements, Instructions to Bidders, Article 1, Section 1.6
<input type="checkbox"/>	Bidder’s Statement of Qualifications Form(s)	at Bid	Administrative Provisions: Instructions to Bidders, Article 1, Section 1.6, and Article 3
<input type="checkbox"/>	Construction Agreement	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions
<input type="checkbox"/>	Performance Bond (100% of Contract Price)	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions: Instructions to Bidders, Article 4, Section 4.2
<input type="checkbox"/>	Payment Bond (100% of Contract Price)	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions: Instructions to Bidders, Article 4, Section 4.2
<input type="checkbox"/>	Workers’ Compensation Bidder Certificate	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions, under Section “Construction Agreement, Bonds, and Other Forms”
<input type="checkbox"/>	Declaration of Sufficiency of Funds	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions, under Section “Construction Agreement, Bonds, and Other Forms”
<input type="checkbox"/>	Evidence of Insurance and Endorsements	within <b>5 days</b> of Notice of Intent to Award	Administrative Provisions: Article 4, Section 4.1.1
<input type="checkbox"/>	Construction Schedule	within <b>14 days</b> of Notice of Intent to Award	Administrative Provisions: Article 4, Section 4.1.2
<input type="checkbox"/>	Schedule of Values	within <b>14 days</b> of Notice of Intent to Award	Administrative Provisions: Article 4, Section 4.1.2
<input type="checkbox"/>	Affirmative Action Compliance Program (for Bidders with 50+ Employees)	within <b>30 days</b> of Award of Contract	General Provisions: Section 5, Subsection 5-2.6

## 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. Bidders or their authorized agents are invited to be present. The County may, in its sole discretion, elect to postpone the opening of the submitted Bids. Without limitation to the County's right to reject all Bids received, if two or more Bids from Bidders determined to be responsible are both the same amount and are the lowest bids received, then the County may accept the Bid it determines, at its sole discretion, to be in the County's best interest.

### 2.2 BID PROPOSAL FORMS AND SIGNATURES

Attention of all Bidders is called to all Bid Proposal forms attached hereto and Bidders are cautioned that all Bid Proposals submitted must be signed where so indicated by the person or persons duly authorized to sign on behalf of the Bidder and must be accompanied by the proper declaration, properly executed, and proof of acknowledgement. Bids without valid required signature(s) may be considered non-responsive. Bid Proposals must be made on the forms furnished by the County. If any Bidder makes any alteration or otherwise deviates from, or makes and qualifications of the Bidder's Proposal forms in separate documents submitted with the Bidder's Proposal, the Bid may be considered non-responsive.

### 2.3 SUBMISSION OF BID PROPOSALS

The Bid 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 bearing on the outside the Bidder's name and address, the Project name, Facility Name, and Bid Deadline. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

In order to receive consideration, Bids must be received **before** the Bid Deadline. Bids shall be submitted on the pre-printed forms provided by the County. Bids submitted on any other forms may be rejected as non-responsive. All required submissions are identified in **Table 1** above. All information required in Bid forms must be completely and accurately provided. All blanks must be legibly executed in a non-erasable medium. If any Bidder makes any alteration, strike-through or otherwise deviates from any of the pre-printed Bid forms, or makes any qualifications of the Bid Forms in separate documents submitted with the Bid, the Bid may be considered non-responsive. The Bid amount shall be stated in numerals where so indicated in the Bid forms. Incomplete Bids may be rejected as non-responsive. Each Bidder is solely responsible for all costs and expenses incurred in preparing a Bid. Bidders wishing to submit a Bid for more than one Bid Package category must submit a full, complete, original executed Bid and all required Bid forms and attachments.

### 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. A



Bid is considered submitted only if the outer envelope containing the Bid is stamped by the County's date/time stamp device at the place designated for submittal of the Bid. The County's date/time stamp is controlling and determinative as to the date and time of the Bidder's submittal of its Bid. Bids received **on or after** the Bid Deadline are non-responsive and will be returned to the Bidder unopened.

## **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 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 amount of the 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 Construction 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 Construction Agreement and/or delivery of said Payment and Performance Bonds and Certificates of Insurance, such Bid Security may be forfeited, and the County may award the Contract to another Bidder or obtain new Bids on said Work. The Bid Security, cash, Bid Bond or check shall, in addition, be forfeited. The Bid Security will be returned upon the close of the period for Bid Withdrawal established in the Notice Inviting Bids to the successful Bidder upon execution of the Construction Agreement. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY THE COUNTY.**

## **2.8 SUBLETTING AND SUBCONTRACTING**

### **2.8.1. LIST OF SUBCONTRACTORS.**

Each Bidder shall submit a proposed List of Subcontractors in accordance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq. The County has furnished a form for this purpose. If additive Alternate Bid Items are included in the Bidding Documents, Bidder shall identify Subcontractors performing additive Alternate Bid Items when such Work or combination of base Contract Work and alternate Work exceeds one-half (1/2) of one percent (1%) of the total Bid price. If a Bidder fails to specify a Subcontractor or if a Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid, the Bidder agrees that it is fully qualified to perform that portion itself and that the Bidder shall perform that portion itself. The County may require the three (3) lowest Bidders to submit other information pertinent to the proposed Subcontractors' quality, fitness, capacity and experience to satisfactorily perform the Work. Failure to timely submit such additional Subcontractor information may result in the Bid being deemed non-responsive and the Bid may be rejected by the County.

### **2.8.2. WORK OF SUBCONTRACTORS.**

The organization or arrangements of the Specifications and Plans shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid or from sub-bids that is reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

### **2.8.3. BIDDER-PERFORMED WORK.**

After the Bid Deadline, the County may require the three (3) lowest Bidders to submit information about Bidder-performed Work including, but not limited to, the dollar value or percentage value of Work to be performed by Bidder in conformity with the Contract Documents. See Section 3-2 of the General Provisions and Section 1.16 of the Special Provisions regarding requirements for Contractor-performed Work.

### **2.8.4. INELIGIBLE SUBCONTRACTORS.**

The successful Bidder is prohibited from performing Work on the Project with any Subcontractor who is ineligible to perform Work on a Public Works project pursuant to Sections 1725.5, 1777.1 or 1777.7 of the California Labor Code. By submitting a Bid, each Bidder certifies that it has investigated the eligibility of each and every listed Subcontractor and has determined that none is ineligible to perform Work pursuant to the Labor Code.

## **2.9 INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA**

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. Should it appear that the Work to be done is not sufficiently detailed or explained in the Contract Documents, the Bidder must bring this to the County's attention in writing prior to submittal of the Bid. If at any time (before or after submittal of its Bid Proposal) the Bidder 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. All Bidders shall submit such written requests to County on or before the deadline established in the Notice Inviting Bids unless modified by Addendum (i.e., at least **seven (7) calendar days** prior to the Bid Deadline, unless modified by Addendum). The person or entity submitting the request will be responsible for its proper delivery to County.

Interpretations, corrections, clarifications and changes to the Contract Documents will be made by Addenda. The County reserves the right to issue Addenda to the Contract Documents no later than seventy-two (72) hours prior to the Bid Deadline. Addenda will be transmitted by the County to all prospective Bidders who (1) attended and signed in at the pre-bid visit, conference, or meeting (if any), (2) downloaded a copy of these Contract Documents at <https://www.rcwaste.org/business/bids>, and/or (3) have submitted a written request for notice of Addenda to the Riverside County Department of Waste Resources located at 14310 Frederick St.,

Moreno Valley, CA 92553, 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. Addenda will be issued on <https://www.rcwaste.org/business/bids> alongside these Contract Documents. To be considered, a Bid 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 Bid Proposal. It is the Bidder's responsibility to actively check for the issuance of Addenda. 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 Bid Proposal. The Bidder shall identify and list in its Bid Proposal all Addenda received from the County. Failure to list all Addenda may be a basis for determining that a Bid Proposal is non-responsive.

## **2.10 POSTPONEMENT OF BID DEADLINE**

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 no later than seventy-two (72) hours prior to the specified time and date for public opening of bids.

## **2.11 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 Bid Proposal, including any Bid submittal comprising the Bid Proposal, is false, incorrect or materially incomplete and misleading.

## **2.12 DISQUALIFICATION OF BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one Bid; however, a person, firm, or corporation that has submitted a sub-bid to a Bidder or that has quoted prices of materials to a Bidder, is not, thereby disqualified from submitting a sub-bid or quoting prices to other Bidders or making a Bid as the prime Contractor. 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 grounds 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. In accordance with Public Contract Code Section 7106, each Bidder shall submit a Non-Collusion Declaration, signed under penalty of perjury, certifying that the Bid is not the result of and has not been influenced by collusion.

## **2.13 WITHDRAWAL OF BID PROPOSALS**

Any Bid Proposal may be withdrawn at any time prior to the hour Bid Deadline, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such Bid Proposal, and filed with the County. The withdrawal of a Bid Proposal shall not

prejudice the right of a Bidder to file a new Bid Proposal. Once submitted, all Bids are irrevocable, except as otherwise provided by law. Requests for withdrawal of Bids after the Bid Deadline shall be made only in accordance with Public Contract Code § 5100, *et seq.* Each Bidder agrees by submitting a Bid that its Bid shall remain open, is irrevocable, and may not be modified, withdrawn or cancelled for the period specified in the Notice Inviting Bids, unless a Bidder and, if applicable, its Bid Bond surety, agree to extend the period of Bid irrevocability.

#### **2.14 IRAN CONTRACTING ACT CERTIFICATION**

Each Bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 *et seq.* with its Bid on the County-prescribed form.

## **ARTICLE 3 - CONSIDERATION OF BIDS**

### **3.1 BASIS OF AWARD/ALTERNATE BID ITEMS**

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 Contract 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) violated any law or regulation required of a Contractor in the submission of bids to or performance under any Contracts with any public entity.

#### **3.1.1. NO ALTERNATE BID ITEMS.**

If Alternate Bid Items are not called for in the Contract Documents:

- A. The lowest Bid shall be determined by the lowest Base Bid.
- B. If a submitted Bid includes alternate prices for any Bid Item, the County may reject the Bid.

#### **3.1.2. ALTERNATE BID ITEMS.**

If Alternate Bid Items are called for in the lowest Bid shall be determined by the lowest total of the prices on the Base without consideration of Alternate Bid Items:

- A. Each Bidder must fill in the prices for all Alternate Bid Items indicated on the Schedule of Bid Items;
- B. If no change in the Base Bid is required, enter "No Change" in the blank for the price of the Alternate Bid Item;
- C. Any Bid that does not include prices for any Alternate Bid Item may result in the Bid being rejected as non-responsive; and
- D. County reserves the right, in its sole discretion, to select any, all, or none of the Alternate Bid Items at the time of award of the Contract, regardless of whether those Alternative Bid Items were used in the analysis to determine the lowest Bid.

### **3.2 NOTICE OF INTENT TO AWARD**

Following public opening and reading of Bids, and prior to the period of Bid irrevocability established in the Notice Inviting 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 Contract, which will be e-mailed to all Bidders submitting a Bid Proposal (“Notice of Intent to Award”). The County, in its sole and absolute discretion, may elect to request that some Bidders extend the period of Bid irrevocability and thereafter, 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 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 Andy Cortez, 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 under this provision 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 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 designee shall be final, unless overturned by the Board of Supervisors.

### **3.4 ACCEPTANCE AND REJECTION OF BIDS AND POST BID INTERVIEWS**

The County reserves the right to: waive any irregularities or informalities in any Bids or in the bidding process; judge the Bidder’s representations as stated in the Bid forms, including the Bidder’s Statement of Qualifications, and any post-Bid information to determine whether or not Bidder is qualified to perform the Work; be the sole judge regarding the suitability of the products, services or supplies offered; not purchase all items or the full quantity of each item listed in the Bidding Documents; reject any or all Bids; modify, cancel or withdraw the Notice Inviting Bids; issue a new Notice Inviting Bids; suspend or abandon the Project; appoint evaluation committees to review bids and seek the assistance of outside technical experts in Bid evaluation; waive deficiencies, informalities and minor irregularities in Bids; require a Bidder to provide a guarantee (or guarantees) of the Contract by a third party; and to not issue a Notice to Proceed after execution of the Contract. In submitting a Bid, the Bidder is specifically acknowledging the County holds

these rights. The Notice Inviting Bid does not commit the County to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the County pay for any costs incurred in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the Bidder disclaims any right to be paid for such costs associated with any and all Bid Proposals. Bids may be considered irregular and may be rejected for reasons that include, but are not limited to, the following:

1. If the forms furnished by the County are not used or are altered.
2. If there are material additions, qualifications, conditions, or irregularities of any kind which may make the Bid incomplete, indefinite, or ambiguous.
3. If the Bidder adds any provisions reserving its rights to accept or reject any award of Contract.
4. If the lump sum price, provided by the Bidder, is obviously unbalanced or is excessive or may materially affect the final cost of the Work. In case of an error in an extension, the price upon which the extension is based shall take precedence.
5. If the Bidder fails to complete, in any manner, the Bid forms where information is requested so that the Bid may not be properly evaluated.
6. If the Bid Bond/Security does not accompany the Bid Proposal.
7. If Bidder has been delinquent or unfaithful in the performance of any former Contract with the County.
8. If the Bid is received after the Bid Deadline.
9. If the County determines that any information provided by a Bidder is false or misleading or is so incomplete as to be false or misleading.

Prior to award of the Contract, and if requested by County, the Bidder agrees to meet with the County to review the details and calculations of the Bid Proposal and the Bidder'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 sixty (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 THE CONTRACT AWARD, SUCH CONTRACTOR SHALL SUBMIT TO THE COUNTY THE FOLLOWING:

- (1) Construction Agreement duly executed by an authorized delegate of the Contractor;
- (2) Performance Bond and Payment Bond (issued by Surety), as set forth in Paragraph 4.2 below;
- (3) Evidence of Insurance and Endorsements, as specified in Section 5-3 of the General Provisions;
- (4) Workers' Compensation Certificate and Waiver of Subrogation Endorsement, 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 Contract Documents; and
- (2) Schedule of Values, prepared by Bidder in the manner required by the Contract Documents.

### 4.2 CONTRACT SECURITY - PERFORMANCE AND PAYMENT BONDS

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 (the "Performance Bond"), 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 (the "Payment Bond"). 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) are 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 California Admitted Surety Insurers which are authorized by the State of California to issue such bonds.

#### **4.3 FORFEITURE OF BID SECURITY 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 Construction Agreement within five (5) days after the prescribed forms are presented to it for signature, the County may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to post such security and execute such copies of the Construction Agreement and may award the Work to the next lowest responsible Bidder, or may call for new bids.

#### **4.4 PUBLIC RECORDS**

County seeks to conduct its business openly. Upon opening, all Bids shall be regarded as public, with the exception of the Statement of Qualifications and attachments and those elements of each Bid that are identified by the Bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a Bid which a Bidder desires not to be considered public must be clearly marked as set forth above; any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the County in any way whatsoever. If County receives a request from a third party to make a Bid available for inspection or copying, the County will notify the Bidder of the request. If a Bidder instructs the County that the information is not to be released, County will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required by law (despite the Bidder's request for confidentiality), the County shall not in any way be liable or responsible for the disclosure of such records or part thereof.

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# **BID PROPOSAL**

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## BID PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE:

The undersigned hereby declares:

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

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(If the Bidder 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 co-partners. If an individual, state the name and address under which the Contract is to be drawn). If a limited liability company, give the names and addresses of the manager and all members.

- (b) That this Bid Proposal is made without collusion with any other person, firm or corporation.
- (c) That the Bidder 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 Bidder 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 Bidder will enter into a written Contract with the County of Riverside.
- (f) That the Bidder proposes to enter into such Contract and to accept in full payment for the Work actually done at 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: TEN PERCENT (10%) OF THE TOTAL BID PROPOSAL.

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

ADMINISTRATIVE PROVISIONS

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Bidder bids as follows on this Bid Item List for **ON-CALL SITE IMPROVEMENTS** at the RIVERSIDE COUNTY SANITARY LANDFILLS located in Riverside County, California:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Construct Asphalt Concrete Roadway (6" Thick A.C. over 12" Thick Class II Base)	SF	54,000		
2	<i>Optional</i> Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (6" Thick A.C. over 12" Thick Class II Base)	SF	5,000		
3	Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (7" Thick A.C. over 10" Thick Class II Base)	SF	3,000		
4	<i>Optional</i> Saw-cut, Remove, and Replace Damaged Sections of Existing 6" Thick Concrete	SF	500		
5	<i>Optional</i> Construct Reinforced Shotcrete Structures	CY	20		
6	<i>Optional</i> Construct Asphalt Concrete Drainage Structures	T	110		
7	<i>Optional</i> Excavation, Hauling, and Stockpiling Daily Cover Material	CY	70,000		
8	<i>Optional</i> Furnish and Install Crushed Miscellaneous Base (CMB)	T	5,100		
9	<i>Optional</i> Furnish and Install 2"-4" Rock	T	6,700		
10	<i>Optional</i> Furnish and Install 3"-6" Rock	T	1,050		
11	<i>Optional</i> Apply Greenwaste Material	SF	505,600		
12	<i>Optional</i> Construct 2-Foot Tall Earthen Berm with Compacted Engineered Fill	LF	1,400		
13	<i>Optional</i> Construct 3-Foot Tall Earthen Berm with Compacted Engineered Fill	LF	2,200		
14	<i>Optional</i> Remove, Salvage, and Replace Gabion Baskets	EA	42		
15	<i>Optional</i> Relocate and Install K-Rail Barriers	EA	25		
16	<i>Optional</i> Apply Thermoplastic Striping at Lamb Canyon Landfill	LS	1		
17	<i>Optional</i> Furnish and Install 24-Inch Corrugated HDPE Pipe and Accessories	LF	300		
18	Excavate and Haul Sediment from Badlands SW Sedimentation Basin	CY	2,000		
19	Furnish and Install Class II Base	T	90		
20	Apply Thermoplastic Striping at Badlands Landfill	LF	200		
21	Authorized Time and Materials	LS	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), subject to additions and deductions as provided for in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation, in accordance with California Corporations Code section 313, unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto.

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## LIST OF SUBCONTRACTORS

The name, the location of the place of business, the California Contractor License Number, and Public Works Contractor Registration Number issued pursuant to Section 1725.5 of the Labor Code of each Subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement, or a Subcontractor who specially fabricates and installs a portion of the Work or improvement, in an amount in excess of one-half (½) of one percent (1%) of the Bidder'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:

**Bid Item No. (s):**

\_\_\_\_\_

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

Location: \_\_\_\_\_

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

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

**Bid Item No. (s):**

\_\_\_\_\_

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

Location: \_\_\_\_\_

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

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

**Bid Item No. (s):**

\_\_\_\_\_

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

Location: \_\_\_\_\_

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

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

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**Bid Item No. (s):**

---

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

Location: \_\_\_\_\_

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

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

**Bid Item No. (s):**

---

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

Location: \_\_\_\_\_

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

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

**Bid Item No. (s):**

---

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

Location: \_\_\_\_\_

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

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

**Bid Item No. (s):**

---

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

Location: \_\_\_\_\_

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

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

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## PROJECT REFERENCE FORM

<b>Project Reference No. _____</b>	
Project Name:	
Project Location:	
Contractual Completion Date:	
Adjusted Completion Deadline Based on Time Extensions Granted by Owner:	
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 Bidder's Project Manager/Lead in Office: Superintendent/Lead on Site:	
Brief Description of Work Performed (Describe how the Scope of Work meets the Experience Criteria for the Project that is the subject of this Bid):	

Bidder shall provide all of the project reference information requested on this 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.

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## BIDDER'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 will 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 submitted in sufficient time to allow 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 Contract 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 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 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 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 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, or paid for completion because your firm was in default or terminated 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 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 Bidder or any of its owners or officers been charged and convicted of a crime under federal, state, or local law involving: (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?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

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Certification

The Bidder's Statement of Qualifications Form submitted by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of each officer signing on behalf of a corporation shall be furnished.

The Bidder's Statement of Qualifications Form submitted by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature.

**Each person signing below makes the following representations under penalty of perjury:**

The submitter of the foregoing answers has read the same and the matters stated therein are true to the best of his or her own personal knowledge. This information is provided for the purpose of qualifying to bid on the Project, and any individual, company or other agency named herein is hereby authorized to supply the awarding body with any information necessary to verify the prospective bidder's statements. By signing below, the submitter and the named Contractor hereby grant permission to the County to contact any or all of the above listed persons or entities to confirm facts or otherwise investigate the above facts and issues.

The submitter understands that any statement which is proven to be false shall be grounds for immediate disqualification from bidding on the Project. The submitter whose signature appears below represents and warrants that he or she has authority to bind the named Contractor.

I, \_\_\_\_\_ (Name), the undersigned, am the \_\_\_\_\_ (Title),

with the authority to act for and on behalf of \_\_\_\_\_ (Contractor Entity Name), declare under penalty of perjury under the laws of the State of California that the foregoing information provided in this Bidder's Statement of Qualification Form is true, full, and correct.

I understand that making a false statement may result in disqualification from bidding on any Public Works project, registering as a Public Works Contractor with the Department of Industrial Relations, and may be grounds for termination of a Public Works Contract.

Executed on this: \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.  
(Date) (Month / Year) (City / State)

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

Signature of Contractor Representative: \_\_\_\_\_

(ADD ADDITIONAL SIGNATURE PAGES AS NECESSARY TO COMPLY WITH THE CERTIFICATION REQUIREMENTS ABOVE.)

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**BIDDER'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 Bidder been in business as a Contractor? \_\_\_\_\_
5. How many years has Bidder been in business under its present name? \_\_\_\_\_
6. Under what other or former name have you operated? \_\_\_\_\_
7. Bidder certifies that it is the license under 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 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): \_\_\_\_\_

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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 Bidder must either:

1. 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

2. 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 Bidder 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 Bidder/financial institution identified below, and the Bidder/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.

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

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**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Bidder/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.

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

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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 XXXIV 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) –  
Not necessary when cash, cashier’s check or certified check accompanies Bid)

Recitals:

1. \_\_\_\_\_ (Bidder) has submitted its Bid 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 dated \_\_\_\_\_.

2. WHEREAS,

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

\_\_\_\_\_  
(Name, address, and telephone number of Bidder),

the undersigned Bidder, as Principal, has submitted the accompanying Bid Proposal, which as a condition of submittal shall include 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.

3. WHEREAS,

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

\_\_\_\_\_  
(Name, address, and telephone number of Surety),

the undersigned Surety, hereafter called Surety, is the surety, an Admitted surety insurer pursuant to Code of Civil Procedure Section 995.120, on this Bond.

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Agreement: NOW, THEREFORE, We, Bidder 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 Total Bid Proposal price 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, Bidder executes the Construction Agreement and furnishes the Bonds and certificates of insurance as agreed to in its Bid Proposal, otherwise it remains in full force and effect until forfeiture resulting from failure of Bidder 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.
5. The penal sum guaranteed by this Bond shall be forfeited to the County in the event of any of the following:
  - a. Principal withdraws said Bid after the Bid Deadline in violation of the Contract Documents and Applicable Law; or
  - b. Principal fails to provide the County within the time specified in the Contract Documents, the executed Construction Agreement, insurance and bonds.

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

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

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

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

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

(Surety)

(Bidder)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged by a notary (attach acknowledgments). A power of attorney for the attorney-in-fact of the Surety must be attached.

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

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## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“**Agreement**”) is made as of \_\_\_\_\_ and is by and between the COUNTY OF RIVERSIDE, through its Department of Waste Resources, a political subdivision of the State of California, (County) and \_\_\_\_\_, (Contractor). The indemnity and insurance obligations of Contractor, as set forth in Section **5-3** General Provisions, shall commence upon execution of this Agreement.

### 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 (the “**Project**”), 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, except Change Orders and Construction Change Directive issued after execution of this Agreement, are enumerated as follows:
  - (a) Construction Agreement, including:
    - a. Exhibit A, Bidder’s completed Bid Item List, Performance Bond, Payment Bond, List of Subcontractors, and Non-Collusion Declaration,
    - b. Exhibit B, Workers’ Compensation Contractor Certificate,
    - c. Exhibit C, Declaration of Sufficiency of Funds,
    - d. Exhibit D, Evidence of Insurance,
    - e. Exhibit E, Construction Schedule,
  - (b) Administrative Provisions;
  - (c) General Provisions;
  - (d) Special Provisions for **ON-CALL SITE IMPROVEMENTS** at the RIVERSIDE COUNTY SANITARY LANDFILLS;
  - (e) Appendix A – Rule 403 Dust Control Requirements;
  - (f) Appendix B – Landfill Site Rules;
  - (g) Appendix C – Badlands Sanitary Landfill Rule 1150 Landfill Excavation Permit;
  - (h) Appendix D – Project Drawings for **ON-CALL SITE IMPROVEMENTS**;
  - (i) Standard Specifications for Public Works Construction, Latest Edition, with Amendments (“**Standard Specifications**” or “**Greenbook**”);
  - (j) Any other documents included in or incorporated into the Contract Documents;
  - (k) Addenda Nos. \_\_\_\_\_;
  - (l) Orders, instructions, drawings and plans issued by County during the course of the Work in accordance with the provisions of the Contract Documents.

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Each of the listed 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.

The following are not considered Contract Documents and stand alone:

- Payment Bond and Performance Bond
- Escrow Agreement (optional)

**3. Precedence of the Contract Documents.** In the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by County in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence. The order of precedence, from highest to lowest, shall be as follows:

- Permits issued by jurisdictional regulatory agencies.
- Change Orders, Construction Change Directives and/or Supplemental Agreements, or Addenda to any of the Contract Documents; whichever occurs last.
- Construction Agreement.
- Special Provisions.
- Administrative Provisions.
- General Provisions.
- Project Drawings and Specifications as listed in Appendix D.
- Standard Drawings.
- Reference Specifications.

Detail drawings shall take precedence over general drawings.

**4. Notice to Proceed.** The County will not issue the Notice to Proceed before the Contractor submits the Performance Bond, Payment Bond, certificates of insurance, construction schedule, Public/Site Safety Plan, and Project-specific SWPPP supplement, and attends the mandatory pre-construction meeting. After receipt of the construction schedule, Public/Site Safety Plan, and Project specific SWPPP supplement, the County will review said documents and provide appropriate comments. The Contractor will be required to address all comments from the County and resubmit within five (5) Working Days.

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Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. County may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the County's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor County's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of County's right to liquidated damages.

County's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) County's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which County has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit County's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

## **6. Contract Price and Payment.**

**6.1 Contract Price.** The Contract Price is the total aggregate amount of the Contractor's Total Bid Proposal based on the estimated quantities listed in the Bid Proposal as set forth in the award of the Contract approved by the County's Board of Supervisors. The estimated quantities will not govern final payment. The Contractor will receive and accept and the County will pay the Unit Prices and lump sum prices only for actual quantities of installed items constructed in accordance with the Contract Documents specified in the attached Bid Item List which is incorporated herein by reference as Exhibit A, as full compensation for the Contractor's full performance of the Contract including furnishing all labor, materials, and equipment for doing all the Work contemplated and embraced in this Agreement. Upon completion of the Work, if the actual installed quantities show either an increase or decrease from the estimated quantities in the Bid Proposal, the Unit Prices (including lump sum prices) will prevail.

**6.2 Payment Procedures.** Based upon applications for payment submitted by the Contractor to the County, the County shall make payments to the Contractor in accordance with Article 7 of the General Provisions.

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7. **Bonds.** The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the County. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the County and the County's separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the County in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all Claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the County. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the County.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the County, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the County, provide written documentation to the Satisfaction of the County that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the County.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andy Cortez  
General Manager – Chief Engineer

COUNTY OF RIVERSIDE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Kimberly Rector, Clerk of the Board

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

(Seal)

**CONTRACTORS LICENSE NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

\_\_\_\_\_  
CONTRACTOR

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

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

Title: \_\_\_\_\_  
(If corporation, attach corporate seal)

License No.: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

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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 in this Bid Proposal (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. Notwithstanding anything to the contrary in the Contract Documents, Contractor will not be entitled to an adjustment of any unit cost, except as expressly agreed to in writing by the County, which agreement shall be within the County’s sole and absolute discretion.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Construct Asphalt Concrete Roadway (6” Thick A.C. over 12” Thick Class II Base)	SF	54,000		
2	<i>Optional</i> Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (6” Thick A.C. over 12” Thick Class II Base)	SF	5,000		
3	Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (7” Thick A.C. over 10” Thick Class II Base)	SF	3,000		
4	<i>Optional</i> Saw-cut, Remove, and Replace Damaged Sections of Existing 6” Thick Concrete	SF	500		
5	<i>Optional</i> Construct Reinforced Shotcrete Structures	CY	20		
6	<i>Optional</i> Construct Asphalt Concrete Drainage Structures	T	110		
7	<i>Optional</i> Excavation, Hauling, and Stockpiling Daily Cover Material	CY	70,000		
8	<i>Optional</i> Furnish and Install Crushed Miscellaneous Base (CMB)	T	5,100		
9	<i>Optional</i> Furnish and Install 2”-4” Rock	T	6,700		
10	<i>Optional</i> Furnish and Install 3”-6” Rock	T	1,050		
11	<i>Optional</i> Apply Greenwaste Material	SF	505,600		
12	<i>Optional</i> Construct 2-Foot Tall Earthen Berm with Compacted Engineered Fill	LF	1,400		
13	<i>Optional</i> Construct 3-Foot Tall Earthen Berm with Compacted Engineered Fill	LF	2,200		
14	<i>Optional</i> Remove, Salvage, and Replace Gabion Baskets	EA	42		
15	<i>Optional</i> Relocate and Install K-Rail Barriers	EA	25		
16	<i>Optional</i> Apply Thermoplastic Striping at Lamb Canyon Landfill	LS	1		

(Table continued on next page.)

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ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
17	<i>Optional</i> Furnish and Install 24-Inch Corrugated HDPE Pipe and Accessories	LF	300		
18	Excavate and Haul Sediment from Badlands SW Sedimentation Basin	CY	2,000		
19	Furnish and Install Class II Base	T	90		
20	Apply Thermoplastic Striping at Badlands Landfill	LF	200		
21	Authorized Time and Materials	LS	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), subject to additions and deductions as provided for in this Agreement.

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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 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.

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As a condition precedent to the satisfactory completion of the Contract, the above obligations shall hold good and remain in effect for a period equal to the warranty and/or guarantee periods of the Contract, during which time Surety's obligations 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 take one of the following actions:

- (1) 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) to be secured with performance and payment bonds extended by a qualified surety equivalent to the "Balance of the bonds issued on the Construction Contract and pay to the County the amount of damages in excess of the Balance of the Contract Price (as hereinafter defined) incurred by the County as a result of the Contractor Default; or
- (2) Waive its right to arrange for completion of the Work and pay to the County the amount of damages in excess of the Balance of the Contract Price incurred by the County as a result of the Contractor Default, subject to the penal amount of this bond as set forth above.

If the Surety elects to complete the Contract Subject to the commitment by the County to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for (a) the responsibilities of the Contractor for correction of defective Work and completion of the Construction Contract; (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety; and (c) liquidated damages caused by delayed completion of the Work.

The term "**Balance of the Contract Price**," as used herein, 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 or deduct from payment under the terms of the Contract and Applicable Law.

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If the Surety does not proceed as provided above with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the County to the Surety demanding that the Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County.

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

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

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

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

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

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

Signature provisions on following page:

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**Affix Seal if Corporation**

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

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

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

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

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

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

**Affix Corporate Seal**

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

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

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

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

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

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**PAYMENT BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

**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.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Contract between Contractor and the County. Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney’s fee provision contained in this Labor and Materials Payment

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Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

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.

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

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

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

Signature provisions on following page:

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**Affix Seal if Corporation**

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

\_\_\_\_\_

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

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

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

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

**Affix Corporate Seal**

\_\_\_\_\_

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

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

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

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

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**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 its employees.
- (c) For any county, city, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against Workers' Compensation Claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer Workers' Compensation Claims properly, and to pay Workers' Compensation Claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against Workers' Compensation Claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

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

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

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

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

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**DECLARATION OF SUFFICIENCY OF FUNDS**

(California Labor Code Section 2810)

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

1. The Contractor’s employer identification number for state tax purposes is:

\_\_\_\_\_.

2. The Contractor’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 Contractor 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 Contractor’s Bid

[Insert information requested. Attach additional sheets, if needed.]:

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

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 Contractor’s Bid  
[If no such housing will be provided, enter “none”]:

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

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5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Contractor'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.]:

Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages

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 Contractor'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 Contractor'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.]:

List of Independent Contractors	Current Local, State and Federal Contractor License Identification Number

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

- The statement of number of independent Contractors declared in Paragraph 7, above, is a statement of the actual number of independent Contractors that will be utilized.
- The actual number of independent Contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent Contractors declared therein is based on the Contractor'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 Contractor 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)

\_\_\_\_\_  
Print Name of Signer:

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

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ADD EVIDENCE OF INSURANCE EXHIBIT HERE

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**GENERAL PROVISIONS**

**FOR**

**THE CONSTRUCTION OF**

**ON-CALL SITE IMPROVEMENTS**

**AT**

**RIVERSIDE COUNTY SANITARY LANDFILLS**

**JUNE 2024**

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## ARTICLE 1 - GENERAL

### 1-1 GENERAL

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

The phrase unless otherwise specified shall mean unless otherwise specified in the Contract Documents or shown on the Plans.

The Work shall be performed in accordance with these Contract Documents.

### 1-2 TERMS AND DEFINITIONS

Whenever in these Contract Documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows (See Special Provisions and/or Detailed Provisions for additional terms and definitions):

- a) **Admitted Surety Insurer.** “Admitted Surety Insurer” means corporate issuer or a reciprocal or interinsurance exchange to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code (CCP 995.120).
- b) **Agency.** “Agency” whenever used in the Contract Documents shall refer to the County Department of Waste Resources.
- c) **Agreement.** “Agreement” means the Construction Agreement included with the Administrative Provisions entered into between the County and the Contractor (sometimes also referred to as the “Contract”).
- d) **Allowable Costs.** “Allowable Costs” means those costs that are used in calculating Contract Adjustments to the Contract Price.
- e) **Allowable Markups.** “Allowable Markups” means those percentage markups used in calculating Contract Adjustments to the Contract Price.
- f) **Alternate Bid Item.** “Alternate Bid Item” is Work described in the Contract Documents as Alternate Work, to be added or deducted from the Base Bid, which shall be the Contractor’s responsibility, for the price included in the Bid, if the County accepts the Alternate Bid Item.
- g) **Applicable Law.** “Applicable Law” means all Federal, State, County and municipal laws, statutes, ordinances, resolutions, codes, rules, regulations, building inspection assessments and recommendations, fire marshal approvals, lawful orders of governmental authorities and life safety codes as may be amended from time to time, governing Contractor’s performance of the Work.

- h) **Base Bid, Base Bid Price.** “Base Bid” or “Base Bid Price” is the price stated in the Bid for which the Bidder offers to perform the Work described in the Contract Documents as the base Contract Work (i.e. not including Alternate Bid Items).
- i) **Bid, Bid Proposal.** “Bid” or “Bid Proposal” is a completed and properly executed offer by the Bidder on County-prescribed forms to perform the Work for the price(s) stated in response to the Notice Inviting Bids.
- j) **Bid Item.** “Bid Item” means an item of Work listed on the Bid Item List in the Bid Proposal, for which the Bidder provides a price.
- k) **Bid Item List.** “Bid Item List” means the list of items of Work, units of measure, Estimated Quantities, and the prices offered by the Bidder submitted on the County’s forms, setting forth the prices for the Work including the Base Bid Price and Alternate Bid Items, if any.
- l) **Bidder.** “Bidder” means any individual, firm, partnership, limited liability company, or corporation submitting a Bid for the Work contemplated, acting directly or through a duly authorized representative.
- m) **Board or Board of Supervisors.** “Board” or “Board of Supervisors” means the Board of Supervisors of the County, also sometimes referred to as the Board.
- n) **Change.** “Change” means a modification, change, addition, substitution or deletion in the Work. Use of the term “Change,” in any context, in the Contract Documents shall not be interpreted as implying that the Contractor is entitled to a Contract Adjustment on any basis other than as permitted by the terms of the Contract Documents for Change Orders or Deleted Work.
- o) **Change Order.** “Change Order” means a written instrument, signed in accordance with the requirements of the General Provisions, setting forth the agreement of the County and the Contractor on the terms of a Contract Adjustment. See Section 7-4.4.3 of these General Provisions.
- p) **Change Order Request.** “Change Order Request” means the Contractor’s written request for a Contract Adjustment.
- q) **Claim.** “Claim” means a separate demand by the Contractor sent by registered mail or certified mail with 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 under the Contract; (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; (d) that Contractor’s performance is excused, or (d) other relief. See Article 8 -of these General Provisions.
- r) **Construction Change Directive.** “Construction Change Directive” means a written instrument issued by the County to the Contractor which: (1) directs the performance of a Change that does not involve a Contract Adjustment; (2) establishes a mutually agreed

basis for compensation to the Contractor for a Change under circumstances where performance of the Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) directs the performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

- s) **Contract.** "Contract" means the Agreement included in the Administrative Provisions covering the Work signed by County and Contractor, which includes all Contract Documents.
- t) **Contract Adjustment.** "Contract Adjustment" means an adjustment, additive or deductive, to the Contract Price or Contract Time permitted by the Contract Documents due to circumstances constituting a Change, Excusable Delay, or Deleted Work.
- u) **Contract Documents.** The "Contract Documents" for the Project are enumerated in the Agreement.
- v) **Contract Price.** "Contract Price" shall mean either the total aggregate amount of the Lump Sum, Unit Price, or Unit Prices named in the Agreement awarded by the County, subject to adjustment for variances in quantities and Change Orders or Unilateral Change Orders, or the total of all payments under the Contract at the Lump Sum, Unit Price, or Unit Prices based on the Engineer's approvals of installed quantities of Work, as the case may be.
- w) **Contract Time.** "Contract Time" means the total number of Working Days stated in the Agreement within which Contractor must complete the Work, as may be modified by a Change Order or Unilateral Change Order.
- x) **Contractor.** "Contractor" means the person or persons, entity, including but not limited to, limited liability corporation, co-partnership, or corporation, private or municipal, who have entered into the Agreement with the County, or his or their legal representatives.
- y) **County or Owner.** "County" or "Owner" means the County of Riverside, by and through the Department of Waste Resources.
- z) **Critical Path.** "Critical Path" is the longest continuous chain of activities for the Work that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date of the Work.
- aa) **Defective Work.** "Defective Work" means materials, equipment, labor, workmanship, construction services or other construction work comprising the Work of Contractor or a Subcontractor that: (1) is faulty, omitted, incomplete or deficient, or (2) does not conform to Applicable Laws, the Contract Documents, or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.
- bb) **Delay.** "Delay" means any circumstances involving delay, disruption, hindrance, or interference to the Critical Path of the Work.

- cc) **Deleted Work.** “Deleted Work” means Work that is eliminated or cost reduced pursuant to a Change Order or Unilateral Change Order.
- dd) **Department.** “Department” means the Department of Waste Resources, an agency of the County.
- ee) **Differing Site Conditions.** “Differing Site Conditions” means unforeseen “changed conditions,” as defined in Section 2-6 of these General Provisions, that the Engineer determines constitute a basis for Contract Adjustment.
- ff) **Engineer.** “Engineer” means 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.
- gg) **Excusable Delay.** “Excusable Delay” means a Delay to Contractor’s ability to achieve Final Completion of the Work within the Contract Time that is: (1) not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, to comply with the Contract Documents; (2) unforeseeable, unavoidable and beyond the control of the Contractor and its Subcontractors, of every Tier; and (3) the result of a Force Majeure event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of the Contractor any a Subcontractor, of any Tier, nor any failure by a Subcontractor, of any Tier, to perform any obligations imposed by Contract or Applicable Laws shall constitute grounds for Excusable Delay.
- hh) **Extra Work.** “Extra Work” means new or unforeseen labor, materials, equipment, services or other work, not reasonably inferable by Contractor or its Subcontractors from the design and other information set forth in the Contract Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen costs. References to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to an adjustment.
- ii) **Final Acceptance.** “Final Acceptance” of the Work occurs when the Engineer determines that Final Completion of the Work has been achieved, the Board issues a written acceptance of a completed Contract, and, a Notice of Completion has been recorded with the County of Riverside by the County. The date of Final Acceptance is the date the Notice of Completion is recorded by the County of Riverside Recorder.
- jj) **Final Completion.** “Final Completion” is the stage of performance of the Work when:
  - 1. All Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items noted upon Final Completion and final cleaning;
  - 2. Contractor has delivered to County all closeout documentation required by the Contract Documents;

3. Final inspection and approval by the Inspector of Record and all applicable governmental agencies has occurred and a final certificate of occupancy (or equivalent inspection sign-off by applicable governing agency) has been issued by covering the entire Project site without exception or condition; and
  4. The County accepts the Work as complete and, in its discretion, records a Notice of Completion and Acceptance.
- kk) **Force Majeure.** “Force Majeure” means any of the following unanticipated events not caused by County or Contractor, which materially and adversely affect Contractor’s obligations under the Contract: Acts of God as defined in Public Contract Code §7105, embargo, rebellion, war, terrorism, riot, act of sabotage, civil commotion, discovery of any archeological, paleontological or cultural resources, spill of hazardous substances by a third party not under the control of Contractor at or near the Project site which is required to be reported to the California Environmental Protection Agency, Department of Toxic Substances Control, discovery at, near or on the site of any species listed as “threatened” or “endangered” under the Federal or State Endangered Species Act, fire, flood, landslide. Force Majeure does not include epidemic, pandemic, virus, infection or other disease.
- ll) **Indemnified Parties.** “Indemnified Parties” shall refer to the County, its agencies, districts, special districts and departments, including but not limited to the Department of Waste Resources, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives and any parties to whom the County owes a duty to indemnify, defend, and hold harmless for any Work on the Project.
- mm) **Inspector of Record.** “Inspector of Record” means a person designated by the County to perform inspections on behalf of the County, who may be an employee or an independent consultant of the County.
- nn) **Installation Subcontractor.** “Installation Subcontractor” means a Subcontractor who performs a portion of the Work that includes providing substantial, rather than minor and incidental, services for the installation of temporary or permanent materials, equipment, or facilities at the Project site.
- oo) **Laboratory.** “Laboratory” means the laboratory(ies) authorized by the County to test materials and Work involved in the Contract.
- pp) **Legal Holiday.** “Legal Holiday” means: New Year’s Day; Martin Luther King Jr. Birthday, Lincoln’s Birthday; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; day after Thanksgiving; Christmas; and such other days as are declared County holidays by ordinance passed by the Board of Supervisors.
- qq) **Non-Compensable Delay.** “Non-Compensable Delay” means a Delay caused by Force Majeure events.

- rr) **Notice of Change.** “Notice of Change” means a formal written notice required to be submitted by the Contractor to the County notifying the County of circumstances that the Contractor believes may give rise to a Contract Adjustment.
- ss) **Notice of Delay.** “Notice of Delay” means a formal written notice prepared and submitted by the Contractor to the County notifying the County of circumstances that the Contractor believes may give rise to a Contract Adjustment to the Contract Time for Excusable Delay.
- tt) **Or Equal Substitution.** “Or Equal Substitution” means the material, product, equipment, process, thing, or services proposed by the Contractor for use in the Work as equivalent to that specified in the Contract Documents, which must be approved as equal in the opinion of the Engineer before used in the Work.
- uu) **Plans or Project Drawings.** “Plans” or “Project Drawings” means 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, and which are to be considered a part of the Contract Documents.
- vv) **Project.** “Project” means the total construction of the Project identified in the Notice Inviting Bids of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors and the County’s own forces.
- ww) **Reasonable Order of Magnitude Estimate.** “Reasonable Order of Magnitude Estimate” means a general estimate prepared by Contractor, or jointly by Contractor and County, without the benefit of complete or definitive pricing by Subcontractors, of the projected additional cost and time associated with Contractor’s performance of a particular item or items of Extra Work described in a Construction Change Directive. Unless otherwise agreed to in writing between County and Contractor, a Reasonable Order of Magnitude Estimate does not constitute either an authorization or agreement by County to any adjustment or a guarantee.
- xx) **Request for Extension.** “Request for Extension” means a formal written request submitted by the Contractor to the County setting forth the justification and support for Contractor’s request for a Contract Adjustment to the Contract Time.
- yy) **Right of Way.** “Right of Way” means the whole established piece of property, which is reserved for and secured for access to or use in constructing the Work.
- zz) **Specifications.** “Specifications” means the directions, provisions, and written requirements contained in the Contract Documents as to the method and manner of performing the Work or to the quantities and qualities, standards and workmanship of materials, equipment, systems and related services to be furnished under the Agreement.
- aaa) **Subcontractor.** “Subcontractor” means a person or entity that has a direct Contract with the Contractor or with another Subcontractor to perform a portion of the Work, including

without limitation, Subcontractors, Sub-subcontractors, suppliers, equipment operators, manufacturers and vendors, of any and every Tier.

- bbb) **Superintendent.** “Superintendent” means the executive representative of the Contractor, present on the Project site at all times while performing the Work, authorized by the Contractor to receive and execute instructions from the County.
- ccc) **Surety or Sureties.** “Surety” or “Sureties” means the Admitted Surety Insurer(s), approved by the County, who may guarantee the fulfillment of the Contract by bond, and whose signatures are attached to said bond.
- ddd) **Tier.** “Tier” means the contractual level of a Subcontractor with respect to the Contractor. For example, a “first-Tier” Subcontractor is under a direct Contract with the Contractor. A Sub-subcontractor under Contract with a first-Tier Subcontractor is in the “second-Tier,” and so on. Use of the phrase “of every Tier,” or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrase is not used, are intended to be limited in application to only the first Tier or to only certain other Tiers of Subcontractors.
- eee) **Unexcused Delay.** “Unexcused Delay” means any Delay caused by Contractor, or that is not an Excusable Delay, including, without limitations, the following: (1) Delay caused by an act or omission of the Contractor or a Subcontractor (2) Delay for which the Contractor has failed to provide a timely and complete Notice of Delay or Request for Extension; or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor’s risk or Contractor’s own expense.
- fff) **Unforeseen Difficulties.** “Unforeseen Difficulties” means the risk of all loss or damage, except as noted in Section 5-5.6 of these General Provisions, 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.
- ggg) **Unilateral Change Order.** “Unilateral Change Order” means a written Change Order issued by the County for a Contract Adjustment, for which there is no mutual agreement between the County and the Contractor regarding the terms thereof.
- hhh) **Unit Price.** “Unit Price” means a Contract Unit Price entered by a Bidder in its Bid for a single unit of a Bid Item of Work or a Stipulated Unit Price established by the County in the Contract Documents.
- iii) **Work.** “Work” means all the resources, activities, construction work and other services specified, indicated, shown or reasonably inferable from the Contract Documents including labor, materials, equipment and services to fulfill the Contractor’s obligations.
- jjj) **Working Day.** “Working Day” means any day (except Saturdays, Sundays, Legal Holidays, and days on which the Contractor is specifically required by the Contract Documents to suspend construction operations) on which the Contractor is not prevented



by inclement weather or resulting conditions from proceeding with at least sixty (60) percent of the normal labor and equipment force engaged in the controlling operation or operations for at least five (5) hours.

### **1-3 CORRECLATION AND INTENT OF CONTRACT DOCUMENTS**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and the Work called for by any one shall be as binding as if called for by all.

#### **1-3.1. 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.

#### **1-3.2. SEVERABILITY.**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable upon mutual agreement of the parties; otherwise, such provisions shall be severed and deleted from the Contract Documents. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

#### **1-3.3. PROVISIONS DEEMED INSERTED.**

Each and every provision of law and clause required to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause is included herein, and if through mistake, or otherwise, any such provision is not inserted or not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **1-3.4. SURVIVAL OF PROVISIONS.**

The Contract provisions relating to any obligation to provide insurance or indemnity, any waiver, warranty, guarantee or representation, any County right to Subcontractor assignment, joint or direct payment, or audit right given by the Contractor to County, the Claims and dispute resolution provisions, and all other provisions of the Contract Documents, which by their nature should survive termination of the Contract and completion of the Work, shall survive termination of the Contract and completion of the Work and shall be binding upon Contractor and County until any action thereunder is

barred according to terms in the Contract Documents or by the applicable statute of limitations or statute of repose.

## **ARTICLE 2 - SCOPE OF WORK**

### **2-1 WORK TO BE DONE**

The Contractor shall perform all work necessary to complete the Contract in accordance with the Contract Documents. Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

The Contractor shall provide all labor, power, light, water, materials, equipment, tools, scaffolding, machinery, transportation, insurance, permits, bonds, temporary protection, watchmen, and Superintendents 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.

### **2-2 ALTERATIONS AND CHANGES**

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 Bid 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 Contract Unit Prices bid by the Contractor.

### **2-3 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. Unless otherwise specified, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all Claims for damages caused by such actions.

#### **2-3.1. CLEANING UP RIGHTS OF WAY AND TEMPORARY FACILITIES.**

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.

### **2-4 THE CONTRACTOR'S EQUIPMENT AND FACILITIES**

#### **2-4.1. GENERAL.**

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work.

The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition, and regularly pumped out. The Contractor shall provide a hand washing facility.

The Contractor shall comply with all Applicable Law pertaining to public health, sanitation and physical distancing.

All equipment and facilities shall meet all requirements of Applicable Law.

#### **2-4.2. TEMPORARY UTILITY SERVICES.**

The Contractor shall, at its own expense, make all arrangements necessary for the provisions of temporary utility services necessary for its own use during performance of the Work.

The Contractor shall not draw water from any fire hydrant (except to extinguish fire), without obtaining permission from the water utility owner.

#### **2-4.3. CRUSHING AND SCREENING OPERATIONS.**

Unless otherwise specified in the Special Provisions and/or Detailed Provisions, the establishment and operation of portable screens and crushers will not be allowed on or adjacent to the Work site.

#### **2-4.4. HAUL ROUTES.**

Unless otherwise specified in the Special Provisions and/or Detailed Provisions, haul routes shall be determined by the Contractor.

### **2-5 CHANGES REQUESTED BY THE CONTRACTOR**

Changes in the Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work, and which are not detrimental to the Work or to the interest of the Agency, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

If the Contractor alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time, or that Contractor's performance is excused because of the acts or omissions of County. If latent or unforeseen conditions require modification of the Contract Documents, or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, a Change Order Request ("COR") may be submitted to the County in writing, using the forms described in Section 7-4.4.6.B of these General Provisions, and must specify the reasons for such change, including relevant circumstances and impacts on the construction schedule. The Contractor may request additional compensation and/or time through a COR but not for instances that occurred more than ten (10) Calendar Days prior to the COR. Contractor's failure to initiate a COR within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change. Any COR that is approved by the County will be incorporated in a Change Order or Construction Change Directive. If the County determines that the Work in question is not a change, the County shall issue a Work Directive, ordering the Contractor to proceed with the Work without delay. If the COR is denied but the Contractor believes that it does have merit, the Contractor may submit a Claim to the County.

## 2-6 CHANGED CONDITIONS

Contractor shall promptly, and before the following conditions are disturbed and in no event later than two (2) Business Days after first observance of the conditions, notify the County, in writing, of any:

- a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b. Subsurface or latent/concealed physical conditions at the Project differing from those indicated by information about the Project site made available to the Bidder prior to the deadline for submitting bids.
- c. Unknown physical conditions at the Project 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.

Notwithstanding the foregoing, the following conditions are excluded from concealed or unknown conditions: (1) conditions that Contractor had, or should have had, actual or constructive knowledge as of the date of the Agreement; or (2) conditions that could have been discovered by reasonable site investigation or review of other available site information referenced in the Contract Documents prior to the Bid Deadline.

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. If the County determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the County shall promptly notify the Contractor, stating the reasons. 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's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all Claims in connection therewith.

## **ARTICLE 3 - CONTROL OF THE WORK**

### **3-1 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.

### **3-2 SELF-PERFORMANCE**

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 (50%) of the remainder obtained by subtracting from the total original Contract Price the sum of any item designated herein, in the Bid 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, the supplier shall be designated in the List of Subcontractors. The value of the Work subcontracted will be based on the Bid Item bid price, if any subdivision of a Bid Item is subcontracted, the entire Bid Item shall be considered as subcontracted.

Any Bid that does not indicate that Work valued at least fifty percent (50%) of the Contract Price (except Specialty Items) will be performed by the Bidder's own forces, will be considered non-responsive and will be rejected with no further consideration. If, after execution of the Agreement, the County discovers the Contractor is performing Work valued at less than fifty percent (50%) of the Contract Price (except Specialty Items), the Contractor will be notified that it is in breach of the Contract. The Contractor's obligation to self-perform at least fifty percent (50%) of the Contract Price (except Specialty Items) is not subject to Change Orders that increase the value of subcontracted items of Work.

### **3-3 SUBCONTRACTORS**

The Contractor shall give personal attention to the fulfillment of the Contract. The Contractor shall keep the Work under its control. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their Work.

Before the Work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement listing the name, Contractor License Number, and business address of each Subcontractor and a description and value of each portion of the Work to be so subcontracted.

Reference is made to the Subletting and Subcontracting Fair Practices 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.

#### **3-3.1. INELIGIBLE SUBCONTRACTORS.**

Pursuant to Labor Code Section 1777.1, the Labor Commissioner publishes and distributes a list of Contractors ineligible to perform work as a Subcontractor on a Public Works

project. This list of debarred Contractors is available from the Department of Industrial Relations website at <https://www.dir.ca.gov/dlse/debar.html>. In addition, Subcontractors shall not be qualified to engage in the performance of this Public Works Project unless currently registered and qualified to perform Public Work pursuant to Labor Code Section 1725.5. Contractor shall not Contract with an uninsured Subcontractor.

### **3-3.2. COUNTY’S RIGHT TO OBJECT TO SUBCONTRACTORS.**

All Subcontractors, whether or not they are required to be listed in Contractor’s Bid Proposal, must be acceptable to the County, and/or Agency funding the Project. If the County or funding entity has made a reasonable objection to a Subcontractor proposed by the Contractor, the Contractor shall propose a replacement without increase to the Contract Price or Contract Time.

### **3-3.3. COORDINATION OF SUBCONTRACTORS.**

The Contractor is responsible for properly performing and completing all Work required by the Contract, whether or not the Contractor employs Subcontractors for certain portions of the Work. The Contractor shall coordinate the sequence and timing of his or her efforts and those of any Subcontractors to insure the proper and timely completion of the Work. 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 Project.

### **3-3.4. INCORPORATION OF CONTRACT DOCUMENTS IN SUBCONTRACTS.**

Each subcontract or supply agreement shall contain provisions that:

1. Require that the Work being performed pursuant to such subcontract or supply agreement, as the case may be, be performed in accordance with the requirements and intent of the Contract Documents;
2. Require Subcontractors of any tier and supplier to furnish to Contractor or the applicable Subcontractor, as the case may be, in a timely fashion all information necessary for the preparation and submission of the reports, operations and maintenance manuals, warranties, as-built information, and closeout documents required herein;
3. Require that each Subcontractor and supplier continue to perform under its subcontract or supply agreement if the Contract is terminated and if the County takes an assignment of the subcontract or supply agreement and requests the Subcontractor or supplier to continue such performance; and
4. Include the termination and suspension provisions set forth in Sections 6-6, 6-7, and 6-8 below.

If any provision of any subcontract or supply agreement is inconsistent with any provision of the Contract Documents or the intent of the Contract Documents, then the Contract Documents shall control.

**3-3.5. PAYMENTS TO SUBCONTRACTORS.**

The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors within seven (7) days after receipt of payment from County, unless Contractor notifies the County as to the amount and reasons for withholding from payments to Subcontractors.

**3-3.6. JOINT AND DIRECT PAYMENTS TO SUBCONTRACTORS.**

County reserves the right, upon written notice to Contractor, to issue joint checks to the Contractor and Subcontractor of any Tier, or Suppliers, and to make payment directly to each Subcontractor or Supplier in satisfaction of the County's obligation to make progress payments or the final payment due to Contractor.

**3-3.7. ARM'S LENGTH TRANSACTIONS AND COMMERCIALY USEFUL FUNCTION OF SUBCONTRACTORS.**

To assure competitive bids and to assure that no bid rigging, unfair practices, collusion or conflicts of interest occur in connection with the Work, Contractor agrees that all agreements between Contractor and Subcontractors and suppliers for performance of the Work shall be pursuant to arm's length transactions, with unrelated and unaffiliated firms (a "related" or "affiliated" firm is one which is subject to the control of the same persons through joint ownership or otherwise). In all such agreements, each firm shall act in its own best interest, for compensation that reflects the fair market values of the materials or services that are the subject of the transaction.

Contractor further agrees that each Subcontractor and supplier for the Work will perform a commercially useful function (i.e. is responsible for the performance, management and supervision of a distinct element of the Work). A Subcontractor or supplier does not perform a commercially useful function when, for example: the Work is outside the firm's experience or qualifications; the firm provides little or no supervision of the Work; more than fifty percent (50%) of the Work designated to be performed by a Subcontractor is performed by a Sub-subcontractor or supplier; the Subcontractor only purchases materials while performing little or no Work; the firm works for only one prime Contractor; or the same employees work for the firm and the Contractor.

If, upon County's request, Contractor fails to provide adequate assurances of arm's length transactions or that all Subcontractors and suppliers will perform a commercially useful function, Contractor shall remove such Subcontractor or supplier from the Project, exclude the cost associated with such firm from all Applications for Payment and Change Order Requests and, if necessary, propose another Subcontractor or supplier to whom the County has no objection, without increase to the Contract Price or Contract Time.



### **3-4 AUTHORITY TO THE BOARD AND THE ENGINEER**

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.

### **3-5 INSPECTION**

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer before inspection is required within the timeframe specified in the Special Provisions and/or Detailed Provisions. Work shall be done only in the presence of the Engineer, unless otherwise approved. Any Work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall, at all times, have access to the Work during its construction at shops and yards and while in storage, as well as to the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship conform to the Contract Documents. All Work done and all materials furnished shall be subject to the County's inspection and approval. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

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. The Inspector cannot authorize deviations from the Plans, Special Provisions, and/or Detailed Provisions and does not have the authority to obligate the County financially.

If any Work is concealed or performed without the requisite inspection notice, then the Work shall be subject to such tests or exposure as may be necessary to prove to the Engineer that the materials used and the Work performed are in conformity with the Plans, Special Provisions, and/or Detailed Provisions, or said materials or Work may be removed and installed or performed again at the discretion of the Engineer. All labor, equipment, and materials necessary for exposing, testing or complete removal, and installation or replacement shall be furnished by the Contractor at its own expense. The Contractor shall replace, at its own expense, any materials or Work damaged by exposure or testing.

Cost of rework inspection incurred by the County will be deducted from the Contract Price via Change Order. Rework inspection cost is as follows:

- a. Contractor's failure to complete the Work within the Contract Time, including any previously authorized extensions thereof.
- b. Extra inspections required for Contractor's correction of defective Work.
- c. Overtime costs for acceleration of Work done for Contractor's convenience.
- d. All associated costs including travel.
- e. 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.

### **3-5.1. THE CONTRACTOR'S REPRESENTATIVE**

Before starting the Work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever Work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific Work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

At all times while performing the Work, the Contractor shall keep 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.

Work by Subcontractors will not be allowed in the absence of the Contractor's Superintendent, unless previous arrangements are approved by the Engineer in writing. In the event a Subcontractor attempts to perform Work in the absence of the Superintendent, a STOP WORK NOTICE will be issued to the Subcontractor.

## **3-6 CONTRACT DOCUMENTS**

### **3-6.1. GENERAL.**

The Contractor shall keep at the Work site a copy of the Plans and Specifications, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complimentary and cooperative. Anything specified in the Specifications and not shown on the Plans or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.

The Plans shall be supplemented by such Working Drawings and Shop Drawings as are necessary to adequately control the Work.

The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

**3-6.1.1. 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.

**3-6.1.2. 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 Bid 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 Plans and Specifications.

**3-7 SURVEYING**

**3-7.1. GENERAL.**

The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be at the expense of the Contractor. The Contractor shall dig all holes necessary for line and grade stakes.

The Contractor shall preserve benchmarks, survey monuments, survey stakes and points set for lines, grades or measurements of Work in their proper places unless removal is authorized by the Engineer.

**3-7.2. LINE AND GRADE.**

The Work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the Work.

Grades for underground conduits will be set at the surface of the ground. The Contractor shall transfer them to the bottom of the trench.

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.

### **3-8 WORK SITE MAINTENANCE**

#### **3-8.1. AIR POLLUTION CONTROL.**

The Contractor shall not discharge smoke, dust, equipment exhaust, or any other air contaminant into the atmosphere in such quantity as will violate any Federal, State, or local regulations. The Contractor shall also abate dust nuisance by cleaning, sweeping, and spraying with water, or other means as necessary.

#### **3-8.2. 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.

### **3-9 ACCESS TO THE WORK**

Unless provided for in the Special Provisions and/or Detailed 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 the Work.

### **3-10 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, as defined in Public Contract Code Section 7105, in excess of five percent (5%) of the Contract Price, 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.

## **ARTICLE 4 - CONTROL OF MATERIALS**

### **4-1 GENERAL**

Materials, parts, and equipment furnished by the Contractor for the Work shall be new, free of defects, and conform to the requirements in the Contract Documents. Used or secondhand materials, parts, and equipment may be used only if so specified in the Contract Documents.

The quality of materials shall be subject to approval by the Engineer. Materials of quality not conforming to the requirements of the Special Provisions and/or Detailed Provisions shall be considered defective and will be subject to rejection. Defective material, whether in place or not, shall be removed immediately from the Work site by the Contractor, at its expense, when so directed by the Engineer.

If the Contractor fails to replace any defective material after reasonable notice, the Engineer may cause such Work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

#### **4-1.1. DEFECTIVE MATERIALS.**

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 Section, 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.

#### **4-1.2. ACCEPTANCE OF NONCONFORMING WORK.**

If the County prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced by an amount equal to the entire cost of replacing the Work to make it as originally specified and intended as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

#### **4-1.3. PROPERTY, PLANT AND EQUIPMENT.**

Property, plant and equipment ("PP&E") (Contractor's physical or tangible long term assets having a useful life of more than one (1) year (such as vehicles, equipment and machinery) not suitable to produce the quality of Work required will not be permitted to operate on the Project. PP&E 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 Contract Time. The Contractor shall provide adequate and suitable PP&E to meet these requirements and, when ordered by the County, shall immediately remove unsuitable PP&E from the Project and discontinue the operation of unsatisfactory PP&E. 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.

#### **4-1.4. 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.

#### **4-1.5. 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.

#### **4-1.6. MANUFACTURER'S INSTRUCTIONS.**

Where it is required in the Contract Documents that materials, products, processes, equipment or the like be installed or applied in accordance with manufacturer's instructions, directions, labels, tags, manuals, trade literature or specifications or words to this effect, it shall be construed to mean that said application or installation shall be in strict accord with current instructions furnished by the manufacturer (whether attached to the material or equipment or published on the manufacturer's website) of the material concerned for use under conditions similar to those at the site. If there is a conflict between manufacturer's instructions and Applicable Law or the Contract Documents, Contractor shall notify Engineer in writing to request clarification.

### **4-2 PROTECTION**

The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The Contractor also adequately protects new and existing Work and all items of equipment for the duration of the Contract.

The Contractor shall not, without the Agency's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Work.

#### **4-2.1. 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.

## **4-3 TESTING**

### **4-3.1. SAMPLES AND TESTS.**

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

Field testing 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, ASTM International (formerly 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.

Unless otherwise called for in these General Provisions or the Special Provisions and/or Detailed Provisions, all testing of materials will be performed in such manner and at such locations as deemed necessary by the Engineer to ensure compliance with the Contract Documents. The cost of all re-testing will be borne by the Contractor, and the amount due the County for said re-testing will be deducted from the Contract Price by Change Order.

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

## **4-4 TRADE NAMES/OR EQUAL SUBSTITUTIONS**

Wherever the name, 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”. Listing of materials is not intended to be comprehensive, or in order of preference.

If the Contractor desires to use any other brand or manufacturer of equal quality or utility to that specified in the Contract Documents, the Contractor shall, at its expense, submit a written request to the Engineer for each desired substitution. The Contractor shall have the material tested, as required by the Engineer, to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function. Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. The Engineer’s findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If, in the Engineer's opinion, the requested substitution is of lesser quality or in variance with that specified, or if the information submitted is insufficient or incomplete, the requested substitution will not be approved, and the specified materials or equipment shall be furnished. For submittals after award of the Contract, the Contractor shall allow fifteen (15) Working Days for the Engineer to make this determination unless otherwise specified in the Contract Documents.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this subsection.

By submitting an Or Equal Substitution request Contractor shall be deemed to certify that:

- (i) The proposed Or Equal Substitution is equal to or exceeds all requirements of the pertinent Contract Documents;
- (ii) Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified;
- (iii) Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects;
- (iv) Contractor waives all Claims for additional costs related to the substitution which subsequently become apparent; and
- (v) Contractor accepts all responsibility for direct or indirect costs and/or time impacts as result of the substitution including impacts to Work not identified in the proposal.

#### **4-5 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.



## **ARTICLE 5 - LEGAL RELATIONS AND RESPONSIBILITY**

### **5-1 LAWS AND REGULATIONS**

The Contractor shall keep itself fully informed of State and national laws and County and municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The Contractor shall, at all times, observe and comply with such laws, ordinances, and regulations.

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 laws, 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 the 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 Laws.

### **5-2 LABOR**

#### **5-2.1. GENERAL.**

The Contractor, its agents, and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State, and local laws related to labor.

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 the Project.

#### **5-2.2. PREVAILING WAGES.**

Pursuant to Section 1773.2 of the Labor Code, the current prevailing rate of per diem wages at the time of the Bid as determined by the Director of the Department of Industrial Relations (DIR) are on file at the office of the Engineer. The Contractor shall post a copy of these rates at the Work site. Pursuant to Sections 1771 and 1774 of the Labor Code, the Contractor and any Subcontractors shall pay not less than the specified prevailing rates of wages to workers employed on the Contract. If the Contract is Federally-funded, the Contractor and any Subcontractors shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Pursuant to Section 1775 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amounts per Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates.

### **5-2.2.1. DETERMINATION OF PREVAILING WAGE RATES.**

The County has determined that the Contractor and Subcontractors of any tier must pay not less than the prevailing wage rates to all workers employed in execution of the Contract. The Director of the Department of Industrial Relations, State of California (DIR) pursuant to the California Labor Code, and the United States Secretary of Labor (“Secretary”), pursuant to the Davis-Bacon Act, have determined the general prevailing rates of wages in the locality in which the Work is to be performed. The County has obtained from DIR and from the Secretary determinations of the generally prevailing rates of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Copies of said rates are on file with the Capital Projects Division of the County and will be made available for inspection during regular business hours and are also available on the Internet at the California Department of Industrial Relations website:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>  
(California prevailing wage rates).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay, apprenticeship or other training programs authorized by California Labor Code § 3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, must be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. In accordance with Section 1773.2 of the California Labor Code, the Contractor must post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the job site where they can easily be seen by workers.

Contractor is required to utilize apprentices as required by the California Labor Code and applicable regulations. Only apprentices, as defined in California Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code § 3070 et seq. are eligible to be employed for the Work.

The Contractor shall comply with all applicable requirements of the California Labor Code, including but not limited to 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 it 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."

#### **5-2.2.2. PAYMENT OF PREVAILING WAGE RATES.**

##### **5-2.2.2.1. STATUTORY REQUIREMENTS.**

The Project is subject to the provisions of Labor Code § 1720 *et seq.* and the requirements of Title 8 of the California Code of Regulations § 16000 *et seq.*, which govern the payment of prevailing wage rates on Public Works projects, including the hauling and delivery of ready-mixed concrete. The Contractor and Subcontractors of any tier shall be governed by and required to comply with these statutes and regulations in connection with the Project. Pursuant to Labor Code § 1771, the Contractor and all Subcontractors of any tier must pay not less than the prevailing wage rates to all workers employed in execution of the Contract. Contractor and Subcontractors must comply with all applicable statutes and regulations, including, but not limited to, Labor Code §§ 1771, 1775, 1777.5, 1813, and 1815.

##### **5-2.2.2.2. WEEKLY PAYMENTS TO EMPLOYEES.**

Contractor and all Subcontractors of any tier must pay each worker on the Project, unconditionally and not less often than once each week, the full amounts that are due and payable for the period covered by the particular payday in accordance with the prevailing wage scale determination, regardless of any contractual relationship which may be alleged to exist between the Contractor, Subcontractor, and such laborers. Thus, an employer must establish a fixed workweek and an established payday. On each payday, each worker must receive all sums due at the end of the preceding workweek and must be provided with an itemized wage statement.

##### **5-2.2.2.3. CLASSIFICATIONS.**

The County shall require that any class of laborers or mechanics, including apprentices and trainees, which are not listed in the General Wage Determinations and which are to be employed under this Contract, shall be classified conformably

to such wage determinations. In the event the County does not concur in the Contractor's proposed classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question, accompanied by the recommendation of the County, shall be referred to the State Director of Industrial Relations for determination.

**5-2.2.2.4. FRINGE BENEFIT CASH EQUIVALENT.**

The County shall require, whenever the minimum wage rate prescribed for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof must be established. In the event the interested parties cannot agree upon cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of the County, shall be referred to the State Director of Industrial Relations for determination.

**5-2.2.3. PENALTY FOR PREVAILING WAGE RATE UNDERPAYMENT.**

Pursuant to Labor Code § 1775, the Contractor must, as a penalty, forfeit not more than Two Hundred Dollars (\$200.00) to the State or the Owner for each Calendar Day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The difference between prevailing wage rates and the amount paid to each worker each Calendar Day, or portion thereof, for which each worker paid less than the prevailing wage rate, must be paid to each worker by the Contractor.

**5-2.2.4. WITHHOLDING.**

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor or DIR, withhold or cause to be withheld from the Contractor under this Contract so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work, all or part of the wages required by the Contract, the County may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**5-2.2.5. RESPONSIBILITY FOR SUBCONTRACTORS' PAYMENT OF PREVAILING WAGES.**

Pursuant to Labor Code § 1774, the Contractor is responsible for ensuring that all Subcontractors of any tier comply with requirements for payment of prevailing wages. Contractor is responsible for Labor Code violations by Subcontractors of any tier. The

Agreement executed between the Contractor and each Subcontractor must contain a copy of the provisions of Labor Code §§ 1771, 1775, 1777.5, 1813, and 1815, at a minimum. Contractor must monitor each Subcontractor's payment of prevailing wage rates. Upon becoming aware of the failure of any Subcontractor of any tier to pay its workers the specified prevailing wage, the Contractor must diligently take action to halt and rectify the failure, including, without limitation, retaining sufficient funds due to the Subcontractor to cover the underpayment. Before making final payment to any Subcontractor, the Contractor must obtain an affidavit from the Subcontractor, signed under penalty of perjury, which states that the Subcontractor has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due pursuant to Labor Code § 1813. Contractor must provide copies of such affidavits to the Owner and provide Contractor's affidavit that it has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due under Labor Code § 1813.

#### **5-2.2.6. STATEMENT OF EMPLOYER PAYMENTS.**

Within five (5) Calendar Days of the County's request, the Statement of Employer Payments (DSLE Form PW 26) must be completed and submitted to the County by each Contractor and Subcontractor who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund or trust name, address, administrator, and amount per hour contributed and frequency of contributions. Training fund contributions must also be reported on this form. In February and August of each year during the Project, the Contractor and Subcontractors of any tier must verify changes in wage rates for any trade classifications used on the Project.

#### **5-2.3. PAYROLL RECORDS.**

Pursuant to Section 1776 of the Labor Code the Contractor shall keep, make available, and submit to the Engineer upon request, Certified Payroll Records.

##### **5-2.3.1. CERTIFIED PAYROLL RECORDS AND BASIC PAYROLL RECORDS.**

The Contractor and Subcontractors of any tier must maintain Certified Payroll Records and "Basic Payroll Records," defined as time cards, front and back copies of canceled checks, cash receipts, trust fund forms, daily logs, employee sign-in sheets, accounting ledgers, tax forms and/or any other record maintained for the purposes of reporting payroll, during the course of the Work and must preserve them for a period of three (3) years after completion of the Project for all trades workers executing the Work of the Contract. Certified Payroll Records must be submitted at the times designated in Section 5-2.3.2 below or upon request as described in Section 5-2.3.3 below. The County reserves the right to require Contractor to routinely submit Basic Payroll Records which may be requested by the County at any time and must be provided within ten (10) Calendar Days following the receipt of the request.

### **5-2.3.2. SUBMITTAL OF CERTIFIED PAYROLL RECORDS.**

Pursuant to Labor Code § 1776, the Contractor and each Subcontractor of any tier must maintain an accurate, weekly payroll record showing the employee full name, address, social security number, work classification, amount paid per hour, straight time, overtime and holiday hours worked each day and weekly totals, the actual per diem wages paid to each person employed for the Work, and the gross/net wages paid for this Project/all projects, as well as the Contractor name and address, Project name and location, and dates of payroll. If payments are made to any third-party trust, funds or plans for health and welfare, pension or vacation trusts, those payments must be stated on the Certified Payroll Record. The basic wage rate paid per hour plus the employer contributions for benefits, including training fund contributions, must at least equal the prevailing wage rate for that classification.

The Contractor must maintain and submit one (1) copy of its Certified Payroll Records and those of its Subcontractors weekly with Contractor's application for payment. The County requires Contractor to submit to the County each week, no later than seven (7) Calendar Days after the payday for the week covered, the Certified Payroll Records of Contractor and its Subcontractors of every tier. If there is no Work on a given week or on a given day, the Certified Payroll Record must indicate "no work" for that week or day(s). The Certified Payroll Records must account for each day of the week including Saturdays, Sundays, and holidays. Contractor and Subcontractors of every tier must write "final" on the last submitted Certified Payroll Record for the Project.

The Certified Payroll Records must be verified by a written declaration made by a person with authority to represent the reporting entity, under penalty of perjury, that the information contained in the payroll record is true and correct and that the reporting entity has complied with the requirements of California Labor Code §§ 1771, 1811, and 1815 for any Work performed by his, her or its employees on the Project.

In addition, the County reserves the right to require the Contractor to provide monthly Certified Payroll Records of local hiring and non-local hiring to ascertain local participation and shall allow the County and County's staff to conduct onsite visits upon request to ascertain local hiring participation.

Contractor agrees that submission of Certified Payroll Records as well as all related or subsequent requests for supporting document made by the County shall be a condition precedent to Contractor's receipt of a progress, final, or retention payment. The County shall withhold any portion of the progress, final, or retention payment up to and including the entire payment until the Certified Payroll Records requirement is met by the Contractor or its Subcontractor. If the Contractor or any Subcontractor is determined to have failed to pay workers in compliance with the applicable prevailing wage sections of the Labor Code, the County shall continue to withhold progress, final, or retention payments until sufficient funds have been withheld for payment of wages to workers and all applicable penalties.

### **5-2.3.3. MAKING CERTIFIED PAYROLL RECORDS AVAILABLE UPON REQUEST.**

Pursuant to Labor Code § 1776, in addition to its obligation to deliver Certified Payroll Records to the Owner on a weekly basis as set forth above, the Contractor must also make payroll records available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record must be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records must be made available for inspection or furnished upon request to the Owner, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records must be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public must be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, the requesting party must, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; and the public may not be given access to such records at the principal office of the Contractor; (iv) the Contractor must file a certified copy of the payroll records with the entity that requested such records within ten (10) Calendar Days after receipt of a written request; and (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work must not be marked or obliterated. The Contractor must inform the Owner of the location of payroll records, including the street address, city and county and must, within five (5) Working Days, provide a notice of a change or location and address.

### **5-2.3.4. FORFEITURE FOR FAILURE TO COMPLY WITH WRITTEN RECORD REQUEST LAWS.**

The Contractor or Subcontractor shall have **ten (10) Calendar Days** in which to comply, subsequent to receipt of written request regarding Certified Payroll Records or Basic Payroll Records. In the event Contractor or a Subcontractor fails to strictly comply after such ten (10) day period, the Contractor or Subcontractor shall, as a penalty to the State or the Owner, forfeit One Hundred Dollars (\$100.00) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. A Contractor is not subject to a penalty assessment pursuant to this paragraph due to the failure of a Subcontractor to comply with this Section.

**5-2.4. HOURS OF LABOR.**

Pursuant to Section 1810 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Section 1813 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amount per Calendar Day for each worker required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) Calendar Week without being compensated in accordance with Section 1815 of the Labor Code.

**5-2.4.1. LIMITS ON HOURS OF LABOR.**

Pursuant to Labor Code § 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code § 1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one Calendar Day and forty (40) hours during any one Calendar Week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**5-2.4.2. PENALTY FOR EXCESS HOURS.**

Pursuant to Labor Code §§ 1813 and 1815, the Contractor shall pay to the State or the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or any Subcontractor, of any tier, for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any Calendar Day and forty (40) hours in any one (1) Calendar Week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**5-2.4.3. CONTRACTOR RESPONSIBILITY FOR COST OF EXCESS HOURS.**

Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays must be performed without adjustment to the Contract Price or any other additional expense to the County.

**5-2.5. APPRENTICES.**

Pursuant to Section 1777.5 of the Labor Code, the Contractor shall comply with all requirements for Apprenticable occupations.

**5-2.5.1. APPRENTICESHIP COMMITTEE CONTRACT AWARD INFORMATION.**

Pursuant to Labor Code § 1777.5 and Title 8 California Code of Regulations § 230, Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor must, within ten (10) Calendar Days of signing the



Contract or Subcontract, as applicable, but in any event prior to the first day in which the Contractor has workers employed on the Project, must submit Contract Award information. This information may be submitted on a Public Works Contract Award Information form (DAS form 140). The Contract Award information must be provided to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and can supply apprentices to the Project.

**5-2.5.2. EMPLOYMENT OF APPRENTICES.**

Labor Code § 1777.5 and Title 8 California Code of Regulations § 200 et seq. provide detailed requirements for employing apprentices on Public Works. The responsibility of complying with Section 1777.5 of the Labor Code and the regulations lies exclusively with the Contractor. When Contractor or Subcontractor employs workers in any Apprenticeshipable Craft or Trade, the Contractor and Subcontractor must employ apprentices in at least the ratio set forth in Labor Code Section 1777.5.

Every apprentice employed to perform any of the Work must be paid the prevailing rate of per diem wages for apprentices in the trade to which such apprentice is registered, and such individual must be employed only for the work of the craft or trade to which such individual is registered.

Only apprentices, as defined in Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code § 3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with either of the following:

- a. The apprenticeship standards and apprentice agreements under which such apprentice is training; or
- b. The rules and regulations of the California Apprenticeship Council, including Regulations Section 230.1(c), which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

**5-2.5.3. APPRENTICESHIP CERTIFICATE AND REQUEST FOR DISPATCH OF APPRENTICES.**

- a. When the Contractor or any Subcontractor of any tier in performing any of the Work employs workers in any Apprenticeshipable Craft or Trade, as defined in Section 5-2.5.4 below, the Contractor and such Subcontractor may apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor

or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code § 1777.5. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

- b. Contractors who are not already approved to train apprentices must request dispatch of required apprentices from one of the applicable Apprentices Committees whose geographic area of operation includes the site of the Project by giving the committee actual notice of at least forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. Contractors and Subcontractors may use DAS Form 142 to make the request for apprentices. However, if a non-signatory Contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such Contractor. Conversely, if in response to a written request, an Apprenticeship Committee does not dispatch any apprentice to a Contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or the California Apprenticeship Counsel Regulations (Title 8, Section 230 et seq.) within seventy-two (72) hours of such request (excluding Saturdays, Sundays and holidays) the Contractor shall not be considered in violation of Regulations Section 230.1 as a result of failure to employ apprentices for the remainder of the Project, provided the Contractor has made the request in enough time to meet the required ratio. If an Apprenticeship Committee dispatches fewer apprentices than the Contractor or Subcontractor requested, the Contractor or Subcontractor shall be considered in compliance if the Contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a Contractor or Subcontractor who is not a participant in an apprenticeship program has requested dispatch from at least two (2) committees.

#### **5-2.5.4. RATIO OF APPRENTICES TO JOURNEYMEN.**

- a. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, except as otherwise provided in California Labor Code § 1777.5. The ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any Work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week shall not be used to calculate the ratio. The

Contractor must employ apprentices for the number of hours computed as above before the end of the Contract or subcontract, as applicable. The Contractor must, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

- b. The Contractor or any Subcontractor covered by this Paragraph and California Labor Code § 1777.5, that has agreed to be covered by an Apprenticeship Program's standards, upon the issuance of the approval certificate, or that has been previously approved in such craft or trade, must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards, but in no event less than the 1-to-5 hourly ratio. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one (1) apprentice to each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this Paragraph and California Labor Code § 1777.5.

#### **5-2.5.5. EXEMPTION.**

The requirement to employ apprentices shall not apply to contracts of General Contractors, or to contracts of Specialty Contractors not bidding for work through a General or Prime Contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) Working Days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

#### **5-2.5.6. CONTRIBUTIONS TO TRUST FUNDS.**

The Contractor or any Subcontractor of any tier who performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade shall contribute to the California Apprenticeship Council in the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. Contractor or any Subcontractor, of any tier, may take as a credit for payments to the Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council. Training Fund contributions are due and payable on the 15th day of the month for Work performed during the preceding month. Training contributions to the California Apprenticeship Council shall be paid by check and shall be accompanied by a Completed Training Fund Contribution Form (CAC-2). Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s)

as set forth in California Labor Code § 227. Such contributions shall not result in an increase in the Contract Price.

**5-2.5.7. CONTRACTOR’S COMPLIANCE.**

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code § 3081. In the event the Contractor willfully fails to comply with the provisions of this Paragraph and California Labor Code § 1777.5, pursuant to California Labor Code § 1777.7, the Contractor shall: (i) be denied the right to bid on any Public Works Contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, One Hundred Dollars (\$100.00) for each Calendar Day of noncompliance. Notwithstanding the provisions of California Labor Code § 1727, upon receipt of such determination, the County shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the County pursuant to this Paragraph shall be deposited in the fund that funded the Project unless otherwise specified by the County Engineer. The interpretation and enforcement of California Labor Code §§ 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

**5-2.6. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY.**

The Contractor shall comply with all applicable non-discrimination and equal employment laws. The Contractor shall not discriminate in its 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 Section 1410 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 the County and any Federal or State 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 its Subcontractor(s) conduct required by this Section, including the right of entry to the Project

for the purpose of obtaining information from persons performing Work on the Project, provided 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. In the case of conflict, the more stringent requirement imposed upon the Contractor shall control.

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 contracts and subcontracts for indefinite quantities, this Section applies unless the amount required in any one (1) year under such contracts 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 and associated Subcontractors shall certify that it 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 its and all Subcontractors' affirmative action plans and furnish County a copy of the said plans upon request. County may require Contractor and Subcontractors 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 or Subcontractors has fifty (50) or more employees and a contract for \$50,000 or more, it shall develop and submit to County within thirty (30) days after Award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor and Subcontractors shall include in its 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.

For the purpose of determining the number of employees, the average of the Contractor's or its Subcontractors' employees from the 12-month period immediately prior to Award, or the total number of employees Contractor or its Subcontractors 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 in 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.

## **5-3 INSURANCE**

### **5-3.1. GENERAL.**

The County and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Section.

### 5-3.2. GENERAL LIABILITY INSURANCE.

#### 5-3.2.1. INSURANCE FOR EXISTING STRUCTURES, IF ANY.

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the County shall purchase and maintain, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work.

### 5-3.3. CONTRACTOR’S INSURANCE.

#### 5-3.3.1. CERTIFICATES OF INSURANCE.

The Contractor shall provide Certificates of Insurance and endorsements acceptable to the County evidencing compliance with the requirements in this Section by Contractor, its listed Subcontractors, and, upon County’s request, other Subcontractors of any Tier, and suppliers at the following times: (1) concurrently with submission to County of the signed Agreement and bonds and, in any event, prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the County’s written request. An additional certificate and additional endorsement evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of a minimum of ten (10) years after Final Completion. The certificates will show the County as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy or policies. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) must be in a form approved by County. Upon the County’s request, Contractor shall provide copies of all insurance policies required by this Section. The copy of each policy provided shall contain all applicable conditions, definitions, exclusions, list of forms, and endorsements. The policy number shall be included in all certificates, endorsements and riders.

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract 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, 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 copies of endorsements 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.*** However, failure to obtain the required documents prior to the Work beginning shall not waive the CONTRACTOR’S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement. Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and shall ensure the County of Riverside is an additional insured on insurance required from Subcontractors.

**5-3.3.2. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

The Contractor shall disclose to the County any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. All deductibles and self-insured retentions must be identified in the certificates. Any deductible or self-insured retention in excess of \$50,000 must be declared to and approved in writing by the County prior to execution of the Agreement. The deductibles and retentions shall be considered a form of self-insurance.

**5-3.3.3. SELF-INSURANCE.**

No Contractor shall provide self-insurance for any required coverage without the express written authorization of the County.

**5-3.3.4. ADDITIONAL INSURED OBLIGATIONS.**

To the fullest extent permitted by law, the Contractor shall cause the Commercial General Liability coverage and excess or Umbrella Liability policy or policies to include (1) the **County of Riverside, the Board of Supervisors and each member thereof**, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, as additional insureds for Claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the **County of Riverside, the Board of Supervisors and each member thereof**, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, as an additional insured for Claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the County's General Liability Insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms:

1. CG 20 10 (11/85); or
2. CG 20 10 (04/13) for ongoing operations and CG 20 37 (04-13) for completed operations; or
3. substitute endorsements providing equivalent coverage, approved in writing by the County.

The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage must not be limited to the vicarious or supervisory role of any additional insured. Coverage afforded to additional insureds must be at least as broad as coverage afforded to the Contractor/first Named Insured. If the Contractor/Named Insured maintains higher policy limits of coverage than the limits specified herein, or has broader coverage, or has both, then the insurer shall make available the higher limits and broader coverage to such additional insureds. Any additional insured shall have the right, but not the obligation, to pay any deductible, self-insured retention, premium or other charge due under or required by the policy. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

**5-3.3.5. CONTRACTOR’S REQUIRED INSURANCE COVERAGE.**

The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, so as to protect County and claimants under the state insolvency or guarantee fund, or otherwise under such forms and limits satisfactory to the County with a company or companies approved by County, following County’s examination of the company’s financial, reinsurance, Claims procedures and other data requested by the County. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work, unless a different duration is stated below:

**5-3.3.5.1. COMMERCIAL GENERAL LIABILITY.**

- A. Commercial General Liability insurance for the Project written on an occurrence form for products-completed operations hazard, providing coverage for Claims that may arise out of, pertain to, or relate to Contractor’s operations and completed operations under the Contract, whether such operations are by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including:
  - 1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
  - 2. personal injury and advertising injury;
  - 3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
  - 4. bodily injury or property damage arising out of completed operations; and
  - 5. the Contractor’s indemnity obligations under Article 9 - of these General Provisions.
  
- B. The Contractor’s Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:



1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the Claim.
2. Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity under Article 9 - of these General Provisions arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior Work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
8. Claims related to roofing, if the Work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the Work involves such hazards.
11. Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

C. **Minimum Limits of Insurance.** Contractor shall maintain limits of Commercial General Liability and Excess/Umbrella Liability Insurance no less than as follows:

Total Bid	For Each Occurrence <sup>1</sup>	Aggregate for Products/Completed Operations	General Aggregate <sup>2</sup>	Umbrella or Excess Liability <sup>3</sup>
≤\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000
>\$1,000,000 ≤\$5,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$5,000,000 ≤\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
>\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000
<sup>1.</sup> Combined single limit for bodily injury and property damage. <sup>2.</sup> This limit shall apply separately to the Contractor's Work under this Contract. <sup>3.</sup> The Umbrella or Excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.				

Commercial General Liability insurance coverage, including but not limited to, Premises Liability, Unmodified Contractual Liability, Products and Completed Operations Liability, Personal and Advertising Injury, and Cross Liability Coverage, covering Claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name County of Riverside as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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.

**5-3.3.5.2. COMPREHENSIVE AUTOMOBILE LIABILITY.**

Comprehensive Automobile Liability covering vehicles owned, hired, leased, and non-owned vehicles used, whether scheduled or not, written on Insurance Services Office (ISO) Form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage, by the Contractor, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. 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 County of Riverside as Additional Insured.

A. The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or Umbrella Liability Insurance, provided such primary and excess or Umbrella Insurance policies result in the same or greater coverage as the coverages required under Section 5-3.3.5.1 and this Section 5-3.3.5.2, and in no event shall any excess or Umbrella Liability Insurance provide narrower coverage than the primary policy. The excess policy shall not require the

exhaustion of the underlying limits only through the actual payment by the underlying insurers.

#### **5-3.3.5.3. EXCESS OR UMBRELLA LIABILITY INSURANCE.**

Excess or Umbrella Liability Insurance shall be at least as broad as any underlying coverage. Umbrella or excess liability coverage must apply on a primary, non-contributory basis for the benefit of Contractor before the Umbrella or excess insurer calls upon Contractor's primary insurance policy, or Umbrella or excess liability insurance, or any combination of these insurance policies. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no Contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed in this Section. Contractor's excess or umbrella liability coverage shall be maintained continuously for a minimum of **ten (10) years** after **Final Completion**.

#### **5-3.3.5.4. WORKERS' COMPENSATION AT STATUTORY LIMITS.**

All California employers must provide workers' compensation benefits to their employees under California Labor Code Section 3700. If a business employs one or more employees, then it must satisfy the requirement of the law. Policy shall include Employers' Liability coverage as defined in Section **5-3.3.5.5** below.

#### **5-3.3.5.5. EMPLOYERS' LIABILITY.**

Employers' Liability with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

- 1) Provide copy of permissive self-insurance certificate approved by the State of California; or
- 2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident; or
- 3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

Contractor hereby grants to County a waiver of subrogation which any insurer may acquire against the County, its officers, officials, employees, and volunteers, from

Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

**5-3.3.5.6. JONES ACT.**

Jones Act, and the Longshore & Harbor Workers' Compensation Act coverage, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

**5-3.3.5.7. PROFESSIONAL LIABILITY INSURANCE.**

If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million \$1,000,000 per Claim and \$2,000,000 in the aggregate.

**5-3.3.5.8. POLLUTION LIABILITY INSURANCE.**

Contractor shall procure Pollution Liability insurance, with policy limits of not less than \$1,000,000 per Claim and \$2,000,000 in the aggregate, providing coverage on a form acceptable to County for liability caused by pollution conditions arising out of the operations of Contractor. Coverage shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), cleanup costs, and defense (including costs and expenses incurred in the investigation, defense, or settlement of Claims). All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project Site to the final disposal location, including non-owned disposal sites. Coverage shall be included on behalf of the insured for covered Claims arising out of the actions of independent Contractors. If the insured is using Subcontractors, the policy must include Work performed "by or on behalf" of the insured. The policy shall specifically provide for a duty to defend on the part of the insurer. Such insurance shall include coverage for all operations, including completed operations and professional services. Coverage afforded to **County of Riverside, the County Department of Waste Resources, the Board of Supervisors and each member thereof**, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives shall be at least as broad as coverage provided to the first Named Insured. Such insurance shall not contain any exclusion for asbestos or lead. Contractor's pollution liability coverage shall be maintained continuously for a minimum of **ten (10) years after Final Completion.**

**5-3.3.5.9. COMBINED PROFESSIONAL LIABILITY AND POLLUTION LIABILITY INSURANCE.**

Coverage under Sections 5-3.3.5.7 and 5-3.3.5.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$2,000,000 per Claim and \$4,000,000 in the aggregate.

**5-3.3.5.10. MARITIME LIABILITY INSURANCE.**

Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than \$2,000,000 per Claim and \$4,000,000 in the aggregate.

**5-3.3.5.11. MANNED OR UNMANNED AIRCRAFT INSURANCE.**

Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than \$2,000,000 per Claim and \$4,000,000 in the aggregate.

**5-3.3.5.12. PROPERTY INSURANCE.**

Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and its Subcontractors of every tier and used on the Project, including any tools, Contractor’s (or Subcontractors’) employee owned tools, machinery, or motor vehicles owned or rented by the Contractor, or the Contractor’s agents, suppliers or Subcontractors as well as to any temporary structures, protective fences, scaffolding, and other equipment.

**5-3.4. CONTRACTOR’S INSURANCE TERMS AND CONDITIONS**

**5-3.4.1. PRIMARY COVERAGE.**

All policies and endorsements shall stipulate that the Contractor’s (and the Subcontractors’) insurance coverage shall be primary insurance as respects to **County of Riverside, the County Department of Waste Resources, the Board of Supervisors and each member thereof** and their directors, commissioners, officers, employees, agents and volunteers. Any insurance maintained by the **County of Riverside, the Board of Supervisors and each member thereof** and their directors, commissioners, officers, employees, agents, and volunteers shall be excess of the Contractor’s (and its Subcontractors’) insurance and shall not contribute with it.

**5-3.4.2. COVERAGE APPLIES SEPARATELY TO EACH INSURED AND ADDITIONAL INSURED.**

Coverage shall state that the Contractor’s (and its Subcontractors’) insurance shall apply separately to each insured or additional insured against whom Claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage shall apply to any Claim or suit brought by an additional insured against a Named Insured

or other insured. Nothing in the policy(ies) shall be construed to preclude coverage of a Claim by one insured under the policy(ies) against another insured under the policy(ies). All such Claims shall be covered as third-party Claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the limits of liability as provided under the policy(ies).

**5-3.4.3. ACCEPTANCE OF COVERAGE.**

All insurance policies, certificates, endorsements and binders shall be subject to the approval of the County's risk manager as to form and content. The insurance requirements are subject to amendment or waiver only if approved in writing by the County's risk manager. Insurance shall be placed with insurers with an A.M. Best Guide rating of no less than **A:VIII**.

**5-3.4.4. CONTINUATION COVERAGE.**

For completed operations and other insurance coverages that are required to remain in force after Final Completion, a sworn statement attaching a certificate and endorsements evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 7-3.2 of these General Provisions. The County-approved Certificates of Insurance and endorsements for Contractor and its listed Subcontractors shall be attached to the Agreement.

**5-3.4.5. CONTRACTOR'S FAILURE TO PROVIDE REQUIRED INSURANCE.**

Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify County and cease all performance under this Contract until further directed by the County. In the absence of satisfactory insurance coverage, County may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor's performance of the Contract; (c) pay Contractor's premiums for renewal of Contractor's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay County for all sums that County paid to obtain, renew, reinstate or replace the insurance, or County may offset the cost against any monies that the County may owe Contractor.

**5-3.4.6. VERIFICATION OF COVERAGE.**

Upon request of County, Contractor shall provide complete copies of Contractor's and Subcontractor's insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contract Documents, and premium invoices.

**5-3.4.7. REASSESSMENT OF INSURANCE REQUIREMENTS.**

At any time during the duration of this Contract, the County may require that Contractor obtain, pay for, and maintain more or less insurance depending on the County's assessment of any one or more of the following factors: (1) the County's risk of liability or exposure arising out of, or in any way connected with, Contractor's services under this Contract; (2) the nature or number of accidents, Claims, or lawsuits arising out of, or in any way connected with, Contractor's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

**5-3.4.8. NO LIMITATION.**

Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

**5-3.4.9. ADDITIONAL CONTRACTOR INSURANCE RESPONSIBILITIES.**

**5-3.4.9.1. CLAIM FOR RECOVERY.**

In the event that the Contractor wishes to make any Claim for recovery under any insurance policy hereunder, it shall, as a pre-condition thereto, give timely notification to County of the event causing the Claim, cooperate with the County, and do all things required of it as an insured under such policy, so as to permit the policy to be complied with and a Claim be made there under. Contractor further agrees that to the extent required under such policy, it shall permit and authorize full subrogation in favor of the insurers of any rights as against any other person, firm or corporation; Contractor further agrees that it shall defend, indemnify and save harmless the County, from any and all costs, charges, expenses and liabilities incurred by County in making any Claim on behalf of Contractor under such insurance policy or policies.

**5-3.4.9.2. SUBCONTRACTOR INSURANCE.**

- A. The Contractor shall include in all subcontracts a requirement that Subcontractors of every Tier shall obtain and maintain, at a minimum, all types of insurance required of Contractor in this Section, but the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract. **The County of Riverside, the Board of Supervisors and each member thereof**, and their respective officials, employees, commission members, officers, directors, employees, volunteers, agents and representatives shall be named as additional insureds under each policy.
- B. Certificates of Insurance and endorsements acceptable to the Contractor for each Subcontractor shall be filed with the County prior to the Subcontractor's commencement of Work. The certificates shall contain a provision that

coverage affordable under the policies will not be canceled unless at least thirty (30) days' prior written notice has been given to the Contractor. The County may, at any time, require that the Contractor provide the County with copies of said policies.

**5-3.4.9.3. CONTRACTOR'S RESPONSIBILITY.**

It shall be the responsibility of Contractor not to violate nor knowingly permit to be violated any condition of the policies required hereunder, and it shall be Contractor's duty and responsibility to impose upon each Subcontractor and have each Subcontractor impose upon each Sub-subcontractor the same responsibilities and obligations imposed upon Contractor under the insurance provisions provided for herein.

**5-3.5. MISCELLANEOUS.**

**5-3.5.1. COVERAGE.**

County makes no representations that the insurance it specified is sufficient to cover all potential Claims.

**5-3.5.2. FAILURE TO COMPLY.**

Contractor's failure to comply with an insurance provision in this Contract constitutes a material breach upon which County may immediately terminate or suspend Contractor's performance of this Contract or invoke another remedy that this Contract or the law allows. At its discretion, County may obtain or renew the insurance, and County may pay all or part of the premiums. Upon demand, Contractor shall repay County for all sums or monies that County paid to obtain, renew, or reinstate the insurance, or County may offset the cost of the premium against any sums or monies that County may owe Contractor.

**5-3.5.3. MODIFICATIONS.**

County reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**5-4 PATENT FEES OR ROYALTIES**

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work in the Bid prices and Contract Price, and agrees to indemnify and save harmless the County and its duly authorized representative, 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.



## **5-5 SAFETY**

### **5-5.1. GENERAL.**

Security and protective devices shall consist of fencing, steel plates, or other devices as specified in the Contract Documents to protect open excavations.

#### **5-5.1.1. 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. The Contractor shall impose these requirements on all Subcontractors involved and enforce compliance therewith. The duties here set forth are nondelegable by Contractor.

#### **5-5.1.2. CONTRACTOR'S RESPONSIBILITY.**

Contractor is under the absolute duty in fulfilling his contractual obligations under the Contract 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, the Contractor finds any of its Subcontractors are allowing the Work to proceed in an unsafe manner or contrary to the terms of the Contract Documents, the 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.

#### **5-5.1.3. 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. Contractor shall not be entitled to a time extension arising from Contractor's failure to protect the Work from weather damage, including but not limited to damage from water and/or wind.

#### **5-5.1.4. PERMITS AND LICENSES.**

Unless otherwise specified in the Special Provisions and/or Detailed Provisions, all permits and licenses shall be obtained by the Contractor.

#### **5-5.1.5. 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 California Department of Health or other authorities having jurisdiction.

#### **5-5.2. SHORING PLAN.**

Before excavating any trench five (5) feet (1.5 m) or more in depth, the Contractor shall submit a detailed Working Drawing (shoring plan) showing the design of the shoring, bracing, sloping, or other provisions used for the workers' protection. If the shoring plan varies from the shoring system standards, the shoring plan shall be prepared by a registered Structural or Civil Engineer. The shoring plan shall accommodate existing underground utilities. No excavation shall start until the Engineer has accepted the shoring plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of this permit shall be submitted to the Engineer. If the Contractor fails to submit a shoring plan or fails to comply with an accepted shoring plan, the Contractor shall suspend Work at the affected location(s). Such suspended Work shall not be the basis of a Claim for Extra Work and the Contractor shall not receive additional compensation or Contract time.

##### **5-5.2.1. DIGGING TRENCHES OR OTHER EXCAVATIONS.**

In accordance with Public Contract Code § 7104, any Work that involves digging trenches or other excavations extending deeper than four (4) feet below the surface shall comply with the following terms:

- 1) 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. No excavation covered under this Section may commence without the County's approval of said plan. If such plan varies from the shoring system standards, the plan shall be prepared by a registered Civil or Structural Engineer.

#### **5-5.3. USE OF EXPLOSIVES.**

Explosives may be used only when specified in the Contract Documents. Explosives shall be handled, used, and stored in accordance with all applicable regulations. Prior to blasting, the Contractor shall comply with the following requirements:

- a. The jurisdictional law enforcement agency shall be notified 24 hours in advance of blasting.
- b. The jurisdictional fire department shall be notified 24 hours in advance of blasting.
- c. Blasting activities and schedule milestones shall be included in the Contractor's construction schedule per Section **6-1** of these General Provisions.

The Engineer's approval of the use of explosives shall not relieve the Contractor from liability for Claims caused by blasting operations.

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 11 Part I, Chapter 3, of the Health and Safety Code of the State of California and other Applicable Laws or regulations.

**5-5.4. SECURITY AND PROTECTIVE DEVICES.**

**5-5.4.1. SECURITY FENCING.**

The Contractor shall completely fence open excavations. Security fencing shall remain in place unless workers are present and construction operations are in progress during which time the Contractor shall provide equivalent security.

**5-5.4.2. 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 Bid Items of Work and no additional payment will be made thereof.

**5-5.5. STEEL PLATE COVERS.**

**5-5.5.1. GENERAL.**

The Contractor shall provide, install, and maintain steel plate covers as necessary to protect from accidental entry into openings, trenches, and excavations.

Surfaces exposed to pedestrian or vehicular traffic shall be non-skid.

**5-5.5.2. THICKNESS.**

Steel plate covers shall conform to Table 5-5.5.2 below.

**TABLE 5-5.5.2**

<b>Trench Width</b>	<b>Steel Plate Cover Thickness</b>
Less than 10" (250 mm)	1/2" (12.5 mm)
10" (250 mm) to 1'-11" (580 mm)	3/4" (19 mm)
2' (600 mm) to 2'-7" (790 mm)	7/8" (22 mm)
2'-8" (820 mm) to 3'-5" (1040 mm)	1" (25 mm)

3'-6" (1070 mm) to 5'-3" (1600 mm)	1-1/4" (32 mm)
More than 5'-3" (1600 mm)	See Note 1

**Notes:**

- 1) The Contractor shall submit a Working Drawing and calculations based on AASHTO H20-44 Bridge Loading.

**5-5.5.3. INSTALLATION.**

Steel plate covers shall:

- a) Be secured against movement by use of a holding device;
- b) Be installed in such a manner as to minimize noise creation when driven over; and
- c) Extend a minimum of one (1) foot beyond trench edges.

Unless otherwise specified in the Contract Documents, steel plate covers shall be installed using either Method 1 or 2 below:

Method 1 - For posted speeds more than 40 miles per hour(mph), the pavement shall be cold milled to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate. Method 1 may also be used for speeds less than 40 mph.

Method 2 - For posted speeds less than 40 mph, the approach plate(s) and ending plate (in longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels drilled at the corners of the plate and drilled two (2) inches into the pavement. Subsequent plates may be butted next to each other. When the steel plates are removed, the dowel holes shall be backfilled.

When Method 2 is used, temporary asphalt concrete (D2-SC 800) shall be used to construct tapers from the steel plate surface to the surface of the existing roadway as follows:

- a) For vehicular traffic, with a 4-inch run for each 1-inch thickness of steel plate.
- b) For bike paths or routes, with an 8-inch run for each 1-inch thickness of steel plate.
- c) The pedestrian way, including crosswalks, shall be placed with a 12-inch run for each 1-inch thickness of steel plate if the plate is installed per Method 2.

Advance traffic warning signs shall be installed as specified in the Contract Documents or shown on the Traffic Control Plan.

**5-5.5.4. PAYMENT.**

Unless otherwise specified in the Contract Documents, no separate or additional payment will be made for steel plate covers. Payment shall be included in the Contract

Unit Price or Lump Sum price in the Bid for the various Bid items that require steel plate covers.

#### **5-5.6. 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 it does 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.

### **5-6 EXISTING PUBLIC UTILITIES**

#### **5-6.1. EXISTING UTILITIES: LOCATION, REMOVAL, RELOCATION, AND PROTECTION.**

In accordance with California Government Code § 4215, County shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project Site, if such utilities are not indicated on the Contract Documents.

The locations of all pipelines, power lines, communication lines and other utility components known to County to exist within the Project limits, are indicated on the Plans and may be the subject of a specific section in the Special Provisions and/or Detailed 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 Plans 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 Project limits.

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 Plans 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 immediately notify the County in writing, and 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 Plans or elsewhere in the Contract Documents, and for equipment on the Project necessarily idled during such Work, shall be paid to 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.

- a) The Contractor shall make a minimum of two (2) exploratory excavations of all utilities lying wholly or in part within two (2) feet of the Contractor's proposed excavation limits, whether approximately parallel to or crossing the proposed limits to determine the alignment of utilities. All such exploratory excavations shall be performed as soon as practicable after award of the Contract sufficiently in advance of construction to avoid possible delays to the Work. When such exploratory excavations show a utility location different than indicated on the Plans, the Contractor shall notify the Project Manager. After determining the exact location of such utilities, the Contractor shall backfill the excavations and shall immediately construct either a temporary or permanent resurfacing over the backfill. Temporary resurfacing shall be constructed

when the exploratory excavations are made in the area located within the proposed excavations. Permanent resurfacing shall be constructed when the exploratory excavations are made in an area outside the proposed excavations. The permanent resurfacing shall be of the type and thickness specified for resurfacing over the adjacent area or as field conditions may otherwise require, as determined by the Engineer. In either case, the excavations shall be backfilled in accordance with the Plans and Specifications.

- b) All costs for making exploratory excavations (including backfilling and resurfacing as specified herein) shall be absorbed or included in the various Bid Items for the Work. The Contractor shall notify the utility owners of the proposed schedule of the Work sufficiently in advance to allow for the overall coordination of any relocation work to be done, and shall cooperate with utility owners in the performance of their Work.
- c) In accordance with California Government Code Section 4216 et seq., when Work is to be conducted in an area which is known, or can be inferred from the presence of other visible facilities on or adjacent to the Project site, to contain underground utilities or subsurface improvements, the Contractor shall contact DigAlert of Southern California at least two (2) Working Days, but not more than fourteen (14) Calendar Days, in advance of any construction activity that will or could damage or affect any underground utility or subsurface improvement, and obtain an inquiry identification number. Caltrans and certain other agencies are not required to become a member of DigAlert. The Contractor shall contact non-member agencies directly and request they locate and mark their subsurface installations. Pursuant to Government Contract Code section 4216.2, when any proposed excavation is within 10 feet of a "high priority subsurface installation" the Contractor shall coordinate with the operator. The Contractor shall delineate with white paint or other suitable markings the area to be excavated. The Contractor shall notify DigAlert in the event of change in the Project limits or change in original Work previously shown on the Plans or indicated in the Specifications. When all Work is completed, the Contractor shall remove all markings for underground utilities.
- d) Subsurface installations are any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines. "Approximate location of subsurface installations" means a strip of land not more than 24- inches on either side of the exterior surface of the subsurface installation. "Approximate location" does not mean depth. When the subsurface installation markings are no longer reasonably visible, the Contractor shall notify DigAlert to remark those subsurface installations that may be affected by excavation to the extent necessary (Government Code Section 4216.3(c)).

## **5-7 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.

#### **5-8 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.



## **ARTICLE 6 - PROSECUTION AND PROGRESS OF THE WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK**

#### **6-1.1. CONSTRUCTION SCHEDULE.**

As required by the Special Provisions and/or Detailed Provisions, and this Section, the Contractor shall submit to the County and update 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. The County's receipt of such schedule and updates shall not indicate any concurrence by the County in the items or dates described in the schedule or updates.

#### **6-1.2. COMMENCEMENT 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 ("Date of Commencement") and shall diligently and continuously prosecute the same to completion within the time limit provided in the Agreement.

The Date of Commencement shall not be postponed by the failure of Contractor or of persons or entities for whom Contractor is responsible to perform an obligation. Contractor shall not knowingly, except by agreement or instruction of the County in writing, commence operations on the Project or elsewhere prior to receipt of a Notice to Proceed. Contractor shall not commence any Work at the Project prior to obtaining the insurance required by Section 5-3 of these General Provisions and the Performance Bond and Payment Bond required by the Contract Documents. The Date of Commencement of the Work shall not be changed by the effective date of such insurance or bonds.

### **6-2 PROSECUTION OF THE WORK**

To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Engineer determines that the Contractor is failing to prosecute the Work to the proper extent, the Contractor shall, upon orders from the Engineer, immediately take steps to remedy the situation. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer, the Engineer may suspend the Work in whole or part, until the Contractor takes said steps.

If Work is suspended through no fault of the Agency, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the Agency may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

#### **6-2.1. ACCELERATION OF THE WORK.**

- 1) Due to Unexcused Delay.

If County makes a Good Faith Determination based on County's observations of progress in performance of the Work by Contractor that Contractor will not achieve Final Completion of the Work within the Contract Time as adjusted, then Contractor shall, following receipt of a written request by County to accelerate, immediately respond in writing setting forth a detailed plan for accelerating the Work. All measures necessary, including working overtime, additional shifts, Saturdays, Sundays and holidays, to accelerate performance to ensure that the Work is performed within the Contract Time shall be taken by Contractor and the cost thereof shall be paid for by Contractor at Contractor's own expense. County may also take all other necessary measures to ensure no further delays affect achievement of Final Completion of the Work within the Contract Time and the Contractor shall reimburse County, or County may withhold from payment due to Contractor, for losses incurred by County in taking such measures.

2) Due to Excusable Delay.

Contractor shall have the right, exercised in its sole discretion, to accelerate performance of the Work to overcome time lost due to Excusable Delay. Such acceleration, if performed other than at the written direction of County, shall be deemed a voluntary acceleration and the cost of such accelerated performance shall be paid for by Contractor at Contractor's own expense. If County directs in writing that the Work be accelerated to overcome an Excusable Delay that is not concurrent with an Unexcused Delay, then Contractor shall be entitled to a Contract Adjustment to the Contract Price for such acceleration.

3) Delay Claims.

Claims by Contractor relating to disputed Contract Adjustments due to Delay shall be made in accordance with applicable provisions of the Contract Documents.

**6-2.2. EXERCISE OF COUNTY RIGHTS.**

Notwithstanding any other provision of the Contract Documents to the contrary, County's exercise in accordance with the Contract Documents of any of its rights or remedies permitted by Applicable Laws or the Contract Documents in response to a failure by Contractor or any Subcontractor to comply with the Contract Documents shall not, under any circumstances, entitle Contractor to a Contract.

**6-3 TIME OF COMPLETION**

**6-3.1. GENERAL.**

Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to this Section.

### **6-3.1.1. ADJUSTMENTS TO CONTRACT TIME.**

Subject to the limitations set forth in this Section and elsewhere in the Contract Documents, the Contract Time shall be extended for Excusable Delays and shall, where appropriate, be shortened for Deleted Work.

### **6-3.1.2. EARLY COMPLETION.**

Nothing stated in these General Provisions or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Contractor to finish the Work earlier than the Contract Time. Contractor has included in its Contract Price the costs of all Contractor's and its Subcontractors' direct and indirect overhead, including, but not limited to: all staff, temporary facilities, temporary utilities and home office overhead for the entire duration of the Contract Time. These costs have been included in the Contract Price notwithstanding Contractor's anticipation of possibly completing the Work in fewer Working Days than established by the Contract Time. Under no circumstances (including, without limitation, circumstances in which the County has approved in writing of Contractor completing early) shall the County be liable to Contractor for any losses, of any kind, due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, delays due to acts or omissions (intentional or negligent) of the County, Inspectors of Record, County consultants, separate Contractors or others. If the Contractor anticipates completing early, it must obtain in advance County's approval in writing of such early completion. Approval by County of such early completion may be granted or withheld in the County's sole and absolute discretion.

### **6-3.2. 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 Agreement). If the Contractor feels it is necessary to work more than the normal forty (40) hour work week, it 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.

## **6-4 DELAYS AND EXTENSION OF TIME**

### **6-4.1. GENERAL.**

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 but shall not be entitled to any damages for such delay.

## **6-4.2. ADJUSTMENTS TO CONTRACT TIME.**

### **6-4.2.1. EXTENSIONS.**

Provided that Contractor has complied with the provisions of this Section (including, without limitation, the requirements pertaining to timely delivery of a Notice of Delay and Request for Extension), if, as a result of Excusable Delay to the actual, as-built critical path of activities leading to achievement of Final Completion, Contractor is unable to achieve Final Completion within the Contract Time for Final Completion, then the Contract Time for Final Completion shall be extended, by Change Order, for the length of the proven, resulting delay to Contractor's ability to so complete the Work. The Contract Time shall not be adjusted for Unexcused Delays.

### **6-4.2.2. REDUCTION.**

Contractor shall within ten (10) days after receiving notice of Deleted Work prepare and deliver to County, a time impact analysis of the impact of the Deleted Work upon the Critical Path to determine if the Contract Time should be shortened thereby and if so the duration of the reduction to the Contract Time. If the County and Contractor are unable to agree upon the duration of the shortening, then County shall make a good faith determination of the reasonable amount of time that the Contract Time shall be reduced on account of such Deleted Work.

### **6-4.2.3. PRESCRIBED CALCULATIONS FOR ADJUSTMENTS TO THE CONTRACT TIME.**

#### **6-4.2.3.1. WORK DAY LOST CALCULATIONS.**

Contractor may claim an Excusable Delay for a full Working Day only if all Work on a critical path activity is stopped for more than six (6) hours of a normal eight (8) hour Working Day, and for a half-Working Day only if all Work on a critical path activity is stopped for three (3) to six (6) hours of such a normal Working Day. No Excusable Delay may be claimed if all Work on a critical path activity is stopped for less than three (3) hours of such a normal Working Day. Similarly, where Deleted Work results in the projected avoidance of the need to perform more than six (6), or between three (3) and six (6) hours of all Work on a critical path activity on such a normal Working Day, the Contract Time shall be contracted by a full Working Day or half-Working Day, respectively.

#### **6-4.2.4. NOTICE OF DELAY.**

1) Submission.

Contractor shall submit written Notice of Delay to County, if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes an Excusable Delay or other matter that may involve or require a Contract Adjustment extending the Contract Time. Such notice shall be provided prior to performance of the Work affected or involved and no later than seven (7) days after the discovery date of such circumstance.

2) Form.

Notices of Delay shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Notice of Delay in a written form that complies with the requirements herein.

3) Content.

Each Notice of Delay to be considered complete shall include:

- a) A general statement of the circumstances giving rise to the Notice of Delay (including, without limitation, identification of any related Construction Change Directive);
- b) A Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments extending the Contract Time.

4) Waiver by Contractor.

Failure by Contractor to provide a complete and timely Notice of Delay under circumstances where a Notice of Delay involving a delay is required shall constitute a waiver by the Contractor of the right to a Contract Adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such delay.

5) No County Notice.

Failure by the Contractor to submit a timely or proper Notice of Delay under circumstances in which a Notice of Delay is required shall in no way affect the County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

#### **6-4.2.5. REQUEST FOR EXTENSION.**

1) Submission.

With respect to any matter that may involve or require an adjustment extending the Contract Time, Contractor shall, within fourteen (14) days after receipt by County of a Notice of Delay, submit to County a written Request for Extension.

2) Form.

Requests for Extension shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Requests for Extension in a written form that complies with the requirements herein.

3) Content.

Each Request for Extension to be considered complete shall include:

- a) A detailed description of the circumstances giving rise to the request for Contract Adjustment to the Contract Time and a time impact analysis (a Request for Extension that seeks an extension for more than one (1) delay shall be supported by a separate Time Impact Analysis for each separate delay).

4) Waiver by Contractor.

Failure by Contractor to provide a complete and timely Request for Extension under circumstances where a Request for Extension involving a delay is required shall constitute a waiver by Contractor of the right to a Contract Adjustment on account of such circumstances and a waiver of any right to further recourse or recovery be reason of or related to such delay.

5) Adjustments Shortening Time.

Failure by Contractor to submit a timely or proper Request for Extension under circumstances in which a Request for Extension is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

**6-4.2.6. RESPONSE BY COUNTY.**

After receipt of a timely and complete Request for Extension, County shall investigate the facts concerning the cause and extent of such delay and, depending on whether the Request for Extension is justified, will notify Contractor of its approval or disapproval of all or a portion of Contractor's request. Extensions of time approved by County shall apply only to that portion of the Work affected by the delay, and shall not apply to other portions of Work not so affected.

**6-4.2.7. FORMAL NOTICE OF ESSENCE.**

Contractor recognizes and acknowledges that timely submission of a formal Notice of Delay and a formal Request for Extension, whether or not the circumstances of a delay

may be known to the County or available to the County through other means, are not mere formalities but are of crucial importance to the ability of the County to promptly identify, prioritize, evaluate and mitigate the potential effects of delay. Any forms of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries in monthly reports, daily logs, job meeting minutes, updated construction schedules or look-ahead schedules), that do not strictly comply with the formal requirements of the Contract Documents, shall accordingly be deemed insufficient to satisfy the notice requirements of this Section.

### **6-4.3. PAYMENT FOR DELAYS.**

Pursuant to Section 7102 of the Public Contract Code, the Contractor will be compensated for damages incurred due to delays for which the Agency is responsible. Such actual costs will be determined by the Engineer. The Agency will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.

#### **6-4.3.1. ADJUSTMENTS TO CONTRACTOR'S COMPENSATION FOR DELETED WORK.**

##### **A. Deleted Work.**

The Contract Time and Contract Price shall be reduced by Contract Adjustment for Deleted Work (including, without limitation, Deleted Work associated with a termination by County of a portion of the Contract or a deletion of portion of Work for the convenience of the County or due to a Contractor default) that results in a shortening of the Contract Time.

##### **B. Contract Time.**

The Contract Adjustment shortening the Contract Time for Final Completion shall be the number of Working Days that Contractor at the time of contracting would have reasonably expected to expend in performance of the Deleted Work and that, based on the Contractor's original construction schedule prepared on or about the time of contracting, were reasonably expected by Contractor to be critical to Final Completion of the Work within the Contract Time for Final Completion.

##### **C. Contract Price.**

The Contract Adjustment reducing the Contract Price shall be the product of the number of Working Days that the Contract Time for Final Completion is shortened pursuant to the preceding Section multiplied times the amount of liquidated damages set forth in Contract Documents, without any additional credit to the County for Allowable Markups.

## **6-5 SUSPENSION OF THE WORK**

### **6-5.1. GENERAL.**

The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Agency. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in Section **6-4.3.**

#### **6-5.1.1. 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 TERMINATION OF THE CONTRACT FOR DEFAULT**

### **6-6.1. GENERAL.**

If, prior to the acceptance of the Work, the Contractor:

- a) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work,
- b) abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion,
- c) disregards written instruction from the Engineer or materially violates provisions of the Contract Documents,
- d) fails to prosecute the Work according to the schedule approved by the Engineer,
- e) disregard laws or regulations of any public body having jurisdiction, or
- f) commits continuous or repeated violations of regulatory or statutory safety requirements, then the Agency will consider the Contractor in default of the Contract.

Notices, and other written communications regarding default between the Contractor, the Agency, and the Surety shall be submitted.



### **6-6.2. NOTICE TO CURE.**

The Agency will issue a written Notice to Cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt.

### **6-6.3. NOTICE OF TERMINATION FOR DEFAULT.**

If the Contractor fails to commence satisfactory corrective actions within five (5) Working Days after receipt of the Notice to Cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Agency will recommend to the Board that the Contractor be found in default of the Contract and upon such finding by the Board:

- a) will terminate the Contractor's right to perform under the Contract by issuing a written Notice of Termination for default to the Contractor and its Surety,
- b) may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
- c) may furnish labor, equipment, and materials the Agency deems necessary to secure and maintain the Work site.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Agency.

### **6-6.4. RESPONSIBILITIES OF THE SURETY.**

Upon receipt of the written Notice of Termination for default, the Surety shall immediately assume all rights, obligations and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Agency may do so, and may recover all costs incurred. The Surety shall notify the Agency that it is assuming all rights, obligations and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within fifteen (15) Working Days of receipt of the written Notice of Termination for default, the Surety shall submit to the Agency a written plan detailing the course of action it intends to take to remedy the default. The Agency will review the plan and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Agency, the Agency may, upon forty-eight (48) hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Agency deems to be expedient. The cost of completing the Work by the Agency shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Agency, within thirty (30) Calendar Days after the Agency submits an invoice, all costs in excess of the remaining Contract Price.

**6-6.5. PAYMENT.**

The Surety will be paid for completion of the Work in accordance with Section 7-3 less the value of damages caused to the Agency by acts of the Contractor.

**6-6.6. COUNTY’S RIGHTS UPON TERMINATION OF CONTRACT.**

When any of the reasons specified in the preceding Section exists, the County may, in addition to and without prejudice to any other rights or remedies of the County, notify the Contractor not to resume or to discontinue all Work, or any part thereof, by written Notice of Default. The County shall advise the Performance Bond Surety of the Notice of Default and that they will be given fifteen (15) Calendar Days to arrange for completion of the Work in accordance with the Contract Documents by another Contractor or Contractors satisfactory to the County. Should the Surety fail to effect satisfactory arrangements within said fifteen (15) Calendar Day period, the County shall have the right to issue a Notice of Termination and to:

- A. Exclude the Contractor from the Project site;
- B. Take possession of the Project site and of all materials, equipment, tools, and construction equipment, and machinery thereon owned by the Contractor;
- C. Suspend any further payments to Contractor;
- D. Accept assignment of subcontracts pursuant; and
- E. Finish the Work by whatever reasonable method the County may deem expedient.

**6-7. TERMINATION OF THE CONTRACT FOR CONVENIENCE**

**6-7.1. GROUNDS.**

The County may, at any time, terminate the Contractor’s performance of the Work, in whole or in part, for the County’s convenience without regard to Contractor’s fault or breach, and without prejudice to any other right or remedy of County, upon fourteen (14) Calendar Days written notice to the Contractor.

**6-7.2. IMMEDIATE CONTRACTOR ACTION.**

Upon receipt of written notice from the County of such termination for the County’s convenience, the Contractor shall, unless the notice directs otherwise, do the following:

- A. Cease performance of the Work to the extent specified in the notice;
- B. Cooperate with the County to secure the site and demobilize in a safe and orderly fashion;
- C. Take actions necessary, or that the County may direct, for the protection and preservation of the Work;

- D. Except for Work directed to be performed in the notice, incur no further costs and enter into no further subcontracts and purchase orders;
- E. If requested by the County, assign to the County, in the manner and to the extent directed, all of the right, title and interest to the Contractor under the subcontracts, and the County shall have no liability for acts, omissions, or causes of action resulting therefrom which accrued prior to the date of termination and assignment, which liability shall remain with the Contractor; and
- F. Turn over to the County, as soon as possible, but not later than thirty (30) Calendar Days after receipt of such termination notice, the originals of all of the Contractor's records, files, documents, drawings, and any other items relating to the Project, whether located on the Project site, at the Contractor's office, or elsewhere.

### **6-7.3. CONTRACTOR WAIVER OF CLAIMS.**

In the event that the County terminates Contractor's performance of the Work for convenience, Contractor agrees it shall not be entitled to and waives any Claims for damages, including, but not limited to, unabsorbed home office overhead, corporate overhead, loss of anticipated profits on account thereof, lost opportunity costs, or overhead on Work not performed, or any consequential damages and, as the sole right and remedy of Contractor, the County shall pay Contractor in accordance with Section 6-7.4 below. The provisions of the Agreement, which by their nature survive Final Acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

### **6-7.4. COMPENSATION.**

Upon termination for convenience, Contractor shall be entitled to be paid the full cost of all Work properly done by Contractor prior to the date of termination not previously paid for, less sums already received by Contractor on account of the portion of the Work satisfactorily performed, but in no event shall the amounts paid hereunder exceed the portion of Work completed in accordance with the Contract Documents. In no event shall Contractor be entitled to recover any damages or Claims waived pursuant to Section 6-7.3 above.

## **6-8 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 Agreement. Liquidated damages shall apply as stated in the Agreement.

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 (1) 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.

Contractor to refer to specific Legal Holiday dates listed in the Agreement.

## **ARTICLE 7 - MEASUREMENT AND PAYMENT**

### **7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE OF WORK**

#### **7-1.1. GENERAL.**

All days referred to in this Section are Calendar Days, unless otherwise specified. 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.

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 County is not to be held responsible for the accuracy of the estimate of quantities. The Contractor shall judge for itself, after considering all circumstances and conditions, the costs and quantities of materials involved in the Work. The Contractor will be allowed no Claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual amounts of Work done, or materials furnished or used in the completed Project. The Contractor shall not be entitled to any compensation for bid items which the County, in its sole discretion, elects to eliminate during the Work. If an item of the Work exceeds the quantity of the bid estimate, Contractor shall not be entitled to Extra 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.

#### **7-1.2. METHODS OF MEASUREMENT.**

Materials and items of Work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular Sections involved.

##### **7-1.2.1. CERTIFIED WEIGHTS.**

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing actual net weights. The Agency will accept the certificates as evidence of weights delivered.

### **7-1.2.2. MEASUREMENT AND COMPUTATION OF QUANTITIES.**

Unless otherwise stated, all items of the Work to be paid for at a Unit 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.

## **7-2 LUMP SUM WORK**

Items for which quantities are indicated "Lump Sum", "LS", or "Job", shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of Work and all Work appurtenant thereto.

When required by the Contract Documents or requested by the Engineer, the Contractor shall submit to the Engineer within fourteen (14) days after issuance by County to Bidder of the Notice of Intent to Award and prior to commencement of the Work, a detailed schedule, to be used only as a basis for determining progress payments on a Lump Sum contract or designated Lump Sum Bid item. This schedule shall equal the Lump Sum Contract Price or Bid item price and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the Lump Sum.

## **7-3 PAYMENT**

### **7-3.1. GENERAL.**

The unit and Lump Sum prices to be paid shall be full compensation for the items of Work and all appurtenant Work, including furnishing all materials, labor, equipment, tools, and incidentals.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Payment for Work performed or materials furnished under an Assessment Act Contract will be made as provided in the particular proceedings or legislative act under which such Contract was awarded.

Whenever any portion of the Work is performed by the Agency at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Agency.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the Agency may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the Agency. Agency action or inaction under such circumstances shall not be construed as relieving the Contractor or its Surety from liability.

Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be accepted of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Agency. Responsibility of ownership shall remain with the Contractor who shall be obligated to store any fully or partially completed Work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to completion of the Work, except as otherwise specified in Section 6-6.

Warranty periods shall not be affected by any payment.

In the event that a stop payment notice is filed with the County in an amount equal to one hundred and twenty-five percent (125%) of the total of the amount claimed, the stop payment notice will be withheld by the County until the stop payment notice has been released. Alternatively, the Contractor may file with the County a bond, on a form approved by the County, executed by one or more corporate California Admitted Surety Insurers, in an amount equal to one hundred and twenty-five percent (125%) of the Claim stated in the stop payment notice conditioned for the payment of any sum which the stop payment notice claimant may recover on the Claim together with its costs of suit in the action. Upon the County's acceptance of such bond, the County shall not withhold money from the Contractor on account of the stop payment notice. The Surety(ies) upon the stop payment notice release bond shall be different than, and jointly and severally liable to the stop payment notice claimant with, the Payment Bond Surety(ies).

Not later than thirty-five (35) Calendar Days from the date of Final Acceptance, the five percent (5%) deducted and retained from each progress estimate (see Section 7-3.3) by the County will be paid to the Contractor, except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment or as may be authorized by the Contract or required by Applicable Law to be further retained.

### **7-3.2. PAYMENT TERMS AND PAYMENT METHODS**

The County's payment system issues payments on scheduled pay dates based on payment terms. The County's standard payment terms are Net 30. If prompt payment discount terms or other proposed payment terms are not agreed to in writing, the County Auditor-Controller's Office (ACO) requires the scheduled pay date be set to thirty (30) Calendar Days from the invoice date for all payment methods except E-Payables. For Progress Payments, the invoice date is the day after the last day of work for the period being paid. The County considers payment as being made on the day a check is dated or the date of an

electronic funds transfer. Any applicable prompt payment discounts are automatically deducted from the full payment amount.

California Public Construction Prompt Payment Regulations do not require the County to pay interest penalties if payment delays are due to a due date falling on a Saturday, Sunday or Legal Holiday, disagreement between the County and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the Contract. The County and the Contractor shall resolve Claims involving disputes, and any interest that may be payable in accordance with Section 8-1.

Awarded Contractors may choose to sign up for any combination of the payment methods described below, and specify which one they want utilized for each payment.

**Manual Warrant [Check].** This is the default delivery method in which a physical check is printed on the scheduled pay date, or the prior business day if that falls on a weekend or holiday, and is placed in the mail the following business day. With this method, the Contractor has the option to request the check be held at our office for pick up.

**ACH/EFT.** Automated Clearing House (ACH) is an Electronic Funds-Transfer (EFT) network for processing transactions directly from one account to another. If a vendor requests this payment delivery method they must initially complete an ACH Enrollment Form and prenoting process that can take up to 8 weeks before the first ACH payment. Once set up—two (2) days prior to the scheduled pay date, EFT instructions are sent by the County to its bank after which the funds are direct deposited into the vendor’s bank account on the scheduled pay date. Email [ACOVendorProcessing@rivco.org](mailto:ACOVendorProcessing@rivco.org) for set up instructions.

**E-Payables.** E-Payables are electronic MasterCard for which credit card information is transmitted to the vendor via secure email or fax, which the vendor processes through their credit card terminal or Accounts Receivable system to receive the funds similar to a point of sale transaction. E-Payables do not have a scheduled pay date, and are instead set to pay in the next pay cycle as soon as approved for payment by the County ACO. E-Payables have a pay cycle that runs every morning at 7:00 AM that transmits payment information to the County’s bank, which in turn sends the secure emails containing the credit card details to vendors the same day by 8:00 AM. This payment method can be set up and ready for use within 24-hours by emailing [ACO\\_epayables@rivco.org](mailto:ACO_epayables@rivco.org).

Vendors should refer to their bank or credit card terminal provider to inquire about any merchant fees that may be assessed on ACH/EFT transactions or E-Payables credit card transactions. The County does not charge additional fees to the vendor for accepting payment electronically.



### **7-3.3. PROGRESS PAYMENTS AND FINAL PAYMENT.**

#### **7-3.3.1. PROGRESS 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 five percent (5%) of such estimated value of the Work or Progress Payment for the fulfillment of the Contract by the Contractor.

For project durations of less than two (2) months, the Contractor will be given the option to receive full payment in one Lump Sum. If Lump Sum payment is not requested and Work extends beyond one (1) month, 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. In accordance with Public Contract Code section 7201(b)(1), the County shall retain 5 percent (5%) from any progress payment for the fulfillment of the Contract by the Contractor.

In accordance with Public Contract Code Section 22300 and other Applicable Law, the Contractor may substitute securities for any monies retained 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.

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 Section 5-2.3, if Project is a Prevailing Wage Contract), construction schedule updates as listed in Section Error! Reference source not found., and National Pollution Discharge and Elimination System permit requirements and frequencies as stated in the Special Provisions and/or Detailed Provisions, if applicable.

#### **7-3.3.2. FINAL PAYMENT.**

The County, after completion of the Work and submittal of any final documents or reports required by the Contract Documents, 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) Calendar Days after the date of Final Acceptance

of a completed Contract 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 Warranty Bond guarantee of Contractor's correction obligations for the Work is accepted by the County in approved form.

The Contractor's acceptance of 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, except disputed Contract Claims in stated amounts made in writing accordance with the requirements of the Contract Documents and identified by the Contractor as unsettled prior to acceptance of final payment.

**7-3.3.3. DELAYED PAYMENTS.**

Subject to Applicable Law, 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 under this Contract.

Per Public Contract Code Section 20104.50 any local agency which fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Contractor on a Construction Contract shall pay interest to the Contractor equivalent to the legal rate—currently ten percent (10%) per annum. Refer to Section 7-3.2 for Payment Terms.

**7-3.4. DELIVERED MATERIALS.**

Unless included in the Bid Item List, or unless otherwise called for in the Special Provisions and/or Detailed Provisions, no payment will be made for materials or equipment delivered but not incorporated in the Work.

**7-3.5. 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.

## **7-4 PAYMENT FOR EXTRA WORK**

### **7-4.1. GENERAL.**

Payment for completed extra work up to the Contract amount shall be added to the monthly progress payment made in accordance with Section 7-3 of these General Provisions.

Only an executed Contract Change Order changes the Contract amount.

County will prepare a Contract Change Order based on any alterations or approved extra work.

It is understood that multiple requests for extra work may be approved and later combined on one (1) Contract Change Order when payments reach approximately eighty percent (80%) of the current Contract amount.

If the Contract amount will be exceeded, progress payments will be temporarily suspended until a Contract Change Order is fully executed.

The General Manager – Chief Engineer shall have the authority to approve changes or additions in the work in accordance with Public Contract Code 20142. Contract Change Orders above that limit will require Board of Supervisors' approval.

### **7-4.2. COUNTY REQUESTED EXTRA WORK**

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.

### **7-4.3. PROCEDURE FOR CONTRACTOR REQUESTED 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 using one (1) or both of the following methods, as requested by the County, and submitted to the County for approval:

- 1) For a stated Unit Price or Lump Sum amount based upon current prevailing fair prices for materials, labor, plant, overhead and profit.
- 2) On a cost plus markup basis (force account by the Contractor). The following markups shall be applied to all Authorized Time and Material labor, materials, and equipment utilized to complete any extra work:

Labor – 24 percent

Materials – 15 percent

Equipment Rental – 15 percent

In addition, a labor surcharge shall be applied to all labor rates for any Authorized Time and Material work completed. The labor surcharge percentage to be applied to the regular and overtime hourly wages paid shall be 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.

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 above.

For the use of equipment moved in for the work and used exclusively for extra work paid for on an Authorized Time and Material basis, the Contractor will be paid the rental rates published by the California Department of Transportation (Caltrans). 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 for equipment and hours paid for labor per day will be in accordance with the following:

<b>Actual Hours Worked</b>	<b>Hours to be Paid</b>
0 – 4	4
5	5
6	6
7	7
8	8
Over 8	Hours in operation based on Overtime Rates

Upon receipt of the Contractor's price, the County will make an analysis thereof and, in its discretion, adopt one (1) of the following procedures:

- 1) 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 markup basis as previously mentioned in this section.
- 2) Have the Work performed by County's forces or by separate Contract.
- 3) 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.

**7-4.4. CHANGES.**

County is authorized to make changes in the Work in accordance with the provisions of this Section.

**7-4.4.1. CONTRACT ADJUSTMENTS**

Contract Adjustments shall only be permitted as follows: (1) the Contract Price shall only be adjusted by means of a Change Order or Unilateral Change Order for Extra or Deleted Work; and (2) the Contract Time shall be adjusted by means of a Change Order or Unilateral Change Order for Excusable Delay or Extra or Deleted Work. All Contract Adjustments to the Contract Price shall conform, without limitation, to the requirements of this Section. All Contract Adjustments to the Contract Time shall conform, without limitation, to the applicable requirements of Section 8-1 (relating to Claims).

**A. Exclusive Rights.**

The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Contractor's exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that the Contractor has under Applicable Laws for recovery or relief

on account of loss or delay in connection with performance of the Work, it being the intent of the County and Contractor that if circumstances arise for which the Contract Documents do not provide to the Contractor an express right to a Contract Adjustment, then such omission of an express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended; and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

**B. Written Authorization.**

Any Change performed by Contractor pursuant to any direction other than a duly authorized and executed Change Order, Unilateral Change Order or Construction Change Directive shall be at Contractor's own expense.

**C. Prompt Performance.**

Subject to the procedures set forth in this Section and elsewhere in the Contract Documents, all Changes shall be performed promptly and without delay.

**7-4.4.2. SIGNATURES AND AUTHORIZATIONS.**

**A. Parties.**

A Change Order shall be executed by the County and the Contractor. A Unilateral Change Order shall be executed by the County. Construction Change Directives shall be executed in accordance with Section 7-4.4.5 below.

**B. Form.**

Change Orders, Unilateral Change Orders and Construction Change Directives shall be executed using forms furnished by County or, if requested by the County, using forms furnished by the Contractor that are approved by the County.

**C. Authorization.**

**1) Writing of Essence.**

It is of the essence to the Contract between Contractor and County that all changes must be authorized in advance, in writing, as required by this Section. Accordingly, no verbal directions, course of conduct between the parties, express or implied acceptance of changes or of the Work, or Claim that the County has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for a Contract Adjustment if Contractor has not obtained advance written authorization in the manner required by this Section.

**7-4.4.3. CHANGE ORDERS.**

**A. Purpose.**

The purpose of a Change Order is to establish the terms of the County's and Contractor's mutual agreement to a Contract Adjustment.

B. Content.

A Change Order is a written instrument, prepared by the County, stating:

1. Extra or Deleted Work;
2. Excusable Delay;
3. the amount of the Contract Adjustment, if any, to the Contract Price; and/or
4. the extent of the Contract Adjustment, if any, to the Contract Time.

**7-4.4.4. UNILATERAL CHANGE ORDERS.**

A. Purpose.

The purpose of a Unilateral Change Order is to adjust the Contract Sum and/or Contract Time if the County and Contractor cannot agree on the adjustment only in the following instances: 1) to recover costs to Owner for Contractor defaults; 2) for withholds and deductions allowed under the Contract Documents; 3) final quantity adjustments for Unit Price Work that reconciles original estimated quantities in the Bid Item List, with final actual quantities used; or 4) an increase or decrease in the Contract Time, consistent with the Contract Documents.

B. Good Faith Determination.

The County's determination in a Unilateral Change Order of a Contract Adjustment shall be based upon a good faith determination by County of the Contract Adjustment that is appropriate under the circumstances and consistent with the terms of the Contract Documents.

C. Claim by Contractor.

If Contractor disputes any portion of the County's good faith determination of a Contract Adjustment that is set forth in a Unilateral Change Order, Contractor shall file, within thirty (30) Calendar Days after issuance of the Unilateral Change Order by County, a Claim pursuant to Section 8-1. The amount of the Contract Adjustment requested in the Claim shall not exceed the difference between the amount (either in terms of dollar amount or number of Working Days) of the Contract Adjustment requested by Contractor and the amount (either in terms of dollar amount or number of Working Days) of the Contract Adjustment granted in the Unilateral Change Order. Except as expressly provided in the Contract, Contractor shall have no reserved right, and hereby waives any such right that may exist under Applicable Laws, to seek in such Claim a Contract Adjustment or

recovery that is based upon any amount (either in terms of dollar amount or number of Working Days) that is in excess of such difference.

D. Waiver by Contractor.

Failure by the Contractor to submit a Claim pursuant to Section 8-1, within thirty (30) Calendar Days after issuance of a Unilateral Change Order by County shall, in accordance with the Contract Documents, constitute a waiver by Contractor of the right to further recourse or recovery based on an assertion that the amount of the Contract Adjustment on account of the change or delay described in such Unilateral Change Order should be different than the amount of the County's Good Faith Determination of the Contract Adjustment as set forth in such Unilateral Change Order.

**7-4.4.5. CONSTRUCTION CHANGE DIRECTIVES.**

A. Purpose.

The purpose of a Construction Change Directive is to: (1) direct the performance of a Change that does not involve a Contract Adjustment; or (2) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

B. No Contract Adjustment.

A Construction Change Directive that directs the performance of Work or a Change that does not involve a Contract Adjustment to the Contract Price or Contract Time may be authorized by either the Engineer or the County's Project Manager and shall be promptly performed by Contractor so as to not cause delay to any other portion of the Work. A Construction Change Directive directing performance of a Change that does not contain any statement indicating that a Contract Adjustment is requested or required shall be conclusively presumed to be a Change and no Contract Adjustment increasing the Contract Price or Contract Time will be made on account thereof.

C. Agreed Basis for Compensation for a Contract Adjustment.

A Construction Change Directive that contains a complete or partial Agreement by the County and Contractor with respect to the Contractor's right to, or the basis for compensation for a Contract Adjustment shall be authorized in accordance with, conform to the requirements of and be binding upon County and Contractor as provided for herein.

1. Complete Agreement.

Each Construction Change Directive involving Extra or Deleted Work with respect to which there is complete Agreement on the terms of the Contract Adjustment shall include:



a. Statement of Agreement.

A statement that the County and Contractor are in agreement on all of the terms of the Contract Adjustment related to performance of such Change and set forth a full description of the terms of the Contract Adjustment, including, without limitation, its effect on the Contract Price and Contract Time.

b. Legal Effect.

i. Upon Contractor.

The agreed terms of the Contract Adjustment with respect to which there is a statement of full agreement on the terms of the Contract Adjustment for a change in Work shall be final and binding upon Contractor. Any right or Claim by Contractor for any additional compensation or extension of time relating directly or indirectly to such change shall be conclusively deemed waived by Contractor, even if the circumstances giving rise to such additional compensation or extension of time were not suspected by or known to the Contractor at the time of execution of the Construction Change Directive and if suspected or known would have been considered by Contractor to have been material to Contractor's Agreement to the Contract Adjustment set forth in the Construction Change Directive.

ii. Upon County.

In recognition of the fact that Construction Change Directives may be issued under circumstances in which the County may not have had the access to pertinent information required for the County to fully evaluate the circumstances giving rise to the Change, it is agreed that neither the issuance nor execution of, nor any statement contained in, nor any course of conduct in connection with, a Construction Change Directive (including, without limitation, a Construction Change Directive that constitutes a full agreement by County and Contractor on the basis for compensation for a Contract Adjustment) shall be interpreted as a waiver, release or settlement of any of County's rights relating to the subject matter of the Construction Change Directive, or as creating or implying any right of Contractor to a Contract Adjustment, if it is found by County upon further investigation that circumstances existed, not known to County at the time of executing the Construction Change Directive, demonstrating that the Contractor was not in fact entitled to a Contract Adjustment or was entitled to a Contract Adjustment on different terms than those agreed to in the Construction Change Directive.

D. Partial Agreement.

Each Construction Change Directive involving Extra or Deleted Work with respect to which there is only agreement on a portion of the terms of a Contract Adjustment shall comply with the following:

1. Agreed Terms.

The Construction Change Directive shall state those terms of the Contract Adjustment as to which there is agreement.

a. Legal Effect.

Except to the extent of any additional open (i.e., non-agreed) terms stated or reserved in the Construction Change Directive, such agreement shall have the same legal effect set forth herein.

b. Time and Materials.

In the event that County and Contractor agree in the Construction Change Directive to the “time and materials” method of calculation set forth herein, but do not agree upon a maximum price, then the total cost to County for the Work covered by the Construction Change Directive shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved.

2. Open Terms.

The Construction Change Directive shall state those terms of the Contract Adjustment that are “open” or “disputed”; meaning those terms as to which the County and Contractor did not reach agreement.

a. Legal Effect.

A Reasonable Order of Magnitude Estimate constitutes neither (i) a guarantee by Contractor that the amount of the Contract Adjustment to the Contract Price or Contract Time that may be associated with the Extra or Deleted Work covered by such Construction Change Directive may not exceed the Reasonable Order of Magnitude Estimate nor (ii) authorization or agreement by County to a Contract Adjustment based on the amounts set forth in such Reasonable Order of Magnitude Estimate.

E. Disputed Contract Adjustment.

Each Construction Change Directive involving a Contract Adjustment with respect to which there is a dispute or partial agreement shall, if Contractor is ordered to do so in a Construction Change Directive signed by the Engineer, be performed by Contractor without delay. Except as otherwise provided elsewhere in this Section, with respect to any open terms as to which the County and Contractor have not

reached agreement, both County and Contractor shall be deemed to have reserved their respective rights and defenses.

F. Other Notices.

With respect to any Contract Adjustment or portion of a Contract Adjustment that is not fully resolved in a Construction Change Directive, neither issuance nor execution of such Construction Change Directive shall be interpreted as relieving Contractor of its obligation to comply with the requirements of these General Provisions relative to timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

**7-4.4.6. PROCEDURES.**

A. Notice of Change.

1. Submission.

Contractor shall submit a written Notice of Change to County, if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes Extra or Deleted Work or other matter that may involve or require a Contract Adjustment (additive or deductive). Such notice shall be provided prior to commencement of performance of the Work affected and no later than three (3) days after the discovery date of such circumstance.

2. Form.

Notices of Change shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Notice of Change in a written form that complies with the requirements specified herein.

3. Content.

Each Notice of Change in order to be considered complete shall include:

- a. a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Construction Change Directive);
- b. a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments (additive and deductive) to the Contract Price; and

- c. if such circumstances involve a right to adjustment of the Contract Time due to Excusable Delay that has not been waived, Contractor shall include, if not previously provided, a complete and timely Notice of Delay.

4. Waiver by Contractor.

Failure by Contractor to provide a complete and timely Notice of Change under circumstances where a Notice of Change involving a change is required shall constitute a waiver by Contractor of the right to a Contract Adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such change.

5. Deductive Adjustments.

Failure by Contractor to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

B. Change Order Request.

1. Submission.

With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Price, Contractor shall, within fourteen (14) days after receipt by the County of a Notice of Change, submit to the County a written Change Order Request.

2. Form.

Change Order Requests shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Change Order Request in a written form that complies with the requirements stated herein.

3. Content.

Content of Each Change Order Request to be considered complete shall include:

- a. a detailed description of the circumstances for Extra or Deleted Work;
- b. a complete, itemized cost breakdown (additive and deductive) of the Allowable Costs that form the basis for the Contractor's request for Contract Adjustment, including: (a) if the pricing is based on time and materials charges, all of Contractor's and each Subcontractor's Allowable Costs (including, without limitation, quantities, hours, Unit Prices, and rates) and Allowable Markups, and (b) if the pricing is in the form of a Lump Sum

price a detailed breakdown of the Lump Sum price into its component and individual items of Allowable Costs and Allowable Markup; and

- c. if such circumstances involve a right to a Contract Adjustment of the Contract Time due to Excusable Delay that has not been waived, Contractor shall include, if not previously provided, a complete and timely Request for Extension.

4. Waiver by Contractor.

Failure by Contractor to provide a complete and timely Change Order Request under circumstances where a Change Order Request involving a change is required shall constitute a waiver by Contractor of the right to a Contract Adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such change.

5. Deductive Adjustments.

Failure by Contractor to submit a timely or proper Change Order Request under circumstances in which a Change Order Request is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

**7-4.4.7. FORMAL NOTICE OF ESSENCE.**

Contractor recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the County or available to the County through other means, is not a mere formality but is of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in Requests for Information, statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements herein, shall therefore be insufficient.

**7-4.5. BASIS FOR ESTABLISHING COSTS.**

**7-4.5.1. BASIS OF CALCULATION.**

A. Changes Not Involving Time.

Contract Adjustments to the Contract Price on account of Extra or Deleted Work shall be calculated according to one of the following methods:

1. Lump Sum.

By mutual acceptance of a Lump Sum proposal from Contractor based solely on Allowable Costs and Allowable Markups that is properly itemized and supported by sufficient substantiating data to permit evaluation.

2. Unit Prices.

By the Contract Unit Prices set forth in the Bid, the Stipulated Unit Prices established by the County in the Contract Documents or such other Unit Prices as are subsequently and mutually agreed to in writing between the County and Contractor, with no amount added thereto for Allowable Markups.

3. Force Account Work.

For Changes with respect to which County elects to make a unilateral and final determination by the sum of all the following:

a. Materials and Equipment.

The reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Contractor's actual Allowable Costs. Materials and equipment used in force account work will be marked up by 15% as stated in Section 7-4.3 of these General Provisions.

b. Labor.

Labor estimate will be calculated utilizing Prevailing Wages as set out by the Department of Industrial Relations. Refer to Section 5-2.2 of these General Provisions. A labor surcharge and markup of 24% shall be applied in accordance with Section 7-4.3 of these General Provisions.

4. Time and Materials.

a. Deleted Work.

With respect to Deleted Work, if none of the methods provided for in Subparagraphs (1) through (3), above, is applicable, then, in addition to the reduction, if any, that may be due to Owner (pertaining to Contract Adjustments shortening the Contract Time due to Deleted Work) and any additional reductions or credits to which County may be entitled, the Contract Price shall be reduced by the greater of either:

- i. the value assigned to the Deleted Work in the Schedule of Values attached to the Contract or provided in accordance with the Special Provisions and/or Detailed Provisions, inclusive of all estimated markups by Contractor and any Subcontractor for overhead and profit set forth in the Schedule of Values (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or

- ii. a reasonable estimate of the value of the Deleted Work (inclusive of all costs, overhead and profit) as of the date that the Construction Contract was executed by County and Contractor.

B. Changes Involving Time.

Contract Adjustments that are based on an extension of the Contract Time for a shortening of the Contract Time due to Deleted Work shall be calculated in the manner stated in these Contract Documents.

**7-4.5.2. TIME AND MATERIALS DOCUMENTATION.**

Without limitation to any other provisions of the Contract Documents, Contractor's right to reimbursement of Allowable Costs incurred by Contractor or Subcontractors in the performance of a Change for which the Contract Adjustment is calculated, shall be conditioned on Contractor's compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Change:

A. Labor.

At the close of each day on which such Extra Work is performed, Contractor shall submit to County, and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the actual hours spent in performance of the Extra Work on the Working Day that the Extra Work was performed with the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall include a written certification by Contractor's Project Manager or Superintendent at the time of submission that the information contained therein is complete and accurate.

B. Materials, Equipment.

At the close of each Working Day on which such Extra Work is performed, Contractor shall submit to County, and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work on the Working Day that the Extra Work was performed, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.

C. Other Expenditures.

At the close of each Working Day on which such Extra Work is performed, Contractor shall submit to County, and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra

Work on the Working Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as County may require.

D. Subsequent Documentation.

Documentation not available on any Working Day that a portion of the Extra Work is performed shall be submitted to the County as soon as they are available but not later than twenty-one (21) days after the earlier of the day of delivery or incorporation of the particular item of Extra Work at the Project.

E. Subcontractor Costs.

Extra Work performed by Subcontractors on a time and materials basis shall be documented in the same manner as required of the Contractor. If the County approves of a Lump Sum price for a Subcontractor's performance of Extra Work, then Contractor shall submit in lieu of the documentation otherwise required, such documentation as may be requested by the County confirming the Extra Work performed on any given Working Day.

F. Authentication.

In addition to the foregoing, County may require that Contractor comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and materials tickets and invoices by persons designated by County for such purpose.

G. Waiver by Contractor.

The failure of Contractor to submit authentication of costs in the manner required shall, if County elects in its reasonable discretion to treat it as such, constitute a waiver by Contractor of any right to a Contract Adjustment for the Allowable Costs incurred for performance of that portion of the Extra Work for which Contractor has failed to provide such authentication.

**7-4.5.3. ALLOWABLE COSTS.**

The term "Allowable Costs" (1) means the costs that are listed in this Section; and (2) excludes costs that do not constitute Allowable Costs under Section 7-4.5.4, below:

A. Labor.

Straight-time wages and, if specifically authorized by County in writing, overtime wages for employees employed at the Project, including wages for employees of Subcontractors performing engineering or fabrication detailing at locations other than at the Project. The use of a labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for the use of such labor classification. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract



Documents and only as specifically authorized by County in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost. As part of the Allowable Costs permitted, Contractor shall be entitled to be reimbursed wages paid to a “time and materials clerk” employed by Contractor to track and document Changes that are authorized or permitted to be performed on a time and materials basis, provided that the time expended by such employee is verified by contemporaneously maintained time sheets maintained by such clerk showing the actual time spent tracking and documenting the performance of Changes separately from other tasks or functions performed by such clerk.

B. Benefits.

To the extent based on wages reimbursable herein, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements.

C. Materials.

Costs of materials used or consumed in the Work. Such costs for Extra Work shall be at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Project by other Subcontractors, suppliers, manufacturers and distributors. The cost for any such item that is not new shall mean “fair market value” based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Contractor and approved by County prior to such use or consumption.

D. Taxes.

Sales taxes on the costs of the materials described herein.

E. Equipment Rental.

Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others. No charge shall be allowed or credit required for items which have a replacement value of Two Hundred and Fifty Dollars (\$250) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to County than holding it at the Project, it shall be returned, unless Contractor elects to keep it at the Project at no expense to County. Under no circumstances shall the aggregate rentals

chargeable for any item of equipment exceed the following percentages of the fair market value of the item at the time of its first use for the Work, which fair market value must be declared by Contractor and approved by County prior to the first use of such item in or for the Work: (1) if the item is owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed seventy-five percent (75%) of such fair market value; and (2) if the item is not owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed one hundred percent (100%) of such fair market value. All equipment shall be acceptable to County, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The cost of major repairs or overhauls of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

F. Subcontractors.

Payments made by Contractor to Subcontractors; provided, however, that: (1) such payments are not otherwise precluded from reimbursement by the terms of the Contract Documents; (2) such payments are for Work performed in accordance with the requirements of the Contract Documents; (3) such payments are for amounts properly due and owing by Contractor under the terms of the governing Contract between Contractor and such Subcontractor; and (4) in the case of payments for Extra Work performed by a Subcontractor pursuant to a Change Order executed between Contractor and a Subcontractor the Change Order was executed under circumstances in which the Subcontractor was entitled under the terms of its Contract with Contractor to receive the amount of additional compensation agreed to in the Change Order.

G. Bonds.

Costs of bonds required to be furnished by Contractor (not Subcontractors) under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed two percent (2%) of the costs described herein.

**7-4.5.4. COSTS NOT ALLOWED.**

Allowable Costs shall not include any of the costs associated with any of the following (whether incurred by Contractor or a Subcontractor):

- 1) superintendent(s);
- 2) assistant superintendent(s);
- 3) project engineer(s);

- 4) project manager(s);
- 5) scheduler(s);
- 6) estimator(s);
- 7) drafting or detailing (except as otherwise permitted herein);
- 8) vehicles not dedicated solely to the performance of the Work;
- 9) small tools with a replacement value not exceeding two hundred and fifty dollars (\$250);
- 10) office expenses, including staff, materials and supplies;
- 11) on-Project and off-Project trailer and storage rental and expenses;
- 12) site fencing not added solely due to the performance of Extra Work;
- 13) utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;
- 14) computer and data-processing personnel, equipment and software;
- 15) federal, state or local business, income and franchise taxes;
- 16) insurance (including, without limitation, General Liability, Automobile and Worker's Compensation);
- 17) without limitation to Contractor's right to liquidated damages, losses, of any kind, incurred by Contractor or a Subcontractor, of any tier, that arise from or relate to delay (including Excusable Delay or Unexcused Delay) or acceleration to overcome the effects of such delay; and
- 18) costs and expenses of any kind or item not specifically and expressly included herein.

#### **7-4.6. MARKUP.**

##### **7-4.6.1. ALLOWABLE MARKUPS.**

Allowable Markups consist of the percentages set forth provided for by this Section. Allowable Markups are deemed to cover, without limitation, the following: (1) direct and indirect overhead (including, without limitation, consumables, small tools, and cleanup) and profit of the Contractor; (2) direct and indirect overhead (including, without limitation, consumables, small tools, and cleanup) and profit of the Subcontractors, of every Tier; and (3) all costs that are not reimbursable to Contractor, above. Subject to the exclusions and limitations set forth elsewhere in the Contract Documents, Allowable Markups include and are limited to the following:

A. Self-Performed Work.

1. Deleted Work.

With respect to all or that portion of Deleted Work involving self- performed Work, County shall be entitled to a credit equal to five percent (5%) of the amount of the credit for the savings to Contractor for the self-performed Work as calculated herein.

B. Installation Subcontractors (First-Tier).

1. Deleted Work.

With respect to all or that portion of Deleted Work that was to have been performed by a first-Tier Installation Subcontractor, the Contract Price shall be reduced. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due.

C. Installation Subcontractors (Second-Tier).

1. Deleted Work.

With respect to all or that portion of Deleted Work that was to have been performed by a second-Tier Installation Subcontractor, the Contract Price shall be reduced. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due.

D. Other Subcontractors.

1. Deleted Work.

With respect to all or that portion of Deleted Work that was to have been performed by such other Subcontractor who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the Contract Price shall be reduced. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due.

**7-4.6.2. REVIEW OF MARKUPS.**

It is Contractor's responsibility to review information submitted by Subcontractors to ensure that all markups comply with the requirements of the Contract Documents. Payment by the County of markups that exceed Allowable Markups shall not be considered as a waiver by County of the right to require repayment by Contractor of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Contractor to County.

**7-4.6.3. EXCLUSIONS AND LIMITATIONS.**

Allowable Markups are not permitted:

- 1) on agreed Unit Prices;
- 2) on materials, products or equipment furnished by County;
- 3) on damages, at the Established Daily Rate if any, payable to Contractor;
- 4) to a Subcontractor who contracts to perform a Change that is in fact wholly performed by another Subcontractor (“wholly performed” means that all of the Change, other than supervision or minor labor or materials, are furnished by such other Subcontractor); or
- 5) on any cost or compensation with respect to which the Contract Documents state that there shall be “no Allowable Markup”, “no markup for overhead and profit” or words of similar meaning.

#### **7-5 PAYMENT FOR CHANGES REQUESTED BY THE CONTRACTOR**

If such changes are approved by the Engineer pursuant to Section 7-4.4, approval will only be made based upon a reduction in cost or no additional cost to the Agency.

#### **7-6 NET CALCULATIONS**

If any single Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by County, involve both Change and Extra or Deleted Work, and if the added Allowable Costs resulting from the Change exceed the reduction calculated (excluding any Allowable Markup to the Contractor), then the calculation of Allowable Markups to Contractor shall be based on and limited to the resulting net increase in the Allowable Costs.

#### **7-7 UNIT PRICES**

Unless otherwise stated in the Contract Documents, Unit Prices stated in the Contract Documents or subsequently agreed upon by County and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups.

#### **7-8 DISCOUNTS**

For purposes of determining Allowable Costs of a Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to County, and Contractor shall take all necessary steps to ensure that such discounts, rebates, refunds, and returns are secured.

#### **7-9 PROMPT PRICING**

It is fundamental to the County’s objective of controlling costs that performance of Changes on a time and materials basis of compensation and without a not-to-exceed price be curtailed. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, in addition to and without limitation on any of the County’s other rights or remedies, including,

without limitation, its right to enforce a waiver, it is agreed that if Contractor fails to timely submit a complete Change Order Request, with respect to any circumstance, event or occurrence constituting a Change then: (1) any delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Change shall be conclusively deemed to be an Unexcused Delay; and (2) the County shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the Contract Adjustment to the Contract Price for such Change based on the “estimating guide” method set forth herein, which determination shall be conclusively final and binding upon Contractor.

## **7-10 FULL RESOLUTION**

Except as otherwise stated in the Contract Documents, the signing of a Change Order by Contractor and the County shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all loss and delay, whether known or unknown at the time of execution of the Change Order, related to the subject matter of the Change Order, including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related losses. The foregoing provisions shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts.

Any right or Claim by Contractor for any additional compensation or extension of time relating directly or indirectly to a Change described in a fully executed Change Order shall be conclusively deemed waived by Contractor, even if the circumstances giving rise to such additional compensation or extension of time were not suspected by or known to the Contractor at the time of execution of the Construction Change Directive and if suspected or known would have been considered by Contractor to have been material to Contractor’s Agreement to the Contract Adjustment set forth in the Change Order.

## **7-11 RESERVED RIGHTS**

Change Orders shall be executed by Contractor without any express reservation of rights by Contractor to reserve for the future the assertion of any right of recovery from the County for loss or delay arising out of or relating to the subject matter of the Change Order. Execution of a Change Order, Unilateral Change Order or Construction Change Directive shall not be interpreted as a waiver, release or settlement of any rights or Claims that the County may have for any of the following: (1) Defective Work; (2) liquidated damages or actual losses for Delay; or (3) recoupment by County (by way of withholding of funds, set off or recovery from Contractor) of amounts paid by County for costs or markups on costs that the County discovers, following payment of such amounts to Contractor, do not constitute proper charges to County, or that constitute charges that are not properly substantiated, under the terms of the Contract Documents.

## **7-12 NO “TOTAL COST” CALCULATIONS**

Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple Changes and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Change or Delay. Unless otherwise agreed to by County in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as “total cost” or “modified total cost” methodologies) that purports to establish Contractor’s entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor’s total costs for the Work or a portion of the Work and its original Bid.

## **7-13 MULTIPLE CHANGES**

The County reserves the absolute right to make whatever Changes, including, without limitation, Deleted Work, that it determines, in its sole discretion, are necessary or otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any Claim for breach of Contract, abandonment, rescission, termination, cardinal change or reformation of the Agreement, nor shall such circumstances be the basis for Contractor, or any of the Subcontractors, of any Tier, to assert a right of recovery of any loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

## **7-14 CONTINUOUS PERFORMANCE**

Subject to Contractor’s rights, no dispute or disagreement with respect to any Changes or delay, including, without limitation, disputes over Contractor’s right to or the terms of a Contract Adjustment, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

## ARTICLE 8 - CLAIMS

### 8-1 CLAIMS

#### 8-1.1. SUBMISSION OF CLAIMS.

All Claims by Contractor shall be submitted to the County in accordance with the procedures set forth in the Contract Documents. This Article 8 - is intended to comply with the provisions of Public Contract Code Section 9204.

Click the following link for the full text of Public Contract Code Section 9204:

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=9204](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=9204)

#### 8-1.2. ACCRUAL OF CLAIM.

##### A. Changes.

A Claim by Contractor involving a Contract Adjustment due to Changes or Extra or Deleted Work arises upon issuance of a written decision denying, in whole or in part, Contractor's Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Article 8 -.

##### B. Other Claims.

Claims by Contractor, other than those described in this Article 8 -, that arise at the time that County receives written notice by Contractor of Contractor's intent to file the Claim. Such notice of intent shall be given no later than five (5) Days after the discovery date relative to such circumstances (even if Contractor has not yet experienced a loss or delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Price and Contract Time.

Failure by Contractor to submit a Notice of Intent to file Claim in accordance with this subsection shall constitute a waiver by Contractor of the right to further recourse or recovery upon such Claim.

#### 8-1.3. CONTENT OF CLAIMS.

A Claim must include the following:

- 1) a statement that it is a Claim and a request for a decision on the Claim;
- 2) a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- 3) supporting documentation as follows: (a) if the Claim involves a Contract Adjustment due to Changes or Extra or Deleted Work, documentation demonstrating that a



complete Notice of Change and Change Order Request were timely and properly submitted as required by Section 7-4.4.6; (b) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by Section 6-4.2; (c) if the Claim does not involve a Contract Adjustment on the basis of Changes or Extra or Deleted Work, documentation demonstrating that a Notice of Intent to file the Claim was timely and properly submitted as required;

- 4) a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (a) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on “total cost” calculations; and (b) job cost records substantiating the actual costs that have been incurred; and
- 5) a written certification, signed by a responsible managing officer or principal of Contractor’s organization who has the authority to sign contracts on behalf of Contractor and who has personally investigated the matters alleged in the Claim, in the following form:

“I hereby certify under penalty of perjury that I am a managing officer or principal of (Contractor) and that I have reviewed the Claim presented herewith on Contractor’s behalf and/or on behalf of (Subcontractor(s)) and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct:

- a. the facts alleged in or that form the basis for the Claim are true and accurate;
- b. I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;
- c. I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim;
- d. I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to have been suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

- e. Contractor has not received payment from County for, nor has Contractor previously released County from, any portion of the Claim.

**8-1.4. NONCOMPLIANCE.**

Failure by Contractor to comply with the statement above, shall give County the right, without obligation, to deny the Claim or return the Claim without any response.

**8-1.5. SUBMISSION OF CLAIMS.**

**A. Time for Filing.**

All Claims and supporting documentation and certifications required to be submitted by Contractor must be submitted to the County within thirty (30) days after the Claim arises (as “arises” is defined above). No Claims by Contractor are permitted after Final Payment.

**B. Condition Precedent.**

Contractor’s strict compliance with the requirements of this Article 8 as to a Claim shall be considered a condition precedent to Contractor’s right to initiate or seek determination of its rights in any legal proceedings with respect to such Claim.

**8-1.6. RESPONSE TO CLAIMS BY CONTRACTOR.**

**A. Claims under \$50,000.**

Claims by Contractor that are less than Fifty Thousand Dollars (\$50,000) shall be responded to by County by issuance of a good faith determination of the Claim in writing within forty-five (45) days of receipt of the Claim, unless County requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its good faith determination of the Claim within the longer of either (1) fifteen (15) days, or (2) the period of time taken by Contractor in producing the additional information or documentation. Provided, however, that if the County requires approval from the Board of Supervisors prior to the issuance of its good faith determination, and the Board of Supervisors does not meet within forty-five (45) days of the date of Contractor’s Claim, the County’s response will be due three (3) days following the next duly noticed meeting of the Board of Supervisors after the forty-five (45) period has expired.

**B. Claims over \$50,000.**

Claims by Contractor that are over Fifty Thousand Dollars (\$50,000) shall be responded to by County by issuance of a good faith determination of the Claim in writing within forty-five (45) days of receipt of the Claim, unless County requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its good faith determination within the longer

of either (1) thirty (30) days, or (2) the period of time taken by Contractor in producing the additional information or documentation. Provided, however, that if the County requires approval from the Board of Supervisors prior to the issuance of its good faith determination, and the Board of Supervisors does not meet within forty-five (45) days of the date of Contractor's Claim, the County's response will be due three (3) days following the next duly noticed meeting of the Board of Supervisors after the forty-five (45) period has expired.

#### **8-1.7. MEET AND CONFER.**

If Contractor disputes County's good faith determination of a Claim by Contractor, or if County fails to respond within the prescribed time set forth above, Contractor may so notify County, in writing, within fifteen (15) days of Contractor's receipt of County's good faith determination, or within fifteen (15) days of County's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, County shall schedule a meet and confer conference within thirty (30) days of such demand for discussion of settlement of the dispute. If either County or Contractor determines that the meet and confer process has not been successful, it shall have the right to declare the meet and confer process closed by written notice to the other party so stating. Any unresolved disputes shall be collectively submitted to nonbinding mediation after the completion of the Work.

#### **8-1.8. CLAIMS BASED ON DIFFERING SITE CONDITIONS.**

##### **A. Contractor Responsibility.**

Save and except as hereinafter provided for Contract Adjustments due to Differing Site Conditions, Contractor agrees at Contractor's own expense to assume the risk and costs of Extra Work and delay due to concealed or unknown conditions, surface or subsurface, at the Project.

##### **B. Differing Site Conditions.**

Differing Site Conditions are those conditions at the Project which are not otherwise reasonably ascertainable by Contractor in the performance of its obligations under the Contract Documents (including, without limitation, conditions not reasonably ascertainable by Contractor from documents or information described and available to Contractor for its review prior to the Bid) that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Project or concealed conditions at the Project which differ materially from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid; or (3) unknown physical conditions at the Project or concealed conditions at the Project of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

C. Notice of Change.

If Contractor encounters conditions it believes constitute Differing Site Conditions, then Contractor shall, before such conditions are disturbed, give Notice of Change as required below, stating, without limitation, a detailed description and precise location of the conditions encountered.

D. Investigation by County.

Upon receipt of notice from Contractor as required, County shall promptly investigate Contractor's report of Differing Site Conditions.

E. Change Order Request.

If Contractor intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request, setting forth its request for a Contract Adjustment.

F. Contract Adjustments.

If, following Contractor's compliance with its obligations, County finds that Differing Site Conditions exist, then, unless the Contractor's right to Contract Adjustment has been waived, a Contract Adjustment shall be made for the resulting Change and Delay, in such amount and duration as County determines by issuance of a good faith determination are reasonable and permitted by the Contract Documents.

G. Waiver by Contractor.

Failure by Contractor to strictly comply with the requirements herein pertaining to Contract Adjustment based on a Claim for Differing Site Conditions shall constitute a waiver by Contractor of the right to further recourse or recovery upon such Claim.

H. Final Completion.

No Claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted more than five (5) days after the Contractor discovered or should have discovered the Differing Site Condition.

**8-1.9. CONTINUOUS WORK.**

Contractor shall, notwithstanding the existence of a Claim by Contractor that is disputed by County, maintain continuous performance, without interruption, suspension or slowing, of the Work and its other obligations (1) pending issuance by County of a good faith determination of the Claim and (2) thereafter in compliance with the terms of such good faith determination.

## **8-2 NOTICE OF THIRD-PARTY CLAIMS**

County shall provide notification to Contractor within a reasonable time after receipt of any third-party Claim relating to the Contract. County shall be entitled to recover from Contractor its reasonable costs of providing such notification.

## **8-3 GOVERNMENT CODE CLAIMS**

Nothing in the Contract, including this Section, waives or modifies Contractor's obligation to present a timely Claim under Government Code Section 900 et seq. Notwithstanding Contractor's participation in dispute resolution proceedings or other Claims procedures under the Contract, such proceedings are in addition to Contractor's obligation to present a written Government Code Claim, which is a prerequisite to filing a lawsuit for money or damages against County

## **8-4 WAIVERS OF RIGHTS BY CONTRACTOR**

County and Contractor acknowledge that it is in the interest of both parties that changes, delays, and Claims be identified, quantified, evaluated, and finally resolved promptly, contemporaneously with the circumstances from which they arise, and that there be certainty with respect to the finality of any resolution of related disputes. On those premises, and in further recognition of the fact that it would be extremely difficult or impossible to quantify, demonstrate, or prove the harm to County if any of the foregoing premises is not achieved due to failure by Contractor to comply with the requirements of the Contract Documents concerning Timely Notice or Submission of Notices and Claims relating to Changes, Delay, and Contract Adjustments, County and Contractor agree that failure by Contractor to conform to such requirements of the Contract Documents shall, in and of itself, constitute sufficient cause and grounds, without the necessity of County demonstrating and actual harm or prejudice, for imposing upon Contractor a full and unconditional waiver by Contractor of its right to a Contract Adjustment and of its rights and recourse for recovery of any related loss by any legal process otherwise provided for under Applicable Laws.

## **8-5 GOOD FAITH DETERMINATIONS**

Wherever in the Contract Documents it is provided that the County may or shall make a determination or decision in the exercise of good faith (including, without limitation, provisions for a good faith determination by County), any such determination or decision that the person exercising such right on behalf of County believes in good faith to be a proper exercise of County's rights and has a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so, shall be complied with by Contractor without Delay to Contractor's performance of the Work. However, unless the Contract Documents expressly provides otherwise, neither such good faith determination or decision nor Contractor's compliance therewith shall be interpreted as precluding the Contractor from exercising its rights to seek adjudication of its rights in the manner permitted by the Contract Documents or Applicable Laws.

## **8-6 ESCROW BID DOCUMENTS**

If the Contract Documents obligate Contractor to submit escrow bid documents, then submission by Contractor of its escrow bid documents shall constitute a warranty and representation by Contractor that it has no other written documents or electronic files containing any information that Contractor was required to include, but failed to include, as part of its performing such

obligation and Contractor agrees it shall have no right to submit for consideration by County, or offer into evidence in legal proceedings, in support of a request for Contract Adjustment or a Claim any such documentation or electronic files that Contractor so failed to include in its escrow bid documents.

## ARTICLE 9 - CONTRACTOR'S INDEMNITY OBLIGATIONS

### 9-1 GENERAL

To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the County of Riverside, the Riverside County Department of Waste Resources and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all Claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, Claims for:

- A. Any activity on or use of the County's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with County's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the County) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);

- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or County arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all Claims against the County seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the County from such Claims.

## **9-2 EFFECT OF INDEMNITEES' ACTIVE NEGLIGENCE**

Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 9 -. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

## **9-3 INDEPENDENT DEFENSE OBLIGATION**

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves Claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor



shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the County.

#### **9-4 INTENT OF PARTIES REGARDING SCOPE OF INDEMNITY**

It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

#### **9-5 WAIVER OF INDEMNITY RIGHTS AGAINST INDEMNITIES**

With respect to third party Claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

#### **9-6 SUBCONTRACTOR REQUIREMENTS**

In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article 9 -.

#### **9-7 NO LIMITATIONS OR WAIVER OF RIGHTS**

Contractor's obligations under this Article 9 - are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article 9 - are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all Claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article 9 - shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the County to monitor compliance with these requirements imposes no additional obligations on the County and will in no way act as a waiver of any rights hereunder.

## **9-8 WITHHOLDING TO SECURE OBLIGATIONS**

In the event an Indemnity Claim arises prior to final payment to Contractor, the County may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the County may release such funds if the Contractor provides the County with reasonable assurances of protection of the Indemnitees' interests. The County shall, in its sole discretion, determine whether such assurances are reasonable.

## **9-9 SURVIVAL OF INDEMNITY OBLIGATIONS**

Contractor's obligations under this Article 9 - are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

## **ARTICLE 10 - WATERING**

### **10-1 DESCRIPTION**

The 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.

## **ARTICLE 11 - PUBLIC CONVENIENCE, TRAFFIC CONTROL, AND DETOURS**

### **11-1 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 Contract Documents, 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.

### **11-2 MATERIALS STORAGE**

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



**SPECIAL PROVISIONS**

**FOR**

**THE CONSTRUCTION OF**

**ON-CALL SITE IMPROVEMENTS**

**AT**

**RIVERSIDE COUNTY SANITARY LANDFILLS**

**JUNE 2024**

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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).

Required Bid Items include the construction of new asphalt concrete roadways at LC landfill site, repair of damaged asphalt concrete roadway at BA landfill site, excavation and hauling of sediment from the southwest sedimentation basin at BA landfill site, placement of class II aggregate base and application of thermoplastic striping at BA landfill site. Optional on-call Bid Items include but are not limited to: the construction of reinforced shotcrete or asphalt structures, repair of damaged asphalt or reinforced concrete roadway/pad sections at LC landfill site, placement of aggregate base material, replacement of existing gabion baskets, relocation of existing K-Rail barriers, earthwork excavation including hauling and stockpiling of daily cover material, construction of earthen berms using engineered fill, and greenwaste application. Typical sections for each on-call item and estimated areas of installation are as shown in the Project Drawings. Additional on-call work may be requested at the sole discretion of the County on a Time and Materials (T&M) basis. The County shall provide Work Orders as written advance notice for the intent to begin construction of authorized on-call work, 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 and authorized T&M work 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 included estimates of the total in place quantities and provided typical construction details in these Contract Documents for the 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. Construct asphalt roadway at LC which consist of a 6-inch-thick asphalt concrete over 12-inch-thick Class II Base cross-section.
- D. Bid items per Sections 2 to 12 of these Special Provisions (Typical sections as shown in the Project Drawings or as directed by the County). On-call bid items are designated as such within the sections of these Special Provision. These bid items, both regular and on-call, include but are not limited to the following:
  - a. Repair damaged sections of existing roadway at LC by saw-cutting, removing, and replacing the entire 6-inch-thick AC section over 12-inch-thick Class II Base roadway sections at locations shown on Project

Drawings. Asphalt and base material shall be hauled to the landfill's construction and demolition pile located on-site or as directed by County staff.

- b. Repair damaged sections of existing roadway at BA by saw-cutting, removing, restoring the asphalt subgrade by adding and compacting more base material, and replacing the entire 7-inch-thick AC section over 10-inch-thick Class II Base roadway sections at locations shown on Project Drawings. Additional base material shall be imported to bring the road to grade. Thermoplastic striping removed during repair of roads shall be replaced as shown on the Project Drawings and as directed by the County. Demolished asphalt shall be hauled to the landfill's construction and demolition pile located on-site or as directed by County staff.
- c. Repair damage sections of existing reinforced concrete pad at LC by saw-cutting, removing, and replacing the entire 6-inch-thick reinforced concrete pad sections at locations shown on Project Drawings. This work shall also include furnishing and installing steel dowel and rebar reinforcement. Concrete material shall be hauled to the landfill's construction and demolition pile located on-site or as directed by County staff.
- d. Construct various types of reinforced shotcrete, or asphalt concrete drainage structures.
- e. Earthwork per Section 3 of these Special Provisions including excavation, hauling and stockpiling daily cover material.
- f. Removing built-up sediment from the Badlands SW Sedimentation Basin. Work includes protecting concrete structures in place and either working around or temporarily removing the rock berms before sediment removal and replacing rock berms to grade after sediment removal.
- g. Furnish and install various types of material including crushed miscellaneous base, 2-inch to 4-inch rock, or 3-inch to 6-inch rock.
- h. Construct earthen diversion berms including excavation, hauling, and compaction of material.
- i. Remove, salvage, and replace gabion baskets including the removal and stockpiling of old rock material and providing new rock material and wire baskets.
- j. Apply thermoplastic stripping on new asphalt roadway sections at LC as shown in the Project Drawings and as directed by the County.

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

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

##### *Standard Specifications*

The term Standard Specifications is a direct reference to the publication entitled "Standard Specifications for Public Works Construction" (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:

<b>ITEM No.</b>	<b>ITEM OF WORK</b>	<b>SECTION No.</b>
1	Construct Asphalt Concrete Roadway (6” Thick A.C. over 12” Thick Class II Base)	SECTION 5
2	<i>Optional</i> Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (6” Thick A.C. over 12” Thick Class II Base)	SECTION 5
3	Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (7” Thick A.C. over 10” Thick Class II Base)	SECTION 5
4	<i>Optional</i> Saw-Cut, Remove, and Replace Damaged Sections of Existing 6” Thick Concrete	SECTION 6
5	<i>Optional</i> Construct Reinforced Shotcrete Structures	SECTION 6
6	<i>Optional</i> Construct Asphalt Concrete Drainage Structures	SECTION 5
7	<i>Optional</i> Excavation, Hauling, and Stockpiling Daily Cover Material	SECTION 3
8	<i>Optional</i> Furnish and Install Crushed Miscellaneous Base (CMB)	SECTION 7

9	<i>Optional</i> Furnish and Install 2”-4” Rock	SECTION 7
10	<i>Optional</i> Furnish and Install 3”-6” Rock	SECTION 7
11	<i>Optional</i> Apply Greenwaste Material	SECTION 8
12	<i>Optional</i> Construct 2-Foot Tall Earthen Berm with Compacted Engineered Fill	SECTION 3
13	<i>Optional</i> Construct 3-Foot Tall Earthen Berm with Compacted Engineered Fill	SECTION 3
14	<i>Optional</i> Remove, Salvage, and Replace Gabion Baskets	SECTION 9
15	<i>Optional</i> Relocate and Install K-Rail Barriers	SECTION 4
16	<i>Optional</i> Apply Thermoplastic Striping at Lamb Canyon Landfill	SECTION 10
17	<i>Optional</i> Furnish and Install 24-Inch Corrugated HDPE Pipe and Accessories	SECTION 11
18	Excavate and Haul Sediment from Badlands SW Sedimentation Basin	SECTION 3
19	Furnish and Install Class II Base	SECTION 7
20	Apply Thermoplastic Striping at Badlands Landfill	SECTION 10
21	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 5-3)
  - C. Contractor project specific Public/Site Safety Plan (Special Provisions Section 1.7)
- Also, 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 (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, 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: active commercial face, Waste Recycle Park, construction areas, and designated borrow areas. 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 5-5.2. "Shoring Plan" 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 ½ 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 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. Administrative Provisions
- D. General Provisions
- E. Project Drawings (specific details supersede general plan)
- F. Standard Drawings
- G. Standard Specifications
- H. 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 1-2 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 <sup>st</sup>	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
February 12 <sup>th</sup>	Lincoln's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
June 19 <sup>th</sup>	Juneteenth
July 4 <sup>th</sup>	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11 <sup>th</sup>	Veteran's Day

Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Friday following Thanksgiving Day
December 25 <sup>th</sup>	Christmas Day

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 18-months starting from the date of issuance of the Notice to Proceed.

For all bid items and authorized T&M work, 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 bid items or authorized T&M work shall be included in the one-week written notice and agreed upon by the County and Contractor prior to start of work. The County may schedule bid items to be constructed at both 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.

If the Contractor's surveyors disagree with any part of the County provided survey, Contractor shall notify the County in writing disputing the survey within five (5) business

days of receiving a Work Order. If the County does not receive a letter of dispute, the Contractor accepts the survey as provided.

#### **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 7-4.5.3.E, 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 Bidder and/or subcontractor shall have successfully completed an earthwork construction project(s) with a minimum quantity of 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 Bidder 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 Bidder 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 years, the Bidder and/or subcontractor 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 thereof including placement, compaction and grading.

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 County 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 1.7 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 County 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 I(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 County 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**

The labor surcharge percentage to be applied to the regular and overtime hourly wages paid 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 1<sup>st</sup> Street in the City of Beaumont, approximately three (3) miles north of the entrance to the landfill site, as shown on the Project Drawings. The Contractor shall provide all labor and equipment to collect, load, transport, apply, and dispose water as necessary for dust control, excavation, grading, and other project purposes. Contractor's use of water and/or tower shall not impact landfill operations. Water shall be clean and free from objectionable deleterious amounts of acids, alkalis, salts, or organic materials.

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

### **1.26 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: constructing earthen diversion berms; excavation, hauling and stockpiling of daily cover material from the designated landfill borrow areas; and removing sediment from the SW Sedimentation Basin at the Badlands Landfill. This work shall include, but is not limited to: clearing, grubbing, excavation, hauling, stockpiling, subgrade preparation, compaction, moisture conditioning, and placement of earthen material to the lines and grades at the locations shown on the Work Order, Project Drawings as required by the Contract Documents and 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. The Subcanyon Stockpile is the designated area for the Badlands Landfill and the South Soil Stockpile is the designated area for the Lamb Canyon Landfill, 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 the Subcanyon Stockpile area at Badlands Landfill and South Soil Stockpile at Lamb Canyon landfill, 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.

#### **3.2.3 EARTHEN DIVERSION BERMS**

Source material to be utilized for the construction of earthen diversion berms shall be excavated and hauled from South Soil Stockpile at Lamb Canyon landfill, as shown in the project drawings. Excavated material deemed unsuitable for use for earthen diversion berms 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 7-4 of the General Provisions entitled "Payment for 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 and as directed by the County.
- B. The Earthen Berm shall be constructed with engineered fill material in accordance with Section 3.3.2. Material shall be compacted to a minimum of 90% relative compaction, based on the laboratory maximum dry density, determined by ASTM D1557.
- C. All general on-site soil material used for earthen diversion berm 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 for earthen diversion berms prior to and during compaction shall be uniform throughout each layer of the material.
- D. Surfaces of all slopes faces of earthen diversion berms 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.

#### **3.3.5 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.

#### **3.3.6 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 and 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 processed 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 7-4 of the General Provisions entitled "Payment for 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.)

### **3.3.7 EXCAVATE LOOSE SOIL FROM SEDIMENTATION BASINS**

- A. This work shall include the excavation of soil and greenwaste to the design

elevations, lines and grades of the existing Sedimentation Basins as provided in the Project Drawings and as directed by the onsite County representative.

- B. Soil excavated from the sedimentation basins shall be hauled:
  - i. to a stockpile area adjacent to the active pad for County's use as daily cover or
  - ii. to borrow areas to be stockpiled for future use or
  - iii. as directed by the County.
- C. Final grade shall be finished as specified in Section 3.3.3.
- D. Contractor shall protect in place the features labeled "Protect in Place" within the Project Drawings in Appendix D. This includes but is not limited to all concrete structures and the skimmer system. The Contractor may remove and then replace the rock berms in order to more readily access the features' surrounding areas.
- E. Contractor shall protect in place the sugar bushes and irrigation system located along the sideslopes of the Southwest Sedimentation Basin at the Badlands Landfill. Damage to the sugar bushes and irrigation system by the Contractor shall be replaced or repaired by and at the cost of the Contractor.

### **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 March 2024. 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 March 2024. 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  $\pm 0.10$  feet on all benches, access roads, and subgrades within the project limits at each site;  $\pm 0.10$  feet for additional cover over exposed refuse and  $\pm 0.25$  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. 7 “Excavation, Hauling, and Stockpiling 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. 7** 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 for excavating, hauling, and stockpiling material for daily cover, and any other requirements stated in the Contract Documents for daily cover.
- F. **The measurements of the final quantity for Optional Bid Item No. 12 “Construct 2-Foot Tall Earthen Berm with Compacted Engineered Fill”** shall be determined by the County based on field measurements of the axial length (linear feet) of the 2-foot tall 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. 12** and shall constitute full compensation to the Contractor for all work related to the construction of 2-foot tall earthen berms in the project including but not limited to: furnishing all labor, supervision, materials, tools, and equipment for excavating, hauling, loading, moisture conditioning, compacting, grading, and shaping for engineered fill, surveying, construction of temporary haul roads, and any other requirements stated in the Contract Documents for the construction of 2-foot tall earthen berms.

- G. **The measurements of the final quantity for Optional Bid Item No. 13 “Construct 3-Foot Tall Earthen Berm with Compacted Engineered Fill”** shall be determined by the County based on field measurements of the axial length (linear feet) of the 3-foot tall 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. 13** and shall constitute full compensation to the Contractor for all work related to the construction of 3-foot tall earthen berms in the project including but not limited to: furnishing all labor, supervision, materials, tools, and equipment for excavating, hauling, loading, moisture conditioning, compacting, grading, and shaping for engineered fill, surveying, construction of temporary haul roads, and any other requirements stated in the Contract Documents for the construction of 3-foot tall earthen berms.
- H. **The measurement of the final quantity for Bid Item No. 18 “Excavate and Haul Sediment from Badlands’ SW Sedimentation Basin”** shall be based only on the total excavation quantity as determined by comparing the pre- and post-construction ground surfaces within the sedimentation basin limits. 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 of material, transportation of material to a stockpile location adjacent to the active pad, to the borrow area or to an area within the landfill as directed by the County and Placement as uncontrolled fill shall be made based on the unit price per cubic yard for excavation, as stated in the Contractor's Proposal, **Bid Item No. 18** and shall constitute full compensation to the Contractor for all work related to excavation, transportation and placement of uncontrolled fill including, but not limited to: furnishing all labor, supervision, materials, tools, and equipment; excavating, hauling, loading, placement of uncontrolled fill and any other requirements by the Contract Documents for the Bid Item as directed by the County.
- 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 - K-RAIL RELOCATION**

### **4.1 GENERAL**

The work covered in this section shall consist of furnishing all labor, materials, equipment, tools, and supervision necessary to relocate and install K-Rail barriers as specified and at the locations shown on the Project Drawings. This work shall include but is not limited to retrieving the K-Rail barriers from the designated stockpile location and installing them along landfill bench crossings as shown on the Project Drawings or as directed by the County.

### **4.2 MATERIALS**

All K-Rail barriers to be utilized for this work shall be provided by the County and shall be relocated by the Contractor. The Contractor shall relocate the K-Rail barriers from the existing K-Rail stockpile location, as shown on the Project Drawings.

### **4.3 EXECUTION**

- A. K-Rail barriers shall be transported from the stockpile location to various landfill bench crossings after the subgrade for this bench has been prepared by the Contractor and accepted by the County. The K-Rail stockpile and bench crossings are shown on the Project Drawings.
- B. The Contractor shall prepare the subgrade for the K-Rails barriers and set them on firm, stable surface as required by these Contract Document, in order to provide a uniform bearing throughout the entire length of the railing.
- C. Abutting ends of K-Rail barriers shall be pinned and maintained in alignment without substantial offset to each other. The K-Rail barriers shall be positioned straight on tangent and on a true arc on curved alignment.
- D. The completed K-Rail barrier units shall present a smooth, uniform appearance in their final position, conforming closely to the horizontal and vertical lines shown on the Project Drawings and as directed by the County.

#### 4.4 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Optional Bid Item No. 15 “Relocate and Install K-Rail Barriers”** shall be determined by the County based on the specific number of individual k-rail barriers relocated and installed at the locations and in conformance with the details shown on the Project Drawings and as required by the Contract Documents. **Payment** for the relocation and installation of k-rails and related work shall be at the contract unit price for each individual k-rail relocated and installed as stated in the Contractor’s Proposal, **Optional Bid Item No. 15** and shall constitute full compensation to the Contractor for all work related to the relocation and installation of k-rail barriers at the locations shown on the Project Drawings including but not limited to: furnishing all labor, supervision, materials, tools, and equipment necessary to prepare subgrade, pickup, transport, reposition, and install the k-rail barriers in accordance with the Contract Documents.

**END OF SECTION**

## SECTION 5 - ASPHALT CONCRETE

### 5.1 GENERAL

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools, coordination, and supervision to complete all operations associated with rehabilitating existing Asphalt Concrete (AC) roadways and the construction of new Asphalt Roadways and Asphalt Concrete Structures which may include, but are not limited to: drainage channels, drainage inlets, swales, bench crossings, cross gutters, lined earthen berms, asphalt curbs, flat pads, and access roads. The work shall include but not limited to: subgrade preparation including subgrade over-excavation and grading for drainage or roadway structures, saw-cutting existing damaged asphalt sections, hauling of any necessary material, and stockpiling of over-excavated material, installation of aggregate subbase section, and installation of AC 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.

### 5.2 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.
- iv. 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.
  - v. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - vi. Resubmittal Review: Allow seven (7) calendar days for review of each resubmittal.
  - vii. 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.

**5.3 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.

**5.4 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 at the Lamb Canyon Landfill 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. Asphalt pavement materials for roads at the Badlands Landfill shall be B3-PG 64-10 and shall conform to Part 2, Section 203-6 of the current edition of the Standard Specifications for Public Works Construction (the “Greenbook”).
- E. 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”).
- F. 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”).
- G. 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

## 5.5 EXECUTION

### A. Subgrade Preparation:

- i. Contractor shall prepare subgrade for drainage and roadway structures 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, shaping subgrade for drainage and roadway structures, and transporting and stockpiling any excess material. No additional compensation will be provided for subgrade preparation for any 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 (including drainage and roadway 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:
  - a. Conduct a pre-job paving meeting (to be scheduled by Contractor in writing via email) 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 7 - 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 (asphalt pavement, concrete, base sections, or existing earthen material) 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. Removal of Damaged Asphalt Concrete Roadway and Miscellaneous Sections:

- i. Prior to commencing asphalt paving rehabilitation, County field personnel and the Contractor shall identify and mark the sections of asphalt roadway that will need to be completely removed and replaced. Asphalt removal quantities and limits shown on the Project Drawings are approximate and shall be verified in the field.
- ii. The Contractor shall evenly saw cut or grind the full depth of existing asphalt concrete section (approximately 6-inches thick for roadways at Lamb Canyon and 7-inches thick for roadways at Badlands) at the specific locations marked by the County.



- iii. The Contractor shall also remove the underlying class II base section at the Lamb Canyon Landfill (approximately 12-inches thick for roadways at Lamb Canyon) and leave the underlying class II base section in place at the Badlands Landfill.
- iv. The Contractor shall transport all generated asphalt concrete and base materials to the designated salvage material stockpile located within the site as directed by the County.
- v. The Contractor shall not damage any adjacent concrete or asphalt areas which will remain in place and shall be neat and uniform.

#### F. 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.

#### G. 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. Contractor shall notify County site personnel at least one day prior to delivery of asphalt concrete material 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 asphalt concrete structures.
- v. Feather all transitions and edges to conform to the existing surface and provide a smooth transition.

- vi. Furnish and 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.
- vii. Furnish and 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.

H. 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.

I. 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.

J. 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. If necessary, 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.

## 5.6 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Bid Item No. 1 “Construct Asphalt Concrete Roadway (6” Thick A.C. Over 12” Thick 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, **Bid Item No. 1** and shall include all subgrade surface preparation (including over excavation, compacting, shaping subgrade for roadway structures, hauling new and excess material, and stockpiling of existing subgrade material), furnishing and installing redwood headers, supply and installation of the class II base and asphalt concrete material, and furnishing and placing asphaltic emulsion (fog seal) on all finished asphalt concrete surfaces as specified and required by the Contract Documents.
  
- B. **The measurement of the final quantity for Optional Bid Item No. 2 “Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (6” Thick A.C. over 12” Thick Class II Base)”** shall be based on the final in-place Asphalt Concrete Roadway which is removed and replaced within the limits specified in the Project Drawings, Contract Work Orders, and as directed by the County. The surface area of the final asphalt concrete roadway shall be verified by the County through field measurements of these roadways. **Payment** for saw cutting, removing, and replacing asphalt structures shall be at the contract unit price per square foot, as stated in the Contractor’s Proposal, **Optional Bid Item No. 2** and shall include saw cutting and removal of existing asphalt, removal of existing Class II Base section, subgrade surface preparation (including over excavation, compacting, shaping subgrade for roadway structures, hauling new and excess material, and stockpiling of existing subgrade material), saw cutting and removal of existing damage asphalt structures, removal of base material, furnishing and installing redwood headers, supply and installation of class II base and asphalt concrete material, and furnishing and placing asphaltic emulsion (fog seal) on all finished asphalt concrete surfaces as specified and required by the Contract Documents.
  
- C. **The measurement of the final quantity for Bid Item No. 3 “Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (7” Thick A.C. Over 10” Thick Class II Base)”** shall be based on the final in-place Asphalt Concrete Roadway which is removed and replaced within the limits

specified in the Project Drawings, Contract Work Orders, and as directed by the County. The surface area of the final asphalt concrete roadway shall be verified by the County through field measurements of these roadways. **Payment** for saw cutting, removing, and replacing asphalt structures shall be at the contract unit price per square foot, as stated in the Contractor's Proposal, **Bid Item No. 3** and shall include saw cutting and removal of existing asphalt, subgrade surface preparation (including compacting, shaping subgrade for roadway structures, and hauling new and excess material), saw cutting and removal of existing damage asphalt structures, furnishing and installing redwood headers and asphalt concrete material, and furnishing and placing asphaltic emulsion (fog seal) on all finished asphalt concrete surfaces as specified and required by the Contract Documents.

- D. **The measurement of the final quantity for Optional Bid Item No. 6 "Construct Asphalt Concrete Drainage 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. 6** and shall include all subgrade surface preparation (including over excavation, compacting, shaping subgrade for drainage structures, hauling new and excess material, and stockpiling of existing subgrade material), furnishing and installing redwood headers, supply and installation of the asphalt concrete material, and furnishing and placing asphaltic emulsion (fog seal) on all finished asphalt concrete surfaces as specified and required by the Contract Documents. Each and every Asphalt Concrete load ticket shall be delivered to the County by truck drivers at the point of delivery.
- E. Payment quantities for all Asphalt Concrete Structures (including drainage and roadway structures) and Removal and Replacement of Asphalt Concrete roadways 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 (including drainage and roadway 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, compacting, shaping subgrade for drainage and roadway structures, hauling new and excess material, and stockpiling of existing subgrade material), saw cutting and removal of existing damage asphalt structures, removal of base material, furnishing and installing redwood headers, supply and installation of aggregate base material, removing existing hardscape material where applicable, and furnishing and placing asphaltic emulsion (fog seal) on all finished asphalt concrete surfaces 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 6 - REINFORCED CONCRETE AND SHOTCRETE DRAINAGE STRUCTURES**

### **6.1 GENERAL**

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools, coordination, and supervision to complete all operations associated with rehabilitating existing concrete pads and the construction of new reinforced concrete and shotcrete structures which may include, but is not limited to: bench crossings, downdrains, drainage swales, drainage inlets, 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, saw-cutting existing damaged concrete sections, hauling of any necessary material, 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, rebar reinforcement, and/or steel dowels; 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, and as directed by the County.

### **6.2 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

### **6.3 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.



## 6.4 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. Steel dowel shall adhere to Section 201-2.2.1 of the Standard Specifications.
- K. 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.
- L. Type II white-pigmented curing compound for concrete/shotcrete structures shall conform to sub-section 201-4.1.1 of the Standard Specifications.
- M. 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.

## **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, shaping subgrade for concrete/shotcrete structures, and transporting and stockpiling any excess material. No additional compensation will be provided for subgrade preparation for any 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:
  - a. Conduct a pre-job paving meeting (to be scheduled by Contractor in writing via email) 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 (asphalt pavement, concrete, base sections, or existing earthen material) 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. Removal of Damaged Reinforced Concrete Miscellaneous Sections:

- i. Prior to commencing reinforced concrete rehabilitation, County field personnel and the Contractor shall identify and mark the sections of reinforced concrete sections that will need to be completely removed and replaced. Reinforced concrete removal quantities and limits shown on the Project Drawings are approximate and shall be verified in the field.
- ii. The Contractor shall evenly saw cut the full depth of existing reinforced concrete sections (approximately 6-inches thick concrete with No.4 steel reinforcement rebar) at the specific locations marked by the County.
- iii. The Contractor shall transport all generated concrete material to the designated salvage material stockpile located within the site as directed by the County.
- iv. The Contractor shall not damage any adjacent concrete or asphalt areas which will remain in place and shall be neat and uniform.

E. 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 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 3 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/shotcrete 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.

## 6.6 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Optional Bid Item No. 4 "Saw-cut, Remove, and Replace Damaged Sections of Existing 6" Thick Concrete"** shall be based on the final in-place Reinforced Concrete Structures which are removed and replaced within the limits specified in the Project Drawings, Contract Work Orders, and as directed by the County. The surface area of the final reinforced concrete structures shall be verified by the County through field measurements of these reinforced concrete structures. **Payment** for saw cutting, removing, and replacing Reinforced Concrete Structures shall be at the contract unit price per square foot as stated in the Contractor's Proposal, **Optional Bid Item No. 4** and shall include saw cutting and removal of existing reinforced concrete, removal of reinforced steel rebars, all subgrade surface preparation (including over excavation,

compacting, shaping subgrade for drainage and miscellaneous structures, hauling new and excess material, and stockpiling of material) and furnishing and installing #4 rebar grade 60 placed 18” on center in both directions per and providing steel dowel where applicable per Project Drawings. Each and every 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. 5 “Construct Reinforced Shotcrete Structures”** shall be based on the final in-place cubic yards for Reinforced Shotcrete 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. 5** and shall include all subgrade surface preparation (including over excavation, compacting, shaping subgrade for drainage structures, hauling new and excess material, and stockpiling of material) and furnishing and installing welded wire mesh per Project Drawings. Each and every Shotcrete load ticket shall be delivered to the County by truck drivers at the point of delivery.
- C. Payment quantities for all Reinforced Shotcrete Structures, Reinforced Concrete Structures, and Removal and Replacement of 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 shotcrete structures and 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 Shotcrete Structures and Reinforced Concrete Structures. Payment also includes subgrade preparation (including over excavation, compacting, shaping subgrade for drainage and miscellaneous structures, hauling new and excess material, and stockpiling of existing subgrade material), saw cutting and removal of existing damage reinforced concrete sections, formwork, furnishing and installing reinforcing steel (#4 rebar grade 60 placed 18” on center in both directions), welded wire mesh, steel dowels, shotcrete or 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 shotcrete or concrete placed outside the specified limits and dimensions unless otherwise ordered in writing by the County.

## END OF SECTION

## **SECTION 7 - AGGREGATE BASE**

### **7.1 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, and as directed by the County.

### **7.2 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.

### **7.3 STOCKPILE MATERIALS**

- A. Stockpile aggregate 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 aggregate materials with dividers or stockpile separately to prevent intermixing. Segregate stockpiles for asphalt, concrete, rock, and soil generated during construction.
  - ii. 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.

#### 7.4 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.

#### 7.5 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 ¾" 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.

## **7.6 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, and 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 at the Contractor's cost.
  - 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.

7.7 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Optional Bid Item No. 8 "Furnish and Install Crushed Miscellaneous Base (CMB)"** 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. 8** and shall include all subgrade surface preparation (including over excavation, compacting, moisture conditioning, hauling new and excess material, 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. 9 "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. 9** and shall include all subgrade surface preparation (including over excavation, compacting, moisture conditioning, hauling new and excess material, 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. 10 “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. 10** and shall include all subgrade surface preparation (including over excavation, compacting, moisture conditioning, hauling new and excess material, 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. **The measurement of the final quantity for Bid Item No. 19 “Furnish and Install Class II Base”** shall be based on the final in-place tonnage of class II base material within the limits specified in the Project Drawings and as directed by the County. The tonnage of the final class II base material shall be verified by the County based on actual class II base truck delivery tickets received during placement. **Payment** for the class II base material shall be at the contract unit price per ton, as stated in the Contractor’s Proposal, **Bid Item No. 19** and shall include all subgrade surface preparation (including over excavation, compacting, moisture conditioning, hauling new and excess material, and stockpiling of material) and the supply, transportation, compaction, installation, and final grading of the class II base material. Each and every class II base material load ticket shall be delivered to the County by truck drivers at the point of delivery.
- E. 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, compacting, moisture conditioning, hauling new and excess material, 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 8 - GREENWASTE MATERIAL**

### **8.1 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 and as directed by the County.

### **8.2 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 County.

Processed greenwaste shall be supplied by the County.

### **8.3 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 the 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 County may halt and suspend the work of the greenwaste provider at any time without notice in order to complete County 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.

#### **8.4 MEASUREMENT AND PAYMENT**

**The measurement of the final quantity for Optional Bid Item No. 11 “Apply Greenwaste Material”.** Payment for Processed Greenwaste shall be at the contract unit price per square foot as stated in **Optional Bid Item No. 11** 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 9 - GABION BASKETS**

### **9.1 GENERAL**

The work covered in this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the removal, salvaging, replacement, and installation of gabion baskets at locations indicated on the Project Drawings, Contract Work Order, or as directed by the County.

### **9.2 SUBMITTALS**

Prior to delivery of materials, the Contractor shall submit product data sheet, engineered drawings, material specifications and manufacturer's application instructions for all materials to the County for approval. Contractor shall submit certified results of sieve analysis for the proposed rock material.

### **9.3 MATERIALS**

- A. Gabion baskets shall be a minimum of 11 gauge (0.118 in.) galvanized steel wire, fabricated into hexagonal triple-twist mesh openings no larger than 3" x 3". Baskets shall be 3' high x 3' wide x 6' in length. Selvedge/spiral binder wire running through all edges shall be a minimum of 9 gauge (0.148 in.) galvanized steel wire.
- B. Lacing, tie, and connecting wire shall be a minimum 13 ½ gauge (0.087 in.) galvanized steel wire.
- C. All gabion basket wire shall conform to ASTM A510, grade number 1006 through 1020. Wire shall have a minimum tensile strength of 60,000 psi and a class 3 coating conforming to ASTM A641. Galvanized coating shall be applied by the hot-dip process in accordance with ASTM A385 and A386.
- D. Gabion baskets shall be manufactured with all components mechanically connected at the production facility.
- E. Rock material to fill gabion baskets shall be crushed aggregate base consisting entirely of crushed rock greater than 3 inches in size but smaller than 6 inches.

### **9.4 EXECUTION**

- A. Existing gabion baskets (including existing rock inside gabion baskets) and existing rock retaining wall shall be removed, salvaged, and stockpiled. Contractor shall transport all generated rock material to the designated salvage material stockpile located within the site as directed by the County. The Contractor shall not damage any adjacent concrete strip footings or k-rail barriers which will remain in place and shall be cleaned and left in a neat and uniform condition to received new gabion baskets.
- B. Gabion baskets shall be placed on existing concrete strip footings as shown on the Project Drawings. Gabions shall be securely tied to each adjoining basket with lacing wire along the vertical reinforced edges and the top selvedges/spiral binder.

Gabion baskets shall be installed in accordance with the California Department of Transportation (Caltrans) Standard Drawings D100A and D100B.

- C. The gabion baskets shall be carefully filled with 3” to 6” rock, by either hand or machine placement to ensure alignment, avoid bulges, and provide a compact mass with a minimum of voids. Machine placement may have to be supplemented with hand work to ensure a neat, compact, and square appearance. Cells in rows shall be filled in stages such that the depth of rock placed in any cell does not exceed the depth in an adjoining cell by more than one (1) foot. The Contractor shall place rocks sized 5 to 6 inches in diameter around the perimeter inside the gabion baskets, whereas rocks sized 3 to 4 inches shall be placed in the core of the gabion baskets. If 3 to 4 in. rocks are showing on the visible faces of the gabion baskets, the Contractor shall rod them into the core of the gabion baskets.

## 9.5 MEASUREMENT AND PAYMENT

- A. **The measurement of the final quantity for Optional Bid Item No. 14 “Remove, Salvage, and Replace Gabion Baskets”** shall be determined by the County based upon the specified number of gabion basket units removed and replaced at the locations and in conformance with the details shown on the Project Drawings and as required by the Contract Documents. **Payment** for all removed and replaced gabion baskets and related work shall be at the contract unit price for each individual 3’x3’x6’ basket removed and replaced as stated in the Contractor’s Proposal, **Optional Bid Item No. 14** and no additional compensation will be allowed. Payments shall constitute full compensation to the Contractor for all work related to the removal and replacement of gabion baskets and removal of adjacent rock retaining wall in the project including but not limited to: furnishing all labor, materials, tools, equipment, and incidentals for doing all work related to removing, salvaging, and replacement of gabion baskets, removal of rock retaining wall material, cleaning of concrete strip footings, galvanized wire baskets, lacing wire, rock, fasteners, hardware, connections and incidentals as specified in the Contract Documents and indicated in the Project Drawings.
- B. The material for the replacement of the rock retaining wall shall be installed in accordance with Section 7 - Aggregate Base and paid under Optional Bid Item No. 10 “Furnish and Install 3”-6” Rock. Removal of all rock material inside existing gabion baskets and rock retaining wall shall be included and paid under Bid Item No. 14 “Remove, Salvage, and Replace Gabion Baskets”. New rock material to be placed inside the gabion baskets shall be included and paid under Bid Item No. 14 “Remove, Salvage, and Replace Gabion Baskets”.

**END OF SECTION**



## **SECTION 10 - THERMOPLASTIC STRIPING**

### **10.1 GENERAL**

The work covered by this Section shall consist of furnishing all necessary labor, materials, equipment, tools, coordination and supervision for the construction and installation of thermoplastic roadway striping. The work shall include surface preparation and installation of the roadway striping at the locations shown on the Project Drawings and as directed by the County.

### **10.2 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 the same manner as initial submittal.
  - iii. Resubmittal Review: Allow seven (7) calendar days for review of each resubmittal.
  
- B. Product technical data including:
  - i. Acknowledgement that products submitted meet requirements of standards referenced.
  - ii. Manufacturer's instructions.
  - iii. Product data sheets.
  
- C. Quality Assurance Submittals:
  - i. Manufacturer's Certificate of Compliance for thermoplastic materials.

### **10.3 MATERIALS**

- A. Thermoplastic traffic stripes and pavement marking materials shall conform to the State of California Department of Transportation Specification for Thermoplastic Traffic Striping Material, Alkyd Resin Binder (PTH-02ALKYD), Hydrocarbon Resin Binder (PTH-02HYDRO), or Sprayable Thermoplastic Traffic Striping Material (PTH-02SPRAY).
  
- B. Thermoplastic traffic stripes and pavement markers shall conform to Section 84, "Markings" of the latest edition of the State of California Department of Transportation Standard Specifications, Part 3 "Markings" of the CA MUTCD, and these Contract Documents.

- C. Thermoplastic traffic stripes and pavement markers, where applicable, shall conform to the most current approved, pre-qualified and tested signing and delineation materials and products list maintained by the State of California Department of Transportation.
- D. Glass beads material shall conform to the State of California Department of Transportation Specification for Glass Spheres (8010-004, Type II), and be applied in accordance with Section 84 “Markings” of the latest edition of the State of California Department of Transportation Standard Specifications.
- E. Standard set type epoxy adhesive shall conform to the provisions in Section 95-1.02E “Epoxy Adhesive for Pavement Markers” of the latest edition of the State of California Department of Transportation Standard Specifications.
- F. Rapid set type epoxy adhesive shall conform to the provisions in Section 95-1.02E “Epoxy Adhesive for Pavement Markers” of the latest edition of the State of California Department of Transportation Standard Specifications.
- G. Hot melt bituminous adhesive shall conform to Section 81-3 “Pavement Markers” of the latest edition of the State of California Department of Transportation Standard Specifications.

#### **10.4 EXECUTION**

##### **A. Preparation:**

- i. The Contractor shall not begin installation until pavement has been properly prepared and approved by the County and/or the Testing/Inspector Provider. Contractor shall schedule striping within 24 hours of completion of the new asphalt roadway.
- ii. Striping shall conform to Section 84 - " Traffic Stripes and Pavement Markings” of the Caltrans Standard, Part 3 “Markings” of the Cal MUTCD, and these Contract Documents.
- iii. Where applicable, existing traffic stripes and pavement markings shall be removed by grinding, sand-blasting, or other alternative methods approved by the County in writing and shall result in the least possible damage to the pavement.
  - 1. Pavement markings shall be removed in a rectangular area in such a manner that the old marking cannot be seen or identified. The minimum dimensions of the rectangular area shall be the height and width of the pavement marking.
  - 2. If the removal of striping causes a depression of 1/8-inch or greater in the pavement surface, the Contractor shall fill and seal coat the damaged area per Section 37 “Bituminous Seals” and Section 39 “Asphalt Concrete” of the latest edition of the State of California Department of Transportation Standard Specifications.

3. Residue resulting from removal operations shall be removed immediately from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities. A vacuum attachment operating concurrently with the grinding or sand-blasting operation. Any alternative methods proposed by the Contractor shall be approved by the County in writing before proceeding with the work.
- iv. Contractor is advised that the public access road for the landfill receives substantial dirt tracking over all entrance and exit lanes. Cleaning methods such as sweeping, blowing with compressed air, and rinsing with water have proven in the past to be insufficient and therefore will not be allowed as the only means of surface preparation in this project. The pavement shall be cleaned by grinding, scarifying, sand-blasting, or a combination of these or other methods as deemed necessary to obtain an acceptably clean surface by County staff. Thoroughly cleaned surfaces to be marked, must be approved by the County in writing before application of the new thermoplastic striping.
- v. New striping and pavement markers shall be applied to a clean surface and prior to opening the roadway to traffic. Any areas exposed to traffic after surface preparation shall be subject to inspection by the County and may require additional cleaning prior to application of striping and/or pavement markers.
- vi. In areas, where the new striping will NOT be installed at the same locations and alignments of the existing striping, the existing surface which is to receive the new thermoplastic material shall be thoroughly cleaned to remove, dust, dirt, and other granular surface deposits.

**B. Installation:**

- i. All work necessary to establish alignment and layout for stripes and pavement markers shall be performed by the Contractor with any device or method that will not damage the pavement or conflict with other control devices.
- ii. The contractor shall not apply coatings during rain, when humidity is above 50 percent, or when the temperature is less than 50°F, unless otherwise allowed by manufacturer's instructions and approved by the County.
- iii. A primer/sealer shall be applied to all asphaltic surfaces. The primer/sealer shall be applied immediately in advance of, and

concurrent with, the application of the thermoplastic material or in accordance with the manufacturer's recommendations. The primer/sealer shall be applied at the application rate recommended by the manufacturer and shall not be thinned.

- iv. The Contractor shall take precautionary measures to prevent spills or fire hazards. Drips, overspray, improper markings, and paint/thermoplastic material tracked in by traffic shall be immediately removed from the pavement surface by methods approved by the County at the Contractor's expense.
- v. Thermoplastic markings:
  1. Shall be pre-heated using pre-heaters with mixers having 360-degree rotation.
  2. Shall be applied to pavement at a temperature between 400° F and 425° F, unless otherwise recommended by the manufacturer's instructions and approved by the County.
  3. Shall be applied by either spray or extrusion methods in a single uniform layer that completely coats pavement and all voids.
  4. Stencils shall be used where applicable. Traffic stripes, raised pavement markers, and pavement markings shall conform to the dimensions and details shown on the corresponding CA MUTCD detail.
  5. Traffic stripes shall be applied with a minimum thickness of 0.060-in. Pavement legends and markings shall be applied with a minimum thickness of 0.100-in. to 0.150-in.
  6. Completed stripes shall have clean and well-defined edges without running or deformation, shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignments. The widths of the completed stripes shall not deviate more than ¼-inch on tangent or more than ½-inch on curves as determined by the County representative in the field. Broken stripes shall also conform to the following requirements:
    - a. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 1-inch from their standard lengths.
    - b. The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional stripes upon the traffic stripe being applied.

- vi. Glass Beads:
  1. Shall be immediately applied to surface of molten thermoplastic material at a rate of not less than eight (8) pounds per one hundred (100) square feet.
  2. Application amount shall be measured by stabbing the glass bead tank with a calibrated rod.
- C. Drying, Protection, and Replacement:
  - i. Protect newly painted markings so that paint is not picked up by tires, smeared, or tracked.
  - ii. Provide barricades, warning signs, and flags as necessary to prevent traffic from crossing newly painted markings.
  - iii. Allow paint to dry at least the minimum time specified by the applicable paint standard and not less than that recommended by the manufacturer's instructions.
  - iv. Remove and replace markings that are applied at less than minimum material rates, deviate from true alignment, exceed length and/or width tolerances, or show light spots, smears, or other deficiencies or irregularities at the Contractor's expense.

## 10.5 MEASUREMENT AND PAYMENT

- A. **The measurements of the final quantity for Optional Bid Item No. 16 "Apply Thermoplastic Striping at Lamb Canyon Landfill"** shall be based upon the specified limits and dimensions on the Project Drawings or Work Order. No payment will be made for any roadway striping outside of the specified limits and dimensions unless otherwise ordered in writing by the County. Payment shall be at the contract lump sum unit price as stated in Optional Bid Item No. 16. This payment shall constitute full compensation to the Contractor for all work related to removing and replacing existing thermoplastic striping including but not limited to: furnishing all labor, materials, tools, equipment, earthwork, surface preparation, and incidentals, and for doing all the work involved in removing and replacing existing thermoplastic striping, complete in place, as required by these Contract Documents.
- B. **The measurements of the final quantity for Bid Item No. 20 "Apply Thermoplastic Striping at Badlands Landfill"** shall be based upon the specified limits and dimensions on the Project Drawings or Work Order. No payment will be made for any roadway striping outside of the specified limits and dimensions unless otherwise ordered in writing by the County. **Payment** shall be at the contract linear foot unit price as stated in **Bid Item No. 20**. This payment shall constitute full compensation to the Contractor for all work related to applying thermoplastic striping to the repaired asphalt road section, including but not limited to: furnishing all labor, materials, tools, equipment, earthwork, surface preparation, and incidentals, and for doing all the work involved in apply thermoplastic striping to

the repaired asphalt road sections, complete in place, as required by these Contract Documents.

**END OF SECTION**

## **SECTION 11 - CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) DRAINAGE PIPE AND APPURTENANCES**

### **11.1 GENERAL**

The work covered by this section shall consist of furnishing all necessary labor, materials, equipment, tools, and supervision for the installation of HDPE drainage pipes and their appurtenances at locations indicated on the Project Drawings and as directed by the County. The pipe and their appurtenances shall be of the sizes, types, and dimensions shown on the Project Drawings, and contained in this specification. The drainage pipes shall include, but not limited to: subgrade preparation, fittings, couplings, adapters, pipe anchors, HDPE inlets/outlet, HDPE flared sections, testing and all other appurtenances as may be required to complete an operable drainage system.

### **11.2 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 Association of State Highway and Transportation Officials (AASHTO)**

- |                    |  |
|--------------------|--|
| <b><i>M252</i></b> | Standard Specification for Corrugated Polyethylene Drainage Pipe                 |
| <b><i>M294</i></b> | Standard Specification for Corrugated Polyethylene Pipe (12 to 60-inch diameter) |

#### **American Society for Testing Materials (ASTM)**

- |                     |  |
|---------------------|--|
| <b><i>C858</i></b>  | Underground Precast Concrete Utility Structures  |
| <b><i>D2321</i></b> | Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications  |
| <b><i>D2412</i></b> | Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading |
| <b><i>D3212</i></b> | Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals                 |
| <b><i>D3350</i></b> | Standard Specification for Polyethylene Plastic Pipe and Fittings Materials  |
| <b><i>F477</i></b>  | Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe                                      |
| <b><i>F1417</i></b> | Standard Practice for Installation Acceptance of Plastic Non-Pressure Sewer Lines using Low-Pressure Air             |

- F2306** Standard Specification for 12 to 60-inch Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications
- F2487** Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Corrugated High Density Polyethylene Pipelines
- F2648** Standard Specification for 2 to 60-inch Annular Corrugated Profile Wall Polyethylene (PE) Pipe and Fittings for Land Drainage Applications

### **11.3 SAFETY**

The Contractor shall be familiar and comply with all applicable state, county and municipal rules and regulations pertaining to sanitation, fire protection and safety, and all provisions of the Contract Documents. Prior to pipeline installation, the Contractor shall instruct the workmen on the safety procedures pursuant to local, State, and Federal requirements. The Contractor shall ensure that workers have and use safety gear and equipment in accordance with local, State, and Federal requirements. No person shall enter a pipe that has not been checked for hazardous gases and oxygen concentration. Contractor shall comply and enforce all CAL-OSHA confined space requirements.

### **11.4 SUBMITTALS**

The Contractor shall submit the manufacturer's product details, material specifications and descriptive literature for approval by the County.

The Contractor shall submit written certification by the pipe manufacturer that the pipe materials conform to the requirements of the Contract Documents; are similar and of same formulation as that for which certification is submitted; and have been demonstrated by actual usage to be satisfactory for the intended application.

The Contractor shall submit for approval by the County a method of handling and storing pipe material(s) prior to installation.

The Contractor shall furnish a written guarantee that the pipe system work constructed is free of defects in material and workmanship. The guarantee for the pipe system installed pursuant to these Contract Documents shall extend for a period of one (1) year following the recording of the Notice of Acceptance for the entire project. The Contractor shall agree to make any repairs or replacements found to be necessary by defects in material or workmanship, which become evident within this guarantee period. The Contractor shall make repairs and/or replacements promptly upon receipt of written order from the County. If the Contractor fails to make repairs and/or replacements promptly, the County may do so, and the Contractor shall be liable to the County for the cost of such repairs and/or replacements.



## 11.5 MATERIALS

- A. HDPE pipe and inlet/outlet flared sections shall be smooth interior wall with annular exterior corrugations that meet or exceed ASTM F2648 (virgin and recycled compounds) or ASTM F2306 and AASHTO M294 Type S (virgin compound), or the latest version thereof. Material for pipe production shall be either an engineered compound of virgin and recycled HDPE or 100% virgin HDPE conforming to the minimum requirements of cell classification 435400C, as defined in the latest version of ASTM D3350, except that carbon black content shall not exceed 4%. If 100% virgin pipe material is used, the material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306 respectively. Minimum pipe stiffness at five (5) percent deflection shall be as described in ASTM F2306 when tested in accordance with ASTM D2412.
- B. Pipe joints shall consist of integral bell and spigot with watertight gaskets according to the requirements of ASTM D3212 and ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant from the manufacturer shall be used on the gasket and bell during assembly. Pipes shall have a reinforced bell with a polymer composite band and tolerance device installed by manufacturer. Bell shall span over a minimum of three (3) spigot corrugations.
- C. Fittings shall conform to AASHTO M252, AASHTO M294 or ASTM F2306. All fitting joints shall consist of integral bell and spigot with watertight rubber gaskets. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the watertight joint performance requirements of AASHTO M252, AASHTO M294, ASTM F2306, and ASTM D3212. Gaskets shall meet requirements of ASTM F477.

## 11.6 EXECUTION

- A. During storage and installation caution shall be exercised to avoid compression, damage, or deformation to the pipe. If pipe is to be exposed to direct sunlight for more than 14 days, pipe must be covered with an opaque material while permitting adequate air circulation above and around the pipe to prevent excessive heat accumulation.
- B. The interior, as well as all seating surfaces of pipe, fittings, and other accessories shall be kept free from dirt and foreign matter. Gaskets shall be protected from excessive exposure to heat, direct sunlight, oil, and grease. Contractor shall not drag or strike pipe while transporting.
- C. Pipe, fittings, and accessories shall be carefully inspected before and after installation and those determined to be defective shall be rejected. Pipe and fittings shall be free from fins and burrs. Before being placed in position, pipe, fittings, and accessories shall be cleaned and shall be maintained in a clean condition. Proper equipment shall be provided for lowering sections of pipe into trenches.

Under no circumstances shall pipe, fittings, or any other material be dropped or dumped into trenches.

- D. Installation of pipe shall start at the downstream end of each section and proceed upgrade. Bell end of pipe shall be laid upgrade.
- E. Pipe shall be laid to alignment and grade shown on the Project Drawings or as directed by County personnel. Pipe shall be laid and assembled in strict conformance with the manufacturer's requirements. Slope pipe anchors and inlet/outlet flared sections shall be installed in accordance with manufacturer's recommendations.
- F. Joints shall be installed such that the connection of pipe sections will form a continuous line free from irregularities in the flow line. All joints shall be watertight (10.8 psi) per laboratory test ASTM D3212 and utilize bell and spigot design with a gasket meeting ASTM F477. Pipe connections to concrete or asphalt structures shall include a combination of smooth exterior wall cylinder adapter and installation of water-stop at mid-wall of structure, and opening shall be filled with Type IIA cement mortar. Water-stop shall be installed per pipe Manufacturer's recommendations to ensure watertight connection to concrete structures.
- G. Before each length of pipe is placed, the interior of the preceding pipe shall be carefully cleaned of all dirt and debris. At all times when the work of installing pipe is not in progress, all openings into the pipe and the ends of the pipe in the trench shall be tightly closed to prevent entrance of animals and foreign materials.

#### 11.7 MEASUREMENT AND PAYMENT

- A. **The measurements of the final quantity for Optional Bid Item No. 17 "Furnish and Install 24-Inch Corrugated HDPE Pipe and Accessories"** shall be determined by the County based on field measurements of the axial length (linear feet) of the final in-place HDPE drainage pipe constructed at the locations and to the dimensions shown on the Project Drawings and/or Contract Work Order. Payment for the installation of the HDPE drainage pipe shall be at the contact unit price per linear foot as stated in the Contractor's Proposal, **Optional Bid Item No. 17**. This payment shall constitute full compensation to the Contractor for all work related to the installation of the HDPE drainage pipes including but not limited to: furnishing all labor, materials, tools, equipment, subgrade preparation, fittings, couplings, adapters, pipe anchors, HDPE inlets/outlet, HDPE flared sections, testing and all other appurtenances as may be required to complete an operable HDPE pipe drainage system as required by these Contract Documents.

**END OF SECTION**

## SECTION 12 - AUTHORIZED TIME & MATERIALS WORK

### 12.1 GENERAL

**Payment for Bid Item No. 21 - "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 Contractor shall document all labor, materials and equipment used or consumed in the performance of the added work as described in Section 7-4.5.2. of the General Provisions.

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 7-4 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**

<b>Contractor/ Consultant/ Owner:</b> (Circle one of the above)		<b>Phone Number:</b>	
<b>Address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Project Name:</b>			
<b>Nature of Business:</b> <input type="checkbox"/> Construction/Demolition <input type="checkbox"/> Sand & Gravel/Mining Operations <input type="checkbox"/> Cement Manufacturing			
<b>Name of Responsible Person of Organization:</b>			
<b>Title:</b>		<b>Phone Number:</b>	
<b>Environmental Observer:</b>		<b>Phone Number:</b>	
<b>Date Attended Dust Class:</b>		<b>ID Number:</b>	
<b>Project Address:</b> (Attach location map)	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Name of Property Owner:</b> (If different than above)			
<b>Anticipated Start Date:</b>		<b>Anticipated Completion Date:</b>	
<b>Telephone Number:</b>			
<b>Emergency Phone Number:</b>			
<p><b>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.</b></p>			
<b>SIGNATURE OF RESPONSIBLE MEMBER OF ORGANIZATION</b>	<b>TITLE</b>	<b>DATE</b>	

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

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
<b>Earth-moving (except construction cutting and filling areas, and mining operations)</b>	<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>
<b>Earth-moving: Construction fill areas:</b>	<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) \*

<b><u>FUGITIVE DUST SOURCE CATEGORY</u></b>	<b><u>CONTROL ACTIONS</u></b>
<b>Earth-moving: Construction cut areas and mining operations:</b>	(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.
<b>Disturbed surface areas (except completed grading areas)</b>	(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.
<b>Disturbed surface areas: Completed grading areas</b>	(2c) Apply chemical stabilizers within five working days of grading completion; OR  (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
<b>Inactive disturbed surface areas</b>	(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>
<b>Unpaved Roads</b>	(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 (4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR (4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.
<b>Open storage piles</b>	(5a) Apply chemical stabilizers; OR (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 (5c) Install temporary coverings; OR (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.
<b><u>All Categories</u></b>	(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.

\* 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](http://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: BADLANDS SANITARY  
LANDFILL - RULE 1150 LANDFILL  
EXCAVATION PERMIT**

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## FACILITY PERMIT TO OPERATE RIV CO., WASTE MGMT, BADLANDS LANDFILL

### RULE 1150 LANDFILL EXCAVATION MANAGEMENT PLAN

Plan No. 622937  
Plan Issuance Date: November 23, 2022

#### Conditions:

1. This excavation shall be conducted in compliance with all plans and specifications submitted with the applications under which this Rule 1150 Excavation Management Plan is issued unless otherwise noted below.
2. The excavation plan shall expire on September 30, 2027.
3. The South Coast AQMD shall be notified at least two (2) days prior to the excavation commencement and within five (5) days after its completion. The notification shall be made by emailing [Rule1150Notifications@aqmd.gov](mailto:Rule1150Notifications@aqmd.gov). The subject line of the email shall contain "Rule 1150 Notification". The body of the email shall contain the following information:
  - A. Company Name and Company ID
  - B. Plan Number
  - C. Site Address
  - D. Notification Type (2 days prior or 5 days after)
  - E. Estimated Excavation Start Date and Completion Date
  - F. Caller Name and Contact Information
4. This excavation management 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 6:00 p.m. and 6:00 a.m. or on weekends and legal holidays unless otherwise approved in writing by South Coast AQMD.
6. Excavation shall not be conducted on days when South Coast AQMD forecasts, first, second, or third stage episodes for area number 28 or when South Coast AQMD requires companies in area number 28 to implement their first, second, or third stage episode plans. Episode forecasts for the following day can be obtained by calling (800) 288-7664.
7. During excavation, continuous monitoring and recording of the wind speed and directions shall be conducted at an appropriate site or through the meteorological station if present at the site.
8. Excavation shall not be conducted when the wind speed is greater than 15 mph (averaged over 15 minutes) or wind speed instantaneously exceeds 25 mph.
9. 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 without creating a safety hazard condition.



## FACILITY PERMIT TO OPERATE RIV CO., WASTE MGMT, BADLANDS LANDFILL

10. If a distinct odor (level 3 or greater) resulting from the excavation is detected at or beyond the property line, the excavation shall cease and the approved mitigation measures implemented immediately. Excavation shall not resume until the levels return to the background level at the property line.

Odor Scale	Description of Odor Intensity
0	No odor detected
1	Very light odor detected
2	Light odor detected, distinguishable
3	Moderate odor, very distinguishable
4	Strong odor, very distinguishable, irritable
5	Very strong odor, very distinguishable, overpowering and intolerable

Approved mitigation measures:

- A. Excavation shall be limited to one location at a time.
  - B. Limiting excavation workface area.
  - C. Minimizing soil disturbance/transfer.
  - D. Limiting working hours.
  - E. Using long duration foams, plastic sheeting, and 6 inches of clean dirt cover.
  - F. Water and/or odor neutralizing products containing no VOC.
  - G. Cleaning and covering of loaded import and export of haul trucks.
  - H. Good housekeeping.
11. During excavation, if three or more complaints by separate individuals, which have been verified by the South Coast AQMD Inspectors, are received, all work shall cease, and the approved mitigation measure(s) shall be implemented immediately. Alternative mitigation measures which are deemed appropriate by South Coast AQMD personnel to abate a nuisance condition shall be implemented upon request.
12. VOC contaminated soil (as defined by Rule 1166) shall not be spread onsite or offsite if it results in uncontrolled evaporation of VOC to the atmosphere. VOC contaminated soil shall not be used for landfill cover.
13. During excavation, monitoring for Total Organic Compounds as methane using an Organic Vapor Analyzer (OVA) or other monitor approved by South Coast AQMD shall be conducted continuously at the working face of the excavation and at the downwind property line or other approved locations. The maximum sustained readings (greater than 15 seconds) shall be recorded every 15 minutes. The OVA or other approved monitor shall be calibrated each day in accordance with manufacturer specifications.
14. 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 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. Excavation shall not resume until the readings return to the background level.



## FACILITY PERMIT TO OPERATE RIV CO., WASTE MGMT, BADLANDS LANDFILL

15. If the OVA or other approved organic monitor shows a sustained reading (greater than 15 seconds) or 200 ppmv or greater downwind from the site at the property line (or other approved locations), the excavation shall cease and 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. Excavation shall not resume until the readings return to the background level.
16. The excavation workface, which exposes refuse or other emission generating material to the atmosphere shall not exceed 20,000 square feet, without prior written approval from South Coast AQMD.
17. Excavated landfill material and refuse shall be stockpiled for relocation and burial onsite or hauled offsite for disposal.
18. Stockpiles shall not exceed a height greater than 8 feet and shall be maintained so as to avoid steep sides.
19. Daily inspections shall be conducted of all covered stockpiles to ensure the integrity of the plastic cover. An inspection log shall be maintained.
20. All refuse/emission generating materials that are excavated/exposed to the atmosphere shall either be:
  - A. Immediately covered (with either a minimum of 6 inches of clean soil, approved foam, or heavy-duty plastic sheeting, 6 mil or greater) whenever the excavation is not actively in progress, and at the end of each working day. Foam by itself shall not be used as a night cover if it is raining or rain is predicted by the National Weather Service prior to the next scheduled day of excavation.
  - B. Immediately deposited into trucks/trailers for off-site transport and completely covered with an impermeable cover, with such covers tied down, except for during active loading/unloading of refuse. All seams shall be sealed to prevent any materials from escaping during transport.
21. 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. Excavated material shall be completely covered with an impermeable cover, with the cover tied down, and all seams shall be sealed to prevent any materials from escaping during transport.
22. The exterior of haul trucks or trailers including the tires shall be cleaned off prior to leaving the site location address listed on this plan.
23. All materials that are listed as hazardous by a federal or state agency shall be considered "hazardous materials" for the purpose of this plan.
24. All excavated hazardous material shall be transported in such a manner as to prevent any emissions of hazardous materials.
25. All hazardous materials transported offsite shall be transported in containers clearly marked as to the type of material contained and what procedures should be followed in case of accidental spills.
26. 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.



**FACILITY PERMIT TO OPERATE  
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

27. Excavation, handling, and stockpiling activities shall comply with the applicable requirements of Rule 403.
28. All records of excavation working hours monitoring results, daily amounts of materials excavated and relocated or hauled offsite, and other records required by this compliance plan shall be kept on file for at least years and made available to South Coast AQMD upon request.
29. Mitigation measures, other than those listed in these conditions, which are deemed appropriate by South Coast AQMD personnel as necessary to protect the comfort, repose, health, and safety of the public, shall be implemented upon request.
30. This compliance plan or a copy of this compliance plan shall be present at the excavation site.

**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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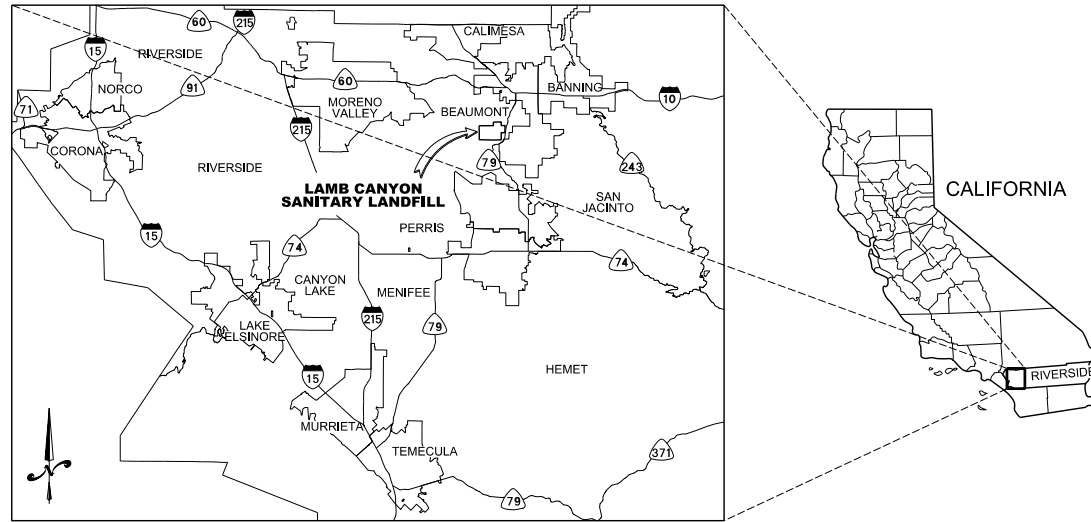
# LAMB CANYON SANITARY LANDFILL

## CONSTRUCTION PLANS FOR ON-CALL SITE IMPROVEMENTS

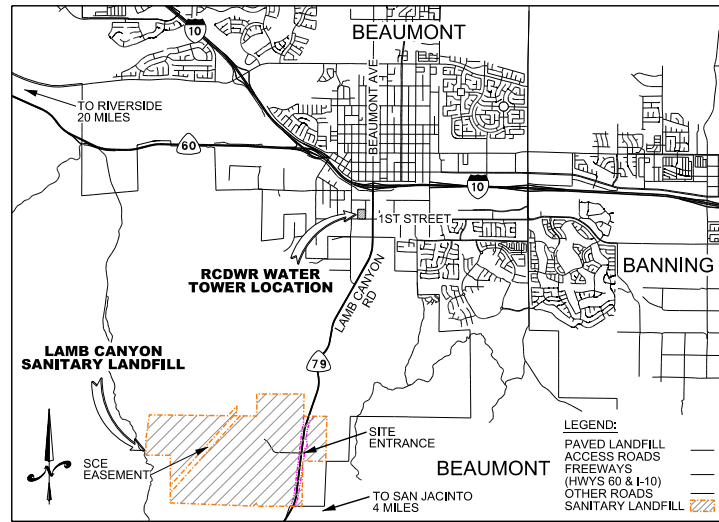
**JUNE 2024**

PREPARED BY  
DEPARTMENT OF WASTE RESOURCES  
ANDY CORTEZ, 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)
- Permitted Disposal Area
- Landfill Operations Permit Limit
- Topo Contours  
Dec 2021 (Aerial) &  
Mar 2024 (Topo)
- Property line
- 3' Earthen Diversion Berm
- 2' Earthen Diversion Berm
- K-Rail Barrier
- Corrugated HDPE Pipe
- Gabion Baskets
- Grade break
- Gradient & Direction
- Flow Line / Flow Direction
- MLP-18 Gas probe  
(protect in place)
- LC-9 Ground water well  
(protect in place)
- GW-11 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
- HDPE High Density Polyethylene
- 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

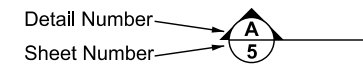
**INDEX OF DRAWINGS**

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1	LC_2024_Site_Improvements_s1_Title.dgn	Title Sheet	NTS
2	LC_2024_Site_Improvements_s2_Index.dgn	Index, Legend, and Vicinity Map	NTS
3	LC_2024_Site_Improvements_s3-s5_Map.dgn	Site Map of Improvements	1" = 400'
4	LC_2024_Site_Improvements_s3-s5_Map.dgn	Southern Site Improvements	1" = 120'
5	LC_2024_Site_Improvements_s3-s5_Map.dgn	Northern Site Improvements	1" = 100'
6	LC_2024_Site_Improvements_s6_Details.dgn	Construction Details	NTS
7	LC_2024_Site_Improvements_s7_Details.dgn	Construction Details	NTS

**FILL PATTERNS:**

- AC Roadway /  
Drainage Structures
- Existing Asphalt
- Greenwaste Placement
- CMB (4" thick section) Over  
2"-4" Rock (6" thick section)
- CMB (4" thick section)
- 3"-6" Rock Retaining Wall
- Existing Base
- Existing Concrete

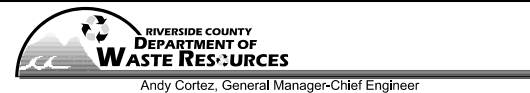
**DETAIL CALLOUTS:**



**CONSTRUCTION NOTE CALLOUTS:**



NO.	REVISIONS	BY	APPROVED	DATE



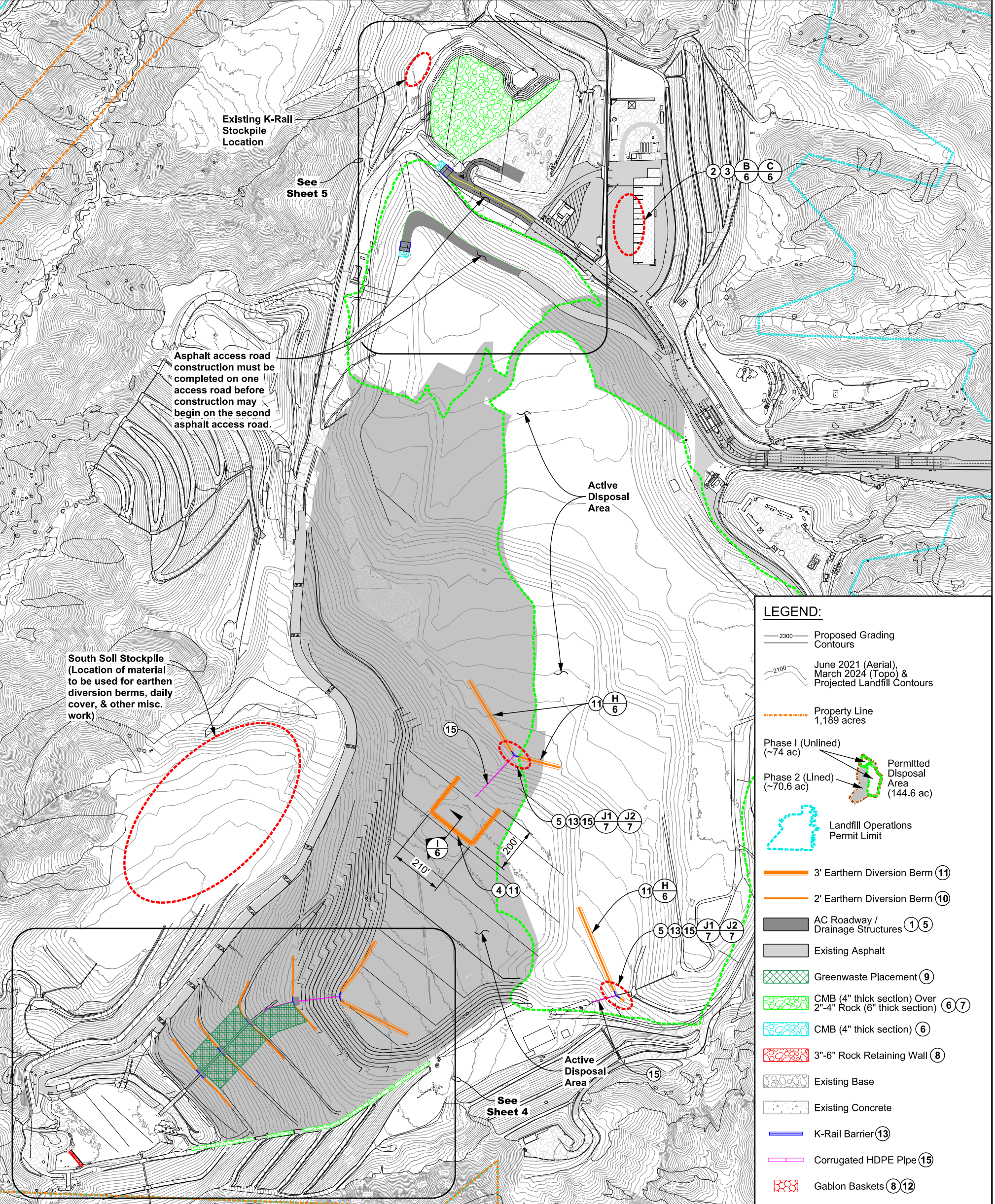
Andy Cortez, General Manager-Chief Engineer

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DRAWN BY:	EC
CHECKED BY:	EC
DRAWING DATE:	June 2024
TOPO DATE:	--
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PATH:	Improvements\Project Drawings
FILE:	LC_2024_Site_Improvements_s2_Index.dgn

Lamb Canyon Sanitary Landfill  
2024 Site Drainage Improvements  
**Index, Legend, and  
Vicinity Map**

**CONSTRUCTION NOTES:**

- ① CONSTRUCT ASPHALT CONCRETE ROADWAY, 6" THICK ASPHALT CONCRETE PAVEMENT OVER 12" THICK CLASS II AGGREGATE BASE. UPON COMPLETION, ASPHALT ROAD SHALL BE FOG SEALED IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 1)
- ② SAW-CUT, REMOVE, AND REPLACE DAMAGED SECTIONS OF EXISTING ASPHALT CONCRETE ROADWAY, 6" THICK ASPHALT CONCRETE PAVEMENT OVER 12" THICK CLASS II AGGREGATE BASE. UPON COMPLETION, ASPHALT ROAD SHALL BE FOG SEALED IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 2)
- ③ SAW-CUT, REMOVE, AND REPLACE DAMAGED SECTIONS OF EXISTING 6" THICK CONCRETE PAD IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 4)
- ④ CONSTRUCT 3-INCH THICK REINFORCED SHOTCRETE STRUCTURES AGAINST THREE-FOOT TALL EARTHEN BERM SLOPE FACE IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 5)
- ⑤ CONSTRUCT ASPHALT CONCRETE DRAINAGE STRUCTURES. UPON COMPLETION, ASPHALT DRAINS SHALL BE FOG SEALED IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 6)
- ⑥ FURNISH AND INSTALL CRUSHED MISCELLANEOUS BASE (CMB) IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 8)
- ⑦ FURNISH AND INSTALL 2"-4" ROCK IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 9)
- ⑧ FURNISH AND INSTALL 3"-6" ROCK RETAINING WALL IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 10)
- ⑨ APPLY PROCESSED GREENWASTE MATERIAL 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. 11)
- ⑩ CONSTRUCT 2-FOOT TALL EARTHEN BERM WITH COMPACTED ENGINEERED FILL IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 12)
- ⑪ CONSTRUCT 3-FOOT TALL EARTHEN BERM WITH COMPACTED ENGINEERED FILL IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 13)
- ⑫ REMOVE, SALVAGE, AND REPLACE GABION BASKETS IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 14)
- ⑬ RELOCATE AND INSTALL K-RAIL BARRIERS AT SPECIFIC LOCATIONS INDICATED OR AS DIRECTED BY COUNTY REPRESENTATIVES. K-RAIL BARRIER SECTIONS (20-FOOT LONG) SHALL BE PROVIDED BY COUNTY AND STOCKPILED NEAR THE PLACEMENT LOCATION. (BID ITEM NO. 15)
- ⑭ APPLY THERMOPLASTIC STRIPPING AT LAMB CANYON LANDFILL IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 16)
- ⑮ FURNISH AND INSTALL 24-INCH CORRUGATED HDPE PIPE AND ACCESSORIES IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 17)
- ⑯ RELOCATE AND PLACE EXISTING RUMBLE PLATES AS DIRECTED BY COUNTY REPRESENTATIVES. (BID ITEM NO. 21)



**RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES**  
 Andy Cortez, General Manager-Chief Engineer

Scale: 1" = 400' (11" x 17") 1" = 200' (ANSI D)

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


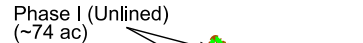

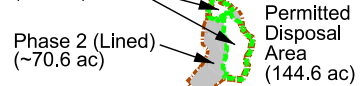


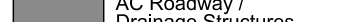
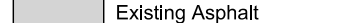

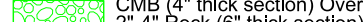

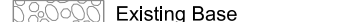
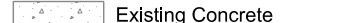





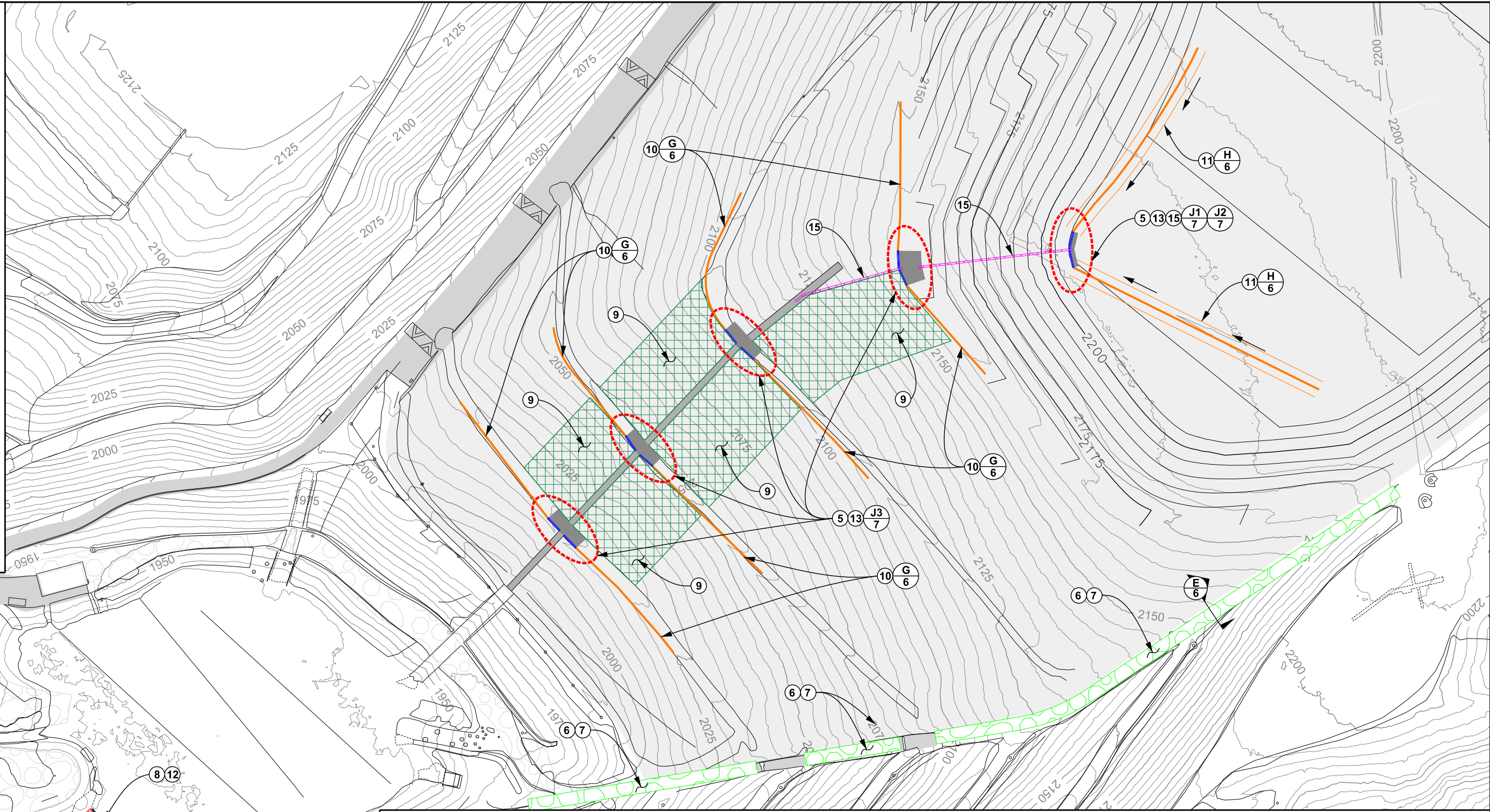
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Lamb Canyon Sanitary Landfill  
 2024 Site Drainage Improvements

**Site Map  
 of Improvements**

**LEGEND:**

-  Proposed Grading Contours
-  June 2021 (Aerial), March 2024 (Topo) & Projected Landfill Contours
-  Property Line  
1,189 acres
-  Phase I (Unlined) (~74 ac)
-  Phase 2 (Lined) (~70.6 ac)
-  Permitted Disposal Area (144.6 ac)
-  3' Earthen Diversion Berm
-  2' Earthen Diversion Berm
-  AC Roadway / Drainage Structures
-  Existing Asphalt
-  Greenwaste Placement
-  CMB (4" thick section) Over 2"-4" Rock (6" thick section)
-  3"-6" Rock Retaining Wall
-  Existing Base
-  Existing Concrete
-  K-Rail Barrier
-  Corrugated HDPE Pipe
-  Gabion Baskets



**CONSTRUCTION NOTES:**

- 5 CONSTRUCT ASPHALT CONCRETE DRAINAGE STRUCTURES. UPON COMPLETION, ASPHALT DRAINS SHALL BE FOG SEALED IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 6)
- 6 FURNISH AND INSTALL CRUSHED MISCELLANEOUS BASE (CMB) IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 8)
- 7 FURNISH AND INSTALL 2"-4" ROCK IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 9)
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- 11 CONSTRUCT 3-FOOT TALL EARTHEN BERM WITH COMPACTED ENGINEERED FILL IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 13)
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- 15 FURNISH AND INSTALL 24-INCH CORRUGATED HDPE PIPE AND ACCESSORIES IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 17)

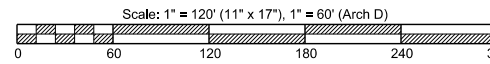


NO.	REVISIONS	BY	APPROVED	DATE

**RIVERSIDE COUNTY  
DEPARTMENT OF  
WASTE RESOURCES**

Andy Cortez, General Manager-Chief Engineer

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Datum is mean sea level

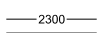
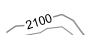
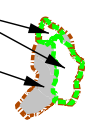

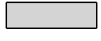
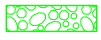




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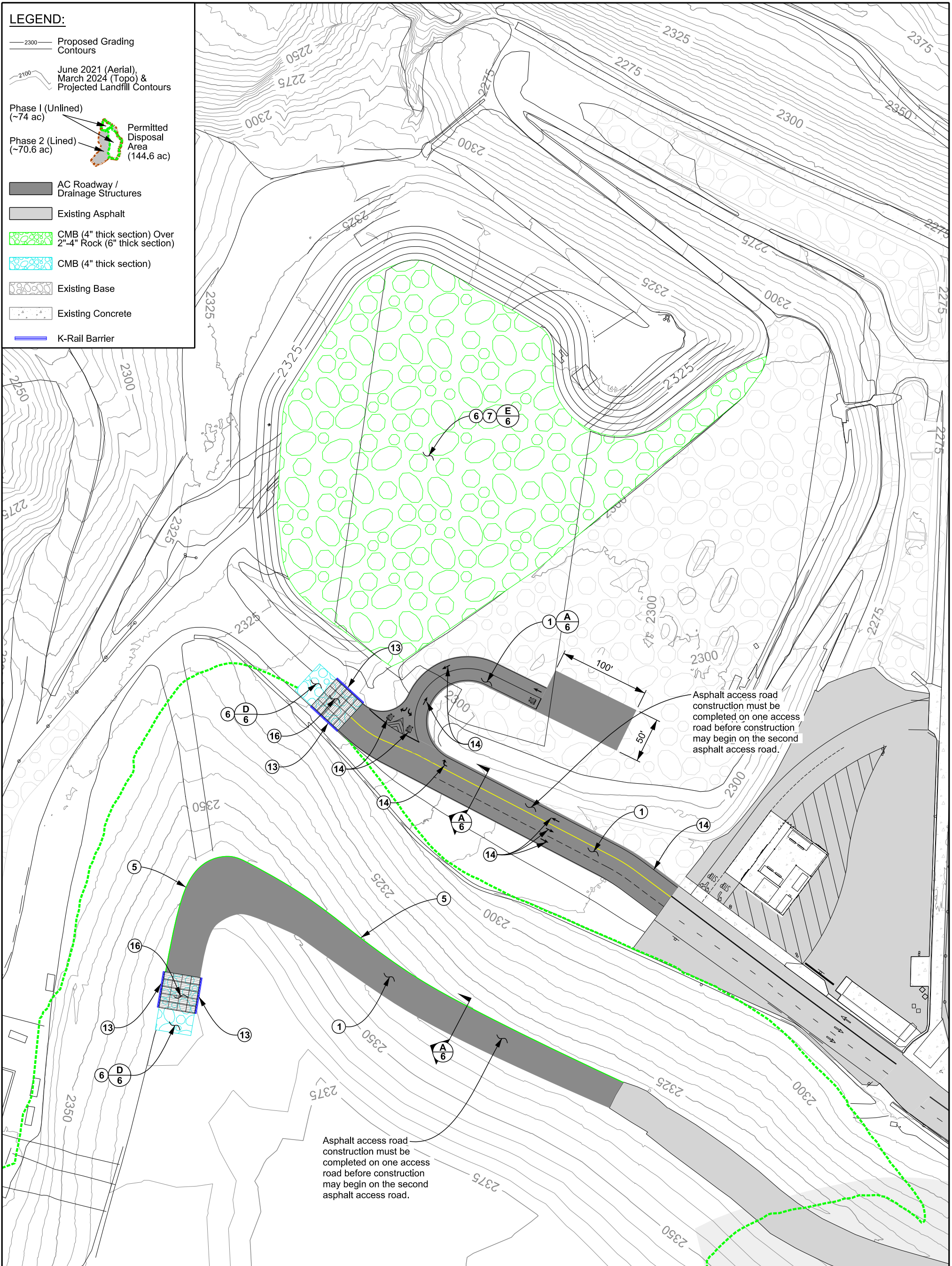
Lamb Canyon Sanitary Landfill  
2024 Site Drainage Improvements

**Southern  
Site Improvements**

SHEET: 4 OF 7

**LEGEND:**

-  Proposed Grading Contours
-  June 2021 (Aerial), March 2024 (Topo) & Projected Landfill Contours
- Phase 1 (Unlined) (~74 ac)
- Phase 2 (Lined) (~70.6 ac)
-  Permitted Disposal Area (144.6 ac)
-  AC Roadway / Drainage Structures
-  Existing Asphalt
-  CMB (4" thick section) Over 2"-4" Rock (6" thick section)
-  CMB (4" thick section)
-  Existing Base
-  Existing Concrete
-  K-Rail Barrier



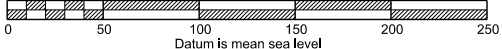
**CONSTRUCTION NOTES:**

- ① CONSTRUCT ASPHALT CONCRETE ROADWAY, 6" THICK ASPHALT CONCRETE PAVEMENT OVER 12" THICK CLASS II AGGREGATE BASE. UPON COMPLETION, ASPHALT ROAD SHALL BE FOG SEALED IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 1)
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- ⑦ FURNISH AND INSTALL 2"-4" ROCK IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 9)
- ⑬ RELOCATE AND INSTALL K-RAIL BARRIERS AT SPECIFIC LOCATIONS INDICATED OR AS DIRECTED BY COUNTY REPRESENTATIVES. K-RAIL BARRIER SECTIONS (20-FOOT LONG) SHALL BE PROVIDED BY COUNTY AND STOCKPILED NEAR THE PLACEMENT LOCATION. (BID ITEM NO. 15)
- ⑭ APPLY THERMOPLASTIC STRIPPING AT LAMB CANYON LANDFILL IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO. 16)
- ⑯ RELOCATE AND PLACE EXISTING RUMBLE PLATES AS DIRECTED BY COUNTY REPRESENTATIVES. (BID ITEM NO. 21)



Andy Cortez, General Manager-Chief Engineer

Scale: 1" = 100' (11" x 17") 1" = 50' (Arch D)



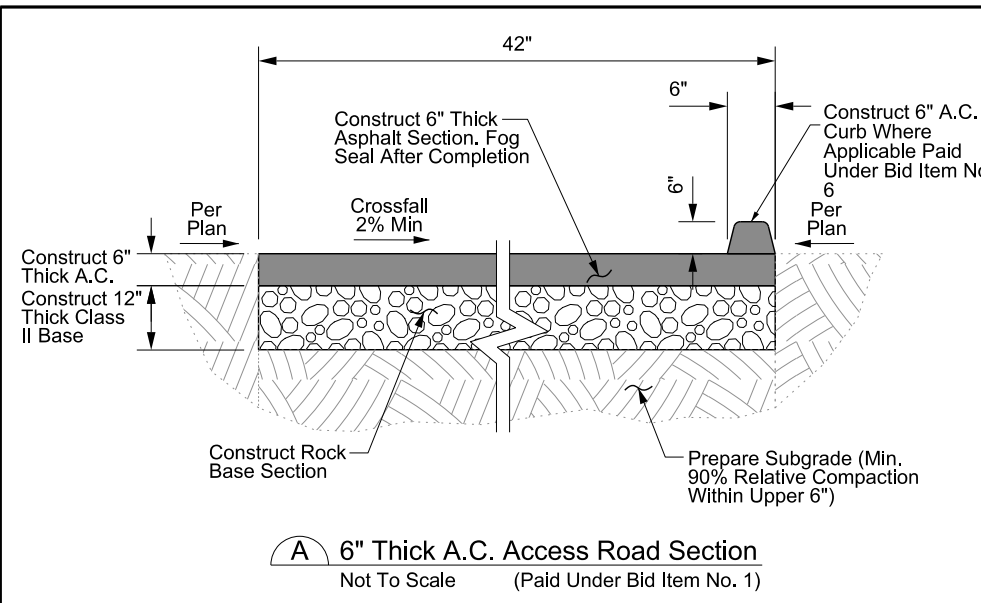
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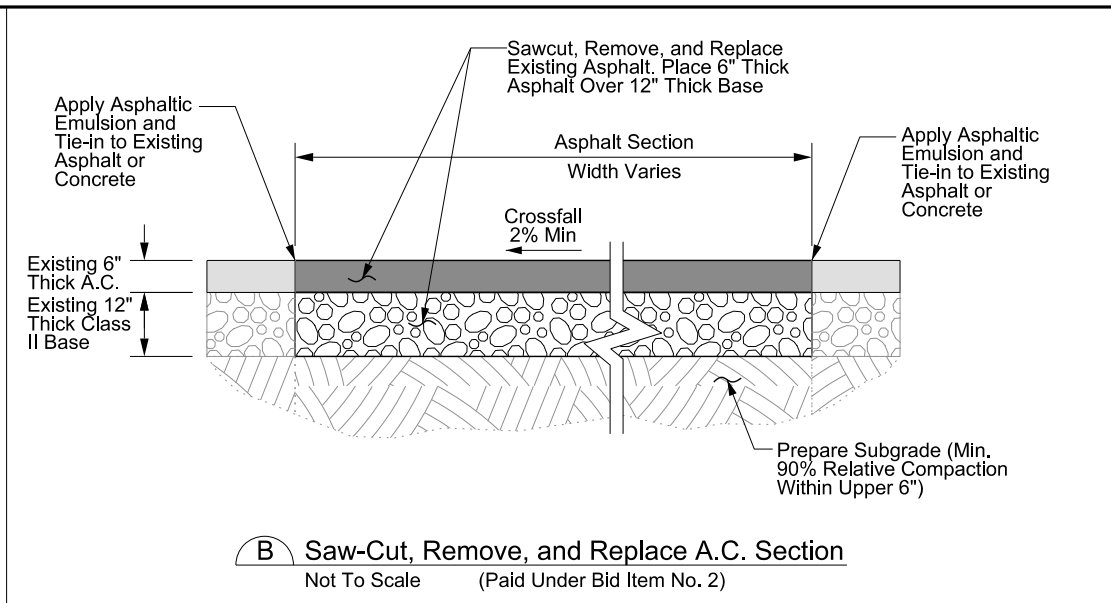
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Lamb Canyon Sanitary Landfill  
2024 Site Drainage Improvements

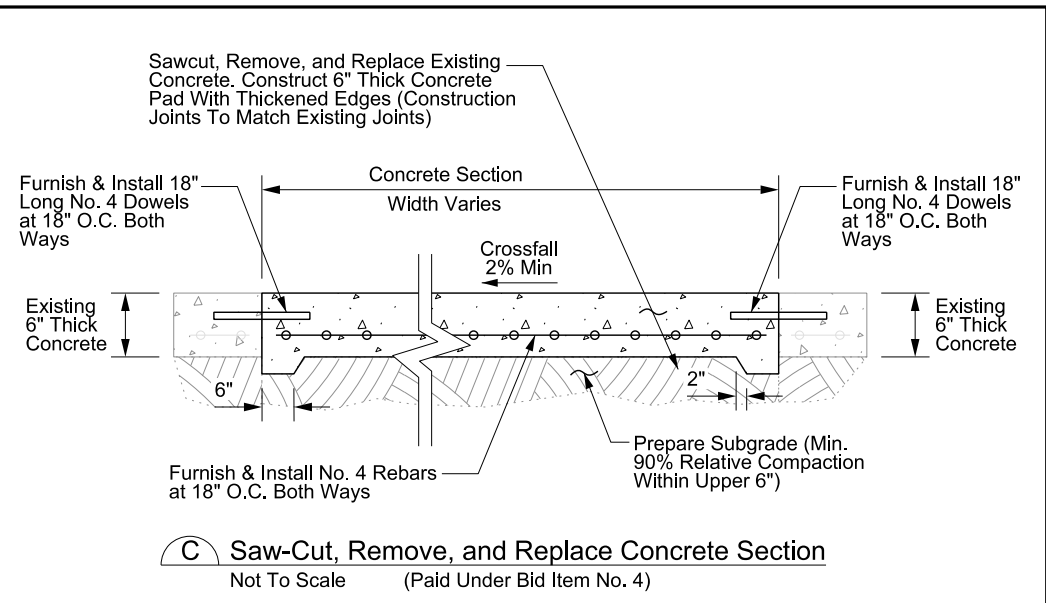
**Northern  
Site Improvements**



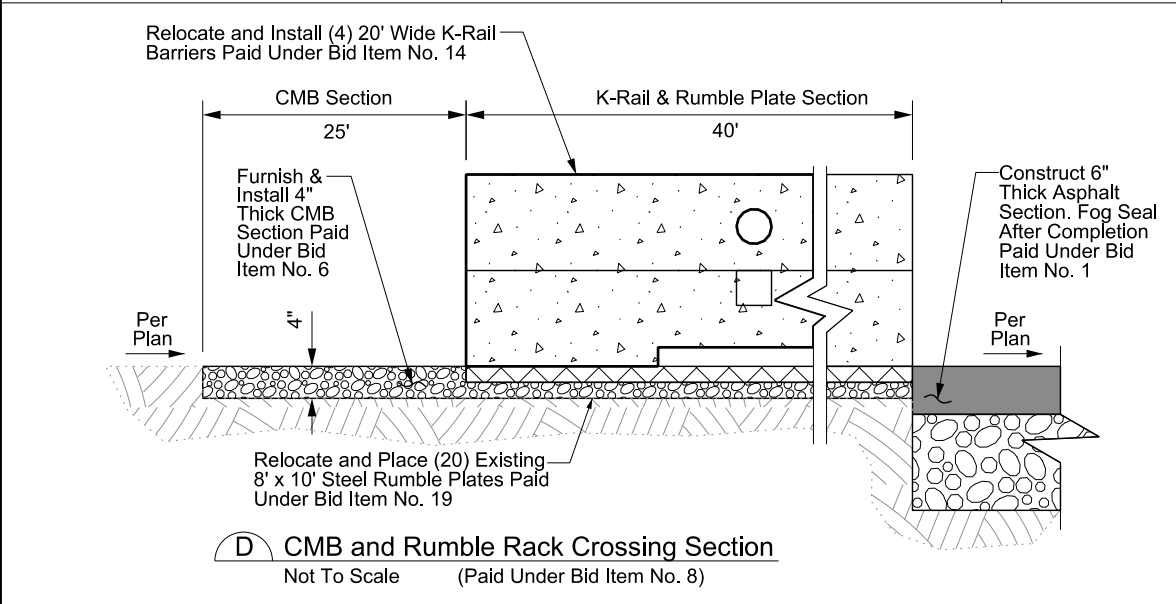
**A** 6" Thick A.C. Access Road Section  
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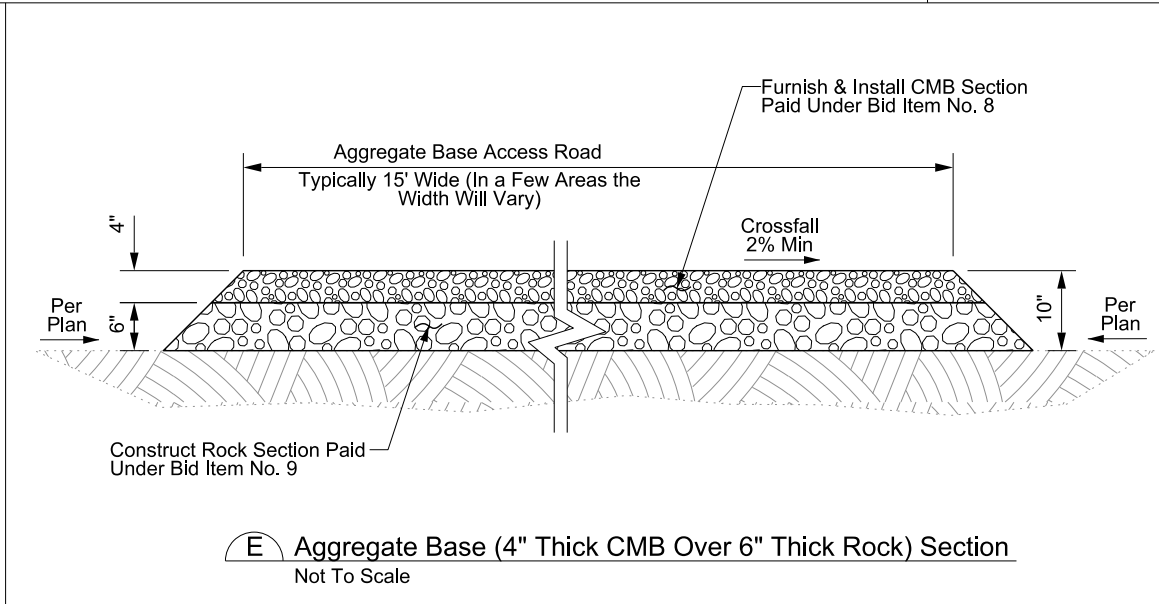
**B** Saw-Cut, Remove, and Replace A.C. Section  
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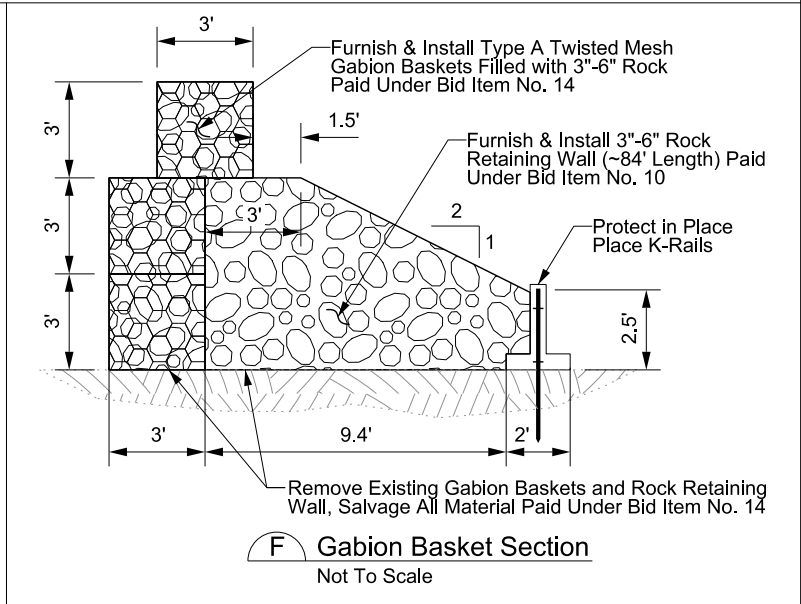
**C** Saw-Cut, Remove, and Replace Concrete Section  
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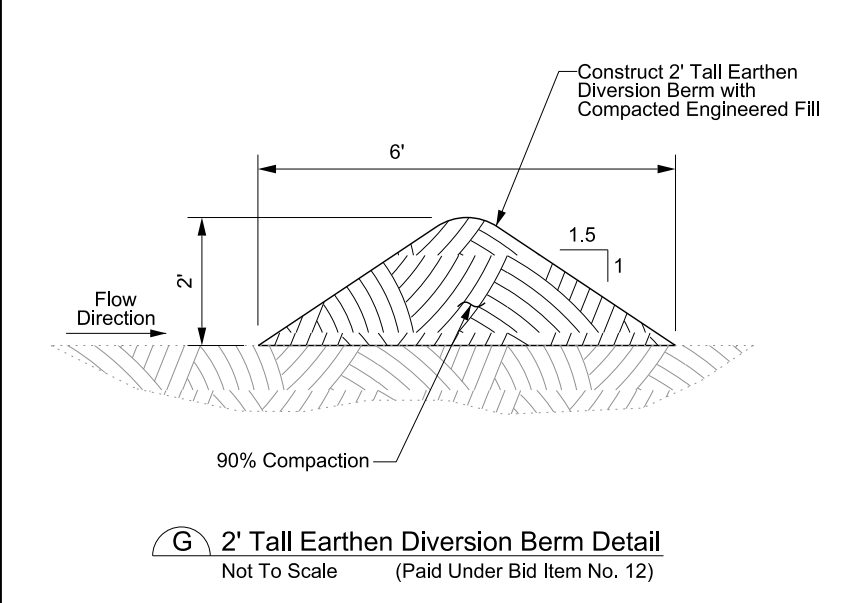
**D** CMB and Rumble Rack Crossing Section  
Not To Scale (Paid Under Bid Item No. 8)



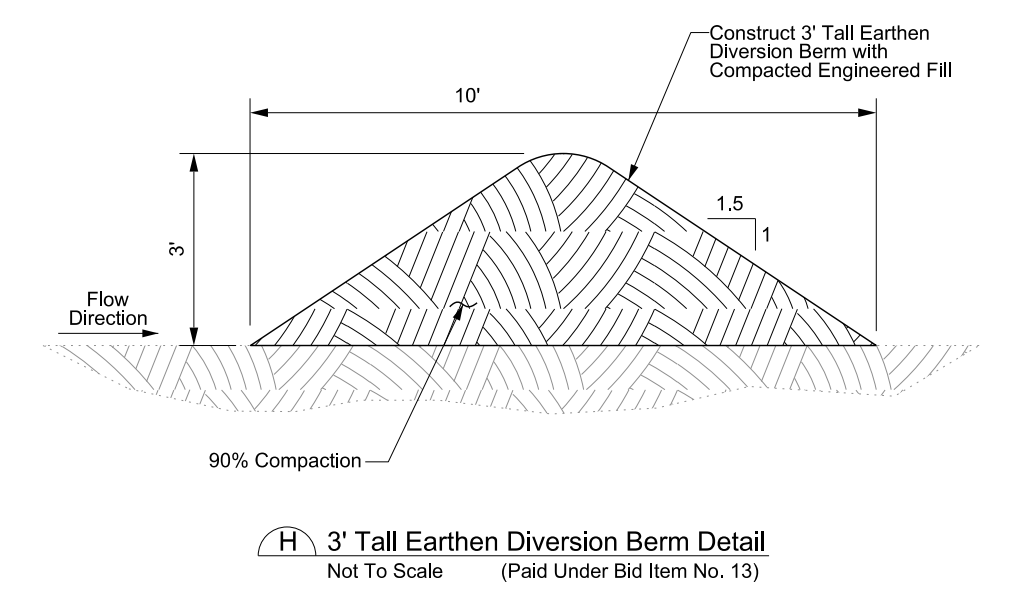
**E** Aggregate Base (4" Thick CMB Over 6" Thick Rock) Section  
Not To Scale



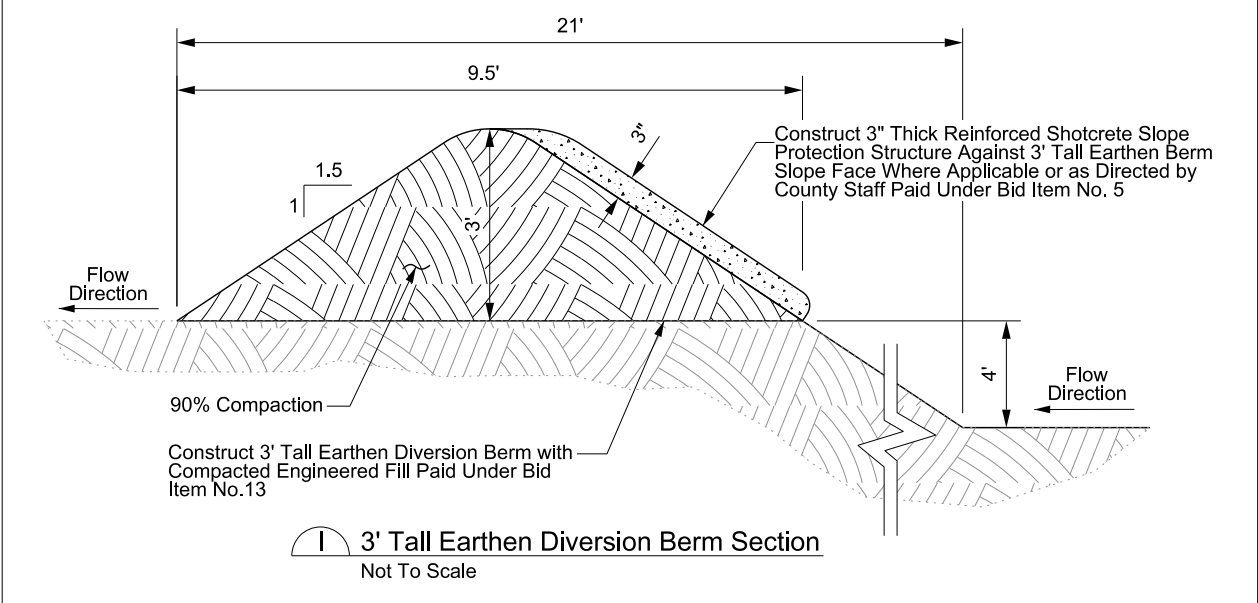
**F** Gabion Basket Section  
Not To Scale



**G** 2' Tall Earthen Diversion Berm Detail  
Not To Scale (Paid Under Bid Item No. 12)



**H** 3' Tall Earthen Diversion Berm Detail  
Not To Scale (Paid Under Bid Item No. 13)



**I** 3' Tall Earthen Diversion Berm Section  
Not To Scale

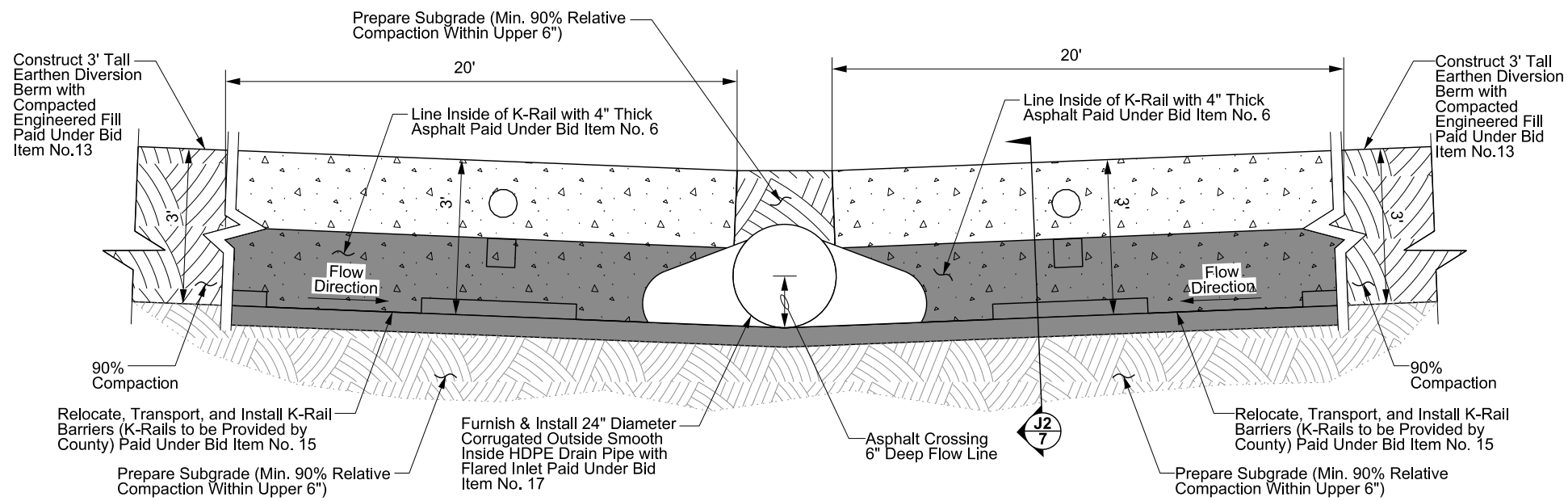
NO.	REVISIONS	BY	APPROVED	DATE

RIVERSIDE COUNTY  
 DEPARTMENT OF  
**WASTE RESOURCES**  
 Andy Cortez, General Manager-Chief Engineer  
 N.T.S.

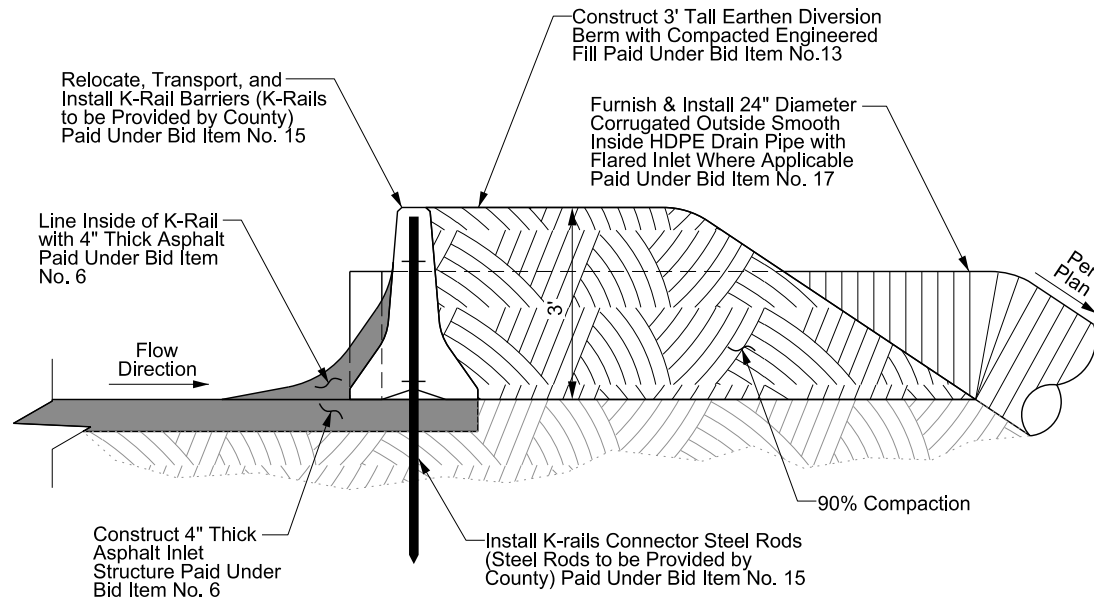
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CHECKED BY:	EC
DRAWING DATE:	June 2024
TOPO DATE:	--
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PATH:	Improvements\Project Drawings
FILE:	LC_2024_Site_Improvements_s6_Details.dgn

**Lamb Canyon Sanitary Landfill**  
 2024 Site Drainage Improvements  
**Construction Details**

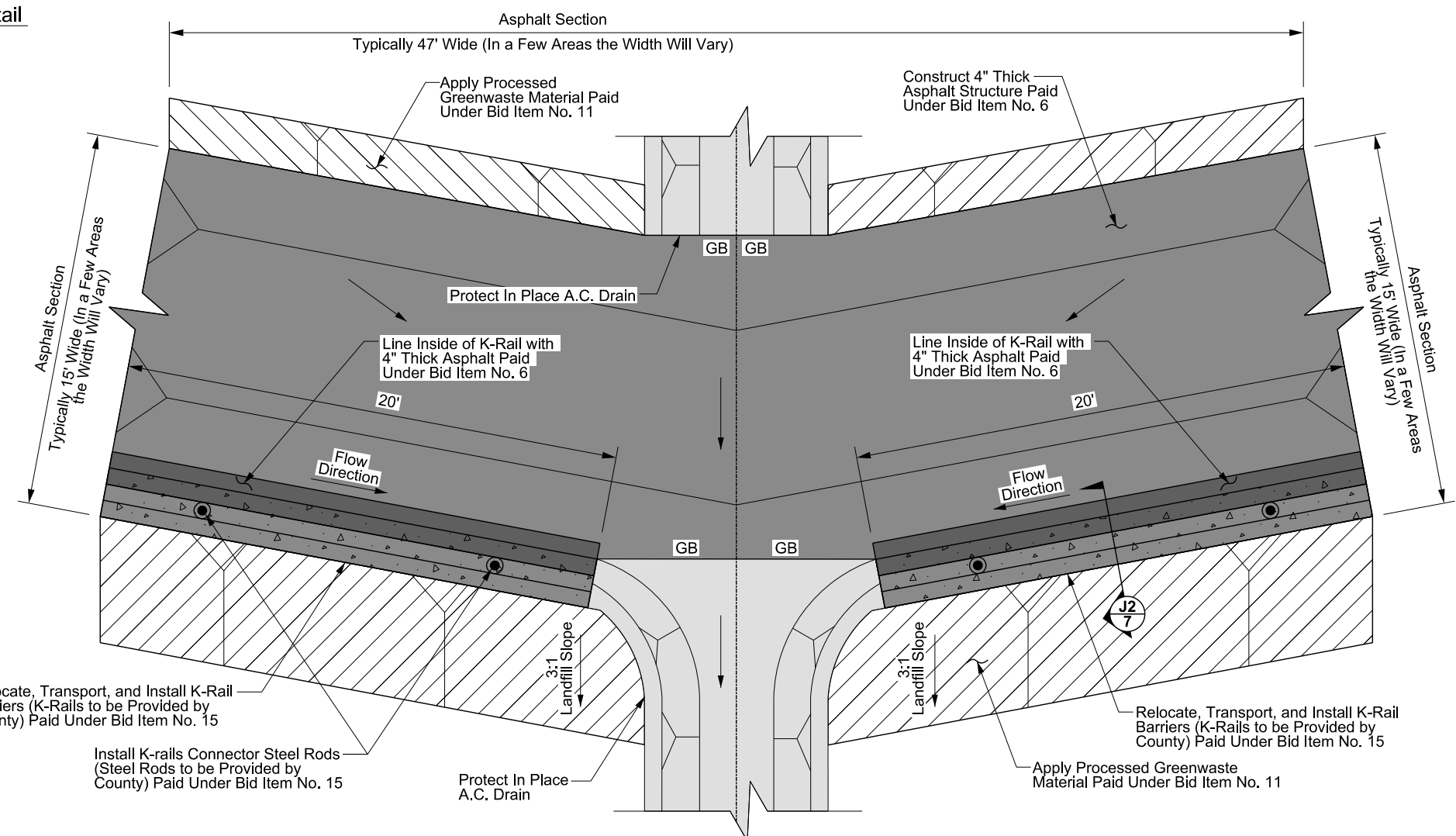




**J1 4" Thick Asphalt Inlet Structure Detail**  
Not To Scale




**J2 4" Thick Asphalt Inlet Structure Detail**  
Not To Scale



**J3 Asphalt Drain Inlet Structure Detail**  
Not To Scale

NO.	REVISIONS	BY	APPROVED	DATE


**RIVERSIDE COUNTY**  
**DEPARTMENT OF**  
**WASTE RESOURCES**  
 Andy Cortez, General Manager-Chief Engineer  
 N.T.S.

DESIGNED BY:	SM
DRAWN BY:	EC
CHECKED BY:	EC
DRAWING DATE:	June 2024
TOPO DATE:	--
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PATH:	Improvements\Project Drawings
FILE:	LC_2024_Site_Improvements_s7_Details.dgn

**Lamb Canyon Sanitary Landfill**  
 2024 Site Drainage Improvements  
**Construction**  
**Details**

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**APPENDIX D-2: PROJECT DRAWINGS –  
BADLANDS LANDFILL**

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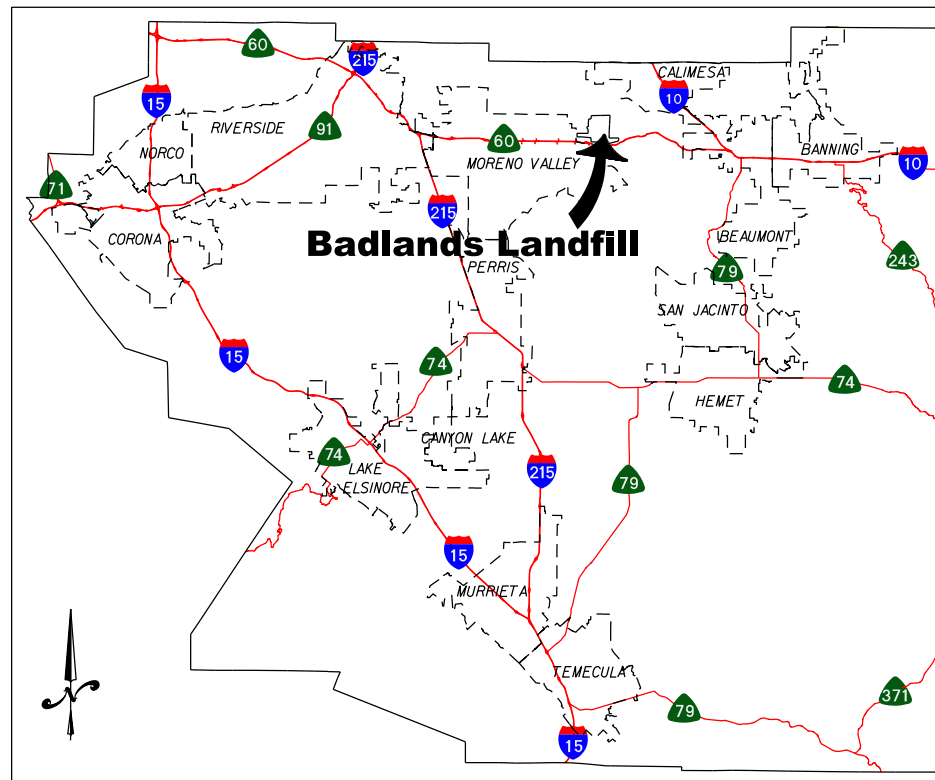
# **BADLANDS SANITARY LANDFILL**

## **PROJECT DRAWINGS FOR ON-CALL SITE IMPROVEMENTS**

**June 2024**

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





**LOCATION MAP**

N.T.S.



**CALIFORNIA**

**FILL PATTERNS**

- Asphalt
- Concrete
- Refuse
- Competent Subgrade
- 3''-6'' Rock
- 2''-4'' Rock
- Crushed Miscellaneous Base
- Soil Cement

**DETAIL CALLOUTS**

- Detail Number  
Sheet Number

**CONSTRUCTION NOTE CALLOUTS**

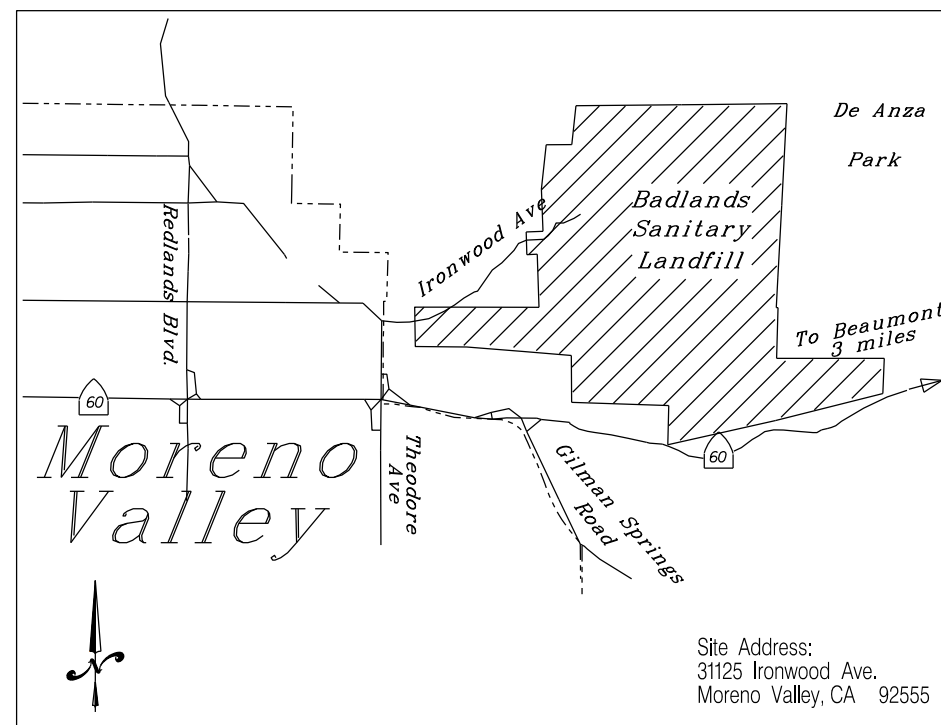
④

**LEGEND**

- Landfill footprint (unlined)
- Landfill footprint (lined)
- Topo Contours (March 2024)
- 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 controlpoints (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



**VICINITY MAP**

N.T.S.

INDEX OF DRAWINGS			
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	NTS
4	_S04_Access Road #1 Improvements.dgn	Access Road #1 Improvements	NTS
5	_S05_Access Road #2 Improvements.dgn	Access Road #2 Improvements	NTS
6	_S06_Southwest Sed. Basin Cleaning.dgn	Southwest Sed. Basin Cleaning	NTS
7	_S07_Repair Paved Access Road.dgn	Repair Paved Access Road	NTS
8	_S08_Construction Details #1.dgn	Construction Details #1	NTS
9	_S09_Construction Details #2.dgn	Construction Details #2	NTS

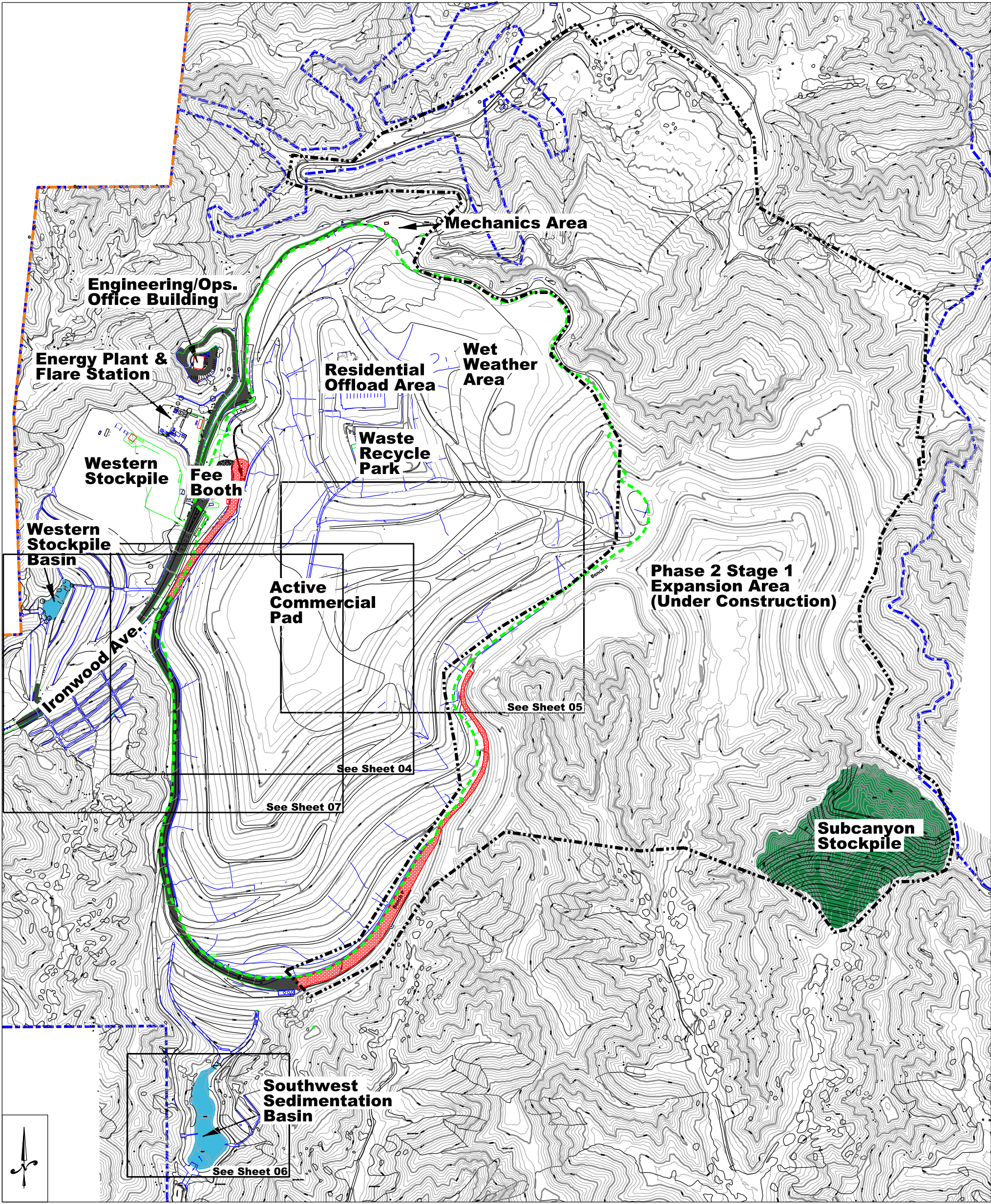
NO.	REVISIONS	BY	APPROVED	DATE



NTS

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DRAWN BY:	JV
CHECKED BY:	KJJ
DRAWING DATE:	May 25, 2024
TOPO DATE:	-
PATH:	/Sites/Badlands/24ba/Projects/
PATH:	On Call Site Improvements/
PATH:	Drawings
FILE:	_S02_BA_Index-Legend-VicMap.dgn

Badlands Sanitary Landfill  
On-Call Site Improvements  
May 2024  
**Badlands Index, Legend  
and Vicinity Map**



**Construction Notes:**

- ① Excavation of material within the Subcanyon Stockpile shall take place solely within the Subcanyon Stockpile boundaries, unless otherwise directed by County personnel.
- ② Placement of daily cover material may be required anywhere within the edge of fill and P2S1 project limits.
- ③ Contractor to stay out of P2S1 Project Limits until the completion of the P2S1 Expansion Project.

**Legend**

- Existing Ground Topography March 2024 (10' Contours)
- Existing Soil Cement Road
- Property Line
- Edge of Fill
- Permitted Disturbance Limits (811 acres)
- P2S1 Project Limits
- Subcanyon Stockpile

REVISIONS	BY	APPRVD	DATE

**RIVERSIDE COUNTY**  
**DEPARTMENT OF**  
**WASTE RESOURCES**  
 Andy Cortez, General Manager-Chief Engineer

Scale: 1" = 450' (11x17)

Datum is mean sea level. Contour intervals 10 ft.

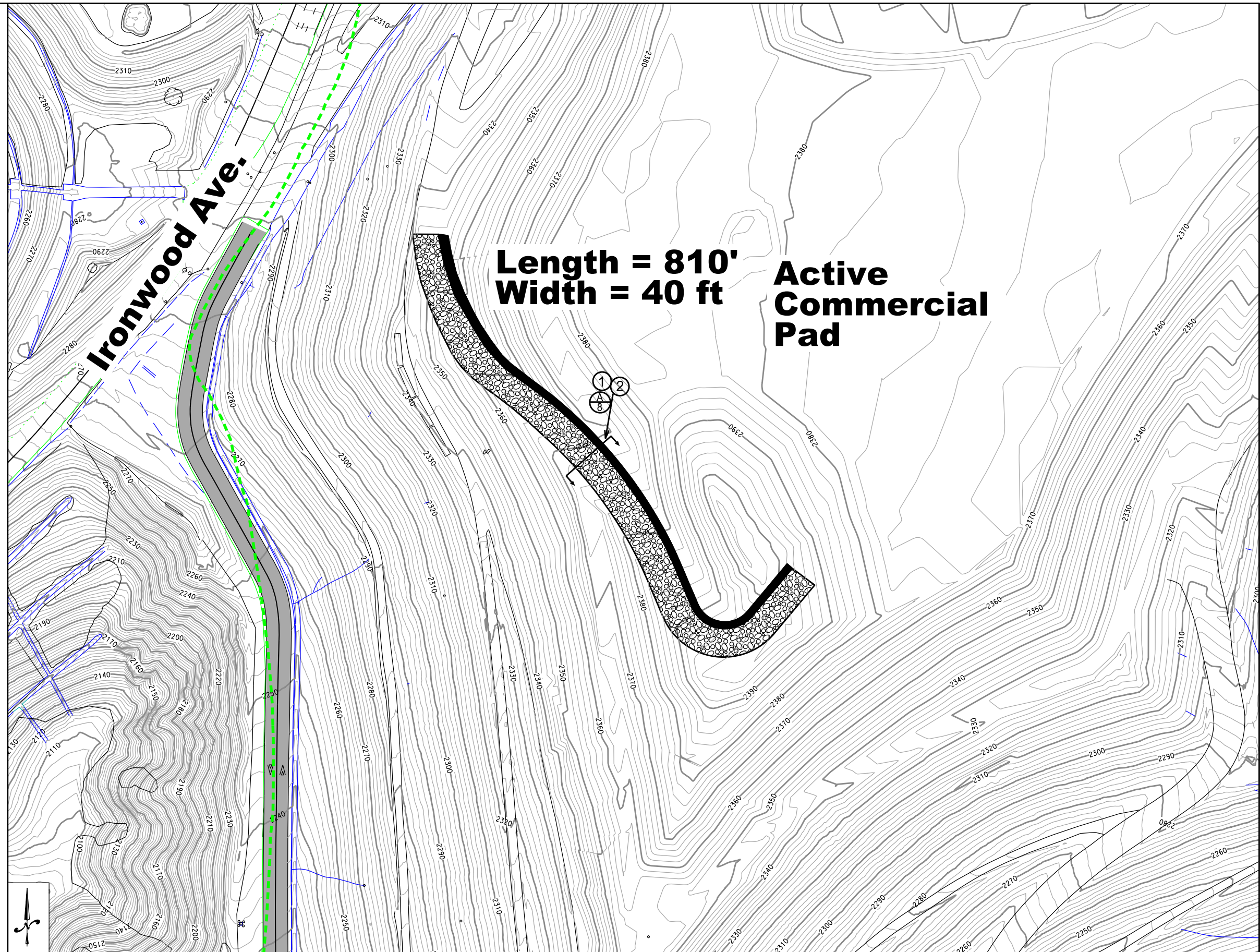
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CHECKED BY:	KJJ
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TOPO DATE:	March 2024
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PATH:	On Call Site Improvements
PATH:	Drawings
FILE:	_S03_BA_SiteMap.dgn

Badlands Sanitary Landfill  
 On-Call Site Improvements  
 May 2024  
**Badlands Site Map**

SHEET 03 OF 09

### Construction Notes

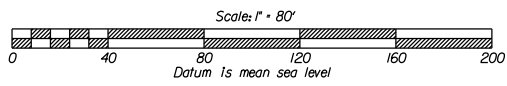
- ① Place approximately 32,400 sf of Rock and Base in accordance with Detail.
- ② Access Road Improvements must be completed on one access road before construction may begin on the other access road.



### Legend

- Existing Ground Topography March 2024 (2' Contours)
- Edge of Trash Fill
- Existing Asphalt Road
- Repair Areas
- Concrete Hardscape
- Class II Base

NO.	REVISIONS	BY	APPROVED	DATE



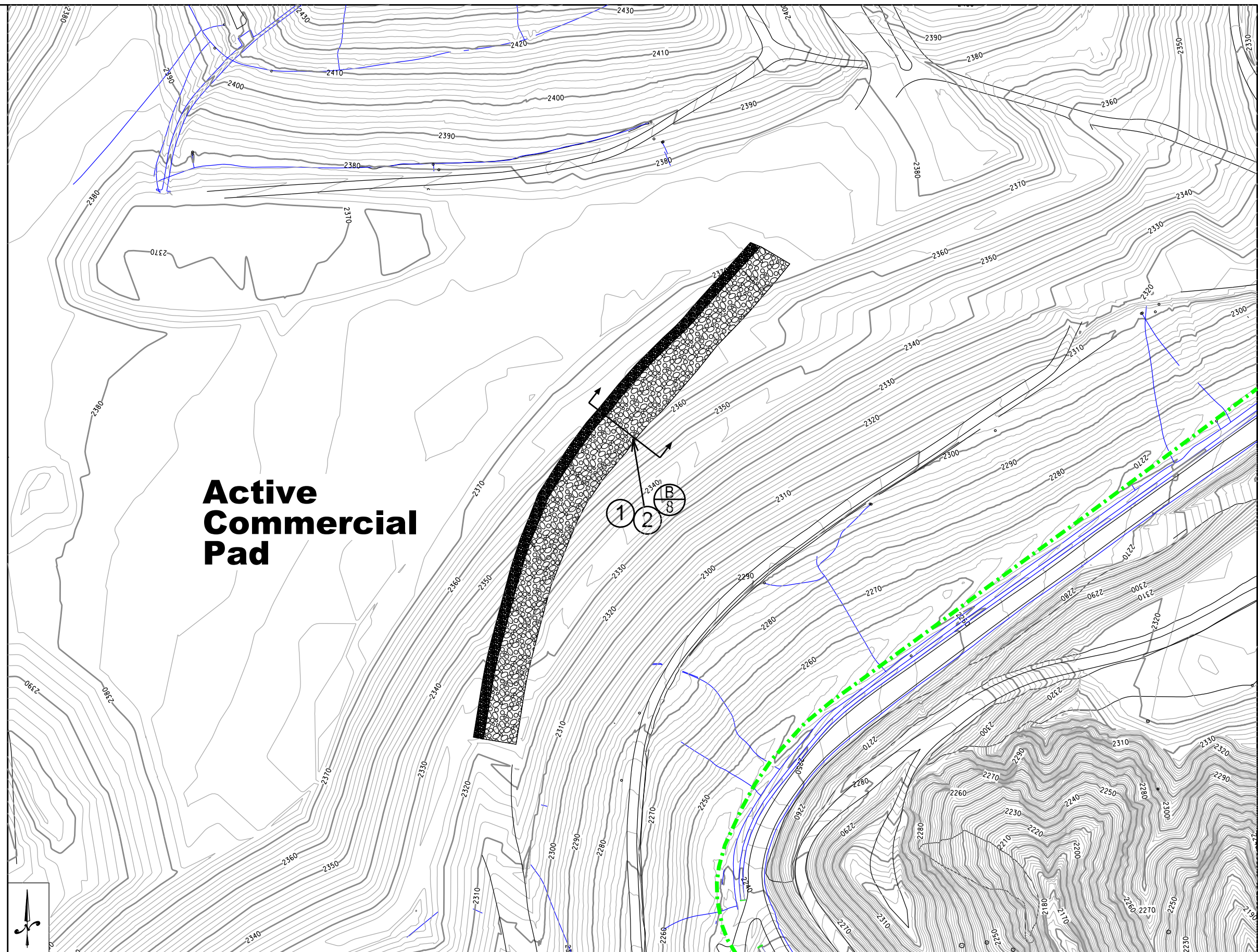
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TOPO DATE:	March 2024
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PATH:	On Call Site Improvements/
PATH:	Drawings
FILE:	_S04_Access Road #1 Improvements

Badlands Sanitary Landfill  
On-Call Site Improvements  
May 2024  
**Access Road #1 Improvements**



### Construction Notes

- ① Place approximately 27,600 sf of Rock and Base in accordance with Detail.
- ② Access Road Improvements must be completed on one access road before construction may begin on the other access road.

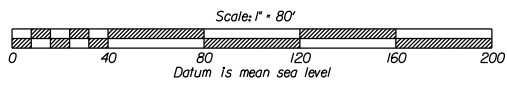


**Active  
Commercial  
Pad**

### Legend

- Existing Ground Topography  
March 2024 (2' Contours)
- Edge of Trash Fill
- Repair Areas
- Concrete Hardscape
- Class II Base

NO.	REVISIONS	BY	APPROVED	DATE



DESIGNED BY:	JV
DRAWN BY:	JV
CHECKED BY:	KJJ
DRAWING DATE:	May 25, 2024
TOPO DATE:	March 2024
PATH:	Sites/Badlands/24ba/Projects/
PATH:	On Call Site Improvements/
PATH:	Drawings
FILE:	_S05_Access Road #2 Improvements

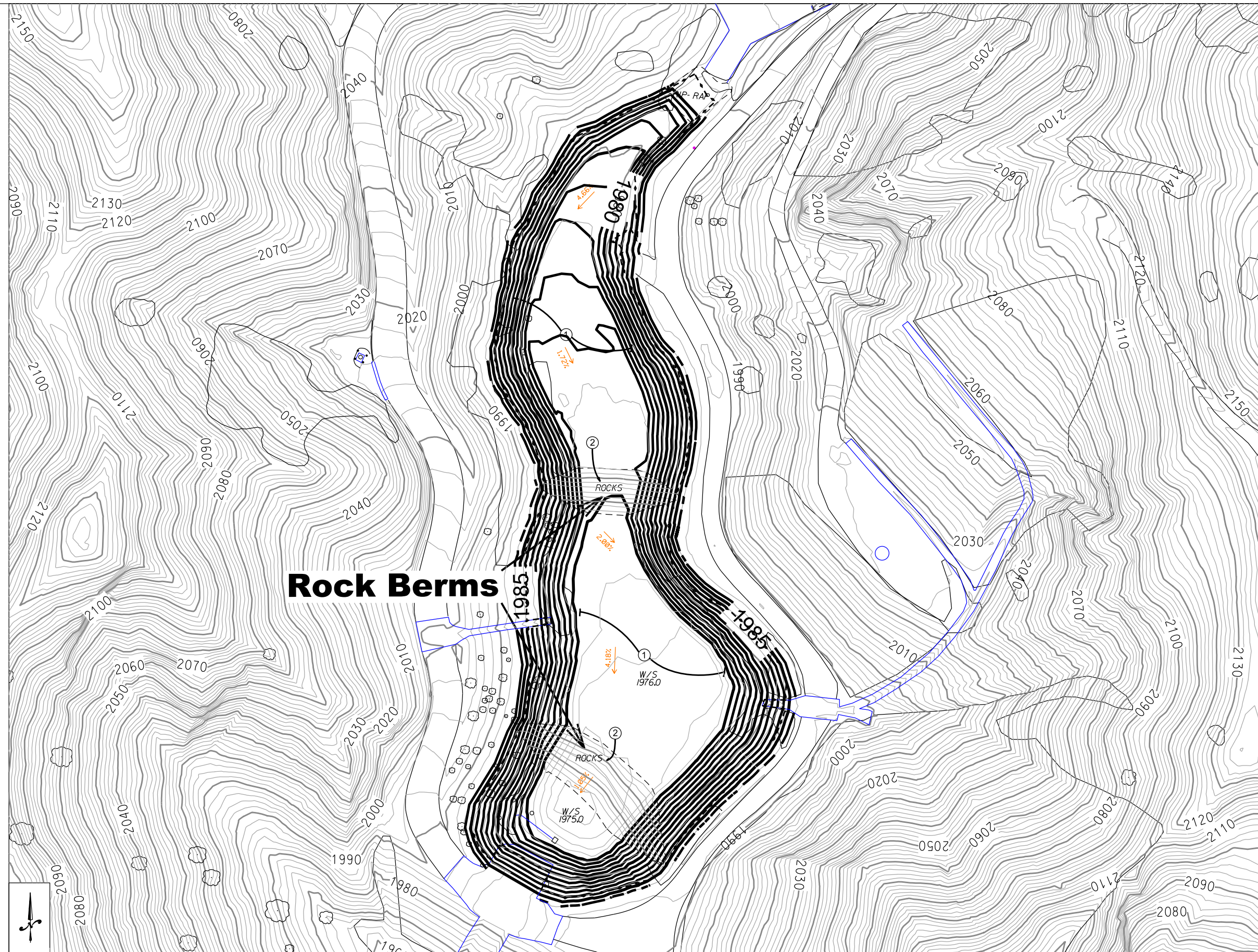
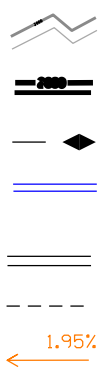
Badlands Sanitary Landfill  
On-Call Site Improvements  
May 2024  
**Access Road #2 Improvements**

### Construction Notes


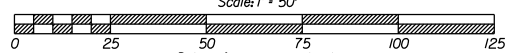
- ① Excavate per Grading Plan and as directed by the County.
- ② Protect in place rock berms or remove and replace after grading.
- ③ Protect in place concrete drainage structures and skimmer.

### Legend

- Existing Ground Topography  
March 2024 (2' Contours)
- Grading Contours (1 ft)
- Grading Limits
- Concrete Hardscape  
(Protect in Place)
- Existing Access Road
- Rock Perimeters
- Grading Design Slope



NO.	BY	APPROVED	DATE

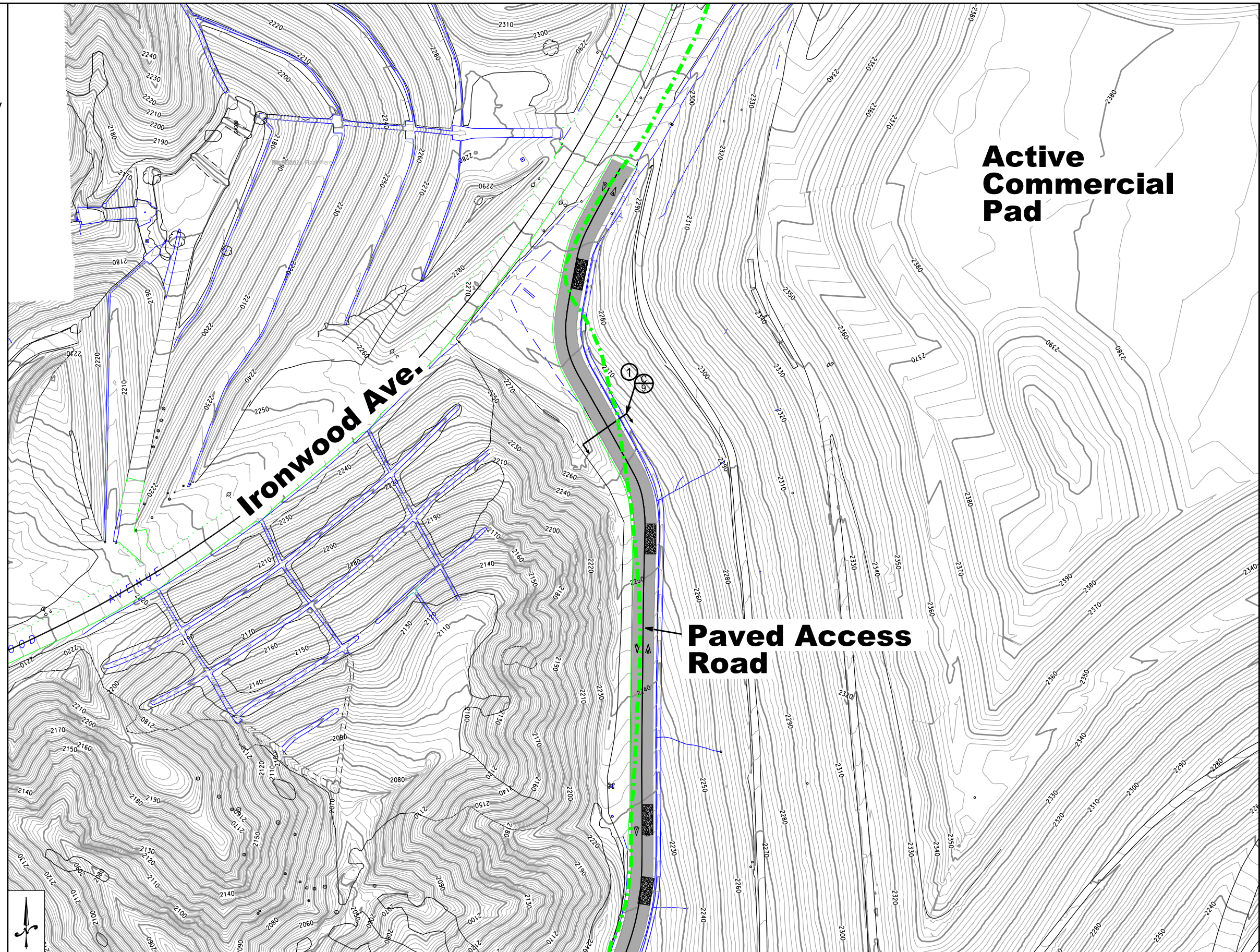
  
 Andy Cortez, General Manager-Chief Engineer  
 Scale: 1" = 50'  
  
 Datum 1s mean sea level

DESIGNED BY:	JV
DRAWN BY:	JV
CHECKED BY:	KJJ
DRAWING DATE:	May 2024
TOPO DATE:	March 2024
PATH:	K:\Sites\Badlands\24\ba\Projects\
PATH:	On Call Site Improvements\
PATH:	Drawings
FILE:	..S6..SouthwestSedimentationBasin.dgn

Badlands Sanitary Landfill  
 On-Call Site Improvements  
 May 2024  
**Southwest Sedimentation  
 Basin Cleaning**

### Construction Notes

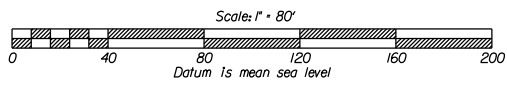
- ① Place Base and replace Asphalt approximately 3,000 sf in accordance with Detail. (c/b)
- ② Access Road Improvements must be completed on one access road before construction may begin on the other access road.
- ③ Protect in place concrete drainage structures.



### Legend

- Existing Ground Topography March 2024 (2' Contours)
- Edge of Trash Fill
- Existing Asphalt Road
- Repair Areas
- Concrete Hardscape

NO.	REVISIONS	BY	APPROVED	DATE



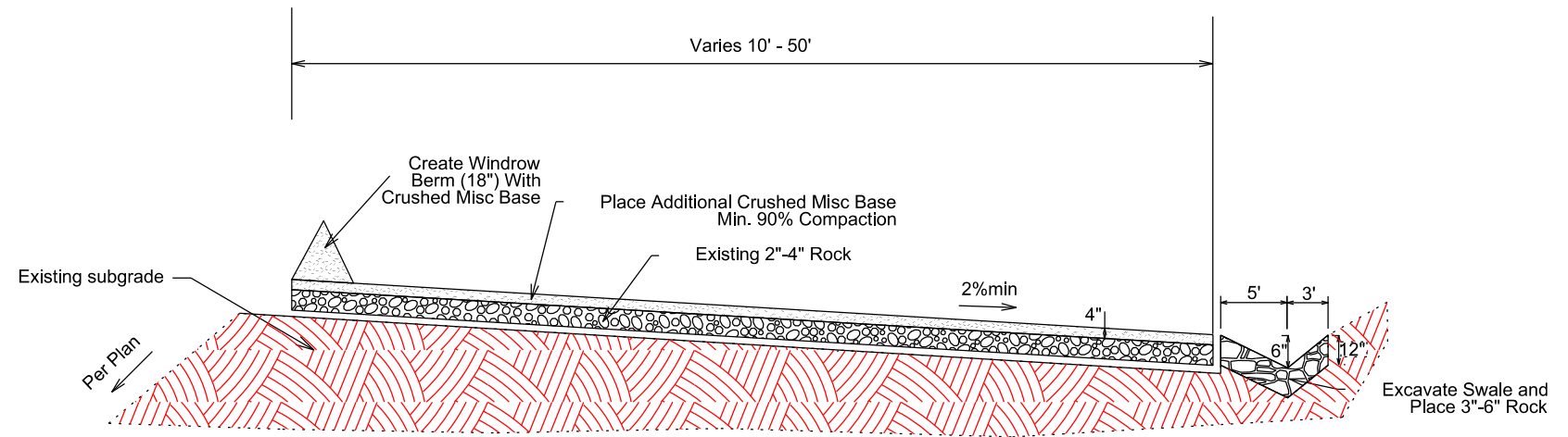
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TOPO DATE:	March 2024
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PATH:	On Call Site Improvements/
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Badlands Sanitary Landfill  
On-Call Site Improvements  
May 2024

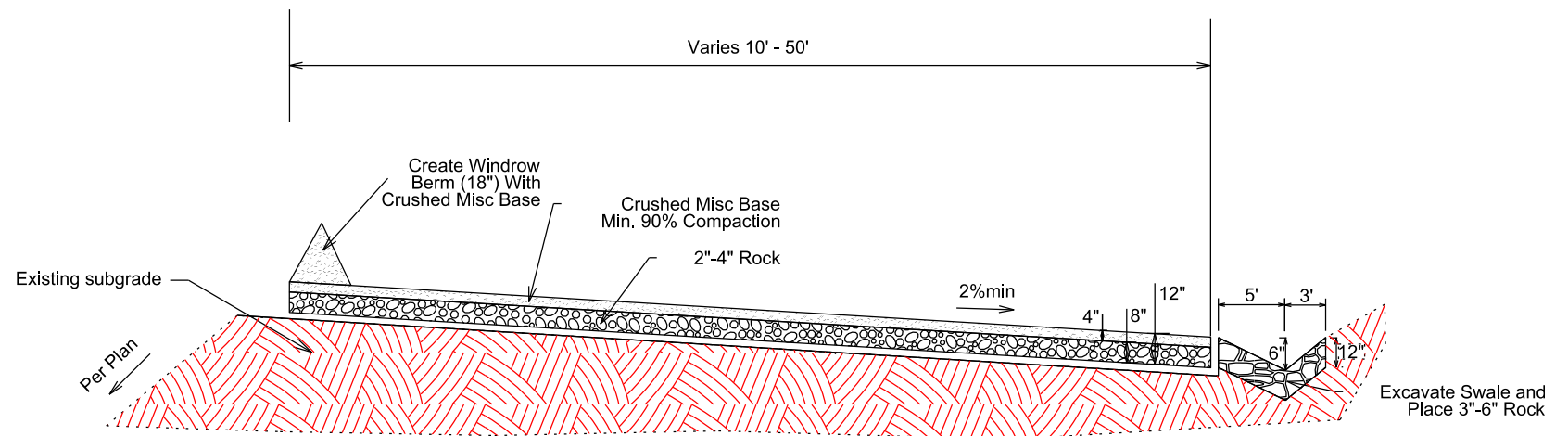
### Repair Paved Access Road

### Construction Notes

- ① Existing subgrade is at 2% cross fall, final road improvement should match existing subgrade.



**A** Improvements to Existing Road Section Typical Section  
Not To Scale



**B** Improvements to Existing Road w/o Existing Rock Section  
Not To Scale

NO.	REVISIONS	BY	APPROVED	DATE

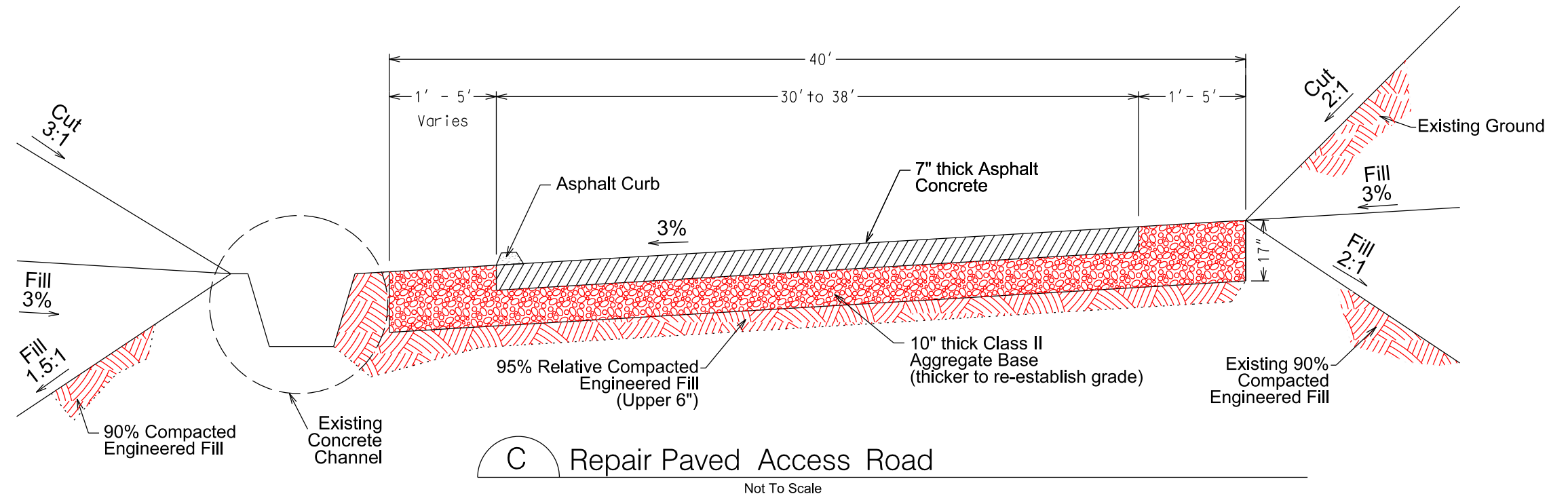


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TOPO DATE:	March 2024
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PATH:	On Call Site Improvements/
PATH:	Drawings
FILE:	_S08_Construction Details - 1

Badlands Sanitary Landfill  
On-Call Site Improvements  
May 2024  
**Construction Details - 1**

### Construction Notes

- ① Damaged asphalt will need to be saw cut, removed, disposed of at the C&D pile near the residential customer pad or as directed by County Personnel in the field. Contractor shall place additional Class 2 Aggregate Base in maximum 3" lifts until grade is established.
- ② Protect in place existing concrete channel, the asphalt road that does not need repair, gas lines, and any other appurtanences.
- ③ Contractor shall replace existing striping.
- ④ Contractor shall remove and replace damaged Asphalt berm in repaired areas.



NO.	REVISIONS	BY	APPROVED	DATE



DESIGNED BY:	JV
DRAWN BY:	JV
CHECKED BY:	KJJ
DRAWING DATE:	May 25, 2024
TOPO DATE:	March 2024
PATH:	Sites/Badlands/24ba/Projects/
PATH:	On Call Site Improvements/
PATH:	Drawings
FILE:	_S09_Construction Details - 2

Badlands Sanitary Landfill  
On-Call Site Improvements  
May 2024  
**Construction Details - 2**

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