

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

*PB*

DEPT: PUBLIC WORKS

BOARD AGENDA # \*C-2

Urgent \_\_\_\_\_ Routine

AGENDA DATE AUGUST 14, 2001

CEO Concurs with Recommendation YES \_\_\_\_\_ NO \_\_\_\_\_  
(Information Attached)

4/5 Vote Required YES \_\_\_\_\_ NO

SUBJECT: APPROVAL TO AWARD A CONTRACT FOR CONSTRUCTION OF THE LF-2, CELL 3,  
PHASE 2 BASE LINER AT FINK ROAD LANDFILL TO WOOD BROS., INC.

STAFF  
RECOMMEN-  
DATIONS:

1. FIND AND DECLARE THAT THE APPARENT LOW BID SUBMITTED BY FERMA CONSTRUCTION COMPANY IS NON-RESPONSIVE IN THAT IT FAILED TO ACKNOWLEDGE RECEIPT OF ALL MATERIAL ADDENDA;
2. APPROVAL TO AWARD THE CONTRACT FOR CONSTRUCTION OF THE LF-2, CELL 3, PHASE 2 BASE LINER AT FINK ROAD LANDFILL TO WOOD BROS., INC.; AND,
3. AUTHORIZE THE PURCHASING AGENT TO ISSUE A CONTRACT WITH WOOD BROS., INC., IN THE AMOUNT OF \$1,397,974.05.

FISCAL  
IMPACT:

The \$1,397,974.05 for this project is accounted for within the Fink Road Landfill budget.

BOARD ACTION AS FOLLOWS:

No. 2001-615

On motion of Supervisor Caruso , Seconded by Supervisor Blom  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

MOTION:

*Christine Ferraro*

**SUBJECT:** APPROVAL TO AWARD A CONTRACT FOR CONSTRUCTION OF THE LF-2, CELL 3, PHASE 2, BASE LINER AT FINK ROAD LANDFILL TO WOOD BROS., INC.  
**PAGE:** 2

**DISCUSSION:** On June 6, 2001, three bids were received for the LF-2, Cell3, Phase 2 Base Liner installation at the Fink Road Landfill. A summary of the bids received is as follows:

Ferma Construction Company	\$1,290,001.70
Wood Bros. Inc.	\$1,397,974.05
Ford Construction Company, Inc.	\$1,578,731.60

This project consists of the construction of the base liner system for Phase 2 of Cell No. 3 of Landfill 2.

It is requested that the Board find and declare that the apparent low bid submitted by Ferma Construction Company is non-responsive due to having failed to acknowledge receipt of all material addenda as required by the plans and specifications.

This action makes the bid submitted by Wood Bros. the lowest responsive bid and is therefore being recommended for the award of the contract.

**POLICY  
ISSUE:**

This action is consistent with the Board's policy of providing a safe, healthy community.

**STAFFING  
IMPACT:**

There is no staffing impact associated with this action.

RG:la  
H:\Ron Grider\LF-2, Cell 3, Phase 2, Base Liner Fink Road.BOS.wpd



**BOARD OF SUPERVISORS**

**Pat Paul, 1<sup>st</sup> District**  
**Thomas W. Mayfield, 2<sup>nd</sup> District**  
**Nick W. Blom, 3<sup>rd</sup> District**  
**Raymond Clark Simon, 4<sup>th</sup> District**  
**Paul W. Caruso, 5<sup>th</sup> District**

1010 Tenth Street, Suite 6500, Modesto, CA 95354  
Phone: 209.525.4494 Fax: 209.525.4410

September 25, 2001

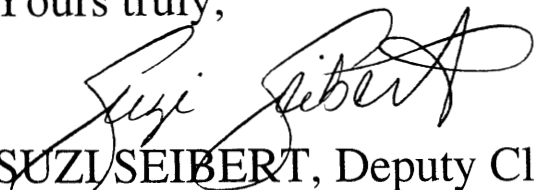
Donald T. Wood  
Wood Bros., Inc.  
P O Box 216  
14147 18<sup>th</sup> Ave  
Lemoore, CA 95345

IN RE: *LF-2, Cell 3, Phase 2 Base Liner  
at Fink Road Landfill*

To Whom It Concerns:

Enclosed is your completed contract for the above-mentioned project. This is your Official Notice to Proceed.

Yours truly,



SUZI SEIBERT, Deputy Clerk  
of the Board of Supervisors  
of the County of Stanislaus  
State of California

Enclosure

**CONTRACT DOCUMENTS  
LF-2, CELL NO. 3, PHASE 2  
BASE LINER SYSTEM CONSTRUCTION  
AT THE  
FINK ROAD LANDFILL**

**CONTRACT DOCUMENTS**

**AND**

**SPECIAL PROVISIONS**

Prepared for  
County of Stanislaus  
Department of Public Works

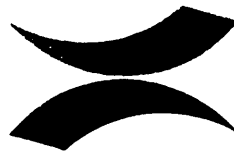
APRIL, 2001

Prepared by  
*EMCON/OWT Solid Waste Services*  
1433 North Market Boulevard  
Sacramento, California 95834-1943

Project 809728

**GEORGE STILLMAN**  
Director

Administration  
Engineering  
Development Services  
Transit  
Facilities Services  
Road Maintenance  
Landfill  
Abandoned Vehicle



# Public Works

STANISLAUS COUNTY

ADDENDUM NO. 1

TO PLANS AND SPECIFICATIONS FOR

LF-2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION  
AT THE FINK ROAD LANDFILL

IN

STANISLAUS COUNTY

GEORGE STILLMAN, DIRECTOR

By

DAVID NORDELL  
ASSISTANT DIRECTOR, OPERATIONS

MAY 3, 2001  
ADDENDUM NO. 1

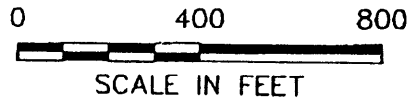
<u>Addendum Item</u>	<u>Page or Drawing</u>	<u>Location and Description of Change</u>
4	Page 02200-9	<p><b>Specifications</b> - Specification Section 2200, Site Earthwork, Part 3.03 (G) is to be added and state the following:</p> <p>The Contractor shall maintain all haul roads during the course of the project. The contractor is not responsible for repairing the asphalt portion of the excavation haul road along the north side of the waste to energy plant due to damage from repeated excavation equipment traffic. The Contractor is responsible for maintaining the condition of the asphalt road during and after construction that will allow site traffic to pass over the surface of the road without encountering a rough exterior. Additionally, the Contractor is responsible for maintaining the dirt haul road during construction to allow efficient passage of the excavation equipment. The contractor is to leave all roads in a passable condition, approved by the County, upon completion of the project.</p>
5	Page 02200-9	<p><b>Specifications</b> - Specification Section 2200, Site Earthwork, Part 3.03 (H) is to be added and state the following:</p> <p>The Contractor is not responsible for the underground utilities beneath the excavation haul road. The Contractor is responsible for inspecting the crossing areas daily before commencement of work and reporting any potential problems associated with the crossing areas to the County.</p>
6	-----	<p><b>Additional Information</b> - Attached are four soil borings taken within or near the proposed excavation area for the Contractors use.</p>

NOTE: THIS ADDENDUM MUST ACCOMPANY THE BID AND BE ACKNOWLEDGED ON THE BID SHEET.

ADDENDUM NO. 1

Dimscale: 1 Ltscale: 0.5 Pltscale: 1

/ H:\Consulting\CAD\DWG\Fink\013\Boring.dwg Wed, 30/May/01 08:59am rwall



DATE 1/12/98  
DWN R. WALL  
APP \_\_\_\_\_  
REV \_\_\_\_\_  
PROJECT NO.  
20F65-001.013

FIGURE NO. 1  
COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS  
FINK ROAD SANITARY LANDFILL

BORING LOCATION MAP

## LOG OF EXPLORATORY BORING

PROJECT NUMBER: 20F85-001013

WELL NO.: B-1

PROJECT NAME: FINK ROAD LANDFILL

PAGE: 1 of 3

BY: D. Foley

DATE: 2/25/88

SURFACE ELEVATION: ~313 ft. MSL

RECOVERY (ft./ft.)	PENETRA- TION (blows/ft)	GROUND WATER LEVELS	DEPTH IN FEET	SAMPLES	LITHOGRAPHIC COLUMN	DESCRIPTION	WELL DETAIL
0.5/0.8	63/0.8		5	■	●●●●●	SAND (SP), dark yellowish brown (10YR, 4/4); 5% fines; 95% fine sand; trace medium sand; subrounded; moist.	
1.2/1.5	81		10	■	●●●●●	SILTY SAND (SM), dark yellowish brown (10YR, 4/4); 20% fines; 20% fine sand; 25% medium sand; 30% coarse sand; 5% fine to coarse gravel; subrounded; damp; very dense.	
1.3/1.5	68		15	■	●●●●●	SAND (SW), yellowish brown (10YR, 5/4); 5% fines; 90% fine sand; 5% medium gravel; subrounded; damp; very dense.  @ 15 feet: 10% fine to medium gravel; subrounded; damp; very dense.	
			20		●●●●●		

**REMARKS**

Plot boring was drilled with 8" diameter hollow-stem augers (HSA) and sampled with a California-modified split-spoon sampler. Boring backfilled with bentonite cement grout from bottom to 7 feet below ground surface (bgs) using a tremie pipe. Boring backfilled with soil cuttings from 7 feet bgs to surface.



**EMCON**



# LOG OF EXPLORATORY BORING

PROJECT NUMBER: 20F05-001.013

WELL NO.: B-1

PROJECT NAME: FINK ROAD LANDFILL

PAGE: 2 of 3

BY: D. Foley

DATE: 2/25/98

SURFACE ELEVATION: ~313 ft. MSL

RECOVERY (ft./ft.)	PENETRA- TION (blows/ft)	GROUND WATER LEVELS	DEPTH IN FEET	SAMPLES	LITHOGRAPHIC COLUMN	DESCRIPTION	WELL DETAIL
12/1.5	67				[Dotted pattern]	SAND (SW), continued. @ 21 feet: wet.	[Hatched pattern]
13/1.5	54		25		[Vertical lines]	SANDY SILT (ML), olive (5Y, 5/3); 70% low-plasticity fines; 30% fine sand; minor iron-oxide staining; damp; hard.	
15/1.5	37		30		[Diagonal lines]	CLAY (CL), olive (5Y, 5/3); 100% low-plasticity fines; trace fine sand; hard; damp.	
15/1.5	30		31.5		[Diagonal lines]	@ 31.5 feet: as above; trace iron-oxide stains; very stiff.	
2.0/2.0	58		33		[Diagonal lines]	@ 33 feet: as above; hard.	
2.0/2.0	70		35		[Dotted pattern]	SAND (SP), pale olive (5Y, 6/3); 100% fine sand; abundant iron-oxide staining; trace caliche; damp; very dense.	
			40		[Dotted pattern]		



**REMARKS**

Pilot boring was drilled with 8" diameter hollow-stem augers (HSA) and sampled with a California- modified split-spoon sampler. Boring backfilled with bentonite cement grout from bottom to 7 feet below ground surface (bgs) using a tremie pipe. Boring backfilled with soil cuttings from 7 feet bgs to surface.

# LOG OF EXPLORATORY BORING

PROJECT NUMBER: 20F85-001.013

WELL NO.: B-1

PROJECT NAME: FINK ROAD LANDFILL

PAGE: 3 of 3

BY: D. Foley

DATE: 2/25/98

SURFACE ELEVATION: ~313 ft. MSL

RECOVERY (ft/ft)	PENETRATION (blows/ft)	GROUND WATER LEVELS	DEPTH IN FEET	SAMPLES	LITHOGRAPHIC COLUMN	DESCRIPTION	WELL DETAIL
0.4/0.8	98/0.8				•••••	SAND (SP), continued. @ 40 feet: as above; damp; very dense.	
0.4/0.8	93/0.8		45	■	•••••	@ 45 feet: as above; light olive brown (2.5Y, 5/6); damp; very dense.	
0.8/1.5	54		50	■		SILTY SAND (SM), olive (5Y, 5/3), 20% fines; 80% fine sand; damp to moist; very dense.	
			55			BORING TERMINATED AT 49.5 FEET.	
			60				



**REMARKS**

Pilot boring was drilled with 8" diameter hollow-stem augers (HSA) and sampled with a California-modified soil-spoon sampler. Boring backfilled with bentonite cement grout from bottom to 7 feet below ground surface (bgs) using a tremie pipe. Boring backfilled with soil cuttings from 7 feet bgs to surface.

# LOG OF EXPLORATORY BORING

PROJECT NUMBER: 20F85-001.013

WELL NO.: B-2

PROJECT NAME: FINK ROAD LANDFILL

PAGE: 1 of 3

BY: D. Foley

DATE: 2/25/98

SURFACE ELEVATION: -298 ft. MSL

RECOVERY (ft/ft)	PENETRATION (blows/ft)	GROUND WATER LEVELS	DEPTH IN FEET	SAMPLES	LITHOGRAPHIC COLUMN	DESCRIPTION	WELL DETAIL
0.7/1.5	61		5	[Sample]	[Dotted Pattern]	<p>SAND (SP), dark yellowish brown (10YR, 4/4); 5% fines; 90% fine sand; 5% medium to coarse sand; subrounded; damp.</p> <p>@ 4.5 feet: as above; damp; very dense.</p>	[Hatched Pattern]
1.1/1.5	65		10	[Sample]	[Dotted Pattern]	<p>@ 9.5 feet: as above; light olive brown (2.5Y, 5/4); 5% fines; 95% fine sand; damp; very dense.</p>	[Hatched Pattern]
0.8/1.5	30		15	[Sample]	[Dotted Pattern]	<p>@ 14.5 feet: as above; dark yellowish brown (10YR, 4/4); trace fine to medium gravel; damp; medium-dense to dense.</p>	[Hatched Pattern]
1.5/1.5	56		20	[Sample]	[Vertical Lines]	<p>SANDY SILT (ML), yellowish brown (10YR, 5/4); 75% low-plasticity fines; 25% fine sand; damp; hard.</p>	[Hatched Pattern]

**REMARKS**

Pilot boring was drilled with 8" diameter hollow-stem augers (HSA) and sampled and with a Calfornia-modified split-spoon sampler. Boring backfilled with bentonite cement grout from bottom to 7 feet below ground surface (bgs) using a tremie pipe. Boring backfilled with soil cuttings from 7 feet bgs to surface.



# LOG OF EXPLORATORY BORING

PROJECT NUMBER: 20F85-001013

WELL NO.: B-2

PROJECT NAME: FINK ROAD LANDFILL

PAGE: 2 of 3

BY: D. Foley

DATE: 2/26/98

SURFACE ELEVATION: ~298 ft. MSL

RECOVERY (ft/ft)	PENETRATION (blows/ft)	GROUND WATER LEVELS	DEPTH IN FEET	SAMPLES	LITHOGRAPHIC COLUMN	DESCRIPTION	WELL DETAIL
						SANDY SILT (ML), continued.	
1.3/1.5	39		25			@ 24.5 feet: as above; damp to moist.	
1.7/2.0	43					A 28.3 feet: 0.1 foot thick SILTY SAND lens; 15% fines; 20% fine sand; 35% medium sand; 30% coarse sand; trace fine gravel; subrounded; damp.	
1.2/2.0	90		30			CLAY (CL), pale olive (5Y, 6/3); 100% low-plasticity fines; trace fine sand; abundant iron-oxide lined rootholes; damp; hard.	
						SAND (SW), light olive brown (2.5Y, 5/3); 5% fines; 65% fine sand; 20% medium sand; 10% coarse sand; subrounded; damp; very dense.	
0.7/1.5	58		35			@ 34.5 feet: as above; yellowish brown (10YR, 5/6); 5% fines; 95% fine sand; trace fine to medium gravel; subrounded; trace silt nodules; damp; very dense.	
1.2/1.5	51		40			SAND (SP), yellowish brown (10YR, 5/6); 5% fines; 95% fine sand; trace silt nodules; damp; very dense.	



**REMARKS**

Pilot boring was drilled with 8" diameter hollow-stem augers (HSA) and sampled and with a Califor nia-modified split-spoon sampler. Boring backfilled with bentonite cement grout from bottom to 7 feet below ground surface (bgs) using a tremie pipe. Boring backfilled with soil cuttings from 7 feet bgs to surface.

# LOG OF EXPLORATORY BORING

PROJECT NUMBER: 20F85-001.013

WELL NO.: B-2

PROJECT NAME: FINK ROAD LANDFILL

PAGE: 3 of 3

BY: D. Foley

DATE: 2/25/88

SURFACE ELEVATION: ~208 ft. MSL

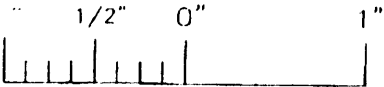
RECOVERY (ft/ft)	PENETRATION (blows/ft)	GROUND WATER LEVELS	DEPTH IN FEET	SAMPLES	LITHOGRAPHIC COLUMN	DESCRIPTION	WELL DETAIL
L1/1.5	48		45	[Black bar]	[Dotted pattern]	<p>SAND (SP), continued.</p> <p>@44.5 feet: as above; damp; dense.</p> <p>BORING TERMINATED AT 46 FEET.</p>	[Hatched pattern]
			50				
			55				
			60				



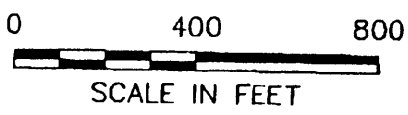
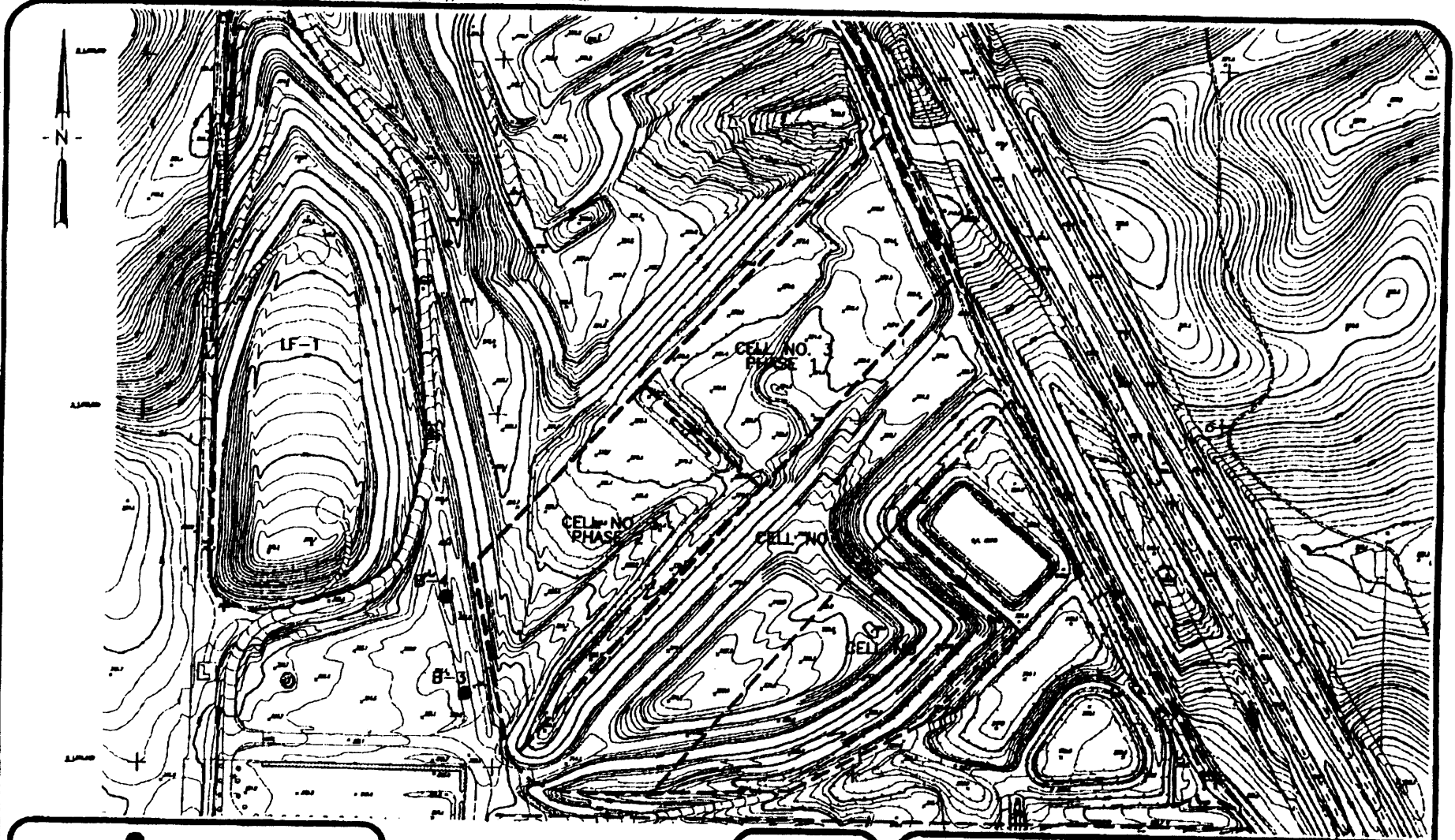
**EMCON**

**REMARKS**

Pilot boring was drilled with 8" diameter hollow-stem augers (HSA) and sampled with a Califor modified split-spoon sampler. Boring backfilled with bentonite cement grout from bottom to 7 feet below ground surface (bgs) using a tremie pipe. Boring backfilled with soil cuttings from 7 feet bgs to surface.



Dimscale: 1 Ltscale: 0.5 Psitscale: 1  
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DATE 9/22/00  
 CWN R. WALL  
 APP \_\_\_\_\_  
 REV \_\_\_\_\_  
 PROJECT NO. 809728

**FIGURE 1**  
 COUNTY OF STANISLAUS  
 DEPARTMENT OF PUBLIC WORKS  
 FINK ROAD SANITARY LANDFILL  
**BORING LOCATION MAP**

<p><b>LOCATION MAP</b></p> <p>See Site Location Map</p>	<p><b>IT CORPORATION</b></p>	<p><b>BORING NO. B-13</b> PAGE 1 OF 1</p>
<p>PROJECT NO. 809728                  LOGGED BY: P. JIMISON                  DRILLER: WOODWARD                  DRILLING METHOD: HSA                  SAMPLING METHOD: M.C.S.S.                  CASING TYPE: SCH 40 PVC                  SLOT SIZE: 0.020                  GRAVEL PACK: NA</p>		<p>CLIENT: STANISLAUS COUNTY                  DATE DRILLED: 8/16/03                  LOCATION: FINK RD. LANDFILL                  HOLE DIAMETER: 8"                  HOLE DEPTH: 45'                  WELL DIAMETER: 2"                  WELL DEPTH: 44.75'                  CASING STICKUP: 4.75'</p>

BOREHOLE BACKFILL	MOISTURE CONTENT	PID (ppm)	PENETRATION (BLOWS/FOOT)	DEPTH (FEET)	RECOVERY SAMPLE INTERVAL GRAPHIC	SOIL TYPE	LITHOLOGY/REMARKS
CONCRETE				2			
N/A	Dry	0	25	4		SP	SAND; brown 10YR 5/3, iron staining present throughout sample, trace fines, 100% very fine sand, dry, no odor
	Dry	0	51	6		SW	GRAVELY SAND; dark yellowish brown 10YR 4/6, 60% very fine to fine sand, 30% medium to coarse sand, 10% fine to medium gravels, trace cobble, dry, no odor
	Dry	0	93	8		SP	SAND; as @ 5'
			30	10		SM	SILTY SAND; gray 10YR 5/1, 10% low plasticity fines, 80% very fine sand, 10% coarse sand - gravel, Dry, no odor
			11	12		ML	SILTY SAND; as @ 16' with iron staining, 40% LPF, 60% VFS
			43	14		CL	SANDY SILT; gray 10YR 5/1, 80% med. plastic fines, 20% VFS
	Mst	0	16	16		CL	SANDY CLAY; gray 10YR 5/1, iron stained, 85% med. to high plasticity fines, 15% very fine to fine sand, dry, no odor
			37	18		CL/SW	SANDY CLAY; as @ 20', trace gravel and cobble, iron stain veins
			33	20		CL	GRAVELY SANDY CLAY; gray 10YR 5/1, iron staining, 80% med.-high plasticity fines, 10% med-coarse sand, 10% gravel-cobble, slightly moist, no odor
			40	22		CL	GRAVELY SANDY CLAY; as @ 23', w/ 60% med-high plasticity fines, 30% med. coarse sand, 10% gravel and cobbles.
	Mst	0	25	24		SP	CLAY; grayish brown 2.5YR, 5/2, iron stained throughout sample, 100% med.-high plasticity fines, soft, slightly moist, no odor
			57	26		SM/C	SAND; light brownish gray, 10YR 6/2, trace iron staining, 100% very fine to fine sand, dry, no odor.
			80	28		SM	SILTY SAND W/ SANDY CLAY; grayish brown 2.5YR 5/2, iron stained, 55% med. plasticity fines, 45% very fine sand, slightly moist, no odor
	Wet	0	28	30		SW	SILTY SAND; grayish brown 2.5YR 5/2, iron stained throughout sample, 15% LPF, 85% very fine sand, moist, no odor
			60	32		SW	GRAVELY SAND; as @ 10', moist
			34	34		SW	GRAVELY SAND; as @ 10', wet
			41	36		SW	CLAY; as @ 26'
			48	38		SM	GRAVELY SAND; as @ 34', wet
			29	40		SP	SILTY SAND; as @ 32', moist
				42		SC	SAND, dark yellowish brown, 10YR 4/4, 100% VFS, wet, no odor
				44		CL	CLAYEY SAND; dark yellowish brown, 10YR 4/4, 40% med. plasticity fines, 25% med. very fine sand, soft, moist, no odor
						CL	SANDY CLAY; brown 10YR 5/3, iron stained, 75% med. plasticity fines, 25% VFS, soft, moist, no odor
						CL	CLAY; olive gray 5YR 5/2, trace iron staining, 100% high plasticity fines, very dense & hard, dry to slightly moist



Cuttings & Bentonite

LOCATION MAP		IT CORPORATION					BORING NO. B-54 PAGE 1 OF 1	
See Site Location Map		PROJECT NO. 809728 LOGGED BY: P. JIMSON DRILLER: WOODWARD DRILLING METHOD: HSA SAMPLING METHOD: M.C.S.S. CASING TYPE: SCH 40 PVC SLOT SIZE: 0.020 GRAVEL PACK: NA			CLIENT: STANISLAUS COUNTY DATE DRILLED: 8/16/00 LOCATION: FINK RD. LANDFILL HOLE DIAMETER: 8" HOLE DEPTH: 43' WELL DIAMETER: 2" WELL DEPTH: 43' CASING STICKUP: 4.5'			
BOREHOLE BACKFILL	MOISTURE CONTENT	PID (ppm)	PENETRATION (BLOWS/FOOT)	DEPTH (FEET)	RECOVERY SAMPLE INTERVAL GRAPHIC	SOIL TYPE	LITHOLOGY/REMARKS	
CONCRETE				2				
	Dry	0	23	4		SP	SAND; brown 10YR 5/3, iron staining present throughout sample, trace fines, 100% very fine sand, dry, no odor	
	Dry	0	82	6		SW	GRAVELLY SAND; dark yellowish brown 10YR 4/6, 60% very fine to fine sand, 30% medium to coarse sand, 10% fine to medium gravels, trace cobble, dry, no odor	
N/A	Dry	0	67	8		SP	SAND; as @ 5' w/ trace cobble, dry, no odor	
	Mst		57	10		SM	SILTY SAND; gray 10YR 5/1, iron stained, 15% low plasticity fines, 85% very fine sand, slightly moist, no odor	
			12	12		CL	CLAY; gray 10YR 5/1, iron stained, 100% med. to high plasticity fines, dense, slightly moist, no odor	
			27	14		CL	CLAY; as @ 20', grayish brn 2.5YR 5/2, iron stained veins slightly moist, no odor	
			18	16		CL	CLAY; as @ 22', iron stained veins, slightly moist, no odor	
	Mst	0	44	18		CL	CLAY; as @ 22', w/ dark gray 5YR 4/1 staining, iron stained veins, slightly moist, no odor	
			29	20		SP	SAND; light brownish gray, 10YR 6/2, iron staining throughout sample, 90% very fine to fine sand, 10% med.-coarse sand, dry, no odor.	
			0	22		CL	SANDY CLAY; grayish brown 2.5YR 5/2, iron stained, 85% med. plasticity fines, 15% very fine sand, slightly moist, no odor	
			0	24		SM	SILTY SAND; light brownish gray 2.5YR 6/2, iron stained, 40% low plasticity fines, 60% very fine sand, slightly moist, no odor	
			25	26		SW	GRAVELLY SAND; as @ 10', slightly moist, no odor	
			0	28		SP	SAND; dark yellowish brown 10YR 4/4, 100% VF sand, slightly moist, no odor	
			0	30		CL	SANDY CLAY; as @ 28' iron staining, slightly moist, no odor	
			32	32		CL	CLAY; grayish brown 2.5YR 5/2, iron staining, 100% med-high plasticity fines, moist, no odor	
			55	34		SP	SAND; as @ 33', w/ trace fines, moist, no odor	
			28	36		SC	CLAYEY SAND; dark yellowish brown, 10YR 4/4, 40% med. plasticity fines, 60% very fine sand, moist, no odor	
soil cutting topped w/ bentonite	Mst	0	48	38		CL	SANDY CLAY; dark yellowish brown 10YR 4/4, iron stained, 75% med. plasticity fines, 25% VFS. soft, moist, no odor	
			35	40		CL	CLAY; olive gray 5YR 5/2, trace iron staining, 100% med- high plasticity fines, dense, slightly moist, no odor	
				42				
				44				

EL. 320

End @ 43'



**GEORGE STILLMAN**  
Director

- Administration
- Engineering
- Development Services
- Trailer
- Facilities Services
- Road Maintenance
- Landfill
- Abandoned Vehicle



**Public Works**  
STANISLAUS COUNTY

ADDENDUM NO. 3  
TO PLANS AND SPECIFICATIONS FOR  
**LF-2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION  
AT THE FINK ROAD LANDFILL**  
IN  
STANISLAUS COUNTY

GEORGE STILLMAN, DIRECTOR

By

DAVID NORDELL  
ASSISTANT DIRECTOR, OPERATIONS

JUNE 6, 2001  
ADDENDUM NO. 3

**LF-2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION  
AT THE FINK ROAD LANDFILL**

OUR RECORDS INDICATE THAT YOU ARE A PLAN HOLDER FOR THE ABOVE MENTIONED PROJECT. THE FOLLOWING CLARIFICATIONS, CHANGES, ADDITIONS, OR SUBTRACTIONS ARE ATTACHED TO AND BECOME A PART OF THE PLANS AND SPECIFICATIONS FOR THE ABOVE MENTIONED PROJECT.

THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS ARE TO TAKE COGNIZANCE OF AND TO GOVERN THEIR BID ACCORDING TO THE PLANS AND SPECIFICATIONS AS SET FORTH HEREINAFTER.

THE BID OPENING WAS SCHEDULED FOR JUNE 6, 2001 PRIOR TO 2:30 P.M.

**THE BID OPENING HAS BEEN RESCHEDULED FOR JUNE 13, 2001 PRIOR TO 2:00 P.M.**

NOTE: THIS ADDENDUM MUST ACCOMPANY THE BID AND BE ACKNOWLEDGED ON THE BID SHEET.

**GEORGE STILLMAN**  
Director

Administration  
Engineering  
Development Services  
Finance  
Information Systems  
Inspection  
Maintenance  
Public Works  
Solid Waste



# Public Works

STANISLAUS COUNTY

ADDENDUM NO. 4  
TO PLANS AND SPECIFICATIONS FOR  
LF 2, CELL 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION  
AT FINK ROAD LANDFILL  
IN  
STANISLAUS COUNTY

GEORGE STILLMAN, DIRECTOR

By

DAVID NORDELL  
ASSISTANT DIRECTOR, OPERATIONS

JUNE 8, 2001  
ADDENDUM NO. 4

**LF 2, CELL 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION  
AT FINK ROAD LANDFILL**

OUR RECORDS INDICATE THAT YOU ARE A PLAN HOLDER FOR THE ABOVE MENTIONED PROJECT. THE FOLLOWING CLARIFICATIONS, CHANGES, ADDITIONS, OR SUBTRACTIONS ARE ATTACHED TO AND BECOME A PART OF THE PLANS AND SPECIFICATIONS FOR THE ABOVE MENTIONED PROJECT.

THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS ARE TO TAKE COGNIZANCE OF AND TO GOVERN THEIR BID ACCORDING TO THE PLANS AND SPECIFICATIONS AS SET FORTH HEREINAFTER.

<u>Addendum Item</u>	<u>Page or Drawing</u>	<u>Location and Description of Change</u>
1	Drawings 1-6	<b>Drawings</b> - Replace the original set of drawings (No. 1 through 6) dated August of 2000 with the attached Drawings present to correct location of the stockpile for excavated soils and the correct drawings to be used for bidding the project.

**NOTE: THIS ADDENDUM MUST ACCOMPANY THE BID AND BE ACKNOWLEDGED ON THE BID SHEET.**

**ADDENDUM NO. 1  
PAGE 1 OF 2**

STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS

**CONTRACT DOCUMENTS AND**

**SPECIAL PROVISIONS**

FOR THE CONSTRUCTION OF

**LF-2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION  
AT THE FINK ROAD LANDFILL**

IN

STANISLAUS COUNTY

OWNER - STANISLAUS COUNTY

BOARD OF SUPERVISORS

PAT PAUL, CHAIR

DISTRICT NO. 1

THOMAS W. MAYFIELD

DISTRICT NO. 2

NICK W. BLOM

DISTRICT NO. 3

RAY SIMON

DISTRICT NO. 4

PAUL CARUSO

DISTRICT NO. 5

REAGAN WILSON -- CHIEF EXECUTIVE OFFICER

GEORGE STILLMAN -- DIRECTOR OF PUBLIC WORKS

MAY, 2001

LF-2, CELL NO. 3, PHASE 2  
BASE LINER SYSTEM CONSTRUCTION  
AT THE  
FINK ROAD LANDFILL

The Special Provisions contained herein have been prepared by or under the direction of the following registered person.

*Randall Vincent Mall*  
Signature

4/23/01  
Date



## NOTICE TO CONTRACTORS

Contractors are invited to submit written, formal bids for

### **LF-2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION AT THE FINK ROAD LANDFILL**

Bids envelopes must be delivered to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10<sup>th</sup> Street, Modesto, CA located on the Sixth Floor of Tenth Street Place, **PRIOR TO 2:30 P.M. ON MAY 23, 2001**, as evidenced by the date/time stamp on the envelope by the Clerk. After bid closing, the bids will be publicly opened and read by the Clerk in the Lobby Conference Room No. 6709 located on the 6<sup>th</sup> Floor of Tenth Street Place.

Bids shall be submitted in sealed envelopes on the forms provided with the Plans and Specifications for that purpose. Envelopes shall be address to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10<sup>th</sup> Street, 6<sup>th</sup> Floor, Modesto, CA 95354, and plainly marked:

### **LF-2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION**

The work consists of construction for the LF-2, Cell 3, Phase 2 Landfill Base Liner, which includes approximately eight acres. Activities include excavation of soil, subgrade preparation, construction of a composite base line installation of leachate collection and removal system (LCRS), and replacement of an operations layer.

Proposal, Plans, and Specifications are available at the Department of Public Works Department, Engineering Division, 1716 Morgan Road, Modesto, CA 95358, upon the receipt of \$10.00 **(NON-REFUNDABLE)** fee (make checks payable to: "STANISLAUS COUNTY PUBLIC WORKS") during the office hours of 7:30 a.m. to 12:00 and from 1:00 p.m. to 5:00 p.m., Monday through Friday. For any information, please call the **ENGINEERING DIVISION AT (209) 525-4193**.

Technical questions should be directed to Michael Franck at the Public Works, Fink Road Landfill Division, County of Stanislaus, Crows Landing, CA at (209) 837-4804.

Your particular attention is directed to the "Information for Bidders" and "General Conditions" included in the specifications, which is to be followed in all respects. In particular, your attention is directed to the handicapped, non-discrimination clause contained in the General Conditions, Section 2.47, which complies with Section 504 of the Rehabilitation Act of 1973. A bidders bond or its equivalent will be required.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations now on file with the Department of Public Works, and which are a part of the contract.

Pursuant to and in accordance with the provisions of Public Contract Code Section 22300, the Contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

By order of the Board of Supervisors of the County of Stanislaus, State of California, made and entered on May 1, 2001.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk  
of the Board of Supervisors, of the County  
of Stanislaus, State of California

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

**FORM OF PROPOSAL**

HONORABLE BOARD OF SUPERVISORS  
STANISLAUS COUNTY, CALIFORNIA

The undersigned bidder has examined the site and all of the documents, plans and specifications for

**LF-2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION  
AT THE FINK ROAD LANDFILL**

The bidder will perform all work and provide all labor, equipment and materials for the completion and operation of the project for which this proposal is made, all as set forth on the plans and in the specifications, provided by the Director of the Department of Public Works or other specified agent of the Stanislaus County Board of Supervisors, at bid amounts as stated attached:



**LF 2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION  
AT THE FINK ROAD LANDFILL**

**ENGINEER'S ESTIMATE**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>ESTIMATED QUANTITY</u>	<u>ITEM PRICE (IN FIGURES)</u>	<u>TOTAL (IN FIGURES)</u>
1.	Mobilization and Demobilization	L.S.	L.S.	\$ <u>62,500<sup>00</sup></u>	\$ <u>62,500<sup>00</sup></u>
2.	Layout of Work Surveys	L.S.	L.S.	\$ <u>30,500<sup>00</sup></u>	\$ <u>30,500<sup>00</sup></u>
3.	Earthfill	C.Y.	500	\$ <u>10<sup>00</sup></u>	\$ <u>5,000<sup>00</sup></u>
4.	Excavation	C.Y.	206,000	\$ <u>1<sup>28</sup></u>	\$ <u>316,680<sup>00</sup></u>
5.	Overexcavation of Unsuitable Subgrade Material	C.Y.	10,000	\$ <u>5<sup>00</sup></u>	\$ <u>50,000<sup>00</sup></u>
6.	Subgrade Preparation	S.F.	382,512	\$ <u>.15</u>	\$ <u>57,376<sup>80</sup></u>
7.	Expose and Prepare Existing Geomembrane	L.F.	1,470	\$ <u>5<sup>80</sup></u>	\$ <u>8,526<sup>00</sup></u>
8.	Perimeter Anchor Trench	L.F.	1,330	\$ <u>6<sup>50</sup></u>	\$ <u>8,645<sup>00</sup></u>
9.	Drainage Gravel	C.Y.	5,620	\$ <u>27<sup>50</sup></u>	\$ <u>154,550<sup>00</sup></u>
10.	3" Diameter SDR 15.5 HDPE Pipe	L.F.	825	\$ <u>9.40</u>	\$ <u>7,755<sup>00</sup></u>
11.	6" Diameter SDR 15.5 HDPE Pipe	L.F.	820	\$ <u>8<sup>50</sup></u>	\$ <u>6,970<sup>00</sup></u>
12.	Geosynthetic Clay Liner	S.F.	400,000	\$ <u>.518</u>	\$ <u>207,200<sup>00</sup></u>
13.	60 mil Single Sided Textured HDPE Geomembrane	S.F.	405,000	\$ <u>.395</u>	\$ <u>159,975<sup>00</sup></u>
14.	8 oz/sy Nonwoven Geotextile	S.F.	384,000	\$ <u>.143</u>	\$ <u>54,912<sup>00</sup></u>
15.	Geocomposite (geotextile-geonet-geotextile)	S.F.	5,000	\$ <u>.75</u>	\$ <u>3,750<sup>00</sup></u>
16.	Plywood Temporary Termination	L.F.	1,210	\$ <u>3<sup>50</sup></u>	\$ <u>4,235<sup>00</sup></u>
17.	18" Base Operations Layer	C.Y.	15,200	\$ <u>2<sup>40</sup></u>	\$ <u>36,480<sup>00</sup></u>
18.	2' Side Slope Operations Layer	C.Y.	6,900	\$ <u>3<sup>00</sup></u>	\$ <u>20,700<sup>00</sup></u>
19.	Aggregate Base	Tons	245	\$ <u>25<sup>00</sup></u>	\$ <u>6,125<sup>00</sup></u>
20.	24" Diameter CPE Pipe	L.F.	80	\$ <u>31<sup>25</sup></u>	\$ <u>2,500<sup>00</sup></u>
21.	Supplemental Funds	L.S.	L.S.	\$125,000.00	\$ 125,000.00
				<b>Subtotal (A)</b>	<b>\$ <u>1,379,379.80</u></b>

**LF 2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION  
AT THE FINK ROAD LANDFILL**

**ENGINEER'S ESTIMATE (Cont'd)**

**Optional Subdrain System**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>ESTIMATED QUANTITY</u>	<u>ITEM PRICE (IN FIGURES)</u>	<u>TOTAL (IN FIGURES)</u>
22.	3" Diameter SDR 15.5 HDPE Pipe	L.F.	520	\$ <u>6<sup>00</sup></u>	\$ <u>3,120<sup>00</sup></u>
23.	Geocomposite Lateral Drains	L.F.	200	\$ <u>6<sup>00</sup></u>	\$ <u>1,200<sup>00</sup></u>
24.	Drainage Gravel	C.Y.	175	\$ <u>39<sup>60</sup></u>	\$ <u>6,930<sup>00</sup></u>
25.	Catch Basin	L.S.	L.S.	\$ <u>969<sup>00</sup></u>	\$ <u>969<sup>00</sup></u>
26.	12" Diameter SDR 15.5 HDPE Pipe	L.F.	115	\$ <u>16<sup>55</sup></u>	\$ <u>1,903<sup>25</sup></u>
27.	Trench Excavation	L.F.	520	\$ <u>6<sup>00</sup></u>	\$ <u>3,120<sup>00</sup></u>
28.	8 ox/sy Nonwoven Geotextile	S.F.	6,760	\$ <u>.20</u>	\$ <u>1,352<sup>00</sup></u>
<b>Option Total (B)</b>					\$ <u>18,594<sup>25</sup></u>
<b>Grand Total (A &amp; B)</b>					\$ <u>139,7974.<sup>05</sup></u>

ADDENDUM NO. 1 DATED 5/3/01 DATE RECEIVED 5/5/01 INITIALS VB  
 ADDENDUM NO. 2 DATED 6-1-01 DATE RECEIVED 6-1-01 INITIALS VB  
 ADDENDUM NO. 3 DATED 6-6-01 DATE RECEIVED 6-6-01 INITIALS VB  
4 6-8-01 6-11-01 VB

CONTRACTOR Wood Bros., Inc.

ADDRESS 14147 18th Ave/PO Box 216  
Lemoore, Ca. 93245

PHONE (559) 924-7715 FAX (559) 924-4595

The undersigned also agrees as follows:

1. Within eight (8) working days from date of the notice of acceptance of proposal, the Contractor shall execute the contract and furnish to the Board of Supervisors of Stanislaus County satisfactory insurance and contract bonds guaranteeing the faithful performance of the work and General Conditions thereto.

2. To begin work on the date specified in the Notice to Proceed and to prosecute said work in such a manner as to complete it within

**"FIFTY FIVE (55) WORKING DAYS"**

*60 per addendum 2*

The work shall be so scheduled that existing facilities shall not be disrupted, but shall remain in continuous operation on present schedules.

Accompanying this proposal is a bidder's bond issued by a California admitted surety, certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal, made payable to Stanislaus County, which bond or check is to be retained as liquidated damages should the undersigned be awarded the contract and fail to execute the contract and furnish satisfactory bonds according to the conditions herein specified; otherwise said bidder's bond or check will be returned.

Dated: 6/6/01

Bidder: Wood Bros., Inc.

By:  - secretary

Address: 14147 18th Ave./PO Box 216 Lemoore, Ca. 93245

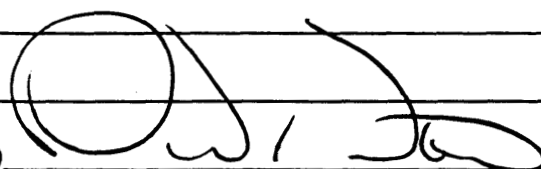
Telephone: (559) 924-7715 Classification A License 558257

License Expiration Date: 2/24/03

If incorporated, President, Secretary or Treasurer should sign as such. if partnership, by all partners thereto.

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of half of one percent of his total bid or \$10,000, whichever is greater, in accordance with the subletting and Subcontracting Fair Practices Act, commencing the Section 4100 of the Public Contract Code. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

TYPE OF SUBCONTRACTOR	LICENSE NO.	NAME & ADDRESS
1. <u>surveying</u>	<u>5271</u>	<u>Cranston - Coalinga</u>
2. <u>water truck</u>		<u>Atkins - Bakersfield</u>
3. <u>liner</u>	<u>733203</u>	<u>D+E - Visalia</u>
4. <u>trucking / materials</u>		<u>Terry Johnson - Coalinga</u>
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		
15. _____		

(Signed)  \_\_\_\_\_  
Contractor

Wood Bros., Inc.  
Donald T. Wood - Secretary  
Printed or Typed Name



State of California \* Department of General Services \* Gray Davis, Governor

## PROCUREMENT DIVISION

Office of Small Business Certification and Resources

1531 I Street, Second Floor \* Sacramento, California 95814-2016 \* (916) 323-5478

SB APP 20010530

May 30, 2001

REF# 0023383

ADKINS WATER TRUCK SERVICE  
2206 SAN MARINO DR  
BAKERSFIELD CA 93309

Dear Business Person:

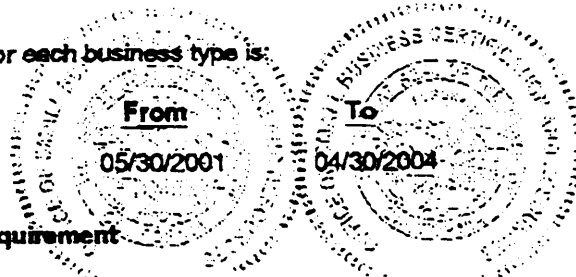
Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

### Certification period

Your certification period for each business type is:

Industry

SERVICE



### Annual Submission Requirement

To maintain your certified status, you must annually submit to the OSBCR proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

### Proof of Annual Receipts

Submit to the OSBCR a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

### Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

### Prompt Payment Rubber Stamp

**WOMEN & MINORITY BUSINESS ENTERPRISE (WMBE)  
CLEARINGHOUSE**

**CERTIFICATE OF ELIGIBILITY**

VERIFICATION EXPIRATION DATE: 06/05/2004

The Women & Minority Business Enterprise (WMBE) Clearinghouse hereby certifies that it has audited and verified the eligibility of **ADKINS WATER TRUCK SERVICE** of **BAKERSFIELD, CA** as a MBE pursuant to California Public Utilities Commission (CPUC) General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within thirty (30) days upon any changes of ownership or control. The Clearinghouse may reconsider WMBE status if it is determined that such status was obtained by false, misleading or incorrect information. Failure to comply may violate Section 8285 of the Public Utilities Code cited in the Verification Application which can result in a denial of eligibility. Deverification may occur if, in a formal opinion, the California Public Utilities Commission determines that a WMBE Verification criterion under which eligibility was awarded becomes invalid. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the WMBE Clearinghouse at (800)869-7385 in Los Angeles and (800)359-7998 in San Francisco.

VON: 16N0022

June 5, 2001

**STANISLAUS COUNTY**

**NON-DISCRIMINATION OF THE HANDICAPPED**

POLICY STATEMENT

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of Stanislaus County that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs and meetings open to the public to people with disabilities.

In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

3.21.2.1.1.1.1.1 CERTIFICATION

Each agency, organization, or person seeking a bid, contract or agreement with Stanislaus County shall sign a Certification of Compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

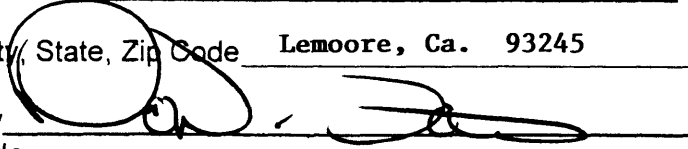
**CERTIFICATION OF BIDDER REGARDING  
NON-DISCRIMINATION OF THE HANDICAPPED**

The bidder hereby certifies that he/she/it is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

Name of Bidder Wood Bros., Inc.

Business Address 14147 18th Ave/PO Box 216  
Lemoore, ca. 93245 Telephone 559 924-7715

City, State, Zip Code Lemoore, Ca. 93245

By   
Title Secretary  
(Signature)

Printed Name Donald T. Wood

Date 6/6/01

To the County of Stanislaus, Public Works Department,

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



## AGREEMENT

This Agreement, made this \_\_\_\_\_, 20\_\_\_\_,  
by and between Wood Bros., Inc.,  
hereinafter called "Contractor", and the County of Stanislaus, State of California,  
hereinafter called "County".

### WITNESSETH

#### ARTICLE I

The Contractor will provide all the materials, tools, equipment and labor and perform all the work necessary to complete in a good workmanlike manner

#### **LF-2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION AT THE FINK ROAD LANDFILL**

as set forth in the Proposal of the Contractor and in accordance with the bid, Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, bonds, addenda, and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

#### ARTICLE II

All of the work included in this contract is to be performed under the direction of the County, and in conformity with the true construction and meaning of the contract, as determined solely by the County.

#### ARTICLE III

No alterations in the work shall be made except upon written order of the County. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be stated in said order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the work, which do not exceed \$500.00 may be ordered in writing by the Director of the Department of Public Works of the County of Stanislaus.

#### ARTICLE IV

The Contractor shall commence the work within five (5) calendar days after the date specified in the Notice to Proceed given to him, and shall prosecute said work in a prompt, diligent and workmanlike manner. The Contractor shall complete the work within

#### **SIXTY (60) WORKING DAYS"**

of the date of the Notice to Proceed, unless extension or suspension of the work is agreed to in writing by the County. Time is of the essence in this Agreement.

#### ARTICLE V

The County agrees to pay and the Contractor agrees to receive and accept the unit prices contained in his proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement.

The County shall pay to the Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety percent (90%) of the cost of the work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of ten percent (10%) of the contract price shall be due the Contractor 35 days after acceptance of the work, provided that the Contractor furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 35 day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies, which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

#### ARTICLE VI

Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract work. Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

## ARTICLE VII

The Contractor shall take out, and maintain during the life of the contract, insurance policies as described in Section 2.16 of the General Conditions of the contract documents.

## ARTICLE VIII

The Contractor shall indemnify, defend, and save harmless Stanislaus County and all officers and employees thereof connected with the work from all claims, suits or actions of every name, kind and description, brought forth or on account of injuries to or death of any person, including, but not limited to, workmen and the public, or damage to property resulting from the performance of the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

The Contractor waives any and all rights to any type of express or implied indemnity against the County, its officers or employees.

## ARTICLE IX

When the work is completed and ready for final inspection, the Contractor shall notify the County, which shall make such final inspection within five (5) days after notice.

If the County shall approve the work and find that the work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

## ARTICLE X

The Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works, and Sections 2.13, 2.18, 2.19, 2.20, 2.21, and 2.22 of the General Conditions are hereby referred to and incorporated herein as if fully set forth. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates.

## ARTICLE XI

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the Director of the Department of Public Works.

## ARTICLE XII

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

## ARTICLE XIII

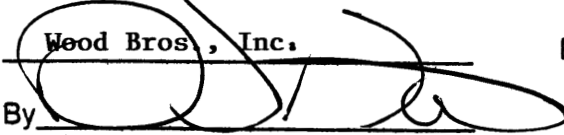
Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

## ARTICLE XIV

Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Director of the Department of Public Works.

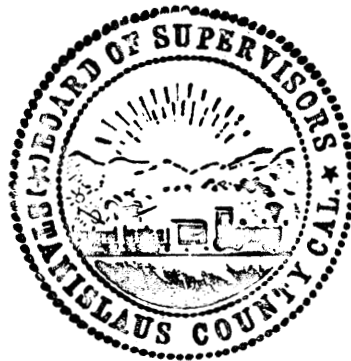
In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

CONTRACTOR

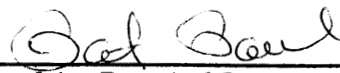
Wood Bros., Inc.  
By 

Donald T. Wood-Secretary  
(Title)

Federal Employer ID No.  
77-2021650

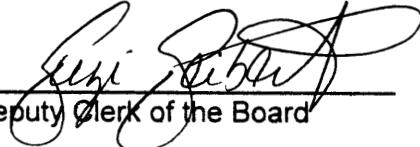


COUNTY OF STANISLAUS

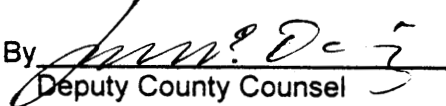
By   
Chair of the Board of Supervisors

ATTEST:

CHRISTINE FERRERO TALLMAN,  
Clerk of the Board of Supervisor  
in the County of Stanislaus,  
State of California

By   
Deputy Clerk of the Board

APPROVE AS TO FORM  
MICHAEL H. KRAUSNICK

By   
Deputy County Counsel  
John P. Doering  
Deputy County Counsel

(NOTE: the Contractor must acknowledge the agreement before a Notary Public.)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

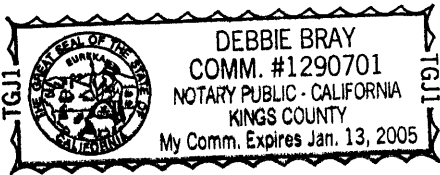
State of California

County of Kings

On August 29, 2001 before me, Debbie Bray-Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Donald T. Wood,  
Name(s) of Signer(s)

personally known to me – **OR** –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debbie Bray  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Agreement

Document Date: August 29, 2001 Number of Pages: 5

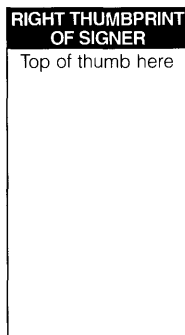
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Donald T. Wood

- Individual
- Corporate Officer  
Title(s): Secretary
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

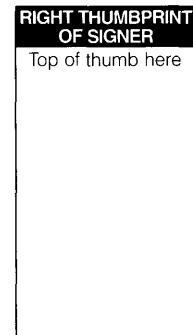
Signer Is Representing:  
Wood Bros., Inc.



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



## **SPECIAL PROVISIONS**

### **1.00 INFORMATION FOR BIDDERS.**

**1.01 DATE AND PLACE FOR OPENING PROPOSALS.** Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of Stanislaus County.

At the place and time set forth in said notice, they will be publicly opened and read. The awarding of the contract, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

**1.02 PRINTED FORM OF PROPOSALS.** All proposals must be made upon the blank Form of Proposal attached hereto, and should give the price data in figures, and must be signed by the bidder. In accordance with the directions in the Form of Proposal, in order to insure consideration the proposal should be enclosed in a return envelope furnished by the bidder, and plainly marked: Proposal For

### **LF-2, CELL NO. 3, PHASE 2 BASE LINER SYSTEM CONSTRUCTION AT THE FINK ROAD LANDFILL**

and addressed to the Board of Supervisors of Stanislaus County, City/County Administration Building, 1010 10th Street, Modesto, California 95354. No bid may be withdrawn within 30 days after time of opening.

**1.03 OMISSIONS AND DISCREPANCIES.** Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should he be in doubt as to their meaning, he should at once notify the Engineer who may send a written instruction to all bidders.

**1.04 ACCEPTANCE OR REJECTION OF PROPOSALS.** The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal, which is incomplete, obscure, or irregular, may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal, which omits a bid on any one or more items in the price sheet, may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal, which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board of Supervisors reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board.

**1.05 CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND.** All proposals shall be accompanied by cash, a certified check, certified to by some responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those, which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days.

**1.06 ACCEPTANCE OF PROPOSALS AND ITS EFFECT.** Within 30 days after the opening of the proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be notice in writing signed by a duly authorized representative of the Board of Supervisors, and no other act of the Board of Supervisors shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Paragraph 1.07. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors.

**1.07 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE.** Any bidder whose proposal shall be accepted will be required to execute the contract within 15 days after the date that the contract documents are mailed to him by the Department of Public Works. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the General Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

**1.08 DETERMINATION OF LOW BIDDER.** Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the bidder who has submitted the lowest responsible bid determined by lowest unit price based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.



**1.09 TIME FOR BEGINNING AND COMPLETING THE WORK.** The Contractor shall commence the work within five (5) calendar days after the date specified in the Notice to Proceed given to him by the Board of Supervisors to commence work, and he shall complete the work within the specified time. The date of the Notice to Proceed shall constitute the first working day.

**1.10 PRICES.** The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

**1.11 INTERPRETATION OF ADDENDA.** Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Director of Public Works, 1100 "H" Street, Modesto, California 95354.

**1.12 RIGHT TO MAKE CORRECTIONS.** The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

**1.13 SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS.** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.13 without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies, which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

**2.00 GENERAL CONDITIONS.**

**2.01 OWNER.** The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

**2.02 BOARD.** The term "Board", where used herein, shall mean the Board of Supervisors of the County of Stanislaus, California.

**2.03 ENGINEER.** The Director of Public Works shall supervise and be responsible for the work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Director of Public Works of Stanislaus County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**2.04 CONTRACTOR.** The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the work described and specified herein has been awarded to by the Board.

**2.05 SUBCONTRACTOR.** The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the work or portion of the work described and specified herein.

**2.06 WORK.** The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

**2.07 CONTRACT DOCUMENTS.** The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

**2.08 DOCUMENT CLARITY.** The Contractor's attention is directed to the following requirement:

Government Code 27361.7 - Requirement that document will reproduce readable photographic record substitution of legible original document or preparation of true copy of first document:

Whenever the text of a document presented for record may be made out but is not sufficiently legible to reproduce a readable photographic record, the Recorder may require the person presenting it for record to substitute a legible copy of the first document by handwriting or typewriting and attach the same to the original as part of the document for making the permanent photographic record. The handwritten or typewritten legible copy shall be certified by the party creating the copy under penalty of perjury as being a true copy of the original. As used in this section, the word "text" includes the notary seal, certificates and other appendices, thereto.

**2.09 COMPLETE CONTRACT.** The complete contract consists of all of the contract documents.

**2.10 PLANS AND SPECIFICATIONS.** The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

**2.11 AGREEMENT.** The Contractor to whom the work is awarded shall, within eight days after receipt of the contract documents as mailed by the Department of Public Works, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

**2.12 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES.** Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the work.

**2.13 PERMITS AND LICENSES.** All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, except those secured by Stanislaus County and so noted.

**2.14 INSPECTION OF WORK.** A representative of the Owner shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County Department of Public Works regulations wherein the County's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

**2.15 BONDS.** The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. The contractor shall furnish a bid bond with his proposal equal in value to ten (10%) of his total bid. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds shall be notarized.

## **2-16 INSURANCE.**

### **A. Indemnity**

The Contractor shall indemnify, defend, and save harmless the County of Stanislaus, its officers, agents, and employees, from any and all claims, demands, suits, and legal actions of any kind or nature including all costs, attorneys' fees, and expenses incurred therefrom; whether arising before or after final acceptance of this contract/agreement; and whether in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, omission, active or passive negligence of the Contractor or of anyone acting under the Contractor's direction and control. The Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any said liability caused solely by the negligence of the County of Stanislaus.

### **B. Minimum Scope of Insurance:**

Insurance coverage shall be at least as broad as:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission to act by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability Insurance:

Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than One Million Dollars (\$1,000,000) per accident, and providing property damage liability of no less than One Hundred Thousand Dollars (\$100,000) per accident.

3. Workers' Compensation Insurance:

Workers' Compensation insurance as required by the Labor Code of the State of California.

### **C. Labor Code Certification:**

In signing this contract, the Contractor makes the following certification, required by Section 1861 of the California Labor Code. I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workmen's 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.

**D. Deductibles, Self-Insured Retentions, Named Insureds:**

Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the Consultant shall provide a bond, cash or letter of credit guaranteeing payment of the self-insured retention, deductible, or payment of any and all costs, losses, related investigations, claim administration and defense expenses.

**E. Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The Contractor shall provide a specific endorsement naming the County and County's officers, officials, employees, and volunteers as insureds regarding: liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; services, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County or County's officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County or County's officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the County and County's officers, officials, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

3. All Coverages:

Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County.

**F. Acceptability of Insurers:**

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a Best's rating of no less than A-VII.

**G. Verification of Coverage:**

At the time required for the submittal of executed bonds and signed agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

**H. Subcontractors:**

Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

**I. Insurance Limits Do Not Limit Contractor Liability:**

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

**2.17 ASSIGNMENT OF CONTRACT.** The Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

**2.18 EIGHT-HOUR DAY.** The time of service of any laborer, workman, or mechanic employed upon any of the work herein specified is limited and restricted to eight (8) hours during any one calendar day, and 40 hours during any one calendar week, except that work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day and not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall forfeit, as a penalty to the owner \$25.00 for each laborer, workman or mechanic employed in the execution of this contract by him or by any subcontractor under him, upon any public work herein specified for each calendar day or week during which any laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and said sums and amount which shall have been so forfeited pursuant to this paragraph and said provisions of said Labor Code shall be withheld and retained from payment due to the Contractor under this contract, pursuant to this contract and the said terms of said Code; but no sums shall be so withheld, retained, or forfeited

except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by said Board.

**2.19 PREVAILING WAGES.** The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the County of Stanislaus, \$25.00 for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of the contract. The Contractor is required to post a copy of these prevailing wage rates on the job site.

The County will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the County on the contract.

**2.20 PAYROLLS AND BASIC RECORDS.** The Contractor shall meet the requirements of Section 7-1.01A(3), "Payroll Records", of the State of California Standard Specifications. The Contractor shall be responsible for compliance by his subcontractors.

**2.21 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

**2.22 STANDARD SPECIFICATIONS AND CODES.** All work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes, which are herein, named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

Stanislaus County Ordinance Code Title 16 (Uniform Building Code,  
1991 Edition)

Stanislaus County Ordinance Code Title 16 (Uniform Plumbing Code, 1991 Edition)

Stanislaus County Ordinance Code Title 16 (National Electric Code, 1990 Edition)

Stanislaus County Ordinance Code Title 16 (Uniform Mechanical Code, 1992 Edition)

Standard Specifications of the California Business and Transportation Agency, Department of Transportation, 1992

Stanislaus County Improvement Standards

Title 24 Cal State Building Code

**2.23 TAXES.** Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

**2.24 TIME FOR COMPLETION AND LIQUIDATED DAMAGES.** The work to be performed under this contract shall be completed within

**“FIFTY FIVE (55) WORKING DAYS”**

from the date of Notice to Proceed. Should the Contractor fail to complete this contract and the work provided for therein within the fixed time for such completion, the parties hereto agree that it would be impracticable or extremely difficult to fix the actual damage, and therefore agree that the Contractor shall be liable to the Owner and may be assessed by the Owner in the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER DAY** for each calendar day this contract is delayed beyond the time of completion above agreed upon by failure of the Contractor to complete the contract as specified. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any other claim for damage because of such delay, and shall not be construed as a penalty.

**2.25 PREFERENCES.** Price and quality being equal, preference shall be given by the Contractor to Stanislaus County products.

**2.26 DEFECTS IN WORK.** The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.



**2.27 DEVIATION FROM PLANS AND SPECIFICATIONS.** No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade or replaced. In the event that the work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

**2.28 BRANDS.** Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have 35 days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may furnish any equal material, product, thing or service. The successful bidder shall have thirty-five (35) days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

**2.29 NEW MATERIALS.** All materials used in the work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the work. All work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

**2.30 ABANDONMENT OF WORK.** Should the Contractor abandon the work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, or performs the work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to

receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

**2.31 OCCUPANCY OF BUILDING.** The Owner reserves the right to occupy or use any part or parts or the entirety of the building or project upon, which the work is to be performed during the performance of the work. The exercising of this right shall in no way constitute an acceptance of such part or parts of the work, nor shall it in any way effect the date and time when the work is to be completed, nor shall it in any way prejudice the Owner's rights in the Contractor any bond guaranteeing the same; this contract is to be deemed completed only when all of the work contracted for shall be duly and properly performed and accepted by the Board.

**2.32 EXTENSION OF TIME.** If it appears to the Contractor that he will not complete the work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

**2.33 SUSPENSION OF WORK.** Should the Owner, for any cause, authorize a suspension of work, the time of such suspension will be added to the time allowed for completion. Suspension of work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the work as above required.

**2.34 JUSTIFIABLE DELAYS.** The Contractor shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.31 of these General Conditions, and if the Board finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the Board may at its option, rescind said contract and pay said Contractor for the reasonable value of the work completed and let a new contract for the completion of the remainder of the work herein specified.

**2.35 PATENTS AND ROYALTIES.** If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

**2.36 EXAMINATION OF SITE.** The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the work is to be performed. No allowance or claims on his behalf will be made for any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

**2.37 DAMAGE TO OTHERS.** The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

**2.38 SURVEYS AND GRADES.** The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set supplemental posts for detailed construction needs.

**2.39 SHOP DRAWINGS.** The Contractor shall furnish two (2) copies of shop drawings for all steel, miscellaneous iron, electrical and sheet metal work at such time as to cause no delay in his own or other person's work. The Engineer shall, with reasonable promptness, check the drawings, making corrections, and return them for fabrication; two (2) copies of the corrected drawings used for fabrication shall be returned to the Engineer. The drawings shall not relieve the Contractor from any errors made in fabrication or deviation from original plans and specifications unless such deviation has been specifically permitted in writing by the Director of the Department of Public Works.

**2.40 CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. The Director of Public Works shall decide all questions arising under this article.

**2.41 CHANGES IN WORK.** The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the project.

The value of such extra work or change shall be determined in one or more of the following ways:

- A. By estimate and acceptance in a lump sum;
- B. By unit prices named in the contract or subsequently agreed upon;

C. By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of work required by that change order. Furthermore, the amount agreed upon as the value of extra work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of Contractor for delays occasioned by or in any way arising out of stoppage of the work, coordination of the work with others, or processing of that change order.

**2.42 CLEANING UP.** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors as the authorized representative shall deem just.

**2.43 SUPERVISION.** The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

**2.44 APPRENTICESHIP STANDARDS.** This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of

approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

A. When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the 90 days prior to the request for certificate; or

B. When the number of apprentices in training in the area exceeds a ratio of one to five; or

C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or

D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employees registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**2.45 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S. C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700) or Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**2.46 EQUAL EMPLOYMENT OPPORTUNITY.** Contractor agrees for the duration of this contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the County.

**2.47 HANDICAPPED NON-DISCRIMINATION.** This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 794), and all requirements imposed by the applicable office of Revenue Sharing Regulations (31CFR Part 51) and all guidelines and interpretations issued thereto. In this regard, the County and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

**2.48 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM.** In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation:

A. The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.

B. For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

#### **2.49 CONTRACTS WHICH INVOLVE DIGGING TRENCHES OR EXCAVATIONS.**

Note the required language in Public Contract Code Section 7104 concerning contracts, which involve digging trenches or excavations;

Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

A. That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

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

2. Subsurface or latent physical conditions at the site differing from those indicated.

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

B. That the public entity 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.

C. That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date

provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

**2.50 ARBITRATION** The last paragraph in Section 9-1.10, "Arbitration," of the Standard Specifications is amended to read.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.

**2.51 NOTICE OF POTENTIAL CLAIM** Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read:

**9-1.04 Notice of Potential Claim** The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 9-1.04 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, "Changes," or Section 8-1.06, "Time of Completion," or the notice provisions in Section 5-1.116, "Differing Site Conditions," or Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed



or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 9-1.04 that differences between the parties arising under and by virtue of the contract are brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

**2.52 FINAL PAYMENT AND CLAIMS** Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read:

**9-1.07B Final Payment and Claims.** --After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum so found to be due.

Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the Engineer receives the information or details no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

\_\_\_\_\_  
(name)

\_\_\_\_\_ of  
(title)

\_\_\_\_\_  
(company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated \_\_\_\_\_

/s/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day

of \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

The District Director of the District, which administers the contract, will make the final determination of any claims, which remain in dispute after completion of claim review by the Engineer. A board or person designated by said District Director will review such claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

**2.53 SUPPLEMENTAL WORK** A Supplemental Work item may be included in the contract to cover modifications to the work necessitated by field conditions. The amount of expenditure under this item may vary from zero to the total amount of the item. This amount may constitute the sum of several modifications. The engineer will notify the Contractor in writing when portion of the work being performed will be paid for under this item.

**SECTION 3. (BLANK)**

**SECTION 4. (BLANK)**

**SECTION 5. (BLANK)**

**SECTION 6. (BLANK)**

**SECTION 7. (BLANK)**

**SECTION 8. MATERIALS**

## **SECTION 8-1.**

### **TESTING**

**8-2.00 COMPACTION.** Relative compaction shall be determined by Calif. Test 231 utilizing the nuclear gauge. Calif. Test 231 shall be modified to use 30-second counts or one-minute counts at the option of the Engineer. Five 30-second warm-up counts shall be used instead of ten one-minute warm up counts for testing with 30-second counts.

Section "B" of Calif. Test 231 shall be amended as follows:

At the discretion of the Engineer, a guide plate measuring approximately 9-3/4" x 14" x 3/16" may be substituted for the standard plate. Additionally, a sliding sleeve impact hammer which incorporates a 13/16" diameter pin, and is manufactured specifically for use with a nuclear gauge and guide plate, may be used in lieu of Standard driving pin.

Part 2 of Calif. Test 216 shall be modified as follows:

1. An automatic compactor may be used in lieu of standard hand compaction methods. The compactive effort in either case shall be the same.
2. A split cylindrical mold that is 1' 3" in height may be substituted for the standard mold.

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## **DIVISION 1**



## SECTION 01010

### SUMMARY OF WORK

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. This section supplements the requirements specified in the General Conditions and Supplementary Conditions. If the requirements of this section and conditions noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
  
- B. Section Includes:
  - 1. Project location and access
  - 2. Scope of work
  - 3. Other work
  - 4. Construction elements
  - 5. Existing site conditions
  - 6. Construction Drawings
  - 7. Time of completion
  - 8. Manufacturers' specifications and instructions
  - 9. Work quality
  - 10. Field measurement
  - 11. Access to work

## 1.02 PROJECT LOCATION AND ACCESS

### A. Project Location:

1. The Project Site (also referred to in the Contract Documents as "Site," "Site of the Work," or "Job Site") is located 3.5 miles west of Crows Landing, near the intersection of Fink Road and Interstate 5.
2. The site is comprised of three separate landfill units. Waste management unit LF-1 is an existing Class III landfill that has been closed, waste management unit LF-2 is an operating Class III landfill, and waste management unit LF-3 is operating Class II landfill. Interstate 5 bounds the site to the east, Fink Road bounds the site to the north, developed farmland bounds the site to the south and undeveloped terrain bounds the site to the west.

### B. Access:

1. The site may be accessed from Fink Road. The Contractor should note that access restrictions exist for the site and that he, his subcontractors, or material suppliers shall comply with such restrictions during the Project.

## 1.03 SCOPE OF WORK

- ### A.
- The Work included in the Contract is primarily site work related to the installation of the base liner system in LF-2, Cell No. 3 Phase 2 Expansion Area. The Work is more fully detailed in the Specifications and the Construction Drawings included herein.

### B. Principal Features:

#### LF-2, Cell No. 3, Phase 2 Construction

1. Mobilization of equipment and labor.
2. Excavation and placement of earthfill in LF-2, Cell No. 3, Phase 2 area only.
3. Stockpile excess soil.
4. Excavate primary and secondary LCRS trench.
5. Install subdrain system (if necessary).
6. Placement of secondary geomembrane in lysimeter trench.

7. Placement of HDPE pipe and drainage layer material in lysimeter trench.
  8. Expose/prepare existing LF-2, Cell No. 2 geomembrane liner.
  9. Construction anchor trenches for geosynthetics.
  10. Preparation of slope and base subgrade for geosynthetic clay liner (GCL) and geomembrane placement.
  11. Place GCL and geomembrane.
  12. Install gravel drainage layer on base.
  13. Install Leachate Collection and Removal System (LCRS) piping and associated drainage material.
  14. Install geotextile on base and side slopes.
  15. Construct base and sideslope operations layer.
  16. Install overside drain.
  17. Construct aggregate base access road.
  18. Demobilize equipment.
- C. The Base Bid includes all work necessary for complete installation of LF-2, Cell No. 3, Phase 2 base liner.
- D. The above description of the Work is for general information only, and in no way limits the responsibility of the Contractor for accomplishing the Work in strict accordance with the Contract Documents.
- E. Environmental Observations: The Work shall be performed in strict accordance with applicable local, state, and federal environmental protection regulations.

#### **1.04 OTHER WORK**

- A. The Owner intends to conduct landfilling operations, in areas adjacent to the construction location. The Contractor will avoid interfering with ongoing landfill and construction operations. In the event of actual or potential conflict, the Contractor will coordinate with Stanislaus County to resolve any issues.

## 1.05 CONSTRUCTION ELEMENTS

- A. Contractor shall submit a construction workplan and schedule that incorporates all elements of the Work.
- B. To coordinate the Work or to address specific issues, the Contractor will be required to attend and participate in weekly construction coordination meetings. The CQA Officer will conduct the meeting and prepare meeting minutes. The purpose of these meetings is to bring to the attention of the Contractor, the Specification requirements, including quality control, and safety considerations of a particular phase of the Work prior to initiation of the activities. The Contractor will be notified of the item(s) to be discussed and shall attend the meetings; and be prepared to outline the approach to the Work, the time frame involved, both calendar time and shifts, the type and number of personnel and equipment to be used, and any special material required. The Engineer will review with the Contractor the Specifications, quality control requirements, and safety concerns involved.
- C. Elements of Work:

### LF-2, Cell No. 3, Phase 2 Construction

- 1. Mobilization of equipment and labor
- 2. Excavation and placement of earthfill in Phase 2 area
- 3. Stockpile excess soil
- 4. Excavate primary and secondary LCRS trench
- 5. Install subdrain system (if necessary)
- 6. Placement of secondary geomembrane in lysimeter trench
- 7. Placement of HDPE pipe and drainage layer material in lysimeter trench
- 8. Expose/prepare existing LF-2, Cell No. 2 geomembrane liner
- 9. Construct anchor trenches for geosynthetics
- 10. Prepare slope and base subgrade for geosynthetic clay liner (GCL) and geomembrane placement
- 11. Place base and sideslope GCL and geomembrane
- 12. Install gravel drainage layer on base

13. Install LCRS piping
14. Install geotextile on base and side slopes
15. Construct operations layer
16. Construct aggregate base access road
17. Demobilize equipment

## **1.06 EXISTING SITE CONDITIONS**

- A. The Contractor is advised that there are existing groundwater and gas monitoring wells and lysimeters on the Project Site. The Contractor shall be responsible for the repair or replacement of any monitoring wells or other existing facilities and equipment that are not to be decommissioned per the plans and damaged by the Contractor's personnel, equipment, subcontractors, or material suppliers.
- B. The Contractor is advised that the construction of this Project may entail working in, on, or adjacent to buried refuse. As buried organic materials decompose anaerobically, they generate landfill gas. The gas normally consists of about 45 percent carbon dioxide (CO<sub>2</sub>), 55 percent methane (CH<sub>4</sub>), and other gases depending on the composition of the buried materials. Occasionally, hydrogen sulfide (H<sub>2</sub>S) or other toxic gases have been encountered at some landfills, even though the sites were not classified as hazardous waste disposal sites.
- C. The landfills are permitted by the State and currently operate as Class II and Class III landfills, which allows for the disposal of nonhazardous solid waste as defined in Title 27 of the California Code of Regulations. Notwithstanding the above, the Owner cannot guarantee that toxic or hazardous materials or vapors will not be encountered by the Contractor during the performance of this Project.

## **1.07 CONSTRUCTION DRAWINGS**

- A. A list of Construction Drawings, with Titles, is given in the Table of Contents of these Contract Documents under "Construction Drawings."
- B. Where "as shown," "as detailed," "as noted," or words of like meaning are used in the Contract Documents, it shall be understood that reference is being made to the Construction Drawings unless otherwise specified.

## **1.08 TIME OF COMPLETION**

- A. The Contractor shall commence Work under this Contract on a date to be specified in a written "Notice to Proceed" from the Owner, and shall complete all of the Work in accordance with the Bid Documents.
- B. Final completion of all the Work, including any delay for winterization, removal of temporary facilities, restoration, Contract closeout and final cleanup, not later than **November 15, 2000**.
- C. Extensions of the Contract Time, authorized by Change Order, will extend the completion date specified.
- D. If approval from the CRWQCB for use of the geosynthetic lining systems is delayed, appropriate extension of contract time will be made.

## **1.09 MANUFACTURERS' SPECIFICATIONS AND INSTRUCTIONS**

- A. Unless otherwise indicated or specified, all manufactured materials, products, processes, equipment, or the like, shall be installed or applied in accordance with the manufacturers' instructions, directions, and specifications. Said installation or application shall be in accordance with printed instructions furnished by the manufacturer of the material or equipment concerned for use under conditions similar to those at the Site. Two copies of such instructions shall be furnished to the Engineer and his acceptance thereof obtained before work is begun.
- B. Any deviation from the manufacturers' printed recommendations shall be explained and acknowledged as correct for the circumstances, in writing, by the particular manufacturer. The Contractor will be held responsible for all installations not conforming to the manufacturers' recommendations. If any item of material or equipment is found to be installed not in accordance with the manufacturer's recommendations, the Contractor shall make all changes necessary to achieve such conformance.

## **3.22 WORK QUALITY**

- A. Shop and fieldwork shall be performed by mechanics and workers skilled and experienced in the fabrication and installation of the work feature involved. All Work under this Contract shall be performed in accordance with the best practices of the various trades involved and in accordance with the Construction Drawings, reviewed and approved shop drawings, and these Specifications.

- B. Work shall be erected and installed plumb, level, square and true, or true to indicated angle or slope, in proper alignment and relationship to the work of other trades, and to the lines and grades shown on the Construction Drawings. Finished work shall be free from defects and damage.
- C. The Engineer reserves the right to reject any materials and work quality which are not considered to be up to the general standards of the various trades involved, and in conformance with the Construction Drawings and Specifications. Such inferior material or work quality shall be repaired or replaced, as directed, at no additional cost to the Owner.

### **3.23 FIELD MEASUREMENT**

- A. Owner shall provide control points required for layout of the Work included in this Contract. Contractor shall retain a California Land Surveyor to provide staking for layout, performance, measurement of quantities, and verification of the Work, as described in Section 01052 of these Specifications.

### **3.24 ACCESS TO WORK**

- A. The authorized representatives of the following agencies will also have the right of access to inspect the Work covered by these Contract Documents during the performance of this Contract:
  - 1. Regional Water Quality Control Board, Central Valley Region
  - 2. California Integrated Waste Management Board
  - 3. County of Stanislaus, Department of Environmental Management
  - 4. County of Stanislaus, Department of Public Works
  - 5. County of Stanislaus, Department of Health Services
  - 6. Other Local, State, and Federal Agencies
- B. These inspections may be performed in the presence of the Engineer. Reasonable facilities for the proper handling and inspection of the materials and the Work shall be furnished by the Contractor.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

END OF SECTION –01010



## SECTION 01019

### MOBILIZATION AND DEMOBILIZATION

#### PART 1 - GENERAL

##### 3.01 SUMMARY

- A. This section supplements the requirements specified in the General Conditions and Supplementary Conditions. If the requirements of this section and conditions noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
- B. Section includes mobilization and demobilization.
- C. Related Sections:
  - 1. Section 01025 - Measurement and Payment

##### 1.02 DEFINITIONS

- A. Mobilization: Mobilization of all construction equipment, materials, supplies, appurtenances, and the like, manned and ready for commencing and performing the Work; assembly and delivery to the site of plant, equipment, materials, and supplies necessary for the performance of the Work but, which are not intended to be incorporated in the Work; preparation of the Contractor's work area; complete assembly, and in working order, of equipment necessary to perform the required work; personnel services preparatory to commencing actual work; and all other preparatory work required to permit commencement of the actual work on construction items for which payment is provided under the Contract.
- B. Demobilization: Subsequent removal from the site of all equipment, materials (excluding surplus materials specified to remain on site), supplies and appurtenances, and the like; and cleaning and restoration of the site upon completion of the Work to the satisfaction of the Owner.

#### PART 2 - PRODUCTS

Not Used

#### PART 3 - EXECUTION

Not Used

END OF SECTION 01019

Mobilization and Demobilization

## **SECTION 01025**

### **MEASUREMENT AND PAYMENT**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. This section supplements the requirements specified in the General Conditions and Supplementary Conditions. If the requirements of this section and conditions noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
- B. Section includes general requirements for measurement and payment applicable to this Contract.
- C. The Owner will compute all quantities for payment based on accepted Contractors survey information or other means determined by the Owner.
- D. Whenever a reference is made to a section of the California Standard Specifications (CalTrans) in these Specifications, the reference is intended to be made for materials or installation requirements, or both, and not to the measurement or payment specifications thereof.

##### **1.02 MEASUREMENT OF QUANTITIES**

- A. All work to be paid for at a Contract price per unit of measurement will be in accordance with United States Standard Measures.
- B. Measurement by Volume:
  - 1. Measurement by volume will be by the cubic dimension listed or indicated in the Bid Schedule. Method of volume measurement will be as determined or directed by the Owner. In general, the method will be by field survey of the true planar areas to the limits of the constructed item.

2. Confirmation of volume may be required by utilizing weighing methods. In this event, such volumes will be converted to weight measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner and shall be agreed to by the Contractor before such method of measurement of pay quantities will be used.

C. Measurement by Area:

1. Measurement by area will be by the square dimension listed or indicated in the Bid Schedule. Method of square measurement will be as determined or directed by the Owner. In general, the method will be by field survey of the true planar areas to the limits of the constructed item.

D. Linear Measurement:

1. Linear measurement will be by the linear dimension listed or indicated in the Bid Schedule. Method of linear measurement will be as determined or directed by the Owner. Generally, items, components, or work to be measured will be measured at the centerline of the item in place.

E. Lump-Sum Measurement:

1. Lump-sum measurement will be for the entire item, unit of work, structure, or combination thereof, as listed or indicated in the Bid Schedule, and described in Article 1.08 below.

### **1.03 FIELD MEASUREMENT FOR PAYMENT**

- A. The Owner will compute all quantities of Work performed or of materials and equipment delivered to the Site for payment purposes.

### **1.04 PAYMENT**

- A. Payment will be full compensation for furnishing all labor, materials, tools, equipment, transportation, services, and incidentals, as specified, and for performing all work necessary for completing the erection or installation of the item or work classification, including all adjusting and balancing, testing, cleaning, and all other incidental work.

- B. Full compensation for all expenses involved in conforming to the requirements for measuring materials or work shall be considered as included in the unit or lump-sum prices paid for the materials or work being measured, and no additional compensation will be permitted.
- C. Full compensation for an item of work for which no measurement or payment is specified, will be considered to be included in the applicable related item of work in the Bid Schedule or incidental to the Contract.

#### **1.06 VALUES OF UNIT PRICES**

- A. The number of units and quantities contained in the Bid Schedule are approximate only, and final payment will be made for the actual number of units and quantities which are incorporated in or made necessary by the Work included in this Contract.
- B. In the event that work and materials or equipment are required to be furnished to a greater or lesser extent than is indicated by the Construction Drawings and Specifications, such work and materials or equipment shall be furnished in greater or lesser quantities.

#### **1.07 CHANGES AND EXTRA WORK**

- A. Changes and extra work ordered by the Owner or the Engineer will be measured and paid for in accordance with the requirements of the General and Supplementary Conditions.

#### **1.08 REJECTED MATERIALS**

- A. Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the limits indicated on the Construction Drawings or established by the Engineer; or material remaining on hand after completion of the Work, unless required to be left on hand by provisions of the Contract, will not be paid for, and such quantities shall not be included in the final total quantities. No compensation will be permitted for loading, hauling, and disposing of rejected material.

## 1.09 CONTRACT BASE BID ITEMS

### A. Mobilization and Demobilization (Bid Item 1):

1. Measurement: Lump sum shall be limited to 5 percent or less of the base bid.
2. Payment: Contract unit price per lump sum; 50 percent payment for mobilization, 50 percent payment for demobilization (lump sum).
3. Includes work described in Section 01019.

### B. Layout of Work and Surveys (Bid Item 2):

1. Measurement: Lump sum
2. Payment: Contract unit price
3. Includes all work described in Section 01052.

### C. Earthfill (Bid Item 3):

1. Measurement: Based on elevations and dimensions obtained from record surveys performed on completed surfaces.
2. Payment: Contract unit price per cubic yard.
3. Includes work necessary to place earthfills as described in Section 02200.

### D. Excavation (Bid Item 4):

1. Measurement: Based on elevations and dimensions obtained from record surveys performed on initial and completed surfaces by the Contractor.
2. Payment: Contract unit price per cubic yard.
3. Includes work necessary to excavate on site soils, develop and maintain haul roads, provide flag person(s) and traffic control as described in Section 01560, excavate primary and secondary LCRS trenches, excavate riser pipe trenches, excavate drainage ditches, selectively stockpile side slope operations layer material, and place excess soil in stockpiles as described in Section 02200. Also includes

the clearing of grubbing, and stripping of all areas within the project limits as described in Section 02200.

- E. Over-Excavation of Unsuitable Subgrade Material (Bid Item 5):
1. Measurement: Based on elevations and dimensions obtained from record surveys performed on completed surfaces.
  2. Payment: Contract unit price per cubic yard.
  3. Includes work necessary to over excavate unsuitable subgrade, stockpile excavated material, and replace excavated material with suitable compacted earthfill as described in Section 02200.
- F. Subgrade Preparation for Geosynthetics (Bid Item 6):
1. Measurement: Based on the actual area prepared.
  2. Payment: Contract unit price per square foot.
  3. Includes all work to prepare top surfaces of excavation and earthfill areas to receive geosynthetic materials as shown in the Construction Drawings and as described in Section 02200.
- G. Expose and Prepare Existing Geomembrane Liner (Bid Item 7):
1. Measurement: Actual length exposed.
  2. Payment: Contract unit price per lineal foot.
  3. Includes all work needed to expose, and clean with out damage, the existing HDPE liner as shown on the Construction Drawings as described in Sections 02200 and 02771.
- H. Perimeter and Sideslope Anchor Trench (Bid Item 8):
1. Measurement: Actual length installed.
  2. Payment: Contract unit price per linear foot.
  3. Includes all work necessary to excavate and backfill anchor trenches, as shown on the Construction Drawings and as described in Sections 02200 and 02771, in support of geomembrane installation.

I. Drainage Gravel (Bid Item 9):

1. Measurement: Based on elevations and dimensions obtained from record surveys.
2. Payment: Contract price per cubic yard.
3. Includes work necessary to place drainage gravel and pipe bedding material to lines and elevations shown on the construction drawings and described in Section 02200. Also includes costs to provide temporary lighting associated with night operations.

J. 3-inch SDR 15.5 HDPE Pipe (Bid Item 10):

1. Measurement: Based on actual length installed.
2. Payment: Contract Price per lineal foot.
3. Includes work necessary to supply and install pipe (perforated and non-perforated), pipe fittings, and riser connections as shown on the Construction Drawings and as described in Sections 02200 and 02750.

K. 6-Inch SDR 15.5 HDPE Pipe (Bid Item 11):

1. Measurement: Based on actual length installed.
2. Payment: Contract unit price per linear foot.
3. Includes work necessary to supply and install pipe (perforated and non-perforated), pipe fittings, and riser connections as shown on the Construction Drawings and as described in Sections 02200 and 02750.

L. Geosynthetic Clay Liner (Bid Item 12):

1. Measurement: Based on actual surface area lined, not including overlap.
2. Payment: Contract unit price per square foot.
3. Includes all work necessary to supply and install geosynthetic clay liner as described in Section 02775.

M. 60-mil Single-Sided-Textured HDPE Geomembrane (Bid Item 13):

1. Measurement: Based on actual area lined, not including overlap.

2. Payment: Contract unit price per square foot.
3. Includes work necessary to supply and install geomembrane including boots and appurtenances as shown on the Construction Drawings and as described in Section 02771.

N. 8 oz/sy Nonwoven Geotextile (Bid Item 14):

1. Measurement: Based on actual area on which the geotextile is installed, not including overlap.
2. Payment: Contract unit price per square foot, not including overlap.
3. Includes work necessary to supply and install geotextile as shown on the Construction Drawings and as described in Section 02772.

O. Geocomposite (Bid Item 15):

1. Measurement: Based on actual area installed, not including overlap.
2. Payment: Contract unit price per square foot
3. Includes work necessary to supply and install geocomposite as shown on the Construction Drawings and as described in Section 02773.

P. Plywood Temporary Termination (Bid Item 16):

1. Measurement: Based on actual linear feet installed.
2. Payment: Contract Unit price per lineal foot.
3. Includes work necessary to supply and install plywood sheets as shown on the Construction Drawings and as described in Section 02169.

Q. Base Operations Layer (Bid Item 17):

1. Measurement: Actual volume of base operations layer material placed, based on actual area constructed and an allowed placement thickness equal to the neat line Construction Drawing thickness of 18 inches.
2. Payment: Contract unit price per cubic yard.



3. Includes all work necessary for placing the base operations layer soil as shown on the Construction Drawings and as described in Section 02200.

R. Sideslope Operations Layer (Bid Item 18):

1. Measurement: Actual volume of sideslope operations layer material placed, based on actual area constructed and an allowed placement thickness equal to the neat line Construction Drawing thickness of 2.0 feet.
2. Payment: Contract unit price per cubic yard.
3. Includes all work necessary for placing the sideslope operations layer soil as shown on the Construction Drawings and as described in Section 02200.

S. Aggregate Base (Bid Item 19):

1. Measurement: Based on weights recorded on delivery tickets.
2. Payment: Contract unit price per unit ton.
3. Includes work necessary to supply and install aggregate base as described in Section 02513.

T. 24-inch Diameter Corrugated Polyethylene Pipe (Bid Item 20):

1. Measurement: Based on actual length installed.
2. Payment: Contract unit price per lineal foot.
3. Includes all work necessary to supply and install 24-inch-diameter corrugated polyethylene pipe and flared inlet as shown on the Construction Drawings and as described in Section 02721.

Optional Subdrain System

U. 3" Diameter SDR 15.5 HDPE Pipe (Optional Bid Item 22):

1. Measurement: Based on actual length installed.
2. Payment: Contract unit price per lineal foot.

3. Includes all work necessary to supply and install perforated pipe, fittings, and connections as shown on the Construction Drawings and as described in Sections 02200 and 02750.

V. Geocomposite Lateral Drains (Optional Bid Item 23):

1. Measurement: Based on actual length installed.
2. Payment: Contract unit price per lineal foot.
4. Includes all work necessary to supply and install geocomposite lateral drains, fittings, and excavate and backfill trench the drain is to be placed in, in accordance with the Construction Drawings and as described in Section 02620.

W. Drainage Gravel (Optional Bid Item 24):

1. Measurement: Based on elevations and dimensions obtained from record surveys.
2. Payment: Contract price per cubic yard.
4. Includes all work necessary to place drainage gravel and pipe bedding material to lines and elevations shown on Construction Drawings and described in Section 02200.

X. Catch Basin (Optional Bid Item 25):

1. Measurement: Lump sum.
2. Payment: Contract unit price.
3. Includes all work necessary to supply and install a Christ U23 2'x2'x3' catch basin with 6" concrete walls (or approved equal). All pipe connections and 1/2" thick metal lid are also included.

Y. 12" Diameter SDR 15.5 HDPE Pipe (Optional Bid Item 26):

1. Measurement: Based on actual length installed.
2. Payment: Contract unit price per lineal foot.

3. Includes work necessary to supply and install (nonperforated) pipes, fittings, and connections as shown on the Construction Drawings and as described in Sections 02200 and 02750. Also included are the costs excavate and backfill the sideslope trench and to supply and install the bollard riser connection.

Z. Trench Excavation (Optional Bid Item 27):

1. Measurement: Based on actual length installed.
2. Payment: Contract unit price per lineal foot.
3. Includes work necessary to excavate subdrain trench at toe of west slope and remove excavated soils to stockpile area. This cost also includes any necessary shoring or safety precaution costs in accordance with the Construction Drawings and as described in Section 02229.

AA. 8 oz/sy Nonwoven Geotextile (Optional Bid Item 28):

1. Measurement: Based on actual area on which geotextile is installed, not including overlap.
2. Payment: Contract unit price per square foot, not including overlap.
3. Includes work necessary to supply and install geotextile as shown on the Construction Drawings and as described in Section 02772.

END OF SECTION 01025

## SECTION 01052

### LAYOUT OF WORK AND SURVEYS

#### PART 1 – GENERAL

##### 3.01 SUMMARY

- A. This section supplements the requirements specified in the General Conditions and Supplementary Conditions. If the requirements of this section and conditions noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
- B. Section includes general requirements for survey work to be provided by the Owner for the following:
  - 1. Establishment of survey monuments for the Work.
- C. Section also includes general requirements for survey work to be provided by the Contractor's California Land Surveyor for the following:
  - 1. Setting offset stakes, slope stakes, and grade stakes for field layout of features for performance of the Work.
  - 2. Field measurement of quantities for payment.
  - 3. Construction quality assurance record surveys.
- D. Related Sections:
  - 1. Section 01300 - Submittals
  - 2. Section 01720 - Project Record Documents

##### 1.02 DESCRIPTION

- A. Reference Points: The reference points to be provided by the Owner pursuant to the General Conditions will include monuments and elevation bench marks in the vicinity of the Project. If displaced, replacement of these reference points will be at the expense of the Contractor.

- B. The Owner reserves the right to perform any desired checking and correction of the Contractor's surveyor's work, but this shall not relieve the Contractor of the responsibility for adequate performance of the Work.
- C. Equipment and Personnel: Pursuant to the provisions of the General Conditions, the Contractor's surveyor's instruments and other survey equipment shall be accurate, suitable for the surveys required in accordance with recognized professional standards, and in proper condition and adjustment at all times. (Surveys shall be performed under the direct supervision of a licensed surveyor).
- D. Field Notes and Records: The Contractor's surveyor shall record surveys in field notebooks. Copies of such records shall be furnished to the Owner within 48 hours of the work being performed. Each field notebook shall be furnished to the Owner when filled or completed. Electronic notes may be used if printouts are furnished to the Owner and if the format of the printed information is approved by the Owner.
- E. Use by the Engineer: The Engineer may at any time use line and grade points and markers established by the Contractor's surveyor. The surveys are a part of the Work and may be checked by the Engineer or representatives of the Engineer at any time. The Contractor's surveyor shall be responsible for (1) any lines, grades, or measurements which do not comply with specified or proper tolerances, or which are otherwise defective, and (2) for any resultant defects in the Work. The Contractor's surveyor will be required to conduct re-surveys or check surveys to correct errors indicated by review of the field notebooks or otherwise detected.

### **1.03 SURVEYS FOR LAYOUT, PERFORMANCE, MEASUREMENT, AND VERIFICATION OF WORK**

- A. The Contractor's surveyor will perform all surveys for layout, performance, measurement of quantities, and verification of the Work, reduce the field notes, make necessary calculations, and prepare drawings necessary to carry out and verify such work as generally specified below. The work will include survey verification and staking for LF-2, Cell No. 3, Phase 2.
- B. Subgrade Grading and Verification
  - 1. To establish subgrade, provide coordinates and grades on a 50 foot grid and more frequent in confined areas. Provide slope staking control survey for side slope liner areas at slope angle points, and 50 foot maximum spacing, at specified offset.

2. Establish/Stake-out coordinates for the location of each subgrade stake on the established grid. Subsequent surveys for the verification of the subgrade and subsequent operations layer elevations and thickness will be located at the same grid locations and along the LCRS trench (both primary and secondary) for prepared subgrade and operations layers where placed, as outlined in 4 below.
3. Provide one set of offset stakes for the primary and secondary LCRS system trench.
4. Provide verification surveys on the established grid; provide verification surveys for the primary and secondary LCRS system at pipe flowlines. Locate LCRS pipes at ends, and directional changes for future reference and record drawings.
5. Copies of the subgrade verification survey must be provided to the owner and renewed by the Owner/Engineer prior to the acceptance of the subgrade and placement of the overlying geosynthetics.
6. Calculate earthwork quantities based on approved subgrade survey and most recent topographical map.
7. If the optional subdrain system is installed, provide flowline as-built elevations of the collector and side slope trenches. Additionally provide as-built location and elevation of the catch basin.

C. Base and Sideslope Operations Layer and Gravel Drainage Layer Grading and Verification

1. To establish the surface grade for the operations layer, provide grades on the required subgrade grid.
2. Provide verification survey for the operations layer and gravel drainage layer at each established grid location; mark surface for any out-of-tolerance thickness differences; resurvey of grids at reworked areas. The verification survey will include thickness determination by subtraction for verification of required layer thickness. Copies of the verification survey must be provided to the Owner prior to the acceptance of the operations layer.
3. Survey and calculate the total area of base and sideslope operations layers and gravel drainage layer.

D. Anchor Trench / Liner Limit Survey

1. Stake location of anchor trench / liner limit per plan details at 50-foot on center and angle points.
2. Provide verification survey for anchor trench/liner limit location.
3. Survey and calculate the total area of slope liner and base liner on which geosynthetic material was placed.

E. Stockpiles

1. Survey and calculate the volumes of stockpiles placed by the contractor.

F. Drainage Ditch

1. Provide one set of offset stakes for rough grading and finish surface at 50-foot interval with cut to flowline of ditch.

G. Record Survey Drawing Preparation

1. Record drawings shall consist of one sheet for each layer surveyed with grid point number design elevation and record elevation for each grid coordinate location. Sheets subsequent to the subgrade shall contain in tabular format the prior subgrade record elevation (or other layer record elevation), then current layer design and record elevation and actual thickness. The LCRS subgrade swale, LCRS swale, and anchor trench/liner limit surveys shall be on a separate drawing sheet. Five sheets to be considered as follows:
  - a. Subgrade grid
  - b. Primary and secondary LCRS Trench and Pipe Flowlines
  - c. Anchor Trench/Liner Limit
  - d. Gravel drainage layer grid
  - e. Operations layer grid

Some drawings may be combined with prior authorization from the Owner. Drawings are to be at the same size and scale (1"=50') as the project construction drawings and shall be in AutoCad version 14 format. Drawings are to be produced in electronic format, on disk or "ZIP" disk with hard copy in reproducible format acceptable to the Owner. The hard copy in reproducible format shall be sealed by the Contractor's Licensed California Land Surveyor.

**1.04 SURVEYS FOR MEASUREMENT FOR PAYMENT**

- A. When the Specifications require Bid Schedule items of work to be measured by surveying methods, the Contractor's surveyor will perform the surveys and submit them for approval.

**1.05 SURVEY MONUMENTS**

- A. The Owner will provide permanent monuments as shown and detailed on the Construction Drawings, installed by a professional land surveyor.

**1.06 SURVEYING ACCURACY AND TOLERANCES IN SETTING OF SURVEY STAKES**

- A. The tolerances generally applicable in setting survey stakes will be set adequate for tolerances required by the Construction Drawings or Specifications.
- B. Tolerances for designed thicknesses shown on Construction Drawings and for elevations shown on the Construction Drawings shall be as stated in Section 02200.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01052



## **SECTION 01090**

### **REFERENCES**

#### **PART 1 – GENERAL**

##### **1.01 SUMMARY**

- A. This section supplements the requirements specified in the General Conditions and Supplementary Conditions. If the requirements of this section and conditions noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
- B. Section includes references and abbreviations of various industry associations, trade associations, societies, organizations, and regulatory agencies, as referenced in the Contract Documents.

##### **1.02 LIMITATIONS**

- A. The Contract Documents contain references to various standard specifications, codes, practices, and requirements for materials, workmanship, installation inspections, and tests. The references are published and issued by the organizations, societies, and associations listed below by their abbreviation and name. Such references are hereby made a part of the Contract Documents to the extent cited.
- B. Any material, method, or procedure specified by reference to the number, symbol, or title, or a specific specification or standard, such as a Commercial Standard, American National Standard, Federal or State Specification, Industry or Government Code, a trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto in effect of the date of the Advertisement for Bids.
- C. The code, specification, or standard referred to, except as modified in these Specifications, shall have full force and effect as though printed in these Specifications. These Specifications and standards are not furnished to bidders since manufacturers and trades involved are assumed to be familiar with their requirements. The Engineer will furnish, upon request, information as to how copies of the specifications and standards referred to may be obtained.

### 1.03 ABBREVIATIONS

- A. Whenever the abbreviation is specified, it shall be understood to mean the full name of the respective organization as listed below.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AI	Asphalt Institute
AIA	American Institute of Architects
AICHE	American Institute of Chemical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standard Institute
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air-Conditioning and Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association

CalTrans	State of California Department of Transportation
CBM	Certified Ballast Manufacturers
CGA	Compressed Gas Association
CRSI	Concrete Reinforced Steel Institute
EPA	Environmental Protection Agency
ETL	Electrical Test Laboratories
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineer Association
ISA	Instrument Society of America
ITL	Independent Testing Laboratories
NEMA	National Electrical Manufacturers Association
NETA	National Electrical Testing Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PPI	Plastics Pipe Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01090

## **SECTION 01190**

### **HEALTH AND SAFETY**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. This section supplements the requirements specified in the General Conditions and Supplementary Conditions. If the requirements of this section and conditions noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
- B. Section includes general requirements for the following:
  - 1. Protection of health and safety of construction personnel, and
  - 2. Additional considerations for Contractor's safety program.
- C. The provisions of this Section are supplementary to other provisions specified elsewhere in the Contract Documents.
- D. Nothing in this Section shall preclude the Contractor from complying with the more stringent requirements of the applicable federal, state, county, and industry standards, rules and regulations.

##### **1.02 REFERENCES**

- A. California Code of Regulations (CCR):
  - 1. Title 8, Sections 5156 through 5159
- B. Code of Federal Regulations (CFR):
  - 1. Title 29, Parts 1926.650 through 1926.653

##### **1.03 SPECIAL SAFETY PRECAUTIONS**

- A. Since this project is located near a landfill and possibly in an area subject to gas migration, the Contractor shall become familiar with the potential hazards associated with refuse and landfill gas.

- B. Contact with leachate could occur during the extension of the leachate collection pipes and connection of the Cell No. 3 Base Liner System to the Cell No. 2 Base Liner System. The Contractor shall become familiar with the potential hazards associated with leachate.

#### **1.04 POTENTIAL FOR HAZARDS**

- A. The following landfill and gas related information is included to assist the Contractor and is not intended to encompass all aspects to protect the workers or to comply with applicable regulations.
  - 1. Landfill gases usually vent to the atmosphere through cover soils, but may migrate laterally to adjacent areas depending on site and weather conditions.
  - 2. Landfill gases have the potential to create the following hazardous conditions if not controlled or recognized:
    - a. Fires may start spontaneously from exposed or decomposing refuse.
    - b. Fires and explosions may occur from the presence of methane gas.
    - c. Landfill gases may cause an oxygen deficiency in underground trenches, vaults, conduits, and structures.
    - d. Hydrogen sulfide, a highly toxic and flammable gas, or other toxic gases may be present.
  - 3. Landfill gas may be present in leachate lines or the leachate storage tank.
  - 4. Leachate, which is formed by drainage of liquids from waste or by percolation of liquid through waste, typically contains low levels of synthetic organic compounds and may contain parthenogenic organisms.

#### **1.05 SAFETY PRECAUTIONS**

- A. In addition to conforming to the safety rules and regulations of governmental authorities having jurisdiction, the Contractor shall take the following precautionary measures:

1. Smoking shall be prohibited on the Site during the installation of geomembrane, near the leachate storage ponds, open excavations, exposed refuse, and near underground pipe-laying activities. Smoking will be permitted only in those areas designated by the Owner.
2. The use of firearms shall not be permitted on the Site.
3. If refuse is exposed during construction activities, the Owner shall be notified immediately.
4. Entry of personnel into confined spaces and excavations greater than 4 feet in depth is specifically prohibited unless the provisions of Title 8, Sections 5156 through 5159, California Code of Regulations, and 29 Code of Federal Regulations, Parts 1926.650 through 1926.653, are followed.
5. Hold weekly safety meetings with the employee's, Monitor, and subcontractors. These meetings are to discuss various elements of work safety. Copies of the minutes of the meetings will be provided to the Owner on a weekly basis.

B. Contractor shall, as a minimum, take the following measures:

1. Inhalation of landfill gases shall be avoided. Such gases or oxygen-deficient air may cause nausea and dizziness, which could lead to accidents. Work should proceed in a direction upwind of the excavation where possible, unless the excavation is constantly monitored and declared safe.
2. Workers shall avoid contact with exposed refuse, condensate, or leachate. Irritants or hazardous materials may be present. Personal protective equipment shall be used when contact cannot be avoided.
3. Fire extinguishers with an NFPA rating of at least A, B, and C shall be available at all times on the Site.
4. Start-up and shutdown of equipment shall be avoided in areas of exposed refuse.
5. Hot work (welding, cutting, or torching) shall not be conducted in areas containing leachate or landfill gas unless the absence of gases or vapors has been verified using a combustible gas indicator.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01190



## SECTION 01300

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This section supplements the requirements specified in the General Conditions and Supplementary Conditions. If the requirements of this section and conditions noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
  
- B. Section includes general requirements for the preparation and submission of the following submittals required for the completion of the Work of the Contract:
  - 1. Technical Submittals:
    - a. Schedule of Technical Submittals
    - b. Shop Drawings
    - c. Samples
    - d. Product Data
    - e. Manufacturers' Instructions
    - f. Design Calculations and Design Drawings
    - g. Certificates of Compliance
  
  - 2. General Submittals:
    - a. Schedule of General Submittals
    - b. Schedules and Reports
    - c. Project Construction Workplan and Schedule
    - d. Progress Payment Schedule

Submittals

- C. All submittals shall be in the English language.
- D. The Contractor shall submit all submittals to the Engineer through the Owner.
- E. Technical and General Submittals shall be numerically serialized by type, Technical Submittal with a "T" prefix (T-1, T-2, T-3, etc.) and General Submittals with a "G" prefix (G-1, G-2, G-3, etc.).
- F. The Contractor shall submit the number of copies of each submittal that the Contractor requires to be returned, plus four (4) copies that will be retained by the Engineer.
- G. The Engineer will clearly label the submittals as follows and return to the Contractor:
  - 1. No exceptions taken
  - 2. Note comments
  - 3. Revise and Resubmit
  - 4. Rejected
  - 5. Information Only
- H. When submittals are returned marked with either "Revise and Resubmit" or "Rejected" the Contractor shall make such revisions and corrections as required and resubmit the submittal with the same submittal number followed by R1 (Revision One). Example: T-5 - R1.

## **1.02 TECHNICAL SUBMITTALS**

- A. Schedule of Technical Submittals:
  - 1. The Contractor shall prepare and submit a Technical Submittals Schedule listing all technical submittals required by this Section.
  - 2. The Technical Submittals Schedule shall separate submittals by major specification section. The Schedule shall include submittal delivery dates, required return dates, material delivery dates, and other pertinent data required to ensure that the project schedule is met by the Contractor.

3. The schedule shall be updated weekly to reflect progress and any additions or deletions to the submittal schedule. Copies of the updated schedule shall be furnished to the Owner.

B. Shop Drawings:

1. Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation of adjoining work, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings shall be drawn to scale and shall be completely dimensioned.
2. Sheet sizes of shop drawings shall be 8-1/2 inches by 11 inches, 11 inches by 17 inches, 17 inches by 22 inches, 22 inches by 34 inches, or 34 inches by 44 inches.
3. A clear space of 3 inch by 3 inch shall be provided on each drawing for the Engineer's review stamp and comments.
4. Shop drawings shall be submitted to the Engineer in the form of a reproducible transparency, in addition to the copies required by Article 1.01.F.
5. After the Engineer has completed his review of shop drawings, he will return copies to the Contractor indicating the approval status as described in Article 1.01.G.
6. The Engineer will review and generally return shop drawings within ten (10) calendar days of receipt by the Engineer.

C. Samples:

1. The Contractor shall furnish the Engineer at least three (3) samples of each of the various materials, except field samples, together with the finish thereon, as specified for and intended to be used on or in the Work.
2. The Contractor shall submit all samples to the Engineer at least 10 days before purchasing, fabricating, applying, or installing such materials and finishes, unless otherwise stated. The Engineer will review the samples for visual aspects such as kind, color, pattern, and texture, and will approve or ask for resubmittal of samples generally within ten (10) calendar days of the Contractor's submittal. Approvals of samples will be given by the Engineer in writing.

3. Unless otherwise specified in the various sections of these Specifications, the Contractor shall submit all samples, other than field samples, in triplicate. A cover letter shall accompany the sample and shall list all items being transmitted, designating their particular usage and location in the project.
  4. After the Engineer has performed his review and analysis of samples, two (2) samples will be retained and the remaining sample will be returned to the Contractor, with the Engineer's comments.
  5. Samples shall be submitted and resubmitted until approved as satisfactory. Each change in manufacturing process or batch shall require submittal of samples for approval. Approval of a sample shall not be taken in itself to change or modify any Contract requirement. All materials, color, pattern and texture in the completed building or structure shall be equal in every respect to that of the approved samples.
  6. Each sample shall be identified completely as to product, color, manufacturer, trade name, lot, style, model, location of use, and Contract Document reference, as well as the names of the Contractor, Supplier, Project and Owner.
  7. Test samples, as designated by the Engineer, may also be selected from the materials or equipment delivered by the Contractor to the Site for use in the Work. If any test sample fails to meet the Specification requirements, such materials or equipment that fail the testing, shall be removed and replaced by the Contractor with materials or equipment meeting the Specification requirements.
  8. Field samples shall be prepared at the site by the Contractor in the manner and number as specified in these Specifications. Affected finish work shall not be commenced until the Engineer has approved the field samples, in writing.
- D. Product Data: Each copy shall be marked to identify applicable products, models, options, and other data; manufacturers' standard data shall be supplemented to provide information unique to the work.
- E. Manufacturers' Instructions: When required by the manufacturer's warranty requirements, the Contractor shall submit manufacturer's printed instructions for delivery, storage, shelf life, assembly, installation, adjusting, and finishing.

F. Design Calculations and Design Drawings:

1. Design Calculations: When specified in the Specifications or the Construction Drawings, or requested by the Engineer, design calculations shall be submitted to the Engineer for review with all pertinent data, assumptions, objectives, criteria, applicable codes, standards and references. The calculations shall be on 8-1/2 by 11-inch or 11 by 17-inch sheets. Each design calculation set shall bear page numbers, titles, revision numbers, date, and calculation number. Where multiple number of items are designed in a particular system, the calculations shall be preceded by a table of contents.
2. Design Drawings:
  - a. When specified in the Specifications or the Construction Drawings, or requested by the Engineer, design drawings shall be submitted to the Engineer for review.
  - b. Pertinent requirements of Article 1.02.B of this Section shall be applicable for submittal of design drawings.

G. Certificates of Compliance:

1. The Contractor shall submit certificates of compliance for certain materials and products in lieu of the specified sampling and testing procedures as specified in each Specification section. Submit certificates required for demonstrating proof of compliance of materials with specification requirements in duplicate with each lot of material delivered to the Work. The lot so certified shall be clearly identified by the certificate. Certificates shall be signed by an authorized representative of the producer or manufacturer and shall state that the material complies in all respects with the requirements of the Contract Documents. In the case of multiple shipments, each shipment shall be accompanied by a certificate of compliance.
2. The certificate of compliance shall be accompanied by a certified copy of test results or shall state that such test results are on file with the producer or manufacturer and shall be furnished to the Engineer on request. The certificate shall give the information specified for samples in Paragraph C above, the name and address of the organization performing the tests, the date of the tests, and the quantity of material shipped.

3. Materials used on the basis of a certificate of compliance may be sampled and tested at any time. The fact that material is used on the basis of a certificate of compliance shall not relieve the Contractor of responsibility for incorporating material in the Work that conforms to the requirements of the Contract and any such material not conforming to such requirements will be subject to rejection, whether in place or not.
4. The Engineer reserves the right to refuse to permit the use of certain materials on the basis of a certificate of compliance.

### **1.03 GENERAL SUBMITTALS**

- A. Schedule of General Submittals: The Contractor shall prepare and submit a schedule of General Submittals listing all General Submittals required by this Section.
- B. Schedules and Reports:
  1. The Contractor shall prepare and submit schedules and reports in accordance with the requirements of this Section.
  2. The schedules and reports shall describe the Contractor's workplan in sufficient detail as delineated below to provide:
    - a. Assurance to the Owner that the finished work complies accurately with the Contract Documents.
    - b. A basis for determining the progress of the work and task completion in intervals of 25%, 50%, 75% and 100% task quantity complete.
    - c. A basis for the Owner's internal planning activities.
  3. Within ten (10) calendar days after the Notice to Proceed, the Contractor shall provide the Owner with the initial copies of the General Submittal specified in this section, other than those specifically required at an earlier stated period or frequency.
  4. The schedules shall be in a reproducible form, prepared to the same scale or may be combined as approved by the Engineer.
  5. Unless otherwise specified, the schedules shall be presented in the graphic format and shall be updated for each construction meeting, or at least weekly, and transmitted to the Engineer.

6. Schedule revisions will require Owner approval.

C. Project Construction Workplan and Schedule:

1. Scheduling: A preliminary draft of the Project Construction Workplan and Schedule shall be prepared by the Contractor for submittal with the bid. Five (5) calendar days after Notice of Award, the Contractor shall submit the Project Construction Workplan and Schedule for the Owners approval. The Owner will issue acceptance/or rejection of the Project Construction Workplan and Schedule within three (3) days of receipt. The Contractor shall issue the approved Project Construction Workplan and Schedule within five (5) calendar days after receipt of approval from the Owner. The Notice to Proceed will not be issued until the Contractor has an approved Project Construction Workplan and Schedule as noted by the Owner.
2. Format: The Project Construction Workplan and Schedule shall consist of the following items, and any additional key activities, each compatible with the other and developed from the same basis:
  - a. Schedule: Gantt
  - b. Start/Completion, 25%, 50%, 75% task quantity complete.

LF-2, Cell No. 3, Phase 2

1. Mobilization of equipment and labor
2. Excavation and placement of earthfill in Phase 1 area
3. Stockpile of excess soil
4. Subgrade preparation for geosynthetics
5. Excavate primary and secondary LCRS trenches
6. Install subdrain system (if necessary)
7. Placement of secondary geomembrane in trench.
8. Placement of HDPE pipe and drainage layer material in trench.
9. Expose/prepare existing geomembrane liner
10. Construct anchor trenches for geosynthetics
11. Placement of base and sideslope GCL and geomembrane
12. Installation of LCRS piping and associated drainage material
13. Installation of gravel drainage layer
14. Installation of geotextile on base and sideslopes
15. Construction of base and sideslope operations layer

Submittals

16. Construction of aggregate base
17. Demobilization of equipment.

3. Computer Generated Schedule: The Contractor may generate the Schedule manually or by using a computer. The Schedule shall include all significant items of Work.
4. Comments Incorporated: The Contractor shall incorporate the Owner's comments into revisions of the Project Construction Schedule and Workplan, adjust the manpower loading as required and resubmit the schedule to the Owner for approval along with a summary of the changes.

D. Progress Payment Schedule:

1. Progress Payment Schedule: The Progress Payment Schedule will be by month and shall total the contract price as awarded. A proposed schedule will be presented by the Owner at the preconstruction meeting.
2. Progress payments will be made according to the progress payment schedule if the Contractor work progress is in phase to the most current approved Project Construction Workplan and Schedule.

E. Weekly Progress Reports:

1. The Contractor shall submit weekly reports, which consist of updated Project Construction Workplan and Schedule for acceptance by Owner.
2. The weekly Project Construction Workplan and Schedule update shall be submitted to the owner by Friday noon.
3. The status of the schedule shall indicate percent of units complete of the activities noted in Section 01300-C: Project Construction Workplan schedule, and a comparison of the base line schedule to actual time spent and remaining duration of in progress activities.
4. The owner will issue written acceptance or rejection of the Weekly progress report within two (2) working days of receipt.
5. The last progress report of the month, once accepted by the Owner will be used in conjunction with the Progress Payment Schedule to determine the amount of progress payment due to the Contractor for that pay period.



**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01300

## **SECTION 01400**

### **QUALITY ASSURANCE AND QUALITY CONTROL**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. This section supplements the requirements specified in the General Conditions and Supplementary Conditions. If the requirements of this section and conditions noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
  
- B. Section Includes:
  - 1. Acceptance testing by Engineer.
  - 2. Control Testing by Contractor.
  - 3. Certificates of Compliance.
  
- C. Related Sections:
  - 1. Section 01300 - Submittals
  - 2. Section 02200 - Site Earthwork
  - 3. Section 02771 - Geomembrane

##### **1.02 SOURCE OF MATERIALS**

- A. Contractor shall notify the Engineer in writing of the sources from which it proposes to obtain material requiring approval, certification, or testing. Such notification shall be made as soon as possible after Award of Contract, but no later than thirty (30) calendar days after receipt of the Notice to Proceed.

### **1.03 QUALITY ASSURANCE TESTING**

#### **A. Material Evaluation and Conformance Testing**

1. Material evaluation and conformance testing is the testing of materials prior to their use in the Work and also any testing deemed necessary by the Engineer for acceptance of the completed Work. The Engineer or the Engineer's quality assurance laboratory will perform material evaluation or conformance testing of materials and workmanship in accordance with the Contract Documents and reserves the right to perform additional testing at any time to determine conformance with the requirements of the Contract Documents.
2. Material evaluation and conformance testing by the Engineer is not to be considered as a replacement for quality control testing conducted by the Contractor or a manufacturer producing materials for Contractor. Material evaluation and conformance testing will be at the expense of the Owner.

#### **B. Construction Testing**

1. Construction testing is the testing of materials during their incorporation in the work and also any testing deemed necessary by the Engineer for acceptance of the completed work. The Engineer or the Engineer's quality assurance laboratory will perform construction testing of materials and workmanship in accordance with the Contract Documents and reserves the right to perform additional testing as any time to determine conformance with the requirements of the Contract Documents.
2. Construction testing by the Engineer is not to be considered as a replacement for quality control testing conducted by the Contractor or a manufacturer producing materials for the Contractor. Construction testing will be at the expense of the Owner.

### **1.04 QUALITY CONTROL TESTING**

- A. Quality control testing is the testing of materials prior to their delivery from a manufacturer, or supplier, such as concrete tests during placement interface shear strength tests, and such other tests as are specified in the various sections of the Specifications. The Contractor shall assume full responsibility for quality control testing and give sufficient notice to the Engineer to allow for the Engineer or CQA Monitor to observe the tests. Control testing shall be

at the expense of the Contractor and shall be performed by the independent testing firm where indicated in the Specifications.

- B. The Contractor shall submit the name, address, and qualifications, together with the scope of proposed services, of the proposed qualified soils engineer and the proposed testing firm(s) as a part of the sealed bid. The proposed soils engineer and the proposed testing firm(s) shall be subject to approval by the owner and engineer.
- C. Within five (5) calendar days after completion of testing performed by or for the Contractor, submit test results to the Engineer. Identify test reports with the information specified for samples in Section 01300, and additionally, the name and address of the organization performing the test, and the date of the tests.

#### **1.05 CERTIFICATES OF COMPLIANCE**

- A. The Contractor may use certificates of compliance for certain materials and products in lieu of the specified sampling and testing procedures. Submit certificates required for demonstrating proof of compliance of materials with Specification requirements in duplicate with each lot of material delivered to the Work. The lot so certified shall be clearly identified by the certificate. Certificates shall be signed by an authorized representative of the manufacturer and shall state that the material complies in all respects with the requirements of the Contract Documents. In the case of multiple shipments, each shipment shall be accompanied by a certificate of compliance.
- B. The certificate of compliance shall be accompanied by a certified copy of test results or shall state that such test results are on file with the manufacturer and shall be furnished to the Engineer on request. The certificate shall give the information specified for samples in Section 01300, the name and address of the organization performing the tests, the date of the tests, and the quantity of material shipped.
- C. Materials used on the basis of a certificate of compliance may be sampled and tested at any time. The fact that material is used on the basis of a certificate of compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract and any such material not conforming to such requirements will be subject to rejection, whether in place or not.
- D. The Engineer reserves the right to refuse to permit the use of certain materials on the basis of a certificate of compliance.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01400

## **SECTION 01500**

### **CONSTRUCTION FACILITIES**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Section includes construction facilities (temporary facilities) required for the construction of the permanent facilities specified under the scope of work of this Contract.
- B. Construction facilities shall include furnishing all equipment, materials, tools, accessories, incidentals and labor, and performing all work for the installation of equipment and for construction of facilities, including their maintenance, operation, and removal, if required, at the completion of the work under the Contract.

##### **1.02 RELATED SECTIONS**

- A. Section 01560 - Temporary Controls

##### **1.03 DEFINITION**

- A. Construction facilities shall include, but not be limited to, the following temporary offices, utilities, equipment, materials, facilities, and services:
  - 1. Field office
  - 2. Parking areas
  - 3. Access roads and haul roads
  - 4. Storage of materials and equipment
  - 5. Construction equipment
  - 6. Sanitary facilities
  - 7. Electric power

8. Water
9. Heat
10. Temporary telephone service
11. First aid facilities
12. Security

#### **1.04 REFERENCES**

- A. Construction facilities shall also be constructed, installed, maintained, and operated consistent with the applicable federal, state, county, and utility laws, rules, permits, and regulations. Notwithstanding contrary provisions of General Conditions, Special Conditions, and Standard Specifications, nothing in the Construction Drawings and Specifications shall be construed to permit work not conforming to the above.

#### **1.05 GENERAL REQUIREMENTS**

- A. The Contractor shall be responsible for furnishing, installing, constructing, operating, maintaining, removing, and disposing of the facilities, as specified in this Specification, and as required by the County/Engineer for the completion of the work under the Contract.
- B. Construction facilities shall be located as approved, and maintained in a clean, safe, and sanitary condition at all times until completion of the Contract.
- C. Upon completion of the Contract, the construction facilities shall be left in the status specified in Article 1.19 of this section.
- D. The requirements specified herein are in addition to any requirements specified elsewhere in the Contract Documents. Construction facilities shall meet the requirements for all-weather service.
- E. Land disturbances related to the construction facilities shall be minimized to the greatest extent possible and the land restored, to the extent reasonable and practical, to its original contours by grading to provide positive drainage and by seeding the area to match with existing vegetation.
- F. Utilities shall be designed and constructed to provide uninterrupted service.

## **1.06 FIELD OFFICE**

- A. Contractor shall provide an office for his own staff and the Construction Quality Assurance monitor. CQA monitor's space to be large enough to set up laboratory equipment for conformance testing.
- B. The location of the office shall be as approved by the County/Engineer.

## **1.07 PARKING AREAS**

- A. Contractor shall provide a parking area for his employees, maintenance, and delivery vehicles, the County's/Engineer's and Contractor's representatives, and for other authorized visitors. Parking for personal cars shall be limited to the office areas.

## **1.08 TEMPORARY ROADS**

- A. Temporary roads or existing roads which are to be improved or new roads to be constructed by the Contractor for the convenience of the Contractor in the performance of the work under the Contract.
- B. Construction shall be coordinated with and shall be as approved by the County/Engineer.
- C. Erosion shall be kept to a minimum and suitable grades and radii of curves shall be maintained to facilitate ease of movement of vehicles and equipment.
- D. Longitudinal and cross drainage facilities including, but not limited to, the ditches, structures, pipes, and the like shall be furnished and installed by the Contractor.
- E. Equipment shall be cleaned so that mud, soil, or debris is not carried onto public roads. Contractor shall be responsible for cleaning up any mud, soil, debris, or other objectionable matter which is transported by his equipment on to public roads.

## **1.09 STORAGE OF MATERIALS AND EQUIPMENT**

- A. Contractor shall make arrangements for storage areas for materials, equipment, and debris. Locations and configurations of such facilities shall be subject to the approval of the County/Engineer.



- B. All operations of the Contractor, including storage of materials, shall be confined to approved areas. Contractor shall be liable for any and all damage caused by him during such use by him of property of the County/Engineer. Materials shall be stored consistent with Manufacturers' instructions as applicable.
- C. Contractor shall store construction materials and equipment within boundaries of designated areas. Storage of gasoline or similar fuels shall conform to the requirements specified in Article 1.06 of Section 01560.

### **1.10 CONSTRUCTION EQUIPMENT**

- A. Contractor shall erect, equip, and maintain all construction equipment consistent with all applicable statutes, laws, ordinances, rules, and regulations of the County/Engineer or other authority having jurisdiction.
- B. Scaffolding, staging, runways, hoists, barricades, and similar equipment required for performance of the Contract shall be provided and maintained by the Contractor. Hoists or similar equipment shall be provided with operators and signals, as required.
- C. Contractor shall provide, maintain, and remove upon completion of the work all temporary rigging, scaffolding, hoisting equipment, debris boxes, barricades around openings and excavations, fences, ladders, and all other temporary work, as required for all work hereunder unless otherwise directed by the County/Engineer.
- D. Construction equipment and temporary work shall conform to all the requirements of state, county, and local authorities, Occupational Safety and Health Administration, and underwriters which pertain to operation, safety, and fire hazard. Contractor shall furnish and install all items necessary for conformity with such requirements, whether or not called for under separate sections of these Specifications.

### **1.11 TEMPORARY SANITARY FACILITIES**

- A. Contractor shall provide temporary sanitary facilities for use by all employees and persons engaged in the work, including lower-tier subcontractors, their employees, and authorized visitors.
- B. Sanitary facilities include enclosed chemical toilets and washing facilities. These facilities shall meet the requirements of local public health standards. Open pit or trench latrines will not be permitted.

- C. Sanitary facilities shall be located as approved by the County/Engineer, and shall be maintained in a sanitary condition during the entire course of the work.

## **1.12 TEMPORARY ELECTRIC POWER**

- A. The Contractor shall provide and maintain, during the course and progress of the work, all electrical power and wiring requirements to facilitate the work of all trades and services associated with the work. The Contractor shall make arrangements with the applicable serving utility company or provide generators and shall pay all charges for providing and maintaining electrical service including usage costs at the site. All temporary wiring, feeders, and connections shall be furnished by the Contractor.
- B. Routing of temporary conductors, including welding leads, shall not create a safety hazard nor interfere with operation and maintenance of existing facilities.
- C. All temporary wiring installed by the Contractor shall be accomplished consistent with the latest applicable requirements of the local electrical code.
- D. Contractor shall provide power and lighting to the field office, and for work as required, at no extra cost to the County, and as follows:
  - 1. A minimum of 100 A electric service to the field office.
  - 2. Adequate temporary lighting to the field office, and for work area(s), as required.
  - 3. Exterior areas around the field office and parking areas shall be provided with security flood lighting.

## **1.13 TEMPORARY WATER**

- A. General: Temporary water for potable use shall be provided by the Contractor at no additional cost to the County/Engineer. Construction water shall be available, from on-site sources, to the Contractor and will be available at locations designated by the County/Engineer.
- B. Potable Water: Contractor shall provide chilled drinking water in bottles for his own use.

#### **1.14 TEMPORARY HEAT**

- A. Contractor shall provide, at his own expense, temporary heat as necessary for the office facilities, for execution of work and installation of equipment, and for protection of work and materials against injury from dampness, cold, and freezing.

#### **1.15 FIRST AID FACILITIES**

- A. First aid equipment and supplies shall be provided to serve all personnel at the Site. The first aid facilities shall be equipped as required by authorities having jurisdiction.

#### **1.16 SECURITY**

- A. The Contractor shall make all necessary provisions and be responsible for the security of the work and the Site until final inspection and acceptance of the work.

#### **1.17 SHUT-DOWN TIME OF SERVICES**

- A. The Contractor shall not disconnect or shut down any part of the existing utilities and services, except by express permission of the County/Engineer. The Contractor shall submit a schedule of estimated shutdown times in order to obtain such permission, and shall notify all interested parties, utilities, County authorities, etc., as required at least 48 hours in advance.

#### **1.18 MAINTENANCE**

- A. General: Contractor shall maintain all construction facilities, utilities, temporary roads, services to office, and the like in good working condition as required by the County/Engineer during the term of the Contract.

#### **1.19 STATUS AT COMPLETION**

- A. Upon completion of the work, or prior thereto, when so required by the County/Engineer, the Contractor shall:
  - 1. Repair damage to the existing access road caused or resulting from the Contractor's work.
  - 2. Remove and dispose of all construction facilities including office trailers, and other facilities and utilities including all concrete foundations. Similarly, all areas utilized for temporary facilities shall be returned to substantially their near original, natural state, or as otherwise indicated or directed.

3. Remove temporary roads built for Contractor's convenience and restore the area to near original conditions to the satisfaction of the County/Engineer.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01500

## SECTION 01560

### TEMPORARY CONTROLS

#### PART 1 - GENERAL

##### 3.01 SUMMARY

- A. This section supplements the requirements specified in the General Conditions and Supplementary Conditions. If the requirements of this section and conditions noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
- B. Section includes temporary controls required during the term of the Contract for the protection of environment, and the health and safety of workers and general public.
- C. Related Sections:
  - 1. Section 01500 – Construction Facilities
- D. Temporary controls shall include furnishing of all equipment, materials, tools, accessories, incidentals, labor and performing all work for installation of equipment and construction of facilities, including their maintenance and operation during the term of the Contract.
- E. Temporary controls shall include, but not be limited to, the following:
  - 1. Dust Control
  - 2. Pollution Control
  - 3. Traffic and Safety Control
  - 4. Water Control
- F. The Work shall be performed as specified in this Specification and as required by the Engineer. The equipment and accessories shall be maintained in clean, safe and sanitary condition at all times until completion of the Contract.

- G. The requirements specified herein are in addition to requirements specified elsewhere in the Contract Documents. Temporary controls shall meet the requirements for all-weather service.
- H. All land disturbances related to the temporary controls shall be minimized to the greatest extent possible and the land restored, to the extent practicable, to its original contours by grading to provide positive drainage.

## **1.02 REFERENCES**

- A. All required facilities, equipment and utilities shall also be constructed or installed, maintained and operated in accordance with applicable federal, state, local laws, rules and regulations.

## **1.03 DUST CONTROL**

- A. The Contractor shall be responsible for providing adequate dust control measures during the term of the Contract and to the satisfaction of the Owner.
- B. Dust control shall consist of furnishing water supply, required equipment, additives, accessories and incidentals, and carrying out proper and efficient measures wherever and as often as necessary to reduce dust nuisance, and to prevent dust originating from construction operations during the completion of the Contract, as required by the Owner.
- C. Water shall be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses with nozzles that will insure a uniform application of water.
- D. All equipment used for the application of water shall be equipped with a positive means of shut-off.
- E. Unless otherwise permitted by the Owner, or unless all the water is applied by means of pipelines, at least one mobile unit with a minimum capacity of 5,000 gallons shall be available at the site in operating conditions for applying water at the site during construction.
- F. To conserve water, the Contractor may use chemical additives in dust control water. If such additives are used, furnishing and applying the additives shall be at no additional expense to the Owner and subject to approval of the Owner and appropriate regulatory agencies.
- G. The use, location of application, and the amount and type of additives proposed for use by the Contractor shall be subject to approval by the Owner and appropriate regulatory agencies.

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