

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

DEPT: Environmental Resources

BOARD AGENDA # \*B-6

Urgent

Routine

AGENDA DATE October 21, 2008

CEO Concur with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Adopt Plans and Specifications for the Fink Road Landfill, Landfill 2, Cell No. 5, Excavation Project and Set the Bid Opening Date and Time for November 26, 2008, at 2:00 P.M.

STAFF RECOMMENDATIONS:

1. Adopt the plans, specifications, and working details for the Fink Road Landfill, Landfill 2, Cell No. 5, Excavation Project.
2. Direct the Department of Public Works staff to mail the "notice inviting bids" to trade journals and newspaper advertisement as required by law.
3. Direct the Clerk of the Board to publish the attached "Invitation to Bidders" for the project as required by law and set the deadline for submission of the bid as November 26, 2008, at 2:00 P.M.

FISCAL IMPACT:

The Fink Road Landfill is an enterprise fund that is fully funded through the collection of tipping fees. Capital improvement costs are incorporated into the tipping fee calculations and funds for this purpose are accounted for in the existing 2008-2009 Fiscal Year Department of Environmental Resources budget in the Fink Road Landfill Enterprise Fund. The engineer's estimate for this improvement project is \$3,800,000.

BOARD ACTION AS FOLLOWS:

No. 2008-715

On motion of Supervisor Grover, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

Elizabeth A. King  
ELIZABETH A. KING, Assistant Clerk

File No.

DISCUSSION:

The Fink Road Landfill site is located in western Stanislaus County, approximately 20 miles southwest of the City of Modesto. The site is 3.5 miles west of Crows Landing, near the intersection of Fink Road and Interstate 5. The 219-acre site is owned and operated by Stanislaus County. The facility has been active since 1973 and operates under Waste Discharge requirements No. R5-2004-0158, issued by the California Regional Water Quality Control Board, Central Valley Region.

The next waste management unit to be filled is Landfill 2, (LF-2), Cell 5, which now needs to be constructed. Landfilling is currently occurring in LF-2, Cell No. 4, which has an estimated remaining capacity through 2009. The development of this cell will be accomplished using a two-phase construction approach. Phase One, or the Fink Road Landfill Soils Excavation Project, is the mass grading of approximately 1.3 million cubic yards of soil for the new cell along with components to accomplish this work. Specific work for this Phase will include topographic surveying, and the removal and relocation of two monitoring wells, a road, rip rap (concrete, rock), drainage areas, and other site preparation.

Phase Two, or the Fink Road Landfill Cell Construction Project, consists of the installation of the cell liner and related components and is scheduled to take place in the early summer of 2009. The Department will return to the Board to take action on this Phase. The Board of Supervisors approved the Initial Study/Negative Declaration for this Soils Relocation Project on October 17, 2006.

At that time, the findings were that although the proposed project could have a significant effect on the environment, there would not be a significant effect in this case because of revisions to the project in the form of the identified mitigation measures. The only potentially significant impact noted was the disturbance of subsurface cultural or human remains that may be present on the site. Although the presence of such cultural resources is not expected, mitigation measures were included in case construction activities revealed any sensitive resources that reduced the concern to less-than-significant levels.

Consistent with the California Environmental Quality Act, staff recommended that a Mitigated Negative Declaration was the appropriate level of analysis for this project. As a result thereof, the preparation of an Environmental Impact Report pursuant to the California Environmental Quality Act (Division 13 of the Public Resources Code of the State of California) was not required.

The Departments of Environmental Resources and Public Works, with direct support being provided through an interdepartmental Memorandum of Understanding, are working together to assure this project is delivered in a manner that will not negatively impact the continuity of daily operations at the landfill.

## **Newspaper Advertisement**

### **INVITATION TO CONTRACTORS**

#### **“LF-2, Cell No. 5 EXCAVATION PROJECT at the Fink Road Landfill”**

Owner is Stanislaus County Department of Environmental Resources, Modesto CA; Engineer's Estimate is \$3.8 million dollars; Sealed bids are due before 2:00 P.M., November 26, 2008, to the Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, CA 95354; Project contact is Charles T. Vasquez, [charles.vasquez@stancounty.com](mailto:charles.vasquez@stancounty.com) or Fax: 209-525-4183. Work to be accomplished includes the mass grading of approximately 1.3 million cubic yards of soils for the new cell, topographic surveying, removal and relocation of two (2) monitoring wells, road access, rip-rap, drainage and other such items not mentioned herein that are required by the plans and specifications. Plans and specifications are available for purchase from Stockton Blue, Modesto CA, 209-524-2924 and can be viewed at [www.stocktonblue.com](http://www.stocktonblue.com) under "Public Plan Room".

**COUNTY OF STANISLAUS  
DEPARTMENT OF ENVIRONMENTAL RESOURCES**

**INVITATION TO BIDDERS AND SPECIAL PROVISIONS  
FOR THE FINK ROAD LANDFILL, LF-2, CELL NO. 5  
EXCAVATION PROJECT**

**BOARD OF SUPERVISORS**

<b>William O'Brien</b>	<b>District No. 1</b>
<b>Thomas Mayfield, Chairman</b>	<b>District No. 2</b>
<b>Jeff Grover</b>	<b>District No. 3</b>
<b>Dick Monteith</b>	<b>District No. 4</b>
<b>Jim DeMartini</b>	<b>District No. 5</b>

**Richard W. Robinson, Chief Executive Officer  
Sonya Harrigfeld, Director**

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David Leamon, P.E.  
Senior Civil Engineer  
Department of Public Works

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Sonya Harrigfeld, Director  
Department of Environmental Resources

Approved by Stanislaus County Board of Supervisors: October 21, 2008  
Bid Opening Time and Date: 2:00P.M., November 26, 2008

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**COUNTY OF STANISLAUS  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
INVITATION TO BIDDERS**

Contractors are invited to submit written, formal bids for the **Fink Road Landfill, LF-2, Cell No. 5, Excavation Project**, project. Estimated Construction cost for this project is \$3.8 Million dollars. Work to be accomplished includes the mass grading of approximately 1.3 million cubic yards of soils for the new cell, topographic surveying, removal and relocation of two (2) monitoring wells, road access, rip-rap, drainage and other such items not mentioned herein that are required by the plans and specifications. and other such items not mentioned herein that are required by the plans and specifications.

Plans and specifications are available FOR VIEWING on the Stockton Blue Website [www.stocktonblue.com](http://www.stocktonblue.com). under "Public Plan Room". Paper copies are available from Stockton Blue. Call (209) 524-2924 for questions regarding the purchase of plans and specifications.

Technical Questions: All questions must be submitted in writing. Email your questions to [charles.vasquez@stancounty.com](mailto:charles.vasquez@stancounty.com) or fax your questions to 209-525-4183, Attn: Charles T. Vasquez

Bid forms are provided in the "Bid Proposal and Contract" booklet. Bids shall be submitted in a sealed envelope and plainly marked **Fink Road Landfill, LF-2, Cell No. 5, Excavation Project**. Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to 2:00 P.M., November 26, 2008, as evidenced by the Clerk's date/time stamp on the envelopes. The bids will be publicly opened in Ste. 6500 and read by the Clerk of the Board after bid closing.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies will all the requirements prescribed.

Bidders are urged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no specific project goal for DBE participation.

Other such items and details not mentioned herein that are required by the Plans, Standard Specifications or these Special Provisions shall be performed, placed, constructed or detailed.

A pre-construction conference shall be required prior to the "Notice to Proceed". This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The contractor shall possess a Class "A" license at the time this contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government code, Section 12990.

The successful bidder shall furnish a payment bond and a performance bond.

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 and are available at the agencies web site and are on file with the Department of Public Works and hereby made a part of the agreement.

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.

The Contractor designated as the "Apparent Low Bidder" after the bid opening shall provide to the County, within thirty (30) days and prior to the issue of the formal "Notice to Proceed" ("NTP"), the name of the designated, certified Storm Water Pollution Control Manager (SWPCM) and shall submit three copies of the Storm Water Pollution Prevention Program (SWPPP). The SWPCM shall be responsible for the preparation of the SWPPP and required modifications or amendments thereto and shall be responsible for the implementation and adequate functioning of the various water pollution control practices ("Best Management Practices") ("BMPs") employed during the project.

By order of the Board of Supervisors of the County of Stanislaus, State of California, made and entered into this October 21, 2008.

ATTEST:

CHRISTINE FERRARO TALLMAN

Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

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

Advertise: Oct. 25, 31 and Nov. 7, 2008

**CONTRACTOR'S BID QUANTITIES:**  
**LOCATED IN THE BID PROPOSAL AND CONTRACT FOR THE FINK ROAD**  
**LANDFILL, LF-2, CELL NO. 5, EXCAVATION PROJECT BOOKLET -- UNDER**  
**CONTRACTOR'S BID.**

**INSURANCE REQUIREMENTS:**

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance.

- General Liability Insurance, \$3,000,000 per occurrence.
- Automobile Liability Insurance, \$1,000,000 per accident.
- Workers' Compensation Insurance as required by the Labor Code of the State of California.
- Insurance to be placed with California admitted insurers (licensed to do business in California) with a Best's rating of no less than A:VII.
- Any deductibles, self-insured retentions or named insured's must be declared.



**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS  
SPECIAL PROVISIONS**

**SECTION 1: SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006, and the Standard Plans dated May 2006, of the Department of Transportation insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Whenever in the Standard Specifications, Standard Plans, Special Provisions, Notice to Bidders, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State or State of California Department of Transportation	County of Stanislaus Stanislaus County, Department of Public Works
Director of Transportation	Stanislaus County Director of Public Works
District Director	Stanislaus County Director of Public Works
Engineer	Stanislaus County Director of Public Works acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Attorney General	Stanislaus County, County Counsel
Contract	Agreement

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in

Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard

Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Proposal and Contract -- Located under separate document called "Bid Proposal and Contract".

## **SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications shall be as shown on the "Sample" Bidder's Bond found in the Bid Proposal and Contract Section of these specifications.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

## **SECTION 3: AWARD AND EXECUTION OF AGREEMENT**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

## **SECTION 4: BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

### **General**

The Contractor shall comply with the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

**The Contractor shall begin work within five (5) days after the date of the Notice to Proceed, and shall complete the work within 75 working days. The date of the Notice to Proceed shall constitute the first working day.**

**The Contractor shall pay to the County of Stanislaus the sum of \$500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.**

The amount specified herein may, at the option of the County, be deducted from any payments due or to become due to the Contractor.

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the County of Stanislaus, Department of Public works, Engineering Division, 1716 Morgan Road, Modesto, California, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

### **Post Construction Meeting**

The contractor shall be required to attend a post construction meeting that will be arranged by the Public Works Engineering Design Division, Charles T Vasquez, (209) 988-8778 after completion of all work and prior to acceptance of final payment. The Project inspector shall attend this meeting. The purpose of the meeting will be to discuss the Project and any related issues that can help improve the future Public Works construction projects. This meeting will be held in Stanislaus County, Public Works Department.

### **As-Built / Record Drawings**

The Contractor shall maintain and keep two (2) sets of plans with all deviation from the approved plans clearly identified. These plans shall be available for review by the County and shall be delivered to the County Inspector after completion of construction at the post construction meeting prior to final payment. All revisions to the approved plans shall be marked clearly. Original reproducible

drawings of the approved plans shall be revised by the contractor and stamped "As-Built" or "Record Drawings" and signed by the Contractor and shall be submitted to the Stanislaus County Department of Public Works for their file records. The costs for maintaining and preparing As Built/Record Drawings shall be included in the unit prices for the various items of work and no separate payment will be made therefore.

**ESTIMATED SCHEDULE OF EVENTS.**

The following is an estimated schedule of events that have been established for this project:

<b>EVENT DESCRIPTION</b>	<b>ANTICIPATED DATE</b>
BOARD APPROVAL OF PLANS AND SPECIFICATIONS	October 21, 2008
PROJECT ADVERTISEMENT	Oct. 25, 31 and Nov. 7, 2008
LAST DAY CONTRACTORS CLARIFICATION REQUESTS	November 19 at 3:00 P.M.
ISSUANCE OF ADDENDUM (IF NEEDED)	November 20, 2008
BID OPENING	2:00 P.M., November 26, 2008
BOARD APPROVAL OF CONTRACT	December 16, 2008
NOTICE TO PROCEED	January 12, 2009
BEGIN CONSTRUCTION	January 19, 2009
END CONSTRUCTION	May/June 2009

**SECTION 5: LABOR**

**Labor Nondiscrimination**

The Contractor shall comply with the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**Notice of Requirements for Nondiscrimination Program  
(Gov. Code, Section 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination" of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

## **Prevailing Wage and Certified Payrolls**

The Contractor shall comply with Section 7-1.01A(2) "Prevailing Wage" and Section 7-1.01A(3) Payroll Records of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the County of Stanislaus Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page

(<http://www.dir.ca.gov/DLSR/PWD/index.htm>).

These wage rates are not included in the Proposal and Agreement for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

## **Apprentices**

The Contractor shall comply with Section 7-1.01A(5) "Apprentices of the Standard Specifications" to ensure compliance and complete understanding of the law regarding apprentices.

## **SECTION 6: Public Safety**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09 "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations. The near edge of the excavation is 12' or less from the edge of the lane, except:
  1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  2. Excavations less than 1' deep.
  3. Trenches less than 1' wide for irrigation pipe or electrical conduit, or excavations less than 1' in diameter.
  4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
  6. Excavations protected by existing barrier or railing.

B. **Temporarily Unprotected Permanent Obstacles.** The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. **Storage Areas.** Material or equipment is stored within 12' of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09 "Public Safety," of the Standard Specifications, shall be offset a minimum of 15' from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08 "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2006 Standard Plan T3, may be used.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

<b>Approach Speed of Public Traffic (Posted Limit)</b>	<b>Work Areas</b>
(45 Miles Per Hour)	Within 6' of a traffic lane but not on a traffic lane
(35 to 45 Miles Per Hour)	Within 3' of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10' without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians. Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## **SECTION 7: STORM WATER POLLUTION**

The Contractor designated as the "Apparent Low Bidder" after the bid opening shall provide to the County, within thirty (30) days and prior to the issuance of the formal "Notice to Proceed" ("NTP"), the name of the designated, certified Storm Water Pollution Control Manager (SWPCM) and shall submit three (3) copies of the Storm Water Pollution Prevention Program (SWPPP). The SWPCM shall be responsible for the preparation of the SWPPP and required modifications or amendments thereto and shall be responsible for the implementation and adequate functioning of the various water pollution control practices ("Best Management Practices" ("BMPs")) employed during the project.

## **SECTION 8: BUY AMERICA REQUIREMENTS**

The Contractor shall comply with the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, confirming to the provisions in Section 6-1.07,

"Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

## **SECTION 9: REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

## **SECTION 10: SUBCONTRACTING**

The Contractor shall comply with the provisions in Section 8-1.01, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at

[http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).



This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

### **Prompt Progress Payment to Subcontractors**

The Contractor shall comply with the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

### **Prompt Payment of Withheld Funds to Subcontractors**

The Contractor shall return all monies withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

## **SECTION 11: PAYMENTS**

The Contractor shall comply with Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

N/A

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials where designated by (P), (S-P), or (S-P-F) in the

Engineers Estimate, will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

N/A

#### **SECTION 12: NOTICE OF POTENTIAL CLAIM**

The Contractor shall comply with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions.

#### **SECTION 13: PAYMENT OF WITHHELD FUNDS**

Section 9-1.065, "Payment of Withheld Funds," of the 2006 Standard Specifications, is deleted in its entirety.

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.

#### **SECTION 14: ENCROACHMENT PERMIT --- Not Applicable**

#### **SECTION 15: SURFACE MINING AND RECLAMATION**

The Contractor shall comply with the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

#### **SECTION 16: BONDS**

The successful bidder shall furnish and deliver to the County, at the time of delivery of the signed Agreement, a surety bond, in the amount equal to 100 percent of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to 100 percent 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. 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 must be notarized.

## **SECTION 17: INSURANCE**

Limits located in a separate booklet entitled, Bid Proposal and Contract for the Fink Road Landfill, LF-2, Cell No. 5, Excavation Project under the heading entitled, "Insurance Requirements"

## **SECTION 18: 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 recording to substitute a legible original document or to prepare a legible copy of the first document by handwriting or typewriting and attaching 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.

## **SECTION 19: EQUAL EMPLOYMENT OPPORTUNITY**

The 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 non-discrimination 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. Codes 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.

## **SECTION 20: SURVEYS AND GRADES**

The Engineer shall establish permanent type reference monuments or posts for the horizontal alignment and vertical control of the work. The Contractor shall provide all temporary stakes for horizontal and vertical alignment sufficient for construction of the project. The Contractor is charged with the responsibility of adequately protecting said stakes and monuments. If the Contractor fails to protect said stakes and monuments, the Contractor shall request the Engineer to reestablish said stakes and monuments. Any cost to restore said stakes and monuments shall be borne by the Contractor. The County reserves the right to deduct from any progress payment due the Contractor the cost of restoring any stakes and/or monuments.

## **SECTION 21: MATERIALS**

### **Acceptance Testing**

Acceptance testing shall be conducted in accordance with the Stanislaus County Public Works Quality Assurance Program. A copy of the Quality Assurance Program is available from the Stanislaus County Public Works Department, Engineering Division, 1716 Morgan Road, Modesto, CA 95358.

### **Agency-Furnished Materials**

The Contractor shall comply with Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these Special Provisions. The following materials will be furnished to the Contractor:

NONE

## **SECTION 22: DESCRIPTION OF WORK**

Work to be accomplished includes the mass grading of approximately 1.3 million cubic yards of soils for the new cell, topographic surveying, removal and relocation of two (2) monitoring wells, road access, rip-rap, drainage and other such items not mentioned herein that are required by the plans and specifications.

**COUNTY OF STANISLAUS**  
**DEPARTMENT OF ENVIRONMENTAL RESOURCES**

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**PART II**  
**BID PROPOSAL AND CONTRACT**

**FOR THE**

**FINK ROAD LANDFILL, LF-2, CELL NO.5**  
**EXCAVATION PROJECT**

**Approved by Stanislaus County Board of Supervisors: October 21, 2008**  
**Bid Opening Time and Date: 2:00 P.M., November 26, 2008**

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## INFORMATION FOR BIDDERS

**SECTION 1: DATE AND PLACE FOR OPENING PROPOSALS.** Pursuant to the "Invitation to Bidders and Special Provisions", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders and Special Provisions", proposals will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

**SECTION 2: PRINTED FORM OF PROPOSALS.** All proposals must be made upon the blank proposal attached hereto, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: "**Proposal for the Fink Road Landfill, LF-2, Cell No.5, Excavation Project** and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, California, 95354 **PRIOR TO 2:00 P.M., November 26, 2008.** No bid may be withdrawn within 60 days after time of opening.

**SECTION 3: 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 shall at once notify the Engineer who may send a written instruction to all bidders.

**SECTION 4: 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 that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that 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 that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board 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.

**SECTION 5: CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND.** All proposals shall be accompanied by cash, a certified check, certified to by a 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.

**SECTION 6: ACCEPTANCE OF PROPOSALS AND ITS EFFECT.** Within 60 days after the opening of the proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be a 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 or its authorized designee.

**SECTION 7: 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 Environmental Resources. 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.

**SECTION 8: 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 responsible bidder who has submitted the lowest bid. 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.

**SECTION 9: TIME FOR BEGINNING AND COMPLETING THE WORK.** The Contractor shall commence work as specified in Section 4 of the Invitation to Bidders and Special Provisions.

**SECTION 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.

**SECTION 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 Public Works Engineering, 1716 Morgan Road, Modesto, California 95358.

**SECTION 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.

**SECTION 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 2.1 of the "Agreement for Independent Contractor Services" without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that 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.

# PROPOSAL

## STANISLAUS COUNTY BOARD OF SUPERVISORS

### FOR THE CONSTRUCTION OF

### FINK ROAD LANDFILL, LF-2, CELL NO. 5

### EXCAVATION PROJECT

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_  
*(Please include even if P.O. Box used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO: AREA CODE ( ) \_\_\_\_\_

FAX NO: AREA CODE ( ) \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The plans and specifications for the work to be done were adopted by the Board of Supervisors on **October 21, 2008**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF ENVIRONMENTAL RESOURCES  
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION  
OF THE  
FINK ROAD LANDFILL, LF-2, CELL NO. 5, EXCAVATION PROJECT**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit

price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the COUNTY OF STANISLAUS' Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the COUNTY OF STANISLAUS, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

## **BID DOCUMENTS REQUIRED AT BID OPENING**

**It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening.**

Contractor's Bid Sheet  
Addendum Sheet  
Subcontractor List  
Equal Employment Opportunity Certification  
Public Contract Code  
Noncollusion Affidavit  
Non-Discrimination of the Handicapped  
Debarment and Suspension Certification  
Proposal Signature Sheet  
Bidder's Bond

**It is recommended that the following document be submitted at bid opening.**

W-9 Form

**Note: The above forms and documents must be completed and submitted with your bid for your bid to be accepted as complete at the bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.**

# INSURANCE REQUIREMENTS

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance.

## Insurance Requirements.

1. At or before the date specified in the Instructions to Bidders, Contractor shall furnish to County satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
  - a. Comprehensive or Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be less than **[\$3,000,000]** each occurrence, **[\$3,000,000]** general aggregate limit, and **[\$3,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
  - b. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury and **[\$1,000,000]** each occurrence Property Damage (or **[\$1,000,000]** combined single limit, each accident).
  - c. Workers' Compensation and Employer's Liability Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
2. All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.
3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either:

(a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

4. Required Endorsements: The policies required herein shall be endorsed, in a form and manner acceptable to County, as follows:
  - a. Name County of Stanislaus, its Board of Supervisors and their employees, representatives, consultants (including without limitation Engineer), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
  - b. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required herein.
  - c. Insurance shall be primary and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.
  - d. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insureds, as well as other insurance carriers for the Work.
5. Declarations Pages Required. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections A.1 and A.2 above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.
6. Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County, (Attention: Department of Public Works), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County's request, Contractor shall submit to County, within 30 Days, copies of the actual insurance policies or renewals or replacements.

7. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
8. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from County, County may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.
9. Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
10. Except that Subcontractors need obtain only \$1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to County within ten Days of County's request.
11. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
  - a. Each Professional shall maintain the following insurance at its sole cost and expense:
    - i. Provided such insurance is customarily required by County when professionals engaged in the profession practiced by Professional directly contract with County, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.
    - ii. All insurance required to be held by Contractor as described above. Professional shall satisfy all provisions herein relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing work on the Project.



12. If required by County, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to County.

**CONTRACTOR'S BID SHEET  
FOR  
FINK ROAD LANDFILL, LF-2, CELLNO.5, EXCAVATION  
PROJECT**

Item no.	Item	Unit of Measure	Estimated Quantity	Item Price (Figures)	Total (Figures)
1	Mobilization and Demobilization	LS	1		
2	Work Survey and As-built	LS	1		
3	Earthfill	CY	1,700		
4	Excavation	CY	1,327,300		
5	Selective Demolition	LS	1		
6	Ditch Excavation	LF	4,200		
7	Rip Rap	LS	1		
<b>TOTAL</b>					

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.**

**ADDENDUM SHEET  
FOR  
FINK ROAD LANDFILL, LF-2, CELLNO.5, EXCAVATION  
PROJECT**

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

## SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

	<b>Subcontractor</b>	<b>Business Address</b>	<b>Description of Portion of Work Subcontracted</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

---

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

**PUBLIC CONTRACT CODE**  
**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

---

**Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

---

**Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

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

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

# 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.

### 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 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 \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ TEL. \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
(Signature)

DATED \_\_\_\_\_

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

**W-9 FORM**



# PROPOSAL SIGNATURE SHEET

ACCOMPANING THIS PROPOSAL IS \_\_\_\_\_ (INSERT THE WORDS "CASH (\$ \_\_\_\_\_)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE) IN AMOUNT EQUAL TO AT LEAST TEN PERCENT OF THE TOTAL OF THE BID.

THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:

## IMPORTANT NOTICE

*If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

LICENSED IN CONFORMANCE WITH AN ACT PROVIDING FOR THE REGISTRATION OF CONTRACTORS,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

Expiration Date \_\_\_\_\_

**ADDENDA** -- THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S \_\_\_\_\_

*(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)*

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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

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

Signature and Title of Bidder

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

**Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.**

**COUNTY OF STANISLAUS  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BIDDER'S BOND**

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety  
are bound unto the County of Stanislaus, State of California, hereafter referred to as "Obligee", in  
the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the  
Obligee for the work described below, for the payment of which sum we bind ourselves, jointly  
and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for **Fink Road Landfill, LF-2, Cell No. 5,  
Excavation Project**, for which bids are to be opened at Stanislaus County Board of Supervisors  
Office, Tenth Street Place, 1010 10th Street, Ste. 6500, Modesto, CA, November 26, 2008.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner  
required under the specifications, after the prescribed forms are presented to him for signature,  
enters into a written contract, in the prescribed form, in conformance with the bid, and files two  
bonds with the Obligee, one to guarantee faithful performance of the contract and the other to  
guarantee payment for labor and materials as provided by law, then this obligation shall be null  
and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety  
shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be  
fixed by the court.

Dated: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Principal*

\_\_\_\_\_  
*Surety*  
By \_\_\_\_\_  
*Attorney-in-fact*

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

**Note: A Bidder's Bond must be completed and submitted with your bid for  
your bid to be accepted as complete.**

## CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 County has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain

extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).
- 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated [Month, Day, [200\_] is in the penal sum of Insert Amount which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to Insert name of Contractor ("Contractor"), Insert name of Surety ("Surety"), County of Stanislaus ("County"), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT: COUNTY OF STANISLAUS INSERT PROJECT TITLE  
CONTRACT NUMBER: INSERT CONTRACT NO.

Dated \_\_\_\_\_, 200\_ in the amount of \_\_\_\_\_  
(the "Penal Sum").

CONTRACTOR:

SURETY:

Company: (Corp. Seal)

Company: (Corp. Seal)

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

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

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

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

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

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

**Note: A Payment Bond will be required prior to contract execution with the successful bidder.**

## CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimant; and
  - 2.2 Defends, indemnifies and hold harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page on this Bond) or any claims, demands, lien or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California's Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligation to made payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes to time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing address.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions:
  - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, material or equipment" that part of water, gas, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The Term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b),
  - 13.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

- 13.3 **County Default:** Material failure of County, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and its sufficient to justify termination of the Construction Contract.



## **STATE PREVAILING WAGE RATES**

For current rates go to the Department of Industrial Relations homepage on the internet:

[http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)

## AGREEMENT

THIS AGREEMENT, dated this **Insert Date** day of **Insert Month**, [**200Insert Year**], by and between **Insert Contractor** whose place of business is located at **Insert Contractors Address** ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. **Insert Resolution No.** adopted on the **Insert Date** day of **Insert Month**, **Insert Year** awarded to Contractor the following Contract:

**CONTRACT NUMBER Insert Contract No.**

**Fink Road Landfill, LF-2, Cell No.5  
Excavation Project**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

### **Article 1. Work**

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

### **Article 2. Architect/Engineer and Project Manager**

- 2.1 **Randall Wall** designed the Project and furnished the Plans and Specifications. **Randall Wall** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated **Chris Brady** as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

### **Article 3. Contract Time and Liquidated Damages**

#### **3.1 Contract Time**

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout 75 Working Days from the date when the Contract Time commences to run as provided in General Conditions.

#### **3.2 Liquidated Damages**

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

- 3.2.1 Five hundred dollars (\$500.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

### **Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

## **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

## **Article 6. Contract Documents**

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Notice of Award  
Agreement  
Notice to Proceed  
Special Provisions  
Construction Performance Bond  
Construction Labor and Material Payment Bond  
General Conditions  
Supplementary General Conditions  
Addenda  
Construction Details  
Drawings  
Encroachment Permit **[If applicable]**

6.2 There are no Contract Documents other than those listed in this Document, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in General Conditions.

## **Article 7. Indemnity**

7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

#### **Article 8. Miscellaneous**

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Provisions, Section 1: SPECIFICATIONS AND PLANS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).

- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**COUNTY OF STANISLAUS**

**CONTRACTOR: Insert Contractors Name**

By: \_\_\_\_\_  
Sonya Harrigfeld, Director  
Department of Environmental Resources

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

\_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

APPROVED AS TO FORM  
JOHN P. DOERING, County Counsel

By: \_\_\_\_\_  
Thomas E. Boze, Deputy County Counsel

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

\_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

COUNTY RESOLUTION NO. Insert Resolution No.

**END OF DOCUMENT**



**COUNTY OF STANISLAUS**  
**DEPARTMENT OF ENVIRONMENTAL RESOURCES**

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**PART IV**  
**ADMENDMENTS TO THE MAY 2006 STANDARD**  
**SPECIFICATIONS**

**FOR THE**

**FINK ROAD LANDFILL, LF-2, CELL NO.5**  
**EXCAVATION PROJECT**

**THE FOLLOWING LINK IS PROVIDED TO ACCESS THE LATEST**  
**AMENDMENTS TO THE STATE STANDARD SPECIFICATIONS**

[http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2006-SSPs/Sec\\_01-03/](http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2006-SSPs/Sec_01-03/)

**Approved by Stanislaus County Board of Supervisors: October 21, 2008**  
**Bid Opening Time and Date: 2:00 P.M., November 26, 2008**

**COUNTY OF STANISLAUS**  
**DEPARTMENT OF ENVIRONMENTAL RESOURCES**

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**PART V**  
**CONSTRUCTION DETAILS**  
**FOR THE**  
**Fink Road Landfill, LF-2, Cell No.5**  
**Excavation Project**


**Approved by Stanislaus County Board of Supervisors: October 21, 2008**  
**Bid Opening Time and Date: 2:00 P.M., November 26, 2008**

**CONTRACT DOCUMENTS  
LF-2, CELL NO. 5  
EXCAVATION  
AT THE FINK ROAD LANDFILL**

Prepared for  
County of Stanislaus  
Department of Public Works

October 2008

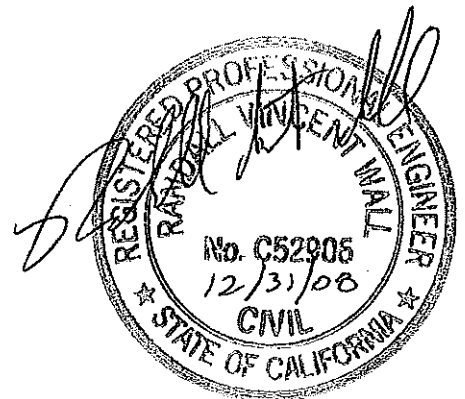
Prepared by:

  
**Shaw** Shaw Environmental, Inc.  
1324 North Market Boulevard  
Sacramento, California 95834  
(916) 928-3300

  
**Golder  
Associates**  
10009 Enterprise Way, Suite 190  
Roseville, California 95678  
(916) 786-2424

(Under Subcontract to Shaw Environmental, Inc.)

Project No.: 083-97310



# CONTRACT DOCUMENTS TABLE OF CONTENTS

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## SPECIFICATIONS

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**CONSTRUCTION DRAWINGS**

No.	Title	Revision	
		No.	Date
1	Title Sheet	0	9/24/08
2	Site and Stockpile Plan	0	9/24/08
3	Subgrade Plan (1 of 2)	0	9/24/08
4	Subgrade Plan (2 of 2)	0	9/24/08
5	Sections and Details	0	9/24/08
6	Sections and Details	0	9/24/08

# 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 ash monofill 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.

#### Summary of Work

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 excavation of soils within the LF-2, Cell No. 5 area. The Work is more fully detailed in the Specifications and the Construction Drawings included herein.

B. Principal Features:

LF-2, Cell No. 5 Excavation

1. Mobilization of equipment and labor.
  2. Excavation and placement of earthfill in LF-2, Cell No. 5.
  3. Selectively stockpile side slopes operations layer soil, base operations layer soil and plastic fine grain soil.
  4. Construct east access road per plans.
  5. Stockpile excess soil.
  6. Demobilize equipment.
- C. The Base Bid includes all work necessary for complete excavation LF-2, Cell No. 5 as described above. (Items 1 – 6)
- 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

Summary of Work



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. 5 Excavation

- 1. Mobilization of equipment and labor.
- 2. Excavation and placement of earthfill in LF-2, Cell No. 5.
- 3. Selectively stockpile side slopes operations layer soil, base operations layer soil and plastic fine grain soil.
- 4. Construct east access road per plans.
- 5. Stockpile excess soil.
- 6. 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

Summary of Work

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, as specified within the contract documents.
- C. Extensions of the Contract Time, authorized by Change Order, will extend the completion date specified.

### Summary of Work

#### 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.

#### 1.10 WORK QUALITY

- A. Shop and field work 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.

#### 1.11 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

Summary of Work

Specifications.

1.12 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

Summary of Work

## SECTION 01019

### MOBILIZATION AND DEMOBILIZATION

#### 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 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.*

#### Measurement and Payment

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.

Measurement and Payment

1.05 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.

1.06 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.

1.07 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.

1.08 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 Sections 01019, 01190, 01300, 01400, 01500, 01560 and 01561. Additionally, includes all work necessary to provide construction water during the length of the project from an offsite source.

Measurement and Payment



- B. Work Surveys and As-builts (Bid Item 2):
1. Measurement, lump sum.
  2. Payment, contract unit price.
  3. Includes work necessary to perform layout of work and surveys, as described in Section 01052 and provide as-built information.
- 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 moisture condition soil and place earthfill to meet the grades shown on the plans and 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. Contract unit price per cubic yard.
  3. Includes work necessary to excavate on site soils, provide flag person(s) and traffic control as described in Section 01560, develop and maintain haul roads, provide dust control, selectively stockpile side slope operations layer material, selectively stockpile low permeability fine grain soil, selectively stockpile base operations layer soil and place excess soil in stockpile as described in Section 02200 and shown on the plans.
- E. Selective Demolition (Bid Item 5):
1. Measurement: Lump sum.
  2. Payment: Contract unit price per lump sum.
  3. Includes all work necessary to demolish and dispose of existing subdrain riser pipe and backfill sump with lean concrete.

#### Measurement and Payment

F. Ditch Excavation (Bid Item 6):

1. Measurement: Linear foot.
2. Payment: Contract unit price per linear foot.
3. Includes all work necessary to excavate ditches to flow lines, geometry and grades as shown on the plans.

G. Rip Rap (Bid Item 7):

1. Measurement: Lump sum.
2. Payment: Contract unit price per lump sum.
3. Includes all work necessary to supply and install rip rap according to the plans.

END OF SECTION 01025

Measurement and Payment

## SECTION 01052

### LAYOUT OF WORK AND SURVEYS

#### 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 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 Layout of Work and Surveys

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 registered in the State of California).

- 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. 5.
- 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. Copies of the subgrade verification survey must be provided to the owner and reviewed by the Owner/Engineer prior to the acceptance of the subgrade and placement of the overlying geosynthetics. Contractor to provide Autocad compatible computer file of finish grades including specific points that define the base along with contours at a minimum 2 foot interval.

#### Layout of Work and Surveys

3. Calculate earthwork quantities.

C. Stockpiles

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

D. 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.

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 2002 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 California Land Surveyor.

1.05 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.

1.06 SURVEY MONUMENTS

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

1.07 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**

Layout of Work and Surveys

Not Used

END OF SECTION 01052

Layout of Work and Surveys

## 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.

#### References

### 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

#### References



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

#### References

**PART 2 - PRODUCTS**  
Not Used

**PART 3 - EXECUTION**  
Not Used

END OF SECTION 01090

#### References

## 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 adjacent to 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 uncovering of the existing Cell Nos. 2, 3 and 4 liner systems. The Contractor shall become familiar with the potential hazards associated with leachate.

#### Health and Safety

#### 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 near the leachate surface impoundments, 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.

Health and Safety

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

Health and Safety

## 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
- 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.

#### Submittals

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 24 inches by 36 inches.
3. A clear space of 3 inch by 3 inch shall be provided on each drawing

### Submittals

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

Submittals



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 numbers 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

#### Submittals

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.

Submittals

**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.

**Submittals**

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. 5 Excavation

- 1. Mobilization of equipment and labor.
  - 2. Excavation and placement of earthfill in LF-2, Cell No. 5.
  - 3. Selectively stockpile side slopes operations layer soil and highly plastic fine grain soil.
  - 4. Construct east access road per plans.
  - 5. Stockpile excess soil.
  - 6. Demobilize 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.

Submittals

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

Submittals

## 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

##### 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  
Quality Assurance & Quality Control

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 control quality 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.

**Quality Assurance & Quality Control**

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

Quality Assurance & Quality Control



## 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

#### Construction Facilities

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 (CQA) 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.

### Construction Facilities

#### 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 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

#### Construction Facilities

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

#### Construction Facilities

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 is not available from on-site sources. The Contractor will have to make allowances to pump needed water from the adjacent off site aqueduct. The aqueduct is approximately 4 miles from the site, one way.
- 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 shut-down times in order

#### Construction Facilities

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

Construction Facilities

## SECTION 01560

### TEMPORARY CONTROLS

#### 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 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.

#### Temporary Controls

## 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. Water is not available on site. The Contractor will have to make allowances to pump needed water from the adjacent off site aqueduct. Cost to perform this operation is included within the mobilization of equipment bid item.
- 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.
- H. A Dust Control Plan must be prepared, submitted and approved by the San Joaquin Valley Air Pollution Control District prior to the start of work. The plan shall be prepared in conformance with SJVAPCD Regulation VIII –

### Temporary Controls



fugitive PM10 Prohibitions, Dust Control Plan. All costs of plan preparation, submittal, review fees, and permitting fees shall be encumbered by the contractor and paid for under the Mobilization and Demobilization pay item.

#### 1.04 POLLUTION CONTROL

- A. Erosion Control: Contractor's construction and related activities shall include measures to control sediment transport on slope surfaces.
- B. Pollution of Waterways: The Contractor's construction and related activities shall be performed by methods that prevent entrance or accidental spillage of solid or liquid matter, contaminants, debris and other objectionable pollutants and wastes into streams, watercourses, flowing or dry, and underground water sources. Such pollutants and wastes will include, but will not be restricted to, refuse, earth and earth products, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, hazardous chemicals, oil and other petroleum products, aggregate processing tailings, and mineral salts. Pollutants and wastes shall be disposed of in accordance with applicable permit provisions or in a manner acceptable to and approved by the Owner.
- C. Storage and Disposal of Petroleum Products:
  - 1. Petroleum products covered by this Section include gasoline, diesel, fuel, lubricants, heating oils, and refined and used oil. During project construction, all petroleum products shall be stored in such a way as to prevent contamination of all ground and surface waters.
  - 2. Lubricating Oil: Lubricating oil may be brought into the project area in steel drums or other means, as the Contractor elects. If the total volume of stored oil is greater than 1,320 gallons, then the Contractor shall provide secondary containment facilities. Used lubricating oil shall be stored in steel drums, or other approved means, and shall be returned to the supplier for disposal. It shall not be burned or otherwise disposed of at the project area.
  - 3. If the total volume of stored petroleum products is greater than 1,320 gallons and these products are stored above ground, the Contractor shall prepare a spill prevention control and countermeasure plan in accordance with applicable EPA and other state regulations.

#### 1.05 TRAFFIC AND SAFETY CONTROLS

- A. Access:
  - 1. The Owner will provide additional access information at the pre-bid  
Temporary Controls

meeting.

2. The Contractor shall at all times maintain two-way access for landfill traffic. The Contractor must submit a detailed traffic plan for the Owner's review and approval a minimum of 7 days prior to the start of work. The traffic plan shall not have grades steeper than 10 percent for landfill traffic and will be clearly marked with adequate safety signal. Contractor shall provide flag persons during excavation activities in LF-2, Cell No. 5 as deemed necessary by the County. It is assumed that two intersections will need traffic control with the appropriate number of flag persons.
- 
- B. The Contractor shall post construction areas and roads with traffic control signs or devices used for protection of workmen, the public and equipment. The signs or devices shall conform to the California Manual or Uniform Traffic Control Devices, 2003.
  - C. Signs or traffic control devices shall be removed or covered as soon as they have served their purpose. It is particularly important to remove any markings on road surfaces which under conditions of poor visibility could cause a driver to turn off the road or into traffic moving in the opposite direction.
  - D. Barricades for protection of employees shall conform to the portions of the California Manual or Uniform Traffic Control Devices, 2003, relating to barricades.
  - E. Material Haul on Public Roads: All requirements stated in the permits shall be followed for using public roads for hauling materials to the Site.
  - F. Flag persons, properly equipped with International Orange protective clothing and flags, shall be provided at such times, as necessary, to direct or divert pedestrian or vehicular traffic.
  - G. The Contractor shall construct and maintain fences, planking, barricades, lights, shoring, and warning signs as required by local authorities, Owner, and federal and state safety ordinances, and as required, to protect the Owner's property from injury or loss and as necessary for the protection of the public, and provide walks around any obstructions made in a public place for carrying on the Work covered in this Contract. All such protection shall be left in place and maintained until removal is authorized by the Owner.
  - H. In addition, the Contractor shall guard and protect all workers, pedestrians, and the public from excavations, blasting operations, construction equipment,

#### Temporary Controls

all obstructions, and other dangerous items or areas by means of adequate railings, guard rails, temporary walks, barricades, warning signs, sirens, directional signs, overhead protection, planking, decking, danger lights, etc.

**1.06 WATER CONTROL**

- A. The Contractor shall be responsible for furnishing labor, materials, equipment, incidentals, and accessories to design, install, construct, operate, and maintain such equipment, means, and measures that may be required for control of surface storm water and seepage groundwater from work areas including, but not limited to, earthwork. This includes design and installation or construction of temporary gravity and pump systems.

**1.07 MAINTENANCE**

- A. Contractor shall maintain all temporary controls in good working conditions during the term of the Contract for the safe and efficient transport of equipment and supplies, and for construction of permanent works, as required by the Owner.

**1.08 STATUS AT COMPLETION**

- A. Upon completion of the Work, or prior thereto, when so required by the Owner, Contractor shall remove all temporary controls and restore disturbed areas as required by the Owner.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01560

Temporary Controls

## SECTION 01561

### CONSTRUCTION CLEANING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Cleanup during construction
  - 2. Final cleaning of the Site prior to acceptance of the project by the County/Engineer
- B. The requirements specified in this section are supplemental to the requirements specified in the General Specifications.

##### 1.02 GENERAL

- A. It is required that the entire Site be kept in a neat and orderly condition, and the County/Engineer may, at any time during construction, order a general cleanup of the Site as a part of the work under this section.
- B. Contractor shall dispose of waste, trash, and debris in a safe, acceptable manner, consistent with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Class III municipal waste generated from site activities may be disposed of at the working face of the LF-2, Cell No. 4 landfill as allowed by the County/Engineer. All refuse shall be taken across the landfill scale prior to disposal. No charge will be made to the Contractor for proper disposal. No other waste material or debris shall be buried on the Site. Burning of trash and debris on the Site will not be permitted.

##### 1.03 CLEANUP DURING CONSTRUCTION

- A. Cleanup: The Contractor will be required to clean up construction work areas including all office facilities and dispose of waste material. Cleanup of construction work areas will be required on a daily basis. At the close of each day's work all small quantities of waste and debris resulting from construction activities and from office facilities shall be gathered up and disposed of as designated in paragraph B below. Waste and debris shall not be allowed to accumulate in such quantities as to create an unsightly appearance, or safety or fire hazard, nor shall it interfere in any way with free access to, and operation of existing facilities.

#### Construction Cleaning

- B. **Waste Disposal:** The Contractor shall provide suitable receptacles for all construction and office waste material such as wrapping paper, discarded containers, scrap lumber, scrap metals, etc.

**1.04 FINAL SITE CLEANUP**

- A. Prior to final inspection, the entire Site shall be thoroughly cleaned and shall be put into a neat, acceptable condition. All construction waste and unused materials, dunnage, loose rock and stones, excess earth, and debris of any description resulting from the work shall be removed from the entire Site.
- B. All pavements and paved walks shall be hosed down and scrubbed clean where necessary.
- C. All construction areas shall be thoroughly cleaned to the satisfaction of the County/Engineer prior to final acceptance of the completed Contract.

**PART 2 - PRODUCTS**

(Not Used)

**PART 3 - EXECUTION**

(Not Used)

END OF SECTION 01561

Construction Cleaning

## SECTION 01600

### MATERIALS AND EQUIPMENT

#### 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 materials and equipment including handling, transportation, and storage thereof.
- C. Related Sections:
  - 1. Section 01300 - Submittals
  - 2. Section 01400 - Quality Control
  - 3. Section 01630 - Product Options and Substitutions

##### 1.02 QUALITY OF MATERIALS

- A. Materials and equipment provided shall be new, except as may be indicated in the Specifications or the Construction Drawings.
- B. The materials and equipment shall be manufactured, handled, transported, stored, and used in accordance with the requirements of the manufacturer and to ensure completed work meets the requirements of the Contract Documents.

##### 1.03 HANDLING AND TRANSPORTATION

- A. Handling:
  - 1. Avoid bending, scraping, or overstressing materials and equipment. Protect projecting parts by blocking with wood, by providing bracing, or by other approved methods.
  - 2. Materials and equipment shall be protected from soiling and moisture by wrapping or by other approved means.
  - 3. Small parts of equipment and accessories shall be packaged in containers such as boxes, crates, or barrels to avoid dispersal and loss. Firmly secure an itemized list and description of contents to each such container.

#### Materials and Equipment

- B. Transportation: Loading, transporting, unloading, and storage of all materials and equipment shall be conducted such that they are kept clean and free from damage.

1.04 STORAGE AND PROTECTION

- A. Provide sheltered, weathertight or heated weathertight storage as required for materials and equipment subject to weather damage.
- B. Provide blocking, platforms, or skids for materials and equipment subject to damage by contact with ground.
- C. Store packaged materials in their original unbroken package or container.
- D. Protect materials and equipment from damage during warehousing operations.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01600

Materials and Equipment

## SECTION 01630

### PRODUCT OPTIONS AND SUBSTITUTIONS

#### 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 procedures for submission of requests for substitutions of products.
- C. Related Sections:
  - 1. Section 01300 - Submittals
  - 2. Section 01600 - Materials and Equipment

##### 1.02 SUBSTITUTIONS

- A. The Contractor shall submit to the Engineer for review a complete list of all materials and equipment which differ in any respect from materials and equipment specified in these Specifications or on the Construction Drawings. Include with this list all materials which are proposed by subcontractors for use in the Work of this Contract and also materials which are not specifically mentioned in the Specifications.
- B. Whenever the name, brand, or model of a manufacturer's article, product, item of equipment, or system is specified, it is used as a measure of quality and utility, or as standard. No intent to limit competition is inferred or implied. Where more than one manufacturer's name is specified, the first named manufacturer is the basis of design. Second, third, and subsequent named manufacturers shall be considered substitutions, but requests for their substitutions are not required.
- C. If the Contractor desires to use any other brand or manufacture of equal quality, appearance, and utility to the product specified, the Contractor shall request substitution as provided herein. The Engineer will accept as satisfactory or reject the request for substitution, and the Engineer's decision shall be final. Unless substitutions are requested as provided herein, no such deviations from the Construction Drawings and Specifications will be permitted.

#### Product Options and Substitutions



D. Requests for substitutions will be considered only when offered by the Contractor as follows:

1. Submit complete technical data, including drawings; complete performance specifications, provide test data and perform tests as may be required by the Engineer; submit samples of the article proposed for substitution, as applicable.
2. Submit comparative data of material, equipment, or system to be replaced by proposed substitution.
3. If value engineering is involved in the Contractor's request or proposal for substitution, the amount to be credited to the Owner or deducted from the Contract Price, if the proposed substitution is accepted, shall be submitted along with a comparative cost breakdown.
4. Include a statement in the transmittal letter, signed by the Contractor, that the proposed substitution is in full conformance with the Contract Documents.
5. All requests for substitutions, along with required information and exhibits, shall be submitted to the Engineer in accordance with Section 01300.
6. Requests for substitutions shall contain not less than the following information in the heading or subject to the transmittal letter:
  - a. Project Title or Number.
  - b. Subject (Unit or Division of Work).
  - c. Construction Drawings and Specification References: Drawing Number and Detail; Specification Section, Article, Paragraph, Subparagraph.

E. In the analysis of a proposed substitution for conformance with Specifications, Construction Drawings, and design factors of the Project, consideration will be given to the service, performance, and maintenance experience of all elements of the proposed substitution. To this end, the Engineer may require prompt advice or not less than three (3) readily accessible, comparable installations of the item proposed for substitution, made within the past 5 years.

#### Product Options and Substitutions

- F. The Engineer may require the Contractor to furnish a written warranty, with adequate safeguards to the Owner assuring satisfactory performance of a proposed substitute item or system for a stated minimum period of time, usually 1 year.
- G. If a proposed substitution requires changes in related work, which, in the opinion of the Engineer, constitute a deviation from Contract requirements or aspects of design, it may be rejected.
- H. Contractor shall be responsible for the execution of any changes in other parts of his own work or the work of subcontractors or other contractors, caused by a substitution, at no additional cost to the Owner.
- I. Contractor shall not proceed with any substitution until the Engineer has accepted the substitution as satisfactory, in writing. Such acceptance shall not relieve the Contractor from complying with the requirements of the Construction Drawings and Specifications.
- J. Failure to propose the substitution of any product a minimum of fourteen (14) calendar days in advance of the proposed installation may be deemed sufficient cause for the denial of the request for substitution. The Engineer shall typically render a decision on the suitability of the proposed substitution within five (5) calendar days of receipt of the request.
- K. Any substitutions submitted to the Engineer which do not comply with the above requirements will be returned to the Contractor without the Engineer's review.
- L. Originally specified items shall be furnished, unless a request for substitution is submitted and accepted in accordance with the foregoing requirements.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01630

Product Options and Substitutions

## SECTION 01720

### PROJECT RECORD DOCUMENTS

#### 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 preparation, maintenance, completion, and submission of all project record drawings, specifications and related documents.
- C. The requirements specified herein are in addition to any requirements for record documents specified elsewhere in these Specifications.
- D. Related Sections:
  - 1. Section 01300 - Submittals

##### 1.02 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintain at the job site one copy of the following Project or Contract Documents for record purposes:
  - 1. Construction Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders
  - 5. Engineer's Field Orders
  - 6. Reviewed Shop Drawings
  - 7. Clarifications or Explanatory Drawings and Specifications
  - 8. Inspection Reports
  - 9. Laboratory Test Records
  - 10. Field Test Records
- B. Store documents used for record purposes in the field office or other approved location, apart from documents used for construction.
- C. File documents in accordance with the Construction Specification sections.
- D. Maintain documents in clean, dry, legible conditions.

#### Project Record Documents

- E. Do not use record documents for construction purposes.
- F. Make documents available at all times for inspection by the Owner and his authorized representatives.

### 1.03 RECORD DRAWINGS

#### A. Project Drawings:

1. Contractor shall maintain "as-built" or Record Drawings of all work and subcontracts, continuously as the job progresses. A separate set of prints, for this purpose only, shall be kept at the job site at all times.
2. These Record Drawings shall be kept up-to-date and may be reviewed and approved by the Engineer and Owner prior to approval of monthly progress payments.
3. The Engineer will furnish the Contractor with a complete set of reproducible transparencies for the purpose of Record Drawings.
4. All deviations from the Construction Drawings, exact locations of permanent property markers or monuments, all utilities and services, mechanical and electrical lines, details, and other work shall be finally incorporated on this reproducible set by the Contractor.
5. During the course of construction, actual locations to scale shall be identified on the Record Drawings for all runs of mechanical and electrical work, including all site utilities and services, installed underground, in walls, or otherwise concealed. Deviations from the Construction Drawings shall be shown in detail. All main runs, whether piping, conduit, ductwork, or drain lines shall be located, in addition, by dimension and elevation.
6. No work shall be permanently concealed until the required information has been recorded.
7. Where the Engineer's drawings are not of sufficient size, scale, or detail, the Contractor shall furnish his own drawings for incorporation of details and dimensions.
8. The Contractor shall submit the Record Drawings to the Owner before the Owner's acceptance of the Work.

### Project Record Documents

B. Addenda and Change Orders:

1. Changes to the Construction Drawings effected by Addenda, Change Orders, or Engineer's Field Orders shall be incorporated on the reproducible set, and these changes shall be identified by Addendum, Change Order or Engineer's Field Order number, and effective date.
2. When revised drawings are issued as the basis of or along with addenda, these revised drawings shall be incorporated into the Record Drawings with appropriate annotation. The Engineer will furnish the Contractor with reproducible transparencies of such revised drawings.

C. Shop Drawings:

1. One complete set of reviewed shop drawings, including manufacturers printed catalog cuts and data, shall be collected and maintained for record purposes.
2. Shop drawings shall be filed and maintained separate from project drawings. Shop drawings shall be filed in 3-ring binders with drawings folded to fit heavy duty top loading clear view sheet protectors to the greatest extent possible and shall be indexed in accordance with the Specification Division Format.
3. Shop drawings shall be delivered in new paperboard boxes manufactured specifically for the storage of file folders. Boxes shall have covers and cutout handles and shall be accurately identified as to the contents.

D. Record Survey Drawings

1. Prepare and submit, for review and approval by the Engineer, the Record Survey Drawings, as described in Section 01052, Layout of Work and Surveys.

1.04 RECORD SPECIFICATIONS

A. Project Specifications:

1. The specifications book for record purposes shall be filed in a large-ring, 3-ring binder or binders.

Project Record Documents

2. Information, changes, and notes shall be recorded in the Specifications in blank areas, such as page margins, or on separate sheets inserted in the binder. All such information, changes, and notes shall be recorded with red pen or red typewriter ribbon.
3. In each Section, in an appropriate location, record the manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
4. The record specifications book shall be complete and shall include all documents and forms listed under Bidding Requirements, Contract Forms, and Terms and Conditions.

B. Addenda, Change Orders, and Field Orders:

1. All Addenda, Change Orders, and Engineer's Field Orders shall be incorporated into the front of the specifications book in reverse chronological order. Use appropriate page dividers to identify addenda and change orders and to separate Addenda from the Specifications.
2. In addition, the changes to the specifications effected by Addenda, Change Order, or Field Order shall be annotated on the affected page or pages of the specifications, or adjacent thereto.

1.05 SUBMISSION OF DOCUMENTS

- A. At completion of the project, and before submitting an invoice for final payment, deliver record documents to the Owner.
- B. For project drawings, include the reproducible transparency set along with one blueline or blackline print.
- C. Record documents shall be delivered neatly and efficiently packaged.
- D. Submission of record documents shall be accompanied with a transmittal letter, in triplicate, containing the following information:
  1. Date of submission
  2. Project title and number
  3. Contractor's name and address

Project Record Documents

4. Title and number of each record document (shop drawings may be grouped in basic categories or divisions of work)
5. Certification that each document as submitted is complete and accurate
6. Signature of Contractor or his authorized representative

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION 01720

Project Record Documents

## DIVISION 2



**SECTION 02070**  
**SELECTIVE DEMOLITION**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. The General and Supplementary Conditions, and Sections in Division 1 of these Specifications, complement the work described in this Section. If the requirements of this section and conditions and sections noted above conflict, the Contractor shall adhere to the more stringent requirement as determined by the Owner.
- B. Furnish all labor, materials, services and equipment as required to complete demolition of the existing subdrain riser pipe at the northwest corner of LF-2, Cell No. 3. Demolition includes the removal of the riser pipe and the subsequent filling of the subdrain sump with lean concrete.
- C. Related Sections:
  - 1. Section 01010 – Summary of Work
  - 2. Section 01190 – Health and Safety
  - 3. Section 01025 – Measurement and Payment

**1.02 1.02 QUALITY ASSURANCE**

- A. Requirements of regulatory agencies: Comply with all laws, rules and regulations of governmental authorities having jurisdiction over the demolition work.
- B. Perform the demolition work in accordance with the applicable requirements of the safety requirements for demolition, American National Standard A10.6.

**1.03 SCOPE OF WORK**

- A. Removal of existing side slope riser.
- B. Backfilling of subdrain system sump.

**PART 2 - PRODUCTS**  
(Not Used)

Selective Demolition

## **PART 3 – EXECUTION**

### **3.01 WORK PROCEDURE**

- A. Do not begin demolition operations until directed by Owner, after work is started it shall be continued to completion promptly and expeditiously at a rate that will allow the balance of the contract to be completed within the time specified. If extra shifts are necessary beyond regular working hours the work shall proceed with a minimum of nuisance of surrounding properties.
- B. All work shall be conducted with due consideration for the safety of workmen.

### **3.02 GENERAL PROTECTION**

- A. Provide all protection, barricades, etc., which may be required by Federal, State and Municipal laws. Maintain all lights, signals and protection of all kinds for the full period of operation. Maintain this protection and remove same when directed.
- B. Operations shall be done in such manner as to avoid hazards to persons and property and interference with the use of adjacent areas or interruption of free passage to and from such areas. Care shall also be taken to prevent the spread of dust and flying particles.

### **3.03 DISPOSAL OF MATERIALS AND DEBRIS RESULTING FROM DEMOLITION**

- A. Riser pipe scheduled for abandonment shall be disposed of in the active landfill area or as directed by the Owner. Other methods of disposal may be proposed by the contractor but must be approved by the Owner/Engineer prior to completion.

END OF SECTION 02070

Selective Demolition

**SECTION 02200**  
**SITE EARTHWORK**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Excavation
  - 2. Fill placements
  - 3. Disposal of excess/unsuitable excavated materials
  - 4. Stockpiling of excess materials
  
- B. Related Sections:
  - 1. Division 1 - General Requirements

**1.02 DEFINITIONS**

- A. Backfill: Conform to applicable fill as specified.
  
- B. Coefficient of uniformity (Cu): Ratio of grain diameter (in millimeter [mm]) corresponding to 60 percent passing (by dry weight) to the grain diameter (in mm) corresponding to 10 percent passing (by dry weight).
  
- C. Cohesionless Materials: Materials classified by Unified Soil Classification System (USCS) as GW, GP, SW, and SP. Materials classified as GM and SM will be identified as cohesionless only when the fines have a plasticity index of zero.
  
- D. Cohesive Materials: Materials classified by USCS as GC, SC, ML, CL, MH, and CH.
  
- E. Construction Quality Assurance (CQA) Monitor: Also referred to as the "Monitor." The firm or individual hired by the Owner responsible for monitoring that the tasks outlined in the Contract Documents are performed consistent with the Construction Quality Assurance Manual.
  
- F. D15: Grain diameter corresponding to 15 percent passing (by dry weight) in a sieve analysis.
  
- G. D85: Grain diameter corresponding to 85 percent passing (by dry weight) in a sieve analysis.

Site Earthwork

- H. Design Engineer: The individual or firm responsible for the design and preparation of the project Construction Drawings and Specifications. Also referred to as the "Engineer."
- I. Drainage Gravel: Granular material placed as a drainage media in the primary and secondary LCRS layers.
- J. Earthfill: Fill placed using select excavated materials to the lines and grades indicated on the Construction Drawings.
- K. Gradation: Gradation of materials shall be as determined consistent with ASTM C136, D422, or D1140.
- L. Lift: One single continuous placement of soils, usually measured in inches of depth.
- M. Side slope operations layer: Layer of granular soil placed above geomembrane on sideslopes to protect the sideslope lining system during landfilling and allow drainage of fluids to the base leachate collection and recovery system (LCRS).
- N. Oversized Excavated Material: Excavated material not suitable for fill because of particle size.
- O. Owner: Stanislaus County. Also referred to as the "County."
- P. Percent Maximum Density (Relative Compaction): Field dry density expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D1557.
- Q. Satisfactory Materials: Materials meeting the applicable specification requirements.
- R. Third-party Soils Laboratory: A laboratory capable of conducting the tests required by this Specification. This laboratory shall not be affiliated with the Contractor.
- S. Unsatisfactory Materials: Materials not meeting the applicable specification requirements.
- T. USCS: Unified Soil Classification System.

## Site Earthwork

### 1.03 REFERENCES

#### A. American Society for Testing and Materials:

1. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregate
2. D422 Method for Particle-size Analysis of Soils
3. D1140 Test Method for Amount of Material in Soils Finer than the No. 200 (75 um) Sieve
4. D1556 Test Method for Density of Soil in Place by the Sand Cone Method
5. D1557 Method for Moisture Density Relations of Soils and Soil-aggregate Mixtures Using 10-pound (4.54 kilograms) Hammer and 18-inch (457 millimeters) Drop
6. D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
7. D2216 Test Method for Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-aggregate Mixtures
8. D2434 Test Method for Permeability of Granular Soils (Constant Head)
9. D2487 Standard Test Method for Classification of Soils for Engineering Purposes
10. D2488 Standard Practice for Description and Identification of Soils (Visual-manual Procedure)
11. D2850 Standard Test Method for Unconsolidated, Undrained Compressive Strength of Cohesive Soils in Triaxial Compression (UU)
12. D4318 Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
13. D4643 Standard Test Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Site Earthwork

		Method
14.	D4767	Standard Test Method for Consolidated Undrained Triaxial Compression Test on Cohesive Soil (CU)
15.	D4959	Standard Test Method for Determination of Water (Moisture) Content of Soil by the Direct Heating Method
16.	D5084	Standard Test Method of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter
17.	D5321	Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction Angle by the Direct Shear Method
18.	D6938	Standard Test Method for In-place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth)

#### 1.04 QUALITY ASSURANCE

##### A. Contractor Qualifications:

1. The earthwork contractor shall hold a current California, Class A, Contractor's license.
2. The earthwork contractor shall have worked in a similar capacity on at least five projects similar in complexity to the project described in the Contract Documents.
3. The earthwork contractor's proposed site supervisor shall have worked in a similar capacity on at least two projects similar in size and complexity to the project described in the Contract Documents.

B. The County/Engineer will take soil samples and perform moisture, density, gradation, and other tests to ascertain that the work is being performed in compliance with these Specifications. The County/Engineer will conduct density and other tests on the fill, and related laboratory testing as specified in the Quality Assurance Manual and as outlined in Tables 02200-1, 02200-2, and 02200-3. The Contractor shall remove surface material and render assistance as necessary to enable sampling and testing.

##### C. Methods of Sampling and Testing:

###### Site Earthwork

1. Particle-size Analysis: ASTM D422, C-136, and D1140
2. In-place Density: ASTM D1556, D2167, or D2922
3. Moisture Content: ASTM D2216, D4643, D4959
4. Laboratory Moisture-density Relations: D1557
5. Classification of Soils: ASTM D2487, D2488
6. Liquid Limit, Plastic Limit, and Plasticity Index: ASTM D4318
7. Permeability of Granular Soils: ASTM D2434
8. Permeability of Fine Grain Soils: ASTM D5084

D. Suitability of Materials: The suitability of all materials will be determined by the County/Engineer. Fill material shall be approved material from required excavations, stockpiles, or Contractor-selected off-site sources, as directed by the County/Engineer. Part 2 of this section summarizes the minimum rock and soil material properties.

E. The County/Engineer may direct that inspection trenches or test pits be cut into fills to determine that the Specifications have been met. Such trenches or pits will be of limited depth and size, and shall be backfilled with the material excavated therefrom, or other fill material meeting the requirements for the zones cut into. Backfill shall be compacted to a density at least equal to that specified for contiguous fills.

F. Tolerances: See Table 02200-3.

#### 1.05 SUBMITTALS

A. The Contractor shall submit documented evidence with its bid to show compliance with experience requirements of Article 1.04 A. Include names and phone numbers of references.

B. The Contractor shall submit certificates of compliance for the sump gravel and drainage layer material to the County/Engineer for approval at least 14 calendar days before he intends to place these materials. The certificates of compliance shall include the results of gradation and permeability tests as specified in Table 02200-1 conducted by a third-party soils laboratory.

### PART 2 - PRODUCTS

#### 2.01 GENERAL

A. Sources: Materials shall be obtained from identified on-site stockpiles, on-site borrow areas, or from Contractor-selected (County/Engineer-approved) off-site sources.

### Site Earthwork

- B. All fill materials shall be free of organic and other deleterious materials as determined by the County/Engineer.
- C. Properties and testing procedures for earthwork materials specified in Part 2 - Products are summarized on Tables 02200-1 and 02200-2.

#### 2.02 EARTHFILL

- A. Sources: On-site stockpiles or borrow excavations as shown on Construction Drawings.
- B. Consists of clean, nonexpansive sand, silt, or clay soils or clay mixtures.
- C. Maximum particle size of 3 inches.
- D. Maximum particle size of 3/4 inch when in contact with geosynthetics.

#### 2.03 SIDE SLOPE OPERATIONS LAYER

- A. Source: On-site excavation, or screened on-site material from sources identified on the construction drawings.
- B. Maximum Particle Size: 3/4 inches when in contact with geosynthetic materials.
- C. Shall consist of sands classified as SP or SW according to the USCS, with less than 15% silt and clay size particles.
- D. Minimum permeability of  $1 \times 10^{-3}$  cm/sec as measured by ASTM D2434.

#### 2.04 LOW PERMEABILITY SOIL LAYER

- A. Source: On site excavation.
- B. Consist of silt and clay soils of mixtures thereof.
- C. Maximum particle size 3/8 inch per ASTM D-422.
- D. Minimum content of material, by dry weight, passing the No. 200 standard sieve shall be 30 percent.

### Site Earthwork



## **PART 3 - EXECUTION**

### **3.01 SURFACE CONDITIONS**

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Notify the Owner and the Engineer of such conditions and proposed corrective actions before correcting unsatisfactory conditions. Do not proceed until unsatisfactory conditions are corrected.

### **3.02 PROTECTION OF EXPOSED SURFACES**

- A. During seasonal shutdowns or during other periods of prolonged exposure (more than 1 week) of excavated or filled areas or stockpiles, the Contractor will provide labor, materials, and equipment, as required by the CQA Monitor or Engineer to maintain and protect exposed surfaces of cut and fill slopes against wind and water erosion. Prior to the application of protective erosion control measures, the exposed surfaces shall be sloped to drain and compacted with a smooth drum roller. Methods used to protect exposed surfaces must be approved by the CQA Monitor or Engineer; however, the Contractor will be responsible for protective method effectiveness.

### **3.03 EARTHWORK - GENERAL**

- A. Required lines, levels, contours, and datum shall be identified by the Contractor before the start of earthwork operations.
- B. Earthwork shall conform to lines and grades indicated on the Construction Drawings and as specified in this section.
- C. Excavated materials, which conform to Specifications, shall be used as fill. Excavated materials may be stockpiled for later use.
- D. Temporary drainage ditches shall be constructed and maintained to provide drainage during construction.
- E. Contractor will be responsible for providing siltation control and management during construction.
- F. Care shall be taken during earthwork operations to avoid damaging components of the landfill including geotextiles, geomembranes, geonets, and HDPE pipe. Damage caused by the Contractor shall be repaired at the Contractor's expense consistent with the applicable specification requirements.

#### **Site Earthwork**

### 3.04 CLEARING, GRUBBING, AND STRIPING

- A. Remove and dispose of all trees and limbs from the areas of construction activities.
- B. Clear immature trees, shrubs, and other vegetation including grasses and weeds to natural ground surface or subgrade of the newly graded surface, whichever is lower.
- C. Grub tree roots down to a minimum 3-feet deep.
- D. Strip topsoil and other soils containing grasses, roots, and easily composted organics to a depth of 6 inches.
- E. The Contractor shall make reasonable efforts to minimize the amount of soil removed during the stripping operation.

### 3.05 DISPOSAL OF CLEARED, GRUBBED, AND STRIPPED MATERIAL

- A. Cleared and Grubbed Materials:
  - 1. Dispose of cleared and grubbed material as directed by the Owner. Tree stumps, brush, roots, and rubbish shall be disposed of in a location as directed by the Owner.
  - 2. Do not store or permit cleared and grubbed to accumulate on the Site.
  - 3. Do not burn cleared or grubbed material on the Site.
- B. Stripped Materials: Dispose of strippngs in the strippings stockpile at a location identified by the Owner. Include all soils collected in the striping operations containing grasses, roots, and non-woody organics.

### 3.06 EXCAVATION

- A. General:
  - 1. Excavation shall be conducted in areas and to the grades indicated on the Construction Drawings or specified herein.
  - 2. At all times, the Contractor shall conduct operations in such manner as to prevent free-standing water.
  - 3. The Contractor shall remove all excavated material from the excavation site and dispose of it in fills required at the site or in the

Site Earthwork

designated stockpile areas, as specified in Article 3.07, or use it for other purposes, as approved by the County/Engineer.

4. Unsuitable (including concrete rubble and/or refuse) or low density subgrade soil that cannot be compacted in-place to a minimum 90 percent relative compaction of the ASTM D1557 maximum dry density shall be removed as directed by the County/Engineer and disposed of as specified in Article 3.07. The disposed materials shall be replaced with compacted earthfill meeting the requirements specified in Article 2.02 and in Table 02200-3.
5. During the course of excavation, the contractor shall be responsible for finding sources of SP and SW material suitable for use in the sideslope operations layer specified in Article 2.03 and low permeability material suitable for use in the base of the cell specified in Article 2.04. The CQA Monitor shall evaluate the material suitability by performing material evaluation tests for the sideslope operation layer and low permeability soil layer specified in Table 02200-1. The CQA Monitor shall reject any material not meeting the requirements of Article 2.03 for use as the sideslope operations soil and the requirements of Article 2.04 for use as a low permeability layer.
6. Material to be used as the sideslope operations soil layer shall be stockpiled in a separate location designated by the Owner/Engineer.
7. Material to be used as low permeability soil layer shall be stockpiled in a separate location designated by the Owner/Engineer.
8. Adequate working space shall be provided within limits of the excavation for personnel safety.
9. Except as otherwise noted, care shall be exercised to preserve the material below and beyond the lines of all excavation. Where excavation is carried below grade, the Contractor shall backfill with earthfill to the required grade and conform to the requirements of Table 02200-3 for placement, lift thickness, placement tolerance, subgrade and lift density, moisture content, and test methods.
10. Any excavation to be carried out for the convenience of the Contractor shall conform to the limits approved by the County/Engineer and shall be at no additional expense to the County/Engineer.
11. Excavated material shall be placed at sufficient distance from the edge of excavations to prevent cave-ins or bank slides. Side slopes of stockpiles shall not be steeper than 2.5:1 (horizontal:vertical). Side  
Site Earthwork

slopes of excavations shall be as indicated on the Construction Drawings.

B. Ditch Excavation:

1. General: Ditches shall be cut accurately to cross sections and grades where indicated. All roots, stumps, rock, and foreign matter in the sides and bottom of ditches shall be trimmed and dressed or removed to conform to the slope, grade, and shape of sections indicated. Care shall be exercised not to overexcavate ditches. Overexcavated ditches shall be backfilled to required grade with satisfactory, thoroughly compacted material. Ditches shall be maintained until final acceptance of the work. Where ditches planned in natural materials are overexcavated and do not include erosion protection such as rip rap or concrete lining (as shown on the Construction Drawings), the Contractor shall provide erosion protection equivalent to the undisturbed natural material.
2. Ditches shall be excavated at locations shown on the Construction Drawings to collect and transport storm run-off, wastewater, and water-bound material to the retention basins.
3. Ditches shall be excavated true to line and grade. Any erosion which occurs to ditch excavation before County/Engineer's acceptance of project shall be repaired with compacted backfill. All such repairs shall be considered as maintenance costs prior to County/Engineer's acceptance and shall not be considered extra work for payment purposes.

C. Trenching:

1. Excavate to the dimensions shown on the construction drawings.
2. Where it becomes necessary to excavate beyond the limits of normal excavation lines to remove boulders or other interfering objects, backfill the voids remaining after removal of the objects as directed by the CQA Monitor.
3. Remove boulders and other interfering objects, and backfill voids left by such removals, at no additional cost to the Owner.

Site Earthwork

### 3.07 DISPOSAL OF EXCAVATED MATERIALS

#### A. Excavated Materials:

1. Materials excavated from the site shall be used as fill for construction of various features including site grading, or stockpiled at locations designated by the County/Engineer for use by the landfill operator.
2. Where used in fills, such material shall be transported directly from the excavation and placed in its final position whenever possible. If required by the Contractor's schedule, the material may be placed temporarily in stockpiles at approved locations. Material in stockpiles shall be protected from contamination of any kind that would render it unsuitable for use in fills.
3. Where used as the sideslope operations soil, such material shall be transported from the excavated area and stockpiled in a location designated by the County/Engineer for use in the sideslope operations soil layer. The contractor shall take precautions to prevent contamination of stockpile material which could change material properties from those specified in Article 2.07.
4. All operations in the stockpile areas throughout the work shall be in strict conformity with the requirements of this section. The Contractor shall ensure that turbid water from the stockpile areas does not enter nearby waterways. Siltation control and management measures shall be constructed by the Contractor.
5. Excavated soil shall be deposited in stockpiles designated on the Drawings or as directed by the County/Engineer.
6. The top surface of all stockpiles is to be wheel rolled or otherwise provided with a smooth surface to promote run-off and minimize ponding. Side slope surfaces are to be track-walked to minimize erosion prior to hydroseeding.

### 3.08 EARTHFILL CONSTRUCTION

#### A. General Requirements:

1. Earthfill materials shall be placed and compacted to the lines and grades shown on the Construction Drawings or as required by the County/Engineer.
2. If any portion of the materials placed as fill does not meet the specified

#### Site Earthwork

requirements, the Contractor shall remove such material and replace it with fill materials meeting the Specifications at no additional cost to the County/Engineer.

3. Constructed fills shall be maintained to meet the requirements of this Specification until final completion and acceptance of the work. This shall include all measures to prevent erosion. During seasonal or other extended shutdowns, all exposed surfaces shall be protected with special treatments specified in Article 3.02 above.

B. Placing Requirements:

1. No material shall be placed on any portion of the subgrade or against or upon any structure until consent to place such fill has been obtained from the County/Engineer or CQA Monitor.
2. Conform to the requirements of Table 02200-3 for placement, lift thickness, placement tolerance, subgrade and lift density, moisture content, and test methods.
3. Prior to placement of materials, the in-place density of the underlying material shall be as specified in Table 02200-3.
4. Earthfill materials may require moisture conditioning (wetting or drying) prior to placement and compaction. Some materials may require spreading and extended drying time prior to placement and compaction. Moisture-conditioning requirements shall be as specified in Table 02200-3.
5. Earthfill materials shall be placed in continuous and approximately horizontal lifts for their full length and width, unless otherwise specified or specifically permitted by the County/Engineer.
6. Method of dumping and spreading materials shall ensure uniform distribution of the material.
7. Loose thickness of each lift of materials shall be as specified in Table 02200-3.
8. Unless otherwise indicated, earthfill materials shall be placed to a grade no flatter than 2 percent to facilitate drainage of water. In areas where ponding cannot be prevented or ponding has occurred and fill is required to be placed, placing shall begin only after the area is dewatered and permission is obtained from the County/Engineer.

Site Earthwork

C. Compaction Requirements:

1. Each lift of earthfill material shall be compacted to the applicable minimum density specified in Table 02200-3.
2. During compaction, the moisture content range of the earthfill shall be maintained relative to the ASTM D1557 optimum moisture content as specified in Table 02200-3. A uniform moisture distribution shall be obtained by diskings, blading, or other methods approved by the County/Engineer prior to compaction of a lift.
3. If the rolled surface of any in-place lift is too wet for proper compaction of the next succeeding lift to be placed thereon, then the materials from the in-place lift shall be removed and allowed to dry, or worked with harrow, scarifier, or other suitable equipment to reduce the water content, and then recompacted before the next succeeding lift is placed.
4. Fill compacted to densities lower than the specified minimum density, or fill compacted at moisture contents outside the specified acceptable range of moisture content shall be reworked to meet the density and moisture requirements or removed and replaced by acceptable fill compacted to meet these requirements.
5. Compaction equipment shall be approved by the County/Engineer.

3.09 BACKFILLING

A. General:

1. Backfill trenches to the ground surface with materials shown on the Construction Drawings.
2. Reopen trenches which have been improperly backfilled. Refill and compact as specified or otherwise correct to the approval of the Engineer.
3. Do not allow or cause any of the Work performed or installed to be covered up or enclosed by work of this Section prior to required inspections, tests, and approvals.
4. Should any of the Work be so enclosed or covered up before it has been approved, uncover all such work and, after approvals have been made, refill and compact as specified, all at no additional cost to the Owner.

Site Earthwork

B. Bedding and Backfill Around Pipes

1. Take special care in bedding and backfilling operations to not damage pipe and pipe coatings.
2. Place initial backfill into trench and tamp material under pipe haunches to compact.
3. Place backfill material to completely surround pipe without voids.
4. Place backfill in layers not exceeding 8 inches in thickness. Compact general backfill to 90 percent relative compaction of ASTM D 1557 at 3 percent below to 3 percent above optimum moisture content.

3.10 FIELD QUALITY ASSURANCE

- A. The County/Engineer will take samples and perform tests throughout the construction period; and the Contractor shall cooperate in providing access for the County/Engineer to areas where testing is to be performed and shall schedule his earthwork activities to avoid interference with the testing operations.
- B. The County/Engineer will perform the tests listed in Table 02200-1 and 2 on a regular basis; these tests are a minimum requirement. Additional tests may be performed at the County's/Engineer's discretion.
- C. Placement tolerance shall be as specified in Table 02200-3.

Site Earthwork



**Table 02200-1**

**Material Evaluation Testing Frequency**

ASTM Test Designation <sup>1</sup>	General Earthfill (cy)	Low Permeability Soil Layer (cy)	Sideslope Operations Layer (cy)	Base Operations Layer (cy)
D2488 (Visual Soil Description)	10,000	5,000	5,000	10,000
D2487 (Soil Classification)	10,000	5,000	5,000	10,000
D1557 (Compaction)	10,000	10,000	---	---
D422 or C136 (Particle Size)	10,000	5,000	5,000	10,000
D1140 (#200 Sieve Wash)	10,000	5,000	5,000	10,000
D4318 Atterberg Limits	10,000	5,000	---	---
Permeability	---	---	3,500 <sup>3</sup>	---
D2216 (Moisture Content)	10,000	10,000	---	---
Clod Size <sup>4</sup>	---	---	---	---

<sup>1</sup>Minimum one test per material type.

<sup>2</sup>Quarry certification required for drainage layer.

<sup>3</sup>Constant-head, rigid wall permeability test D2434 or other test method approved by design engineer.

<sup>4</sup>Visual examination.

**Table 02200-2**

**Soil Construction Testing Frequency**

<b>ASTM Test Designation<sup>1</sup></b>	<b>General Earth Fill (cy)</b>	<b>Low Permeability Soil Layer (cy)</b>	<b>Sideslope Operations Layer (cy)</b>	<b>Base Operations Layer (cy)</b>
Sand Cone D-1556	5,000	---	---	---
Compaction D1557	5,000	---	---	---
Particle Size D422 or C136	5,000	---	---	---
Atterberg Limits D4318	5,000	---	---	---
200 Wash D-1140	5,000	---	---	---
Soil Classification D-2487, D-2488	5,000	---	---	---
Nuclear Density D6938	1,000	---	---	---
Permeability <sup>2</sup>	---	---	---	---
Clod Size <sup>4</sup>	---	---	---	---

<sup>1</sup>Minimum one test per material type.  
<sup>2</sup>Samples shall be obtained from material after placement.  
<sup>3</sup>Constant-head, rigid wall permeability test ASTM D2434  
<sup>4</sup>Visual examination

**Note:** These testing frequencies may be increased at the discretion of the County/Engineer.

**Site Earthwork**

**Table 02200-3**

**Fill Placement and Compaction**

<b>Fill Type</b>	<b>Loose Lift Thickness (in.)<sup>1</sup></b>	<b>Moisture Content</b>	<b>Minimum Subgrade and Lift Density</b>	<b>Method of Test</b>	<b>Finished Grade Tolerance (ft)</b>
Subgrade	---	---	90%	ASTM D1557	±0.1
Earthfill	8	±4% of Optimum	90%	ASTM D1557	+0.2 0.0

END OF SECTION 02200

Site Earthwork

# COUNTY OF STANISLAUS FINK ROAD SANITARY LANDFILL LF-2, CELL NO. 5 EXCAVATION

SEPTEMBER 2008

PREPARED FOR:  
COUNTY OF STANISLAUS  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

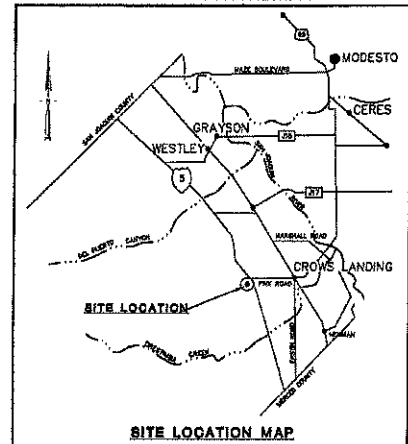
PREPARED BY:



SHAW ENVIRONMENTAL, INC.  
1328 NORTH MARKET BOULEVARD  
SACRAMENTO, CALIFORNIA 95834  
(916) 928-3300



GOLDER ASSOCIATES INC.  
1008 ENTERPRISE WAY, SUITE 350  
ROSEVILLE, CALIFORNIA 95678  
(916) 786-2424  
(Under Subcontract to Shaw Environmental, Inc.)



SITE LOCATION MAP

**DRAWING INDEX**

DWG. NO.	TITLE	REV. NO.	DATE
1	TITLE SHEET	0	9/24/08
2	BRE AND STOCKPILE PLAN	0	9/24/08
3	SUBGRADE PLAN (1 OF 2)	0	9/24/08
4	SUBGRADE PLAN (2 OF 2)	0	9/24/08
5	SECTIONS AND DETAILS	0	9/24/08
6	SECTIONS AND DETAILS	0	9/24/08

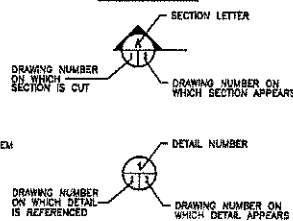
**GENERAL NOTES**

1. DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN IN THESE DRAWINGS SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND ANY APPLICABLE CONTRACT SPECIFICATIONS.
2. CONTRACTOR SHALL PROVIDE ALL UTILITIES (ELECTRICAL AND TELEPHONE SERVICES) AS NECESSARY TO SUCCESSFULLY COMPLETE ANY AND ALL CONSTRUCTION ACTIVITIES.
3. ALL EXISTING FENCES, MONITORING WELLS, PIPELINES, GASLINES, PROBES, ROADS AND UTILITIES SHALL BE PROTECTED FROM DAMAGE OR BE REPLACED AT THE CONTRACTOR'S EXPENSE.
4. ALL EXISTING AND PROPOSED DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO STARTING WORK.
5. CONTRACTOR SHALL COORDINATE WITH STANISLAUS COUNTY ON ALL CONSTRUCTION ACTIVITIES.
6. CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING UTILITIES WHICH ARE TO REMAIN IN PLACE FROM DAMAGE. ANY DAMAGE DONE BY THE CONTRACTOR'S OPERATIONS SHALL BE EXPEDITIOUSLY REPAIRED OR RECONSTRUCTED TO THE CONTRACTOR'S SATISFACTION AT THE CONTRACTOR'S SOLE EXPENSE WITHOUT ADDITIONAL COMPENSATION.
7. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AS REQUIRED BY THE CONTRACT DOCUMENTS.
8. ALL DRAWING SHALL BE DONE IN CONFORMANCE WITH SECTION 03200 OF THE PROJECT SPECIFICATIONS AND THE PROJECT CONSTRUCTION QUALITY ASSURANCE (CQA) MANUAL.
9. THE CONTRACTOR SHALL KEEP A COPY OF PROJECT'S HEALTH AND SAFETY PLAN ON SITE. ALL CONTRACTOR PERSONNEL AND SUBCONTRACTORS ARE REQUIRED TO READ AND ADHERE TO THE PROVISIONS AS SET FORTH IN THE HEALTH AND SAFETY PLAN AT ALL TIMES.

**ABBREVIATIONS**

- C CENTERLINE
- CMP CORRUGATED METAL PIPE
- Ø DIAMETER
- DST DOUBLE SIDED TEXTURED
- E EASTING
- EL ELEVATION
- E FLOW LINE
- HDPE HIGH DENSITY POLYETHYLENE
- LORS LEACHATE COLLECTION AND REMOVAL SYSTEM
- LFG LANDFILL GAS
- M/M MINIMUM
- N NORTHING
- NC NOT IN CONTRACT
- SDR STANDARD DIMENSION RATIO
- SST SINGLE SIDED TEXTURED
- TYP TYPICAL

**SYMBOLS**



**LEGEND**

- HORIZONTAL/VERTICAL SLOPE
- GRADE
- LIMIT OF EXISTING BASE LINE
- LIMIT OF PROPOSED LINE (D/C)
- EXISTING ELECTRICAL CONDUIT
- CLASS 2 AGGREGATE BASE AREA (140)
- MF-17 GROUNDWATER MONITORING WELL
- DL-20 VADOSE ZONE MONITORING

**APPROVED BY GOLDER ASSOCIATES:**

RANDALL WALL, P.E.  
PROJECT MANAGER  
PE NO. 052826 \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVED BY DEPARTMENT OF ENVIRONMENTAL RESOURCES:**

SONYA HARRISFIELD \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR

**APPROVED BY PUBLIC WORKS ENGINEERING DESIGN:**

DAVE A. LEAMON, P.E.  
SENIOR CIVIL ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

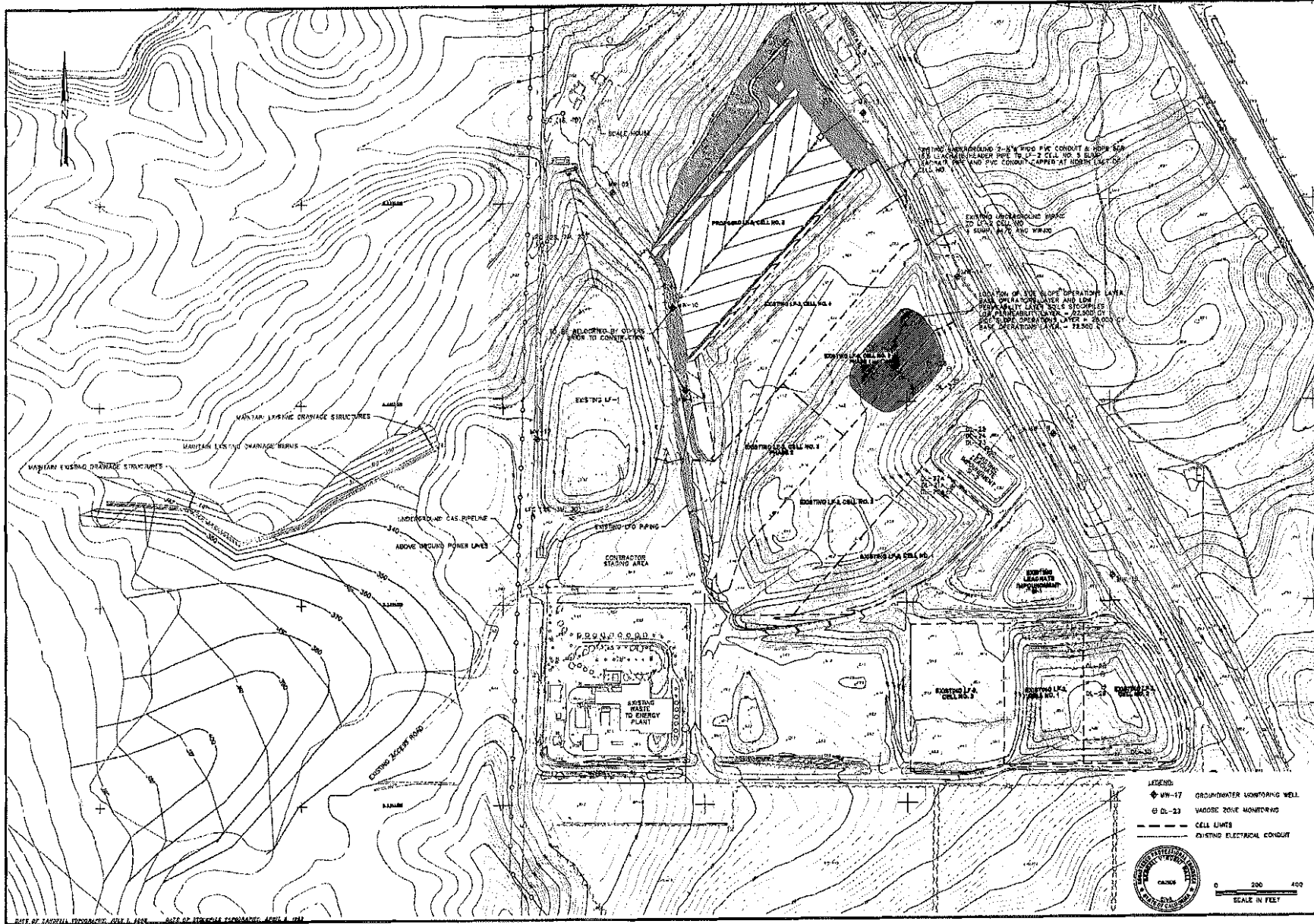


PROJECT NAME: LF-2, CELL NO. 5 EXCAVATION	DATE: 9/24/08
DRAWN BY: RHW	CHECKED BY: RHW
DATE OF ISSUE: 9/24/08	DATE OF REVISION: 9/24/08
BY: RHW	DATE OF REVISION: 9/24/08

STANISLAUS COUNTY  
DEPT. OF ENVIRONMENTAL RESOURCES  
3900 CORONADO WAY, SUITE C  
MODESTO, CALIFORNIA 95358

COUNTY OF STANISLAUS  
FINK ROAD LANDFILL  
LF-2 CELL NO. 5 EXCAVATION  
TITLE SHEET  
CONTELLANING, CALIFORNIA


JOB NO. 05-07212  
DATE: 9/24/08  
DR BY: RHW  
CHK BY: RHW  
SCALE: AS SHOWN  
SHEET NUMBER  
1  
OF 6 SHEETS



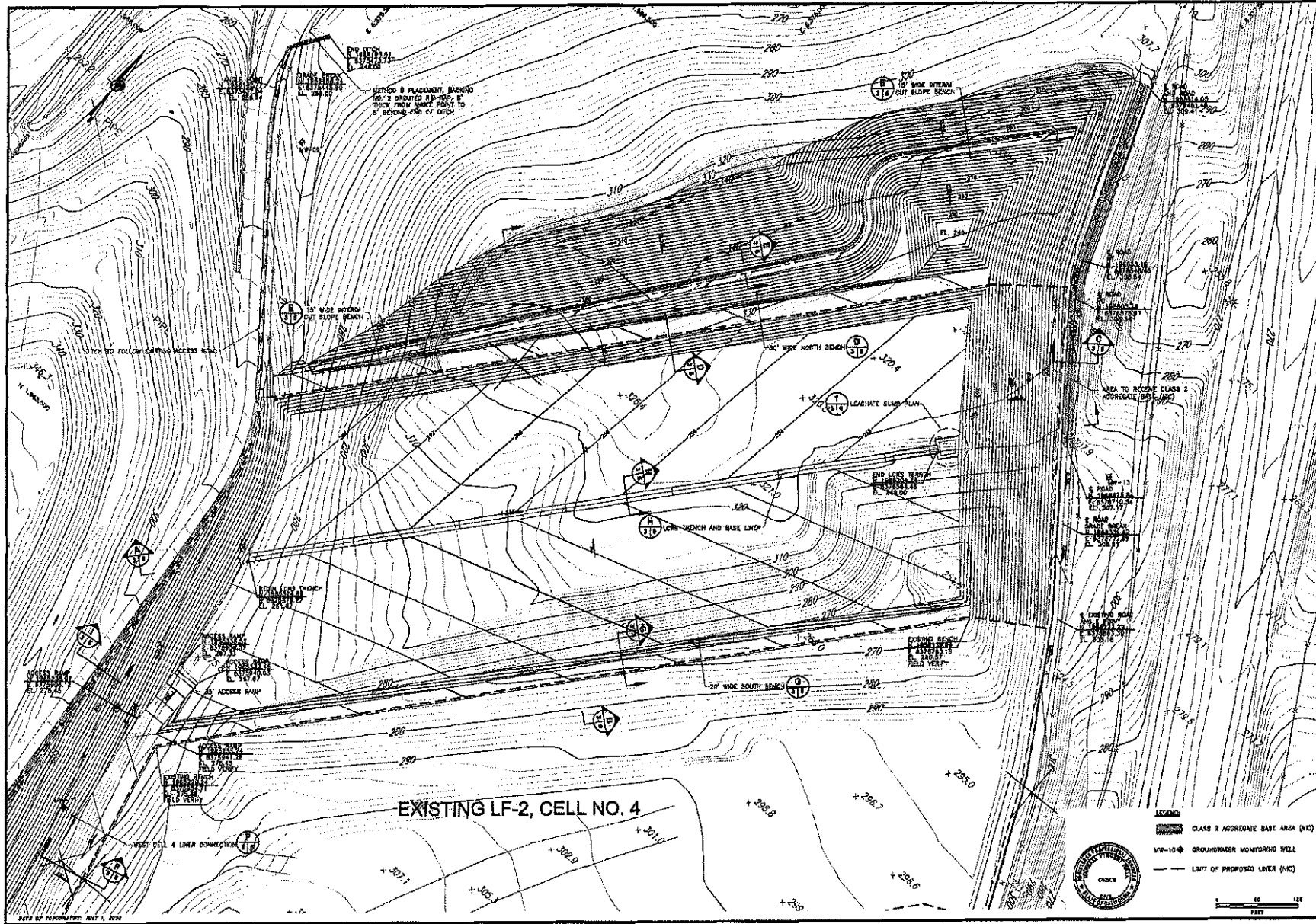
 <b>STANISLAUS COUNTY</b> DEPT. OF ENVIRONMENTAL RESOURCES 3800 CORNELIUS WAY, SUITE C MANTUA, CALIFORNIA 95336													
COUNTY OF STANISLAUS PINK ROAD LANDFILL LF-2 CELL NO. 5 EXCAVATION SITE AND STOCKPILE PLAN CHERRYLAND, CALIFORNIA	<table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>CHKD BY</td> </tr> <tr> <td>12/22/06</td> <td>JK</td> <td>JK</td> </tr> </table> <table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>CHKD BY</td> </tr> <tr> <td>12/22/06</td> <td>JK</td> <td>JK</td> </tr> </table> SHEET NUMBER <div style="font-size: 2em; font-weight: bold; text-align: center;">2</div> OF 6 SHEETS	DATE	BY	CHKD BY	12/22/06	JK	JK	DATE	BY	CHKD BY	12/22/06	JK	JK
DATE	BY	CHKD BY											
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12/22/06	JK	JK											

LEGEND:

- ◊ W-17 GROUNDWATER MONITORING WELL
- ⊕ DL-23 VADOSE ZONE MONITORING
- CELL LIMITS
- - - - - EXISTING ELECTRICAL CONDUIT

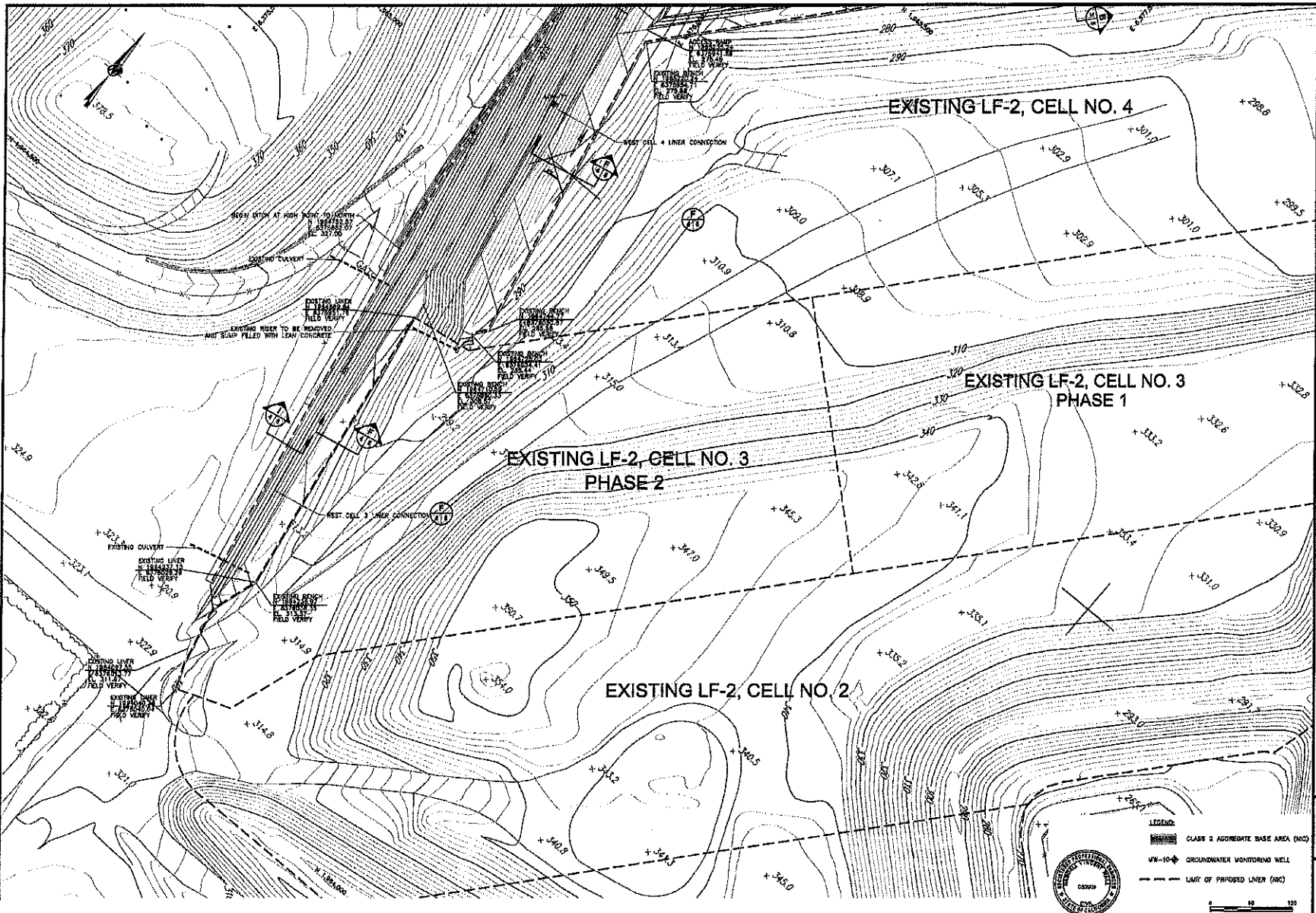

  
 SCALE IN FEET  
 0 200 400

SITE OF LANDFILL DEVELOPMENT, CELL 5, LF-2 DATE OF STOCKPILE EXCAVATION: APRIL 4, 2007



DATE OF RECORDING: JULY 1, 2008

	
<b>STANISLAUS COUNTY</b> DEPT. OF ENVIRONMENTAL RESOURCES 3RD CENTRAL WAREHOUSE MARIETTA, CALIFORNIA 95959	
COUNTY OF STANISLAUS FIRE ROAD LANDFILL LF-2 CELL NO. 4 EXCAVATION SUBGRADE PLAN (1 OF 2) <small>COURTESY, CALIFORNIA</small>	
JOB NO. 08-01-0220 DATE: 2/24/08 DW BY: JEM CS BY: JEM SCALE: AS SHOWN	SHEET NUMBER <b>3</b> OF 6 SHEETS



DATE OF TECHNOLOGY: JUNE 1, 2003

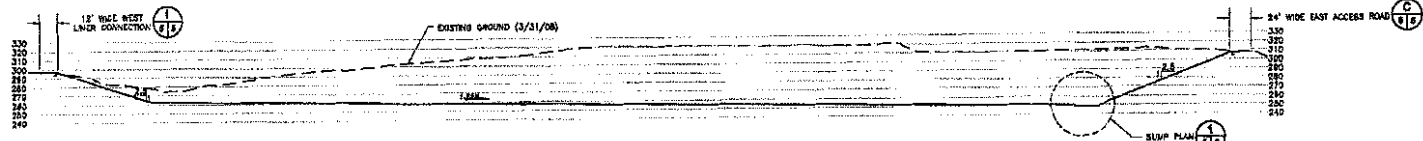


PROJECT NO.	03000
DATE	06/01/03
BY	...
CHECKED BY	...
SCALE	AS SHOWN

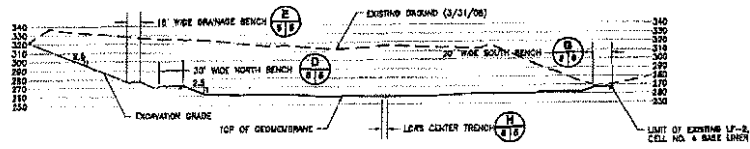
**STANISLAUS COUNTY**  
 DEPT. OF ENVIRONMENTAL RESOURCES  
 3800 CORN COPE WAY, SUITE C  
 MODESTO, CALIFORNIA 95358

JOB NO.	03000
DATE	06/01/03
BY	...
CHECKED BY	...
SCALE	AS SHOWN

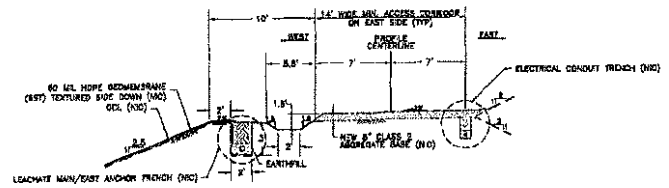
**4**  
 SHEET NUMBER  
 OF 6 SHEETS



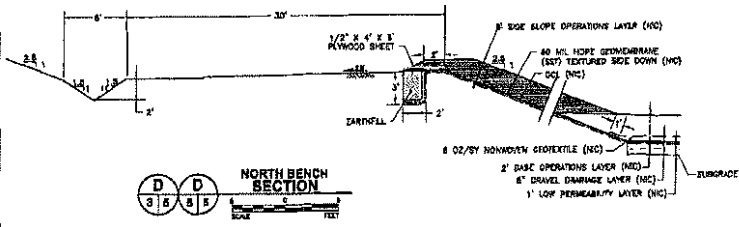
**SECTION A**  
3/6 SCALE 1" = 10' FEET



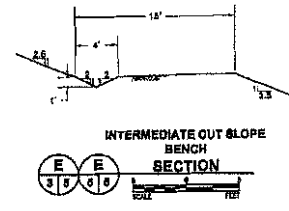
**SECTION B**  
3/6 SCALE 1" = 10' FEET



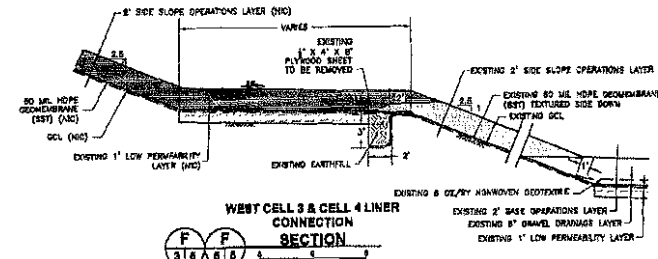
**SECTION C**  
3/6 SCALE 1" = 10' FEET



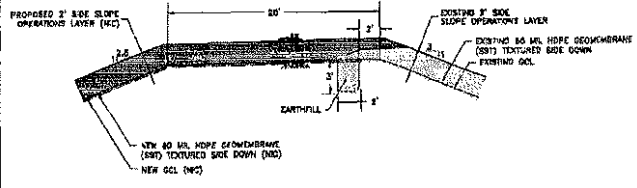
**SECTION D**  
3/6 3/5 SCALE 1" = 10' FEET



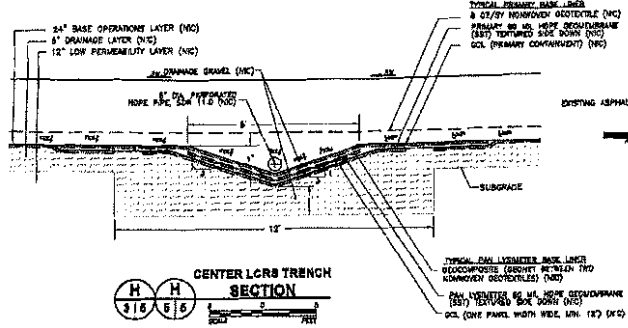
**SECTION E**  
3/6 3/5 SCALE 1" = 10' FEET



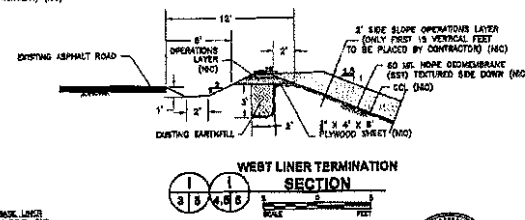
**SECTION F**  
3/6 3/5 SCALE 1" = 10' FEET



**SECTION G**  
3/6 3/5 SCALE 1" = 10' FEET



**SECTION H**  
3/6 3/5 SCALE 1" = 10' FEET



**SECTION I**  
3/6 3/5 SCALE 1" = 10' FEET

- NOTES:
- REMOVE EGGS AND PLYWOOD SHEET OVER TERMINATION OF LF-2, CELL NO. 3 BASE LAYER CUT EXISTING CELL NO. 3 GEOMEMBRANE LINER AT NORTH EDGE OF ANCHOR TRENCH AND OVERLAP LF-3 CELL NO. 4 OCL 2 MINIMUM BY ONE FOOT OVER EXISTING LF-3 CELL NO. 4 OCL. HOPE WELD EXISTING LF-2 CELL NO. 3 GEOMEMBRANE TO LF-3 CELL NO. 4 GEOMEMBRANE.
  - SECONDARY 80 MIL GEOMEMBRANE TO BE PLACED CONDITIONALLY IN TRENCH ONE TRAIL NORTH ADDRESS OF 24 FEET WIDE.
  - PLACE 3 INCHES OF DRAINAGE GRAVEL UNDER PIPE AS BEDDING.



**STANISLAUS COUNTY**  
DEPT. OF ENVIRONMENTAL RESOURCES  
3800 CONSULTING WY. SUITE C  
MADISON, CALIFORNIA 95956

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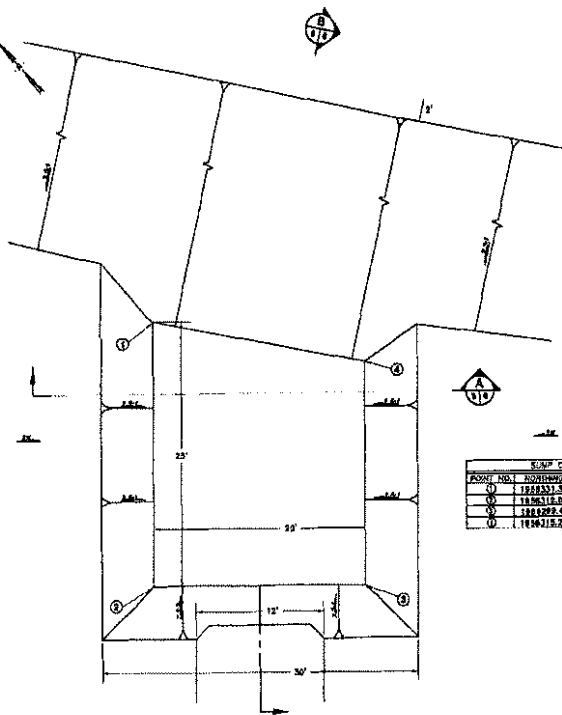
STANISLAUS COUNTY  
FINK ROAD LANDFILL  
LF-2 CELL NO. 3 EXCAVATION  
SECTIONS AND DETAILS  
CENTER LEACH TRENCH

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JOB NO. 001-02110  
DATE: 8/24/08  
DR BY: JG  
OR BY: JG  
SCALE: AS SHOWN

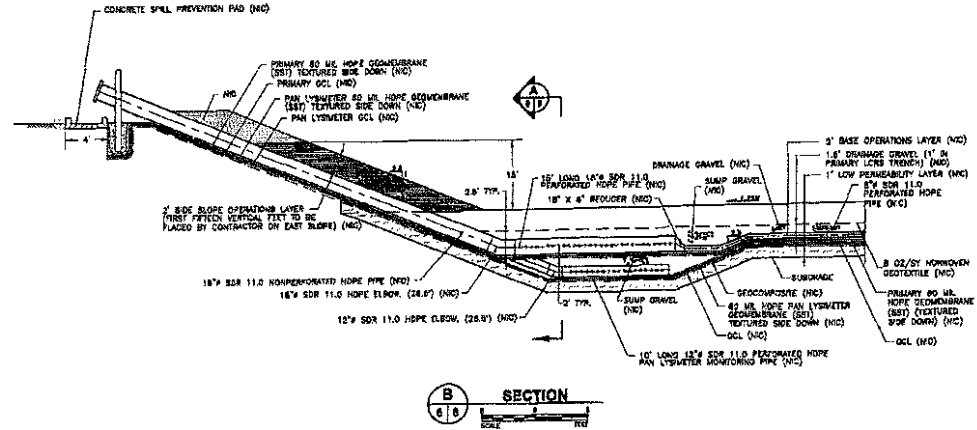
SHEET NUMBER  
**5**  
OF 6 SHEETS



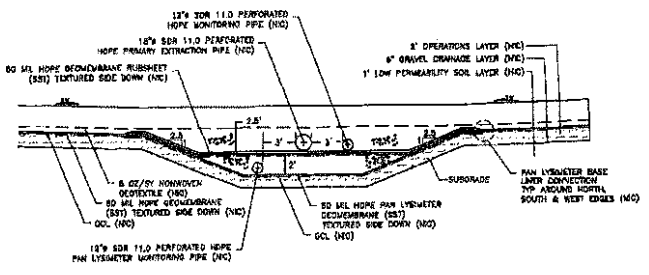


POINT NO.	ADDRESS	EASTING	ELEVATION
1	1882331.39	8378473.10	2184.00
2	1882331.82	8378473.38	2184.00
3	1882328.41	8378373.81	2184.00
4	1884318.28	8378367.94	2184.00

LEACHATE SUMP SUBGRADE PLAN  
DETAIL  
SCALE: 1" = 10'



SECTION  
SCALE: 1" = 10'



BUMP SECTION  
SCALE: 1" = 10'



**Stanislaus County**  
DEPT. OF ENVIRONMENTAL RESOURCES  
3800 GRANADA WAY, SUITE C  
MERCED, CALIFORNIA 95368

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**COUNTY OF STANISLAUS  
PINK ROAD LANDFILL  
LP-2 CELL NO. 5 EXCAVATION  
SECTIONS AND DETAILS  
CROWLANDING, CALIFORNIA**

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JOB NO. 02-0111  
DATE: 3/1/20  
BY: J. BIRN  
DR. BY: J. BIRN  
SCALE: AS SHOWN

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SHEET NUMBER  
**6**  
OF 6 SHEETS



**DECLARATION OF PUBLICATION  
(C.C.P. §2015.5)**

**COUNTY OF STANISLAUS  
STATE OF CALIFORNIA**

INVITATION TO CONTRACTORS  
LF-2, Cell No. 5 EXCAVATION  
PROJECT at the Fink Road Landfill  
Owner is Stanislaus County  
Department of Environmental  
Resources, Modesto CA; Engineer's  
Estimate is \$3.8 million dollars;  
Sealed bids are due before 2:00 P.M.,  
November 26, 2008, to the Clerk of the  
Board of Supervisors, 1010 10th Street,  
Ste. 6500, Modesto, CA 95354; Project  
contact is Charles T. Vasquez,  
charles.vasquez@stancounty.com or  
Fax: 209-525-4183. Work to be accom-  
plished includes the mass grading of  
approximately 1.3 million cubic yards  
of soils for the new cell, topographic  
surveying, removal and relocation of  
two (2) monitoring wells, road access,  
rip-rap, drainage and other such i-  
tems not mentioned herein that are re-  
quired by the plans and specifications.  
Plans and specifications are available  
for purchase from Stockton Blue,  
Modesto CA, 209-524-2924 and can be  
viewed at [www.stocktonblue.com](http://www.stocktonblue.com) un-  
der "Public Plan Room".  
Pub Dates Oct 25, 31, Nov 7

I am a citizen of the United States and a resident  
Of the County aforesaid; I am over the age of  
Eighteen years, and not a party to or interested  
In the above entitle matter. I am a printer and  
Principal clerk of the publisher  
of **THE MODESTO BEE**, printed in the City  
of **MODESTO**, County of **STANISLAUS**,  
State of California, daily, for which said  
newspaper has been adjudged a newspaper of  
general circulation by the Superior Court of the  
County of **STANISLAUS**, State of California,  
Under the date of **February 25, 1951, Action  
No. 46453**; that the notice of which the annexed is  
a printed copy, has been published in each issue  
there of on the following dates, to wit:

Oct 25, 2008, Oct 31, 2008, Nov 07, 2008

-----  
I certify (or declare) under penalty of perjury  
That the foregoing is true and correct and that  
This declaration was executed at

**MODESTO, California** on

November 7th, 2008

(Signature)

