

**TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY**

**Notice to Bidders**

**FOR**

**TEHAMA COUNTY/RED BLUFF LANDFILL  
HOUSEHOLD HAZARDOUS WASTE (HHW) FACILITY PAVING IMPROVEMENTS**

**Tehama County Solid Waste Management Agency  
20000 Plymire Road  
Red Bluff, CA 96080**

**Bids Open:**

**Friday, July 14, 2023  
2:00 p.m. Pacific Standard Time  
At Tehama County Waste Management Agency Office  
20000 Plymire Road  
Red Bluff, CA 96080**

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**Tehama County Solid Waste Management Agency  
NOTICE TO BIDDERS  
FOR  
Tehama County/Red Bluff Landfill HHW Facility Paving Improvements**

NOTICE IS HEREBY GIVEN that sealed standard Proposals for the **Tehama County/Red Bluff Landfill Household Hazardous Waste (HHW) Facility Paving Improvements** will be received at the Tehama County Solid Waste Management Agency Office at 20000 Plymire Road, Red Bluff, CA 96080 from BIDDERS, **until 2:00 p.m. on Friday, July 14, 2023**, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the Tehama County Solid Waste Management Agency “**SEALED BID: Tehama County/Red Bluff Landfill HHW Facility Paving Improvements.**” Bids are required for the entire work described herein. No electronic or fax bids will be accepted.

The work includes demolition, excavation, grading, and paving a portion of the HHW Facility at the Tehama County/Red Bluff Landfill in Tehama County, California, and related work.

Bid Documents may be inspected and/or copies obtained at the Tehama County Solid Waste Management Agency Office at 20000 Plymire Road, Red Bluff, California 96080, for \$200 each, or may be obtained electronically on the Tehama County Solid Waste Management Agency website: [www.tehamacountylandfill.com](http://www.tehamacountylandfill.com) at no charge. No bid will be considered unless it is made on the forms furnished by the Tehama County Solid Waste Management Agency and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law and as described in the contract documents.

Tehama County Solid Waste Management Agency reserves the right to reject any or all bids or select the base bid plus any additive bid item or combination of additive bid items to determine which Proposal is, in its opinion, the lowest responsive bid of the responsible bidder and that which it deems in the best interest of the Tehama County Solid Waste Management Agency to accept. Tehama County Solid Waste Management Agency also reserves the right to waive any information not material to cost or performance in any Proposal or bid.

Pursuant to provisions of Section 1770 et seq. of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes applicable to the work. Copies of the general prevailing wage determination applicable to the work are on file in the Tehama County Solid Waste Management Agency administrative office and will be made available to any interested party on request.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after July 14, 2023) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The prime contractor for the work herein shall possess a valid State of California, Class A (General Engineering) Contractor's License or Class C equivalent specialty licenses required to perform this work, and is in good standing with the California State Licensing Board.

Pursuant to Section 22300 of the California Public Contract Code, this contract includes provisions that allow substitutions of certain types of securities in lieu of the Tehama County Solid Waste Management Agency withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of Tehama County Solid Waste Management Agency, State of California.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Rachel Ross-Donaldson, Tehama County Solid Waste Management Agency Manager

## INSTRUCTIONS TO BIDDERS

Tehama County Solid Waste Management Agency – Tehama County/Red Bluff Landfill HHW Facility Paving Improvements shall be performed in accordance with the Plans and Special Provisions included herein.

Each bidder must supply all the information required by the Proposal Forms, Certificates and Documents and the Special Provisions..

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

All Proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the Tehama County Solid Waste Management Agency amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to Tehama County Solid Waste Management Agency. Said check shall be forfeited, or said bond shall become payable to Tehama County Solid Waste Management Agency in the event the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to it: (a) enter into a contract with Tehama County Solid Waste Management Agency, and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw its bid for a period of thirty (30) calendar days after the date set by the Tehama County Solid Waste Management Agency for the opening thereof.

The Contractor shall furnish a project schedule to the Project Engineer prior to the start of any work and shall start work as scheduled.

The work shall commence following receipt of notice that the contract has been executed by the Tehama County Solid Waste Management Agency at a mutually agreed to time and substantial work must be completed by **October 31, 2023**. Time of completion and the amount of liquidated damages are described in Article 1 of the enclosed Agreement.

### Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint herself or himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Specifications and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her Proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Project Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Project Engineer, Tehama County Solid Waste Management Agency or its officers that such conditions are actually existent, nor shall Tehama County Solid Waste Management Agency, the Project Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard

Specifications, Standard Plans, and Contract Documents. The submission of a Proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

### **Bidders List/Addenda**

It is the responsibility of all bidders to contact the Project Engineer and have their contact information added to the "Bidders List." Only bidders that are on the Bidders List will be sent addenda. Bidders must acknowledge all addenda in their Proposal. Please call or e-mail the Project Engineer, Lawrence & Associates, to be added to the Bidders List.

Karl Swanson  
Lawrence & Associates  
3590 Iron Ct.  
Shasta Lake, CA 96019  
Phone: 530-275-4800  
Fax: 530-275-7970  
[kswanson@lwrnc.com](mailto:kswanson@lwrnc.com)

All questions shall be submitted in writing to the Project Engineer either by email or fax no later than **4:00 PM June 30, 2023**.

### **Site Visit**

To schedule a site visit, bidders shall contact Paul Freund, Tehama County Solid Waste Management Agency Organic Materials Program Coordinator, at (530) 528-1103, at least three (3) business days before arriving at the site and arrange a date and time to coordinate a site visit. Site visits are optional, and must be conducted no later than **3:00 PM Friday, June 30, 2023**.

The Landfill is located within the County of Tehama, approximately 3 miles northwest of the City of Red Bluff on Plymire Road, at 19995 Plymire Road in Section 15, Township 27 north, Range 4 west, Mount Diablo Base and Meridian, as shown on the drawings. The Landfill latitude and longitude are 40° 11' 43" and 122° 17' 48", respectively. The Assessor Parcel Numbers are 24-010-04, 24-010-59, 24-010-60, and 14-010-64. The address is:

Tehama County/Red Bluff Landfill  
19995 Plymire Road  
Red Bluff, CA 96080

### **Evaluation of Bids**

Only responsive bids from responsible bidders will be reviewed. The bids will be compared on a total bid price of the base and additive bid items. The Tehama County Solid Waste Management Agency will select the lowest responsible bidder. In case of a tie, Tehama County Solid Waste Management Agency will select the bidder that it feels best serves Tehama County Solid Waste Management Agency's interests. Because unit prices are key elements of bid award and contract administration, in the event of a discrepancy between the unit price and the total amount, when unit prices are requested, the unit price shall prevail. If, however, the unit price is omitted, ambiguous, unintelligible or uncertain for any reason, or if it is the same amount as set forth in the Amount column, then the Amount shall prevail and will be divided by the estimated quantity to determine a unit price. The bids will be compared on a total bid price of the base and additive bid items multiplied by their respective and related quantities.

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## **SPECIAL PROVISIONS**

## **GENERAL CONDITIONS**

### **SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS**

**1-01. Definitions.** Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "Contract" shall mean the written agreement between the Contractor and the Tehama County Solid Waste Management Agency to perform the work listed in the Contract Documents.
- b. "Contract Documents" shall mean General Provisions, Plans, and Technical Specifications
- c. "Contract drawings", "Drawings", "Plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the Tehama County Solid Waste Management Agency, as a basis for Proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her Proposal and by the Contractor to the Tehama County Solid Waste Management Agency if and when approved by the Project Engineer, and 3) all drawings submitted by the Project Engineer to the Contractor during the progress of the work as provided for herein.
- d. "Contractor" shall mean the party entering into contract with the Tehama County Solid Waste Management Agency for the performance of work covered by this contract and his or her authorized agents or legal representatives.
- e. "CQA Monitor" shall mean the technical construction observer duly authorized or appointed by the Tehama County Solid Waste Management Agency, limited to the particular duties entrusted to him or her or them.
- f. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to The Tehama County Solid Waste Management Agency or its duly authorized representatives.
- g. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- h. "Project Engineer" shall mean an licensed practicing Engineer or Engineering Geologist working under the direction of Lawrence & Associates, officially appointed by the Tehama County Solid Waste Management Agency to monitor and direct the work described in the Contract Documents and related construction under this contract, acting personally or through agents or assistants duly authorized by him or her, such agents or assistants acting within the scope of the particular duties entrusted to them.
- i. "Tehama County Solid Waste Management Agency " or "Landfill Agency" shall mean the Tehama County Solid Waste Management Agency, California, acting through its Board any other board, body, official or officials to which or to whom the power belonging to the Board shall by virtue of any act or acts, hereafter pass or be held to appertain.
- j. "Proposal" shall mean the completed form included with these conditions submitted to the bidder to the Tehama County Solid Waste Management Agency.
- k. "Special Provisions" shall mean the section of the Contract Documents that addresses special specifications that bidders must adhere to in submitting their bid documents, including but not limited to the Technical Specifications and Drawings.
- l. "Standard Specifications" shall mean the portions of the October 2018 version of the California Department of Transportation (CalTrans) Standard Specifications as described in Sections 10.08 and 12.04 of these Special Provisions.
- m. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Project Engineer.
- n. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.
- o. Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Project Engineer is intended unless stated otherwise.

- p. As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permission.

**1-02. Examination of Plans, Special Provisions and Site of Work.** The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefore. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

**1-03. Proposal.** Bids shall be made on the blank form prepared by the Tehama County Solid Waste Management Agency. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation. The Bid Package shall include:

- Completed and signed Bid Schedule Proposal.
- Fair Employment Practices Certification.
- Worker's Compensation Certificate.
- Certificate of Nondiscrimination in Employment.
- List of Subcontractors.
- Statement of Experience of Bidder.
- Signature(s) of Bidder.
- Bidder's Bond.
- Non-Collusion Affidavit.
- Agreement.

Each Proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and Proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional Proposals or irregularities of any kind may be rejected.

**1-04. Withdrawal of Bids.** Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the Tehama County Solid Waste Management Agency. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

**1-05. Public Opening of Bids.** Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

**1-06. Bid Guaranty.** Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the Tehama County Solid Waste Management Agency in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

**1-07. Qualification of Bidders.** Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**1-08. Disqualification of Bidders.** More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder

is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

**1-09. Identification of Subcontractors.** All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following) and shall set forth:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the Plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.
- (b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.
- (c) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
- (d) Subject to subitem (c) above, any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

**1-10. General Provisions of the Standard Specifications.** All provisions of the General Provisions, Sections 1 through 9, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-04 of these Special Provisions.

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## **SECTION 2. AWARD AND EXECUTION OF CONTRACT**

**2-01. Award of Contract.** Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The Tehama County Solid Waste Management Agency reserves the right to reject any and all bids or to select the base bid plus additive bid item or accumulation of additive and bid items and to determine which Proposal is, in its opinion, the lowest responsive bid of a responsible bidder, and that which it deems is in the best interest of the Tehama County Solid Waste Management Agency to accept. The Tehama County Solid Waste Management Agency also reserves the right to waive any information not material to cost or performance in any Proposal or bid.

**2-02. Return of Proposal Guaranties.** All bid guaranties will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose bids they accompany.

**2-03. Execution of Contract.** The Contract shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the Tehama County Solid Waste Management Agency; one copy shall be filed with the Tehama County Solid Waste Management Agency and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the Tehama County Solid Waste Management Agency.

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### SECTION 3. SCOPE AND INTENT OF CONTRACT

**3-01. Effect of Inspection and Payments.** Neither the inspection by the Project Engineer or an CQA Monitor, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the Tehama County Solid Waste Management Agency or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the Tehama County Solid Waste Management Agency, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

**3-02. Effect of Extension of Time.** The granting of any extension of time on account of delays which, in the judgment of the Tehama County Solid Waste Management Agency, are avoidable delays shall in no way operate as a waiver on the part of the Tehama County Solid Waste Management Agency of its rights under this contract.

**3-03. Extra Work.** If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

**3-04. Assignment of Contract.** The contract may be assigned or sublet in whole or in part only upon the written consent of the Tehama County Solid Waste Management Agency acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Project Engineer consent to any assignment of a part of the work under the contract.

**3-05. Subcontractors.** The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

Each subcontractor shall be obligated to Contractor and the Tehama County Solid Waste Management Agency in the same manner and to the same extent as Contractor is obligated to the Tehama County Solid Waste Management Agency under the Contract Documents. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors. If hiring a sub-subcontractor to perform any Work, the subcontractor shall include in the sub-subcontract all provisions of the Contract Documents including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.

Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the Tehama County Solid Waste Management Agency, Contractor shall provide insurance certificates and endorsements of its subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the Tehama County Solid Waste Management Agency and no action may be brought by any subcontractor against the Tehama County Solid Waste Management Agency based on this contract.

**3-06. Interpretation of Special Provisions and Drawings.** The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Project Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Project Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Sections 12-06 and 16.01 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

**3-07. Liability of Tehama County Solid Waste Management Agency Officials.** Neither the Tehama County Solid Waste Management Agency, nor any of its officials, officers, employees, agents or contractors, including but not limited to the Project Engineer and CQA Monitor, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

## **SECTION 4. BONDS**

**4-01. Faithful Performance Bond.** As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the Tehama County Solid Waste Management Agency, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

**4-02. Material and Labor Bond.** As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the Tehama County Solid Waste Management Agency in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

**4-03. Defective Material and Workmanship Bond.** As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the Tehama County Solid Waste Management Agency in an amount not less than 5 percent (5%) of the total contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the Tehama County Solid Waste Management Agency against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the Tehama County Solid Waste Management Agency before the final payment under this contract will be made.

**4-04. Notification of Surety Companies.** The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the Tehama County Solid Waste Management Agency or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

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## SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

### 5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001, or the exact equivalent).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto), or the exact equivalent.
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

### 5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.

### 5-03. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Tehama County Solid Waste Management Agency. At the option of the Tehama County Solid Waste Management Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Tehama County Solid Waste Management Agency and its respective officers, officials, agents, employees, contractors and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Tehama County Solid Waste Management Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### 5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Tehama County Solid Waste Management Agency and its officers, officials, agents, employees, contractors and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Tehama County Solid Waste Management Agency and its respective officers, officials, agents, employees, contractors or volunteers. Any insurance or self-insurance maintained by the Tehama County Solid Waste Management Agency and its officers, officials, agents, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Tehama County Solid Waste Management Agency.

Course of construction policies shall contain the following provisions:

1. The Tehama County Solid Waste Management Agency shall be named as loss payees.
2. The insurer shall waive all rights of subrogation against the Tehama County Solid Waste Management Agency.

#### **5-05. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

#### **5-06. Verification of Coverage**

Contractor shall furnish the Tehama County Solid Waste Management Agency with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the Tehama County Solid Waste Management Agency or on other than the Tehama County Solid Waste Management Agency's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 10 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the Tehama County Solid Waste Management Agency. The Tehama County Solid Waste Management Agency reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

#### **5-07. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the Tehama County Solid Waste Management Agency, Contractor shall provide insurance certificates and endorsements of its subcontractors.



## SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

**6-01. Legal Address of Contractor.** Both the address given in the Proposal and the Contractor's office in the vicinity of the work are hereby designated as places to which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the Tehama County Solid Waste Management Agency or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the Proposal may be changed at any time by notice in writing from the Contractor to the Tehama County Solid Waste Management Agency. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

**6-02. Office of Contractor at Site.** An office at the site is not required for this contract, however, the Contractor may provide one at his or her own discretion. No additional payment will be made for an office.

**6-03. Attention to Work.** The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work site, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

**6-04. Liability of Contractor.** The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the Tehama County Solid Waste Management Agency shall not make the Contractor an agent of the Tehama County Solid Waste Management Agency and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the Tehama County Solid Waste Management Agency of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Tehama County Solid Waste Management Agency and its officials, officers, agents, contractors (each, an "Indemnified Party;" collectively, the "Indemnified Parties") and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the ("Indemnified Parties") .

In any and all claims against the Tehama County Solid Waste Management Agency or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to

indemnify shall extend to and include acts of the Indemnified Party which may be negligent or omissions which may cause negligence.

The Tehama County Solid Waste Management Agency shall have the right to estimate the amount of such damage and to cause the Tehama County Solid Waste Management Agency to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the Tehama County Solid Waste Management Agency, shall be retained by the Tehama County Solid Waste Management Agency until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the Tehama County Solid Waste Management Agency.

Contractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.

The defense and indemnification obligations of the Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

**6-05. Protection of Persons and Property.** The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

**6-06. Protection of the Tehama County Solid Waste Management Agency Against Patent Claims.** All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold The Tehama County Solid Waste Management Agency together with all of its officials, officers, agents, employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Project Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Project Engineer. Or, in the event that the Project Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the Tehama County Solid Waste Management Agency, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Project Engineer shall have the right to make such substitution, or the Tehama County Solid Waste Management Agency may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the Tehama County Solid Waste Management Agency or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

**6-07. Protection of Contractor's Work Property.** The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the Tehama County Solid Waste Management Agency nor any of its officials, officers, employees or agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

**6-08. Regulations and Permits.** The Contractor shall secure and pay for permits unless otherwise stated in the technical specifications, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Project Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work.

**6-09. Construction Utilities.** The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

**6-10. Approval of Contractor's Plans.** The approval by the Project Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the Tehama County Solid Waste Management Agency or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Project Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

**6-11. Suggestions to the Contractor.** Any plan or method of work suggested by the Project Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Project Engineer and the Tehama County Solid Waste Management Agency shall assume no responsibility thereof.

**6-12. Termination of Unsatisfactory Subcontracts.** If any subcontractor(s) fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Project Engineer.

**6-13. Preservation of Stakes and Marks.** The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

**6-14. Assistance to Project Engineer.** At the request of the Project Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Project Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

**6-15. Removal of Condemned Materials and Structures.** The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Project Engineer, the condemned material or work may be removed by The Tehama County Solid Waste Management Agency and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

**6-16. Proof of Compliance with Contract.** In order that the Project Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Project Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

**6-17. Errors and Omissions.** If the Contractor, in the course of the work, finds any errors or omissions in Plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the Plans and the physical conditions of the locality, he or she shall immediately inform the Project Engineer, in writing and the Project

Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

**6-18. Cooperation.** The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Tehama County Solid Waste Management Agency and workmen who may be employed by the Tehama County Solid Waste Management Agency on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. He or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the Tehama County Solid Waste Management Agency at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the Tehama County Solid Waste Management Agency in regard to their work shall be adjusted and determined by the Project Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the Tehama County Solid Waste Management Agency, the Contractor shall on that account have no claim against the Tehama County Solid Waste Management Agency other than for an extension of time.

**6-19. Right of Contractor to Stop Work.** Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Project Engineer and recover from the Tehama County Solid Waste Management Agency payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Project Engineer.

(1) If the work be stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Project Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.

(3) If the Tehama County Solid Waste Management Agency fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Project Engineer or awarded by the Tehama County Solid Waste Management Agency.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the Tehama County Solid Waste Management Agency and the Project Engineer, then such right shall lapse until another occasion arises according to this section.

**6-20. Hiring and Dismissal of Employees.** The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Project Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the Tehama County Solid Waste Management Agency, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be reemployed upon it except with the consent of the Project Engineer.

**6-21. Wage Rates.**

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Tehama County Solid Waste Management Agency, \$200.00 for each calendar

day or portion thereof, for each worker paid less than the applicable prevailing wage rates for such work or craft in which such worker is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such applicable prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the applicable prevailing wage rate shall be paid to each worker by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, the Tehama County Solid Waste Management Agency has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. The Tehama County Solid Waste Management Agency will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Project Engineer. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid and will not in any circumstances be considered as the basis for a claim against the Tehama County Solid Waste Management Agency.

5. Apprentices.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

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

**6-22. Cleaning Up.** The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Project Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefor carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

**6-23. Guaranty.** All work shall be guaranteed for a period of one year from the date of acceptance by the Tehama County Solid Waste Management Agency. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The Tehama County Solid Waste Management Agency is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the Tehama County Solid Waste Management Agency delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the total contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

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## **SECTION 7. RESPONSIBILITIES AND RIGHTS OF THE TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY**

**7-01. Authority of the Project Engineer.** All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Project Engineer. To prevent disputes and litigation, the Project Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. His or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the Tehama County Solid Waste Management Agency to the Contractor on account of this contract. Whenever the Project Engineer shall be unable to act, in consequence of absence or other cause, then such Project Engineer as the Project Engineer or the Tehama County Solid Waste Management Agency shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Project Engineer.

**7-02. Surveys.** Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

**7-03. Rights-of-Way.** The Tehama County Solid Waste Management Agency will provide all rights-of-way and easements in or beneath which pipes and other structures will be constructed by the Contractor under this contract.

**7-04. Retention of Imperfect Work.** If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Project Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

**7-05. Changes in the Work.** The Project Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

Prior to performing additional work, the Contractor shall submit a written request for change order to the Project Engineer and the Tehama County Solid Waste Management Agency for review. The Contractor shall not perform additional work without prior written approval by the Tehama County Solid Waste Management Agency.

**7-06. Additional Drawings by the Tehama County Solid Waste Management Agency.** The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Project Engineer may furnish additional clarification from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

**7-07. Additional and Emergency Protection.** Whenever the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Tehama County Solid Waste Management Agency, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills thereof, then such costs shall be deducted from any amounts due or to become due the Contractor.

**7-08. Suspension of Work.** The Tehama County Solid Waste Management Agency may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Tehama County Solid Waste Management Agency to the Contractor so to do. The Tehama County Solid Waste Management Agency shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the Tehama County Solid Waste Management Agency does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

**7-09. Right of the Tehama County Solid Waste Management Agency to Terminate Contract.** If the Contractor is adjudged a bankrupt, or if he or she makes a general assignment for the benefit of his or her creditors, or if a receiver is appointed on account of his or her insolvency, or if he or she persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she fails to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Project Engineer, or otherwise engage in a substantial violation of any provision of the contract, then the Tehama County Solid Waste Management Agency, upon the certificate of the Project Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the Tehama County Solid Waste Management Agency may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, *the remainder of the Contractor's unpaid balance will be paid.* If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Tehama County Solid Waste Management Agency. The expense incurred by the Tehama County Solid Waste Management Agency as herein provided and the damage incurred through the Contractor's default, shall be certified by the Project Engineer.

**7-10. Use of Completed Portions.** The Tehama County Solid Waste Management Agency shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Project Engineer may determine.



## **SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT**

**8-01. General Quality.** Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

**8-02. Quality in Absence of Detailed Specifications.** Whenever, under this contract, it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

**8-03. Materials and Equipment Specified by Name.** Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal, or better, in every respect to that specified, provided that written approval first is obtained from the Project Engineer.

**8-04. Source of Materials.** Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

**8-05. Storage of Materials.** Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

**8-06. Drawings, Samples and Tests.** The Contractor shall submit to the Project Engineer submittals per Section 01300 of the Technical Specifications. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Project Engineer.

When requested by the Project Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by a certified testing laboratory. Samples shall be secured and tested whenever necessary to determine the quality of the material.

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## SECTION 9. PROSECUTION OF WORK

**9-01. Equipment and Methods.** The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Tehama County Solid Waste Management Agency to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Project Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

**9-02. Time of Completion.** The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

**9-03. Avoidable Delays.** Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The Tehama County Solid Waste Management Agency will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Project Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the Tehama County Solid Waste Management Agency which do not necessarily prevent the completion of the whole work within the time herein specified.

**9-04. Unavoidable Delays.** Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the Tehama County Solid Waste Management Agency changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the Tehama County Solid Waste Management Agency will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

**9-05. Notice of Delays.** Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Project Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Project Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

**9-06. Extension of Time.** If any delays occur which the Project Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the Tehama County Solid Waste Management Agency during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Project Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all

supporting data must be delivered to the Project Engineer within 45 days of the occurrence unless the Project Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Project Engineer and incorporated into a written change order.

**9-07. Unfavorable Weather and Other Conditions.** During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Project Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

**9-08. Saturday, Sunday, Holiday and Night Work.** No work shall be done between the hours of 3 p.m. and 7 a.m. Saturday and Sunday, and 5 p.m. and 7 a.m. Monday through Friday

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Project Engineer and that such permission may be revoked at any time by the Project Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

**9-09. Hours of Labor.** Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

## **SECTION 10. PAYMENT**

**10-01. Certification by Project Engineer.** All payments under this contract shall be made upon the presentation of certificates in writing from the Project Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

**10-02. Progress Estimates and Payment.** The Project Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Project Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Project Engineer and, after approval, the Tehama County Solid Waste Management Agency shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 90 percent of the estimated value of the work satisfactorily performed and complete in place.

### **10-03. Substitution of Securities.**

1. At such times that Government Code Section 4590 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by the Federal Government of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(e) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(f) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(g) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(h) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(i) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(j) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(k) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with the Tehama County Solid Waste Management Agency or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of the Tehama County Solid Waste Management Agency, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by the Tehama County Solid Waste Management Agency or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to the Tehama County Solid Waste Management Agency shall be prepared and executed by the Tehama County Solid Waste Management Agency, the Contractor and the escrow agent, which may be the Tehama County Solid Waste Management Agency. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow.

The Tehama County Solid Waste Management Agency shall have no obligation to enter any such Agreement that does not provide the Tehama County Solid Waste Management Agency with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

**10-04. Acceptance.** The work must be accepted by The Tehama County Solid Waste Management Agency when the whole shall have been completed satisfactorily. The Contractor shall notify the Project Engineer, in writing, of the completion of the work, whereupon the Project Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the Tehama County Solid Waste Management Agency.

**10-05. Final Estimate and Payment.** The Project Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Project Engineer, and after approval, the Tehama County Solid Waste Management Agency shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the Tehama County Clerk-Recorder.

**10-06. Delay Payments.** If any payment due the Contractor or any estimate is delayed, through fault of the Tehama County Solid Waste Management Agency beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the Tehama County Solid Waste Management Agency shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Tehama County Auditor-Controller. If interest shall become due on any delayed payment, the amount thereof, as determined by the Tehama County Solid Waste Management Agency, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the Tehama County Solid Waste Management Agency is authorized to reserve or retain.

**10-07. Extra Work and Work Omitted.** Whenever corrections, alterations, or modifications of the work under this contract ordered by the Project Engineer and approved by the Tehama County Solid Waste Management Agency increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Project Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Project Engineer's written order and the date of approval by the Tehama County Solid Waste Management Agency authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

**10-08. Compensation for Extra Work or Work Omitted.** Whenever corrections, additions, or modifications in the work under this contract, change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Project Engineer and approved by the Tehama County Solid Waste Management Agency prior to the Contractor performing the extra work, then a price may be agreed upon. The Contractor shall provide their best price based on owned equipment to the Tehama County Solid Waste Management Agency for approval. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.05, and Section 9-1.04, "Force Account" of the Standard Specifications and Standard Plans of the California State Department of Transportation, July 2018 (CalTrans Standard Specifications). If the Contractor relies on the Force Account Payment provisions of the described in the CalTrans Standard Specification, the Contractor shall demonstrate, in writing why, a lower cost cannot be provided.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

**10-09. Compensation to the Tehama County Solid Waste Management Agency for Extension of Time.** In case the work called for under this contract is not completed within the time limit stipulated herein, the Tehama County Solid Waste Management Agency shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the Tehama County Solid Waste Management Agency shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the Tehama County Solid Waste Management Agency of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

**10-10. Liquidated Damages for Delay.** It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the Tehama County Solid Waste Management Agency and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the Tehama County Solid Waste Management Agency the amount per calendar day shown in Article 1 of the Agreement. The parties further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience and given the nature of the losses that may result from delay.



## SECTION 11. MISCELLANEOUS

**11-01. Notice.** Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

**11-02. Computation of Time.** When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

**11-03. Litigation and Forum Selection.** Contractor and the Tehama County Solid Waste Management Agency stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Tehama County and that venue will lie in Tehama County.

The parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Tehama County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the Tehama County Solid Waste Management Agency thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract.

**11-04. Waiver.** The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the Tehama County Solid Waste Management Agency of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

**11-05. Bid Protest.** Any bid protest must be in writing and must be received by the Agency Manager of the Tehama County Solid Waste Management Agency, 20000 Plymire Road, Red Bluff, California 96080 or by email before 4:30 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- A. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- B. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- C. A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- D. The protested bidder may submit a written response to the protest, provided the response is received by the Agency Manager before 4:30 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must

include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

- E. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**11-06. Public Records Law.** Pursuant to California Government Code Section 6250 et seq, public records may be inspected and examined by any individual, at a reasonable time, under reasonable conditions, under supervision of the custodian of the public record. All submitted proposals are subject to this law.

**11-07. Entire Agreement.** The Contract contains the entire agreement between the parties. The terms included in the contract supersede all prior discussions, understandings or agreements between the parties related to the subject matter of the contract. The terms contained herein are intended to constitute a binding contract.

**11-08. Amendment.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

**11-09. Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms herein shall remain in full force and effect and to the extent permitted and possible.

# TECHNICAL SPECIFICATIONS

## SECTION 12. GENERAL INFORMATION

**12-01. Arrangement of Technical Specifications.** The Technical Specifications are arranged in sections using the CSI Format covering the various phases of work as follows:

<u>Section No.</u>	<u>Title</u>
12	General Information
13	Exclusions from General Conditions
14	Amendments to General Conditions
15	Construction Details

**12-02. Arrangement of Plans.** The Plans consist of two (2) sheets and are hereby made a part of the Contract Documents.

**12-03. Permits.** The Contractor shall provide, procure and pay for all permits including encroachment permits required to carry on and complete this work.

**12-04. Standard Specifications and Standard Plans.** The Standard Specifications and Standard Plans of the California State Department of Transportation, October 2018, updated April 2022, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans." Further, the California Standard Specifications are superseded by these documents and specification where in conflict or otherwise contradictory.

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation – Tehama County Solid Waste Management Agency.

Director of Public Works – The Tehama County Solid Waste Management Agency Manager.

Project Engineer - The Engineer, designated by the Tehama County Solid Waste Management Agency, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the Tehama County Solid Waste Management Agency to test materials and work involved in the contract.

State - Tehama County Solid Waste Management Agency.

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (Tehama County Solid Waste Management Agency) Special Provisions
2. (Tehama County Solid Waste Management Agency) Project Plans
3. (Tehama County Solid Waste Management Agency) Erosion Control Plan
4. (Tehama County Solid Waste Management Agency) Standard Plans and Details
5. California Standard Plans

## 6. California Standard Specifications

**12-05. Temporary Facilities.** All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

**12-06. Existing Utilities.** It is the responsibility of the Contractor to contact Underground Services Alert and mark the locations of existing utilities. The accuracy of completeness of existing underground utilities on the Drawings is not guaranteed, however, unless otherwise indicated on the Project Plans or in these Special Provisions, or unless otherwise cared for by the owner thereof, all water, gas or sewer lines, lighting, power or telephone conduits, structures, house connections lines and other surface or subsurface structures of any nature that may be affected by the work shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by him or her during the progress of the work; provided, that if the Contractor in the performance of the work disturb, disconnect or damage any of the above, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

In case it is necessary to move permanently or to maintain temporarily the property of any public utility or other property, the cost must be borne by the Contractor. However, the Tehama County Solid Waste Management Agency reserves the right, if requested by the owner, to permit the owner to move or maintain the utility at the Contractor's expense. All existing utilities shall be kept in service during the progress of the work. Where protection is required to insure support located substantially as shown on the Project Plans, the Contractor shall furnish and place the necessary protection at his or her expense.

The right is reserved to the State, the County or the County therein and to the owners of public utilities and franchises, to enter upon any street, road, right-of-way or easement for the purpose of maintaining or of making necessary repairs or changes in their property made necessary by the work.

**12-07. Public Convenience and Safety.** The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

**12-08. Cooperation.** Attention is directed to Section 5-1.20 of the California Standard Specifications.

Other construction work by other forces relocating power lines, telephone lines and pipe lines, and constructing other improvements, may be in progress within and adjacent to the limits of this contract at the time work under these Special Provisions is being performed.

The Contractor for the work herein specified shall cooperate with the force engaged in performing other work as above described to the end that such forces may conduct their operations with as little inconvenience and delay as possible, and the Contractor shall permit such forces passage through the work as is reasonable and necessary to transport their materials and equipment to the site of their operations.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

**12-9. Dust Control.** Dust control shall conform to the provisions in Section 14-9.03 of the California Standard Specifications and these Special Provisions.

Full compensation for dust control shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

**12-10. Stream Pollution.** The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

**12-11. Notification of Underground Service Alert (USA).** The Contractor shall notify Underground Service Alert (USA) two (2) working days prior to any excavation. Dial (toll free) 1 (800) 227-2600.

**12-12. Modifications of Standard Specifications.**

- A. Variance of final quantities from bid quantities: Because of the nature of the work, final quantities may vary significantly from the estimated quantities on the proposal form. It is assumed that because of the nature of the work, overhead will be distributed proportionally across the unit prices of all items quoted by the Contractor. Therefore, Section 9-1.06c of the Standard Specifications that allows calculation of change in overhead final quantity by more than 25% from the estimated bid quantities is deleted from the Standard Specifications. It is assumed that all overhead is contained within the unit prices and the overhead will change in proportion to the amount of work provided.

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### **SECTION 13. EXCLUSIONS FROM GENERAL CONDITIONS**

**13-01. Provisions to be Excluded from General Conditions.** The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

No amendments.

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## **SECTION 14. AMENDMENTS TO GENERAL CONDITIONS**

### **14-01. Sections of General Conditions to be Amended.**

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

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## **SECTION 15. CONSTRUCTION DETAILS**

### **15-01. Technical Specifications.**

The Technical Specifications are presented in CSI format. In case of discrepancy between the Standard Specifications and the Technical Specifications, the Technical Specifications shall prevail.

### **15-02. Drawings**

The Drawings for the project shall be considered part of these documents.

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# **PROPOSAL FORMS**

## **Print, Fill-Out, and Submit These Forms**

**Tehama County Solid Waste Management Agency  
PROPOSAL  
FOR  
Tehama County/Red Bluff Landfill HHW Area Paving Improvements**

The undersigned, as Bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the Tehama County Solid Waste Management Agency, California, in the form of the copy of the agreement herein contained

- a) to provide all necessary machinery, tools, apparatus and other means of construction;
- b) to furnish all materials;
- c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the Tehama County Solid Waste Management Agency;

d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the Tehama County Solid Waste Management Agency against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

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**BID SCHEDULE**  
**FOR**  
**TEHAMA COUNTY/RED BLUFF LANDFILL HHW FACILITY PAVING**  
**IMPROVEMENTS**

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

<b>Bid Item No.</b>	<b>Description<sup>1,2</sup></b>	<b>Unit</b>	<b>Quan.</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>BASE BID ITEMS</b>					
1	Mobilization	LS	1	\$	\$
2	Coordination	LS	1	\$	\$
3	Field Engineering	LS	1	\$	\$
4	Saw Cut Existing Pavement (See Dwg 1.0, Note 1)	LF	235	\$	\$
5	Demolish Existing Pavement and Dispose Onsite (See Dwg 1.0, Note 2)	SF	1,550	\$	\$
6	Excavate Subgrade, Stockpile Soil and Recompact (See Dwg 1.0, Notes 3 & 4)	SF	2,500	\$	\$
7	Asphalt Paving, Aggregate Base and Geotextile (See Dwg 1.0, Note 4)	SF	2,500	\$	\$
8	All Other <sup>3</sup>	LS	1	\$	\$
<b>ADDITIVE BID ITEMS</b>					
9	Excavate Subgrade, Stockpile Soil and Recompact, Optional (See Dwg 1.0, Note 5)	SF	1,100	\$	\$
10	Asphalt Paving, Aggregate Base and Geotextile, Optional (See Dwg 1.0, Note 5)	SF	1,100	\$	\$

Notes:

<sup>1</sup> Dwg refers to the Drawings attached and included in these bid documents.

<sup>2</sup> Each bid item shall include all the equipment, labor, materials, forming, and installation necessary to fully furnish or complete each item.

<sup>3</sup> The Bid Schedule includes a bid item called "All Other". The purpose for this item is to provide a place for the Contractor to include cost for items not described in any other bid items but is required to complete the project. It is the responsibility of the Contractor to review the Documents thoroughly and identify any work that is not included in a bid item and include it in the "All Other" bid item.

TOTAL PRICE FOR BASE BID ITEMS (Numerical Total Cost of Bid Items 1-8):

---

TOTAL BASE BID PRICE IN WORDS:

---

---

TOTAL PRICE OF ADDITIVE ITEMS (Numerical Total Cost of Bid Items 9-10):

---

TOTAL PRICE OF ADDITIVE ITEMS IN WORDS:

---

---

TOTAL PRICE OF BASE AND ADDITIVE ITEMS (Numerical Total Cost of Bid Items 1-10):

---

TOTAL PRICE OF BASE AND ADDITIVE ITEMS IN WORDS:

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List of "All Other" Bid Items:

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We, the undersigned, acknowledge that the Tehama County Solid Waste Management Agency reserves the right to reject any or all bids or to select the base bid plus any additive item or combination of additive items and to determine which proposal is, in its opinion, the lowest responsive bid of a responsible bidder and that which it deems to be in the best interest of the Tehama County Solid Waste Management Agency to accept. The Tehama County Solid Waste Management Agency also reserves the right to waive any information not material to cost or performance in any proposal or bid and further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the Tehama County Solid Waste Management Agency. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of \_\_\_\_\_, 20\_\_\_\_.

Licensed in accordance with an act providing for the registration of Contractor's License No.

\_\_\_\_\_, expiration date \_\_\_\_\_.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Signature of bidder or bidders, with business addresses:

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

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

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

#### **ACKNOWLEDGEMENT OF ADDENDA**

The undersigned acknowledges that the Bidder has received the following addenda by initialing the line adjacent to the addendum number (if any). Add lines if necessary:

Addendum 1: \_\_\_\_\_

Addendum 2: \_\_\_\_\_

Addendum 3: \_\_\_\_\_

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**FAIR EMPLOYMENT PRACTICES CERTIFICATION**

TO: \_\_\_\_\_

\_\_\_\_\_

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

**Tehama County/Red Bluff Landfill HHW Area Paving Improvements**

\_\_\_\_\_  
(Signature of Bidder)

Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Place of Residence:

\_\_\_\_\_

\_\_\_\_\_

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

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**WORKER'S COMPENSATION CERTIFICATE**

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

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Bidder, with Business Address:

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**CERTIFICATE OF NONDISCRIMINATION IN EMPLOYMENT**

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

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**LIST OF PROPOSED SUBCONTRACTORS**

In compliance with the provisions of Sections 4100-4108 of the State Government Code and any amendments thereof, refer to Section 1-09 of the Special Provisions within these Contract Documents which include, but are not limited to: The name and the location of the place of business, the California contractor license number (CSLB), and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code (DIR) of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the Plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid. This form **MUST** be completed and submitted with the Bid Proposal from the Contractor. Attach multiple copies of this sheet, if needed.

<b>Scope</b>	<b>Subcontractor Name</b>	<b>Address</b>	<b>CSLB #</b>	<b>DIR #</b>

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**STATEMENT OF EXPERIENCE OF BIDDER**

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the Tehama County Solid Waste Management Agency to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

**1) General Information**

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

Federal Tax ID No. \_\_\_\_\_

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

Company Owner Name: \_\_\_\_\_

Corporation: List corporation number, State, and date of incorporation

\_\_\_\_\_

Partnership:      list name and address of each partner

\_\_\_\_\_

\_\_\_\_\_

Company Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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**SIGNATURE(S) OF BIDDER**

Accompanying this proposal is \_\_\_\_\_  
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent 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, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

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

Licensed in accordance with an act providing for the registration of Contractors:

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

Signature(s) of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: \_\_\_\_\_  
\_\_\_\_\_

Place of residence: \_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

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**Tehama County Solid Waste Management Agency Solid Waste  
Tehama County/Red Bluff Landfill HHW Area Paving Improvements**

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS,

that we, \_\_\_\_\_

\_\_\_\_\_, as PRINCIPAL and

\_\_\_\_\_

\_\_\_\_\_, as SURETY,

are held and firmly bound unto the Tehama County Solid Waste Management Agency in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Tehama County Solid Waste Management Agency, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Tehama County Solid Waste Management Agency Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH,

that whereas the Principal has submitted the above mentioned bid to the Tehama County Solid Waste Management Agency, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Tehama County Solid Waste Management Agency Office, 20000 Plymire Road, Red Bluff, California, on OPENING DATE for **Tehama County/Red Bluff Landfill HHW Area Paving Improvements**.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the Tehama County Solid Waste Management Agency one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Principal

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Surety

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

\_\_\_\_\_

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**NON-COLLUSION AFFIDAVIT**

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To the Tehama County Solid Waste Management Agency:

The undersigned in submitting a bid for performing for **Tehama County/Red Bluff Landfill HHW Area Paving Improvements** by contract, being duly sworn, deposes and says: that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature(s) of Bidder

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

\_\_\_\_\_

\_\_\_\_\_

Place of Residence:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTARIZATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_, State of California.

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_.

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**Tehama County Solid Waste Management Agency**

**AGREEMENT**

**FOR**

**Tehama County/Red Bluff Landfill HHW Area Paving Improvements**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between Tehama County Solid Waste Management Agency, hereinafter called the Tehama County Solid Waste Management Agency and

\_\_\_\_\_,  
hereinafter called the Contractor.

**WITNESSETH:**

WHEREAS, the Tehama County Solid Waste Management Agency has caused to be prepared in accordance with law, specifications, drawings and other Contract Documents for the work herein described and shown and has approved and adopted these Contract Documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract; and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the Tehama County Solid Waste Management Agency a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract; and

WHEREAS, the Tehama County Solid Waste Management Agency, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest responsible bidder for the work and for the sums named in the proposal.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH:**

**Article 1. Work to be Done and Contract Days Allowed.**

Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the all of the work described in this contract except as allowed in the Technical Specifications **by October 31, 2023** (\_\_\_\_\_ calendar days). Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the Tehama County Solid Waste Management Agency. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work or without having submitted certificates of insurance that have been accepted and approved by the Tehama County Solid Waste Management Agency. The Contractor will pay to the Tehama County Solid Waste Management Agency the sum of one thousand five hundred (**\$1,500.00**) dollars per day for each and every working day's delay beyond the time prescribed.

**Article II. Contract Prices.**

That the Tehama County Solid Waste Management Agency shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses

of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the Tehama County Solid Waste Management Agency.

### Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

(a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.

(b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.

(c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, the Tehama County Solid Waste Management Agency or any other appropriate the Tehama County Solid Waste Management Agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The Tehama County Solid Waste Management Agency shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the Tehama County Solid Waste Management Agency shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

(e) The Contractor agrees that should the Tehama County Solid Waste Management Agency determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the Tehama County Solid Waste Management Agency, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The Tehama County Solid Waste Management Agency may deduct any such damages from any monies due the Contractor.

(f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the Tehama County Solid Waste Management Agency or the State of California from pursuing any other remedies that may be available at law.

(g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(1) The Contractor shall provide evidence, as required by the Tehama County Solid Waste Management Agency that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) The Contractor shall provide evidence, as required by the Tehama County Solid Waste Management Agency, that he or she has notified all sources of employees referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(3) The Contractor shall file a basic compliance report, as required by the Tehama County Solid Waste Management Agency. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:

a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.

(5) The Contractor shall notify the Tehama County Solid Waste Management Agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

(h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

(i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Contract Documents.

The complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. General Conditions
3. Technical Specifications
4. Proposal
5. Fair Employment Practices Certification
6. The Tehama County Solid Waste Management Agency Agreement for the Tehama County/Red Bluff Landfill HHW Area Paving Improvements
7. Contract Bonds
8. Contract Drawings and Construction Details
9. Standard Drawings

IN WITNESS WHEREOF, this Agreement being executed in triplicate and the parties having caused their names to be signed by authority of their duly authorized office this \_\_\_\_\_ day of \_\_\_\_\_,  
TEHAMA COUNTY, CALIFORNIA

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY:

CONTRACTOR:

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

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

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

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

Chair

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

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

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

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

Agency Counsel

**Tehama County Solid Waste Management Agency  
For  
Tehama County/Red Bluff Landfill HHW Area Paving Improvements**

**FAITHFUL PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS,**

that we the undersigned, \_\_\_\_\_

\_\_\_\_\_, **AS PRINCIPAL,** and

\_\_\_\_\_

\_\_\_\_\_, **AS SURETY,**

are held firmly bound unto the Tehama County Solid Waste Management Agency, hereinafter called the "Tehama County Solid Waste Management Agency", in the penal sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

**WHEREAS,** the Principal has entered into a certain Contract with the Tehama County Solid Waste Management Agency, dated \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof,

**NOW, THEREFORE,** the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the Tehama County Solid Waste Management Agency for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the Tehama County Solid Waste Management Agency shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

**IN WITNESS WHEREOF,** the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In the presence of:

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
(Individual Principal)

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

\_\_\_\_\_  
(City/State/Zip Code)

**WITNESS:**

\_\_\_\_\_ (SEAL)  
(Corporate Principal)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City/State/Zip Code)

**ATTEST:**

\_\_\_\_\_ Affix  
(Corporate Principal) Corporate Seal  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City/State/Zip Code)

**ATTEST:**

\_\_\_\_\_ Affix  
(Corporate Surety) Corporate Seal  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City/State/Zip Code)

The rate of premium on this bond is \$\_\_\_\_\_ per thousand.

The total amount of premium charges is \$\_\_\_\_\_..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

**(CERTIFICATE AS TO CORPORATE PRINCIPAL)**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Principal in the foregoing bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_ Affix Corporate Seal



**Tehama County Solid Waste Management Agency  
For  
Tehama County/Red Bluff Landfill HHW Area Paving Improvements**

**MATERIAL AND LABOR BOND**

**KNOW ALL MEN BY THESE PRESENTS,**

that we the undersigned, \_\_\_\_\_

\_\_\_\_\_, **AS PRINCIPAL**, and

\_\_\_\_\_, **AS SURETY**,

are held firmly bound unto the Tehama County Solid Waste Management Agency, hereinafter called the "Tehama County Solid Waste Management Agency", in the penal sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

**WHEREAS**, the Principal has entered into a certain Contract with the Tehama County Solid Waste Management Agency, dated \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof,

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the Tehama County Solid Waste Management Agency for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the Tehama County Solid Waste Management Agency shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

**IN WITNESS WHEREOF**, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In the presence of:

**WITNESS:**

\_\_\_\_\_  
(Individual Principal) (SEAL)

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

\_\_\_\_\_  
(City/State/Zip Code)

**WITNESS:**

\_\_\_\_\_  
(Corporate Principal) (SEAL)

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

\_\_\_\_\_  
(City/State/Zip Code)

**ATTEST:**

\_\_\_\_\_  
(Corporate Principal) Affix

Corporate  
Seal

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

\_\_\_\_\_  
(City/State/Zip Code)

**ATTEST:**

\_\_\_\_\_  
(Corporate Surety) Affix

Corporate  
Seal

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

\_\_\_\_\_  
(City/State/Zip Code)

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

The total amount of premium charges is \$ \_\_\_\_\_..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

**(CERTIFICATE AS TO CORPORATE PRINCIPAL)**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Principal in the foregoing bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_ Affix Corporate Seal

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## **DIRECTIONS FOR PREPARATION OF PERFORMANCE BOND AND MATERIAL AND LABOR BOND**

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint ventures, each member shall execute the bonds as an individual and state his place of residence.
5. If the Principal is a corporation, the bonds shall be executed under its corporate seal.  
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bonds for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bonds.
8. The date of the bonds must not be prior to the date of the Contract.
9. The following information must be placed on the bonds by the surety company:
  - a. The rate of premium in dollars per thousand; and
  - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bonds.
11. Type or print the name underneath each signature appearing on the bonds.
12. An executed copy of the bonds must be attached to each copy of the Contract (original counterpart) intended for signing.

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**Tehama County Solid Waste Management Agency  
For  
Tehama County/Red Bluff Landfill HHW Area Paving Improvements**

**DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND**

**KNOW ALL MEN BY THESE PRESENTS,**

that we, \_\_\_\_\_

\_\_\_\_\_, as **PRINCIPAL**

and \_\_\_\_\_

\_\_\_\_\_, as **SURETY,**

are held and firmly bound unto the Obligee, in the penal sum of

\_\_\_\_\_  
\_\_\_\_\_, (\$ \_\_\_\_\_),  
(5 PERCENT OF THE TOTAL AMOUNT OF THE BID)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal entered into a Contract with the Tehama County Solid Waste Management Agency dated \_\_\_\_\_  
for \_\_\_\_\_  
\_\_\_\_\_

**WHEREAS**, said Contract has been completed, and was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(Seal)

BY: \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Principal

\_\_\_\_\_(Seal)

BY: \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Surety



## **Technical Specifications and Drawing List**

### **Sections**

01010 – Summary of Work  
01020 – Site Safety  
01025 – Payment  
01039 – Coordination and Meetings  
01050 – Field Engineering  
01300 – Submittals  
01900 – Mobilization  
02110 – Clearing and Grubbing  
02210 – Site Grading for Earthwork and Prepared Subgrade  
02232 – Aggregate Base Course  
02553 – Asphalt Concrete Pavement

### **Drawings**

#### **Civil**

0.0 –Cover Sheet  
1.0 – Paving Plan

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## SECTION 01010

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES:

- A. Description of work.
- B. Owner responsibility.

##### 1.02 RELATED SECTIONS

- A. Standard General Conditions.
- B. Supplementary Conditions

##### 1.03 DEFINITIONS

- A. **ASTM:** American Society for Testing and Materials.
- B. **Construction Season:** April 15 to October 15, unless otherwise allowed by the Owner based on weather conditions.
- C. **Contract Documents:** General Provisions, Plans, and Technical Specifications.
- D. **CalRecycle:** State of California, Department of Resources Recycling and Recovery
- E. **CVRWQCB or RWQCB:** State of California, Regional Water Quality Control Board, Central Valley.
- F. **Design Engineer:** Civil engineer registered in the State of California, retained by the Owner to design the construction items, and respond to requests for information (RFIs).
- G. **Project Engineer:** Civil engineer or engineering geologist registered in the State of California, employed or retained by the Owner to provide project management.
- H. **LEA:** Local Enforcement Agency: Tehama County, Environmental Health Department representative.
- I. **Nonconformance:** When testing, measurement, or visual inspections shows that performance standards for construction are not being met.

- J. **Notice of Completion:** Notice provided by Owner to Contractor indicating that all of the tasks in the Technical Specifications have been completed to the satisfaction of the Project Engineer and Owner.
- K. **Owner:** The project and property are owned by the Tehama County Solid Waste Management Agency.
- L. **Owner's Representative:** Ms. Rachel Ross-Donaldson, Agency Manager of the Tehama County Solid Waste Management Agency.
- M. **Performance Audit:** Periodic review of the CQA data to ensure that the intent of the design is being met.
- N. **Performance Standard:** A minimum limit set on characteristics of materials and construction.
- O. **Plans or Drawings:** A set of plans describing the construction of the project. Plans or drawings are considered part of the Contract Documents.
- P. **RFI:** Request for information.
- Q. **Soil Technician:** Employee of a certified soils testing laboratory responsible for performing field tests and collecting samples for laboratory analyses.
- R. **Surveyor:** Land surveyor, licensed in the State of California, retained by the Contractor to set a grid, set elevation control, and perform tasks described in field engineering.
- S. **Technical Specifications:** That portion of the Contract Documents which present the construction Specifications, materials, and performance standards for completing the project.
- T. **Testing Laboratory:** A certified soils or materials testing laboratory with experience in the work required for this project.

1.04 DESCRIPTION:

- A. Work under this contract consists of the following items of work (in roughly sequential order).
  - 1. Saw cut existing pavement.
  - 2. Demolition of existing pavement and clearing of areas for grading and new paving.

3. Grading to the depth needed to accommodate the new paving and aggregate base rock. Recompaction of soils below the proposed new paving.
4. Placement of Geotextile between the soil and aggregate base.
5. Placement and full installation of Aggregate Base materials.
6. Placement and full installation of Asphaltic Pavement.

1.05 LOCATION:

- A. Project is located within a portion of the Tehama / Red Bluff Solid Waste Landfill facility (LF Facility) on Plymire Road in Tehama County.
- B. Project Owner is Tehama County Solid Waste Management Agency.

1.06 COORDINATION AND RESPONSIBILITY:

- A. For Bidding, coordination and construction responsibility purposes, the Work has been identified and shown in the Bid Schedule as:
  - a. Work to be completed by Contractor; and
  - b. Optional Area Work to be completed by Contractor.

The items shown as Optional Areas are included as part of the Contractor's Base Bid at the time of Bidding. The County and Contractor will agree on the scope of the Work to be completed by Contractor prior to award of contract.

- B. The area adjacent to the construction is an operating household hazardous waste (HHW) facility. It will be the responsibility of the Contractor to work with the facility to maintain access to the HHW facility as needed. It is noted that there is a gated entry on the east side of the HHW facility that provides access and is outside the area of work.

1.07 SUBMITTALS:

- A. None for this specification.

1.08 OWNER RESPONSIBILITY:

- A. Owner's responsibility for project construction includes:
  1. Review and approve shop drawings, product data and submittals from the Contractor.
  2. Prepare and approve Contractor payment invoices and final payments.

3. Review and authorize contract change orders and/or extra work.
4. Provide project inspection and approval of Contractor's work.
5. Provide access to the site for performance of specified work.

1.09 CONTRACTOR'S USE OF PREMISES:

- A. Construction camping within the site will not be allowed.
- B. Contractor shall layout the limits of work and new paving.
- B. Staging and storage of construction equipment and materials shall be limited to those areas designated and approved by the Owner.
- C. The Contractor shall take precautions to locate and protect all existing utility lines. Notify utility companies and the Project Engineer prior to excavations in the vicinity of known utilities.
  1. Should damage occur to an unknown utility, repairs shall be performed as directed by the Project Engineer. Equitable adjustments shall be made under the terms of the changes provisions.
- D. The Contractor shall comply with all legal load requirements of the State of California and County Jurisdictions when operating on area access roads. Damage to existing roadways from equipment operation or excessive loads shall be repaired by the Contractor at no additional cost to the Owner.
- E. The Contractor shall legally dispose of waste generated during this project.
- F. The location for Contractor staging shall be coordinated with the Owner prior to start of construction. All construction related activities shall remain within the limits of work as shown on the drawings.
- G. The Contractor is permitted to operate earthmoving equipment between the hours of one hour before sunrise to one hour after sunset as defined by the Astronomical Applications Department of the U.S. Naval Observatory (currently online at: <http://aa.usno.navy.mil/>).

1.10 FIELD VERIFICATION:

- A. The Contractor shall field-verify all new and existing dimensions and field conditions prior to starting work or ordering products.

1.11 CONTRACTOR-FURNISHED ITEMS:

- A. The Contractor shall furnish all labor, materials and equipment necessary for the completion of the work, as specified.

#### 1.12 CONSTRUCTION MANAGEMENT AND CHAIN-OF-COMMAND

- A. The Owner will retain the services of the Design Engineer to provide engineering services during construction and a third-party firm to provide some testing and construction observation services. The Contractor is expected to act as Project Manager during this construction and coordinate all construction related items necessary to complete the project.
- B. The Contractor shall report to and route all correspondence, RFI's, submittals, and invoices through the Design Engineer and Owner unless instructed to do otherwise.
- C. The Design Engineer will be responsible for responding to RFIs, submittals, and design modifications during construction.
- D. The Owner will be responsible for final review of invoices and performing audits of the Project Engineer.

#### 1.13 CONTRACTOR QUALITY CONTROL

- A. The Contractor is responsible for providing adequate Quality Control during the Work.
- B. The Contractor shall not rely on Quality Assurance Testing provided by the Owner as the sole means of assessing quality control.

#### 1.14 QUALITY ASSURANCE

- A. The Owner may provide an inspection/testing company to perform tests and/or observations to check that the Contractor has adequately implemented the Work. If implemented, the testing company will be under the direction of the Project Engineer on behalf of the Owner.
- B. Regardless of the Quality Assurance observation activities or review of submittals, it will be the responsibility of the Contractor to construct the project in compliance with the contract documents.
- C. Any Quality Assurance testing which fails to meet the requirements of the Contract Documents shall be retested by the Owner's representatives at the cost of the Contractor.

## 1.15 PRECEDENCE OF DOCUMENTS

A. See “Greenbook” Section 2-5.2 Precedence of Contract Documents as follows:

- Permits issued by jurisdictional regulatory agencies.
- Change Orders and/or Supplemental Agreements, whichever occurs last.
- Contract/Agreement
- Addenda
- Bid/Proposal
- Special Provisions
- Plans [Drawings]
- Standard Plans
- Standard Specifications
- Reference Specifications

Detail drawings shall take precedence of general drawings. When in doubt, contact the Design Engineer for clarification.

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

Not Used.

## **PART 4 – MEASUREMENT AND PAYMENT**

### 4.1 MEASUREMENT AND PAYMENT

A. No additional payment will be made for the items described in this Section. All costs shall be included in other items of work.

**END OF SECTION**



## **SECTION 01020**

### **SITE SAFETY**

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

##### **1.01 SECTION INCLUDES**

- A. Requirements for site-safety plans.
- B. Data on potential contaminants.

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

- A. Section 02210 – Site Grading.

##### **1.03 SITE-SAFETY PLANS**

- A. The Contractor shall prepare a site-specific safety plan detailing the methods to ensure the safety of employees from the following:
  - 1. Accident and injury from operations of equipment and other work related to earthwork, trenching, and other construction activities.
  - 2. Accident and injury from construction of a building.
  - 3. Accident and injury from use of cranes installing mechanical equipment.
- B. The site-safety plan shall include emergency response plans for fire and injury, including emergency telephone numbers, and a map and directions to the nearest hospital.

##### **1.04 PRESCRIPTIVE STANDARDS**

- A. No employee shall enter a trench categorized as an enclosed space by Cal OSHA without first obtaining an enclosed space/entry permit.
- B. Conduct a safety orientation prior to beginning work and for new employees. Conduct weekly safety meetings and document attendance. The Contractor shall maintain a copy of the site-safety plan and all material safety-data sheets for chemicals, fuel or lubricants used on the site, in an unlocked location available to all employees, visitors, Owner, and Engineer.
- C. The Contractor shall comply with all applicable OSHA safety standards.
- D. These prescriptive standards are minimum and do not relieve the Contractor of responsibility to ensure employees' safety and that of site visitors.

#### 1.05 SUBMITTALS

- A. The Contractor shall submit a copy of the site-safety plan within 14 calendar days of signed contract.
- B. The Contractor shall submit a copy of the site-safety meeting minutes to the Project Engineer on a biweekly basis (typically at the weekly meeting).

#### **PART 2 - PRODUCTS**

Not Used.

#### **PART 3 - EXECUTION**

Not Used.

#### **PART 4 – PAYMENT**

##### 4.01 PAYMENT

- A. Payment for all materials, equipment, labor, superintendence, and incidentals to organize and maintain a safe working environment will be included in the various items of work and no additional payment will be made for this item. The Contractor is responsible for determining safety needs and personal protective equipment for the types of work to be performed at the site.

**END OF SECTION**

## **SECTION 01025**

### **MEASUREMENT AND PAYMENT**

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

##### **1.01 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.
- C. Payment procedures and timelines.

##### **1.02 AUTHORITY**

- A. Measurement methods defined in the individual specification sections complement the requirements of this section. In the event of conflict, the requirements of the individual specification section govern.

##### **1.03 UNIT QUANTITIES SPECIFIED**

- A. Quantities indicated in the Bid Schedule area described in Part 4 - Measurement and Payment of each specification

##### **1.04 MEASUREMENT OF QUANTITIES**

- A. Prior to preparing a monthly request for payment, the Contractor shall estimate the percentage of each bid item that will be completed by the end of the month and e-mail the information to the Design Engineer for confirmation.
- 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 or Design Engineer.
- 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 or Design Engineer.

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 or Design Engineer. 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.

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, superintendence, bonds, insurance, taxes, services and incidentals; erection, application or installation of an item of the Work; overhead and profit and any other items not specifically listed.
- B. Progress payments will be made monthly and shall show the following:
- 1 List of bid items with percentage billed during the period.
  2. Documentation of the quantity of each bid item by means of survey, delivery tickets, or measurements that can be confirmed by the Design Engineer.
  3. Previous amount billed for each bid item.
  4. Total billed for each item to date.
  5. Organized by the specific bid items shown on the Bid Schedule.
  6. Materials and equipment that has been delivered but not incorporated in the work may be included in the invoice. Per the General Conditions, 50% of the value of the materials and equipment will be allowed for payment prior to installation.
  7. Total current amount due this invoice.
  8. Total billed to date and retention (as applicable).
  9. Signature line for Engineer approval.
- C. Submit the invoice to the Design Engineer for review. The Design Engineer will initial the invoice and submit to the Owner.

- D. Upon receipt of the Notice of Completion of the project from the Engineer, the Contractor shall invoice for the 10% retention.

#### 1.06 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

#### 1.07 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 the 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 Contract Drawings and Specifications, such work and materials or equipment shall be furnished in greater or lesser quantities and notified to the Design Engineer with respect to the greater or lesser quantities.

#### 1.08 CHANGE ORDERS

- A. Changes in Work which require a contract change order must be approved by the Owner prior to the change order work beginning. All change orders must be submitted in writing, with an estimate of time and expense to the Owner for approval. When submitting change orders, the Contractor shall indicate the number of working days that the change will add or subtract to the project duration.
- B. Changes in Quantity of a bid item that have the potential to result in a change in quantity of greater than 5% over that shown in the Bid Schedule shall be brought to the attention of the Project Engineer in writing upon discovering that potential.

### **PART 2 – PRODUCTS – not used**

### **PART 3 - EXECUTION – not used**

### **PART 4 - MEASUREMENT AND PAYMENT**

Specifications not identified for specific payment shall be paid within the item for which they apply.

### **END OF SECTION**

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## **SECTION 01039**

### **COORDINATION AND MEETINGS**

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

##### **1.01 SECTION INCLUDES**

- A. Coordination.
- B. Preconstruction conference.
- C. Progress meetings.

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

- A. Section 01010 - Summary of Work – See coordination.

##### **1.03 SUBMITTALS**

- A. Submit a project schedule within two weeks of authorization to proceed (or sooner if required elsewhere in the contract documents). The schedule shall be updated (if needed) and provided to the Owner and Project Engineer in Adobe pdf format prior to each construction meeting.

##### **1.04 PRECONSTRUCTION CONFERENCE**

- A. Contractor schedule a preconstruction conference after Notice of Award.
- B. Attendance is required by the following parties: Owner's representative, Design Engineer (L&A), General Contractor, and any other subcontractors not specifically listed may attend as requested by the General Contractor.
- B. Meeting agenda shall include at a minimum the following topics:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements.
  - 3. Construction facilities and controls provided by Owner.
  - 4. Temporary utilities provided by Owner.
  - 5. Survey methods (if applicable).
  - 6. Submittal methods.
  - 7. Inspection methods.
  - 8. Security and housekeeping procedures.

9. Procedures for testing.
10. Procedures for maintaining recorded documents.
11. Chain-of-command.
12. Scheduling.
13. Measurement and payment.
14. Permits (not applicable for this project)
15. Safety Plans
16. Water (if needed)
17. Other.

#### 1.04 PROGRESS MEETINGS

- A. The Contractor and Owner will agree on a day and time of each week for a weekly progress (or bi-weekly, if appropriate) meeting. Topics may include:
  1. Work performed during the previous week.
  2. Potential change orders or significant changes in quantities.
  3. Status of Schedule.
  4. Status of invoices.
  5. Presentation and/or discussion of submittals.
  6. Presentation/discussion of testing results.
  7. Requests for clarification or data needs.
  8. Updates on repairs of inadequate work (if any).
  9. Punch lists.
  10. Storm Water, weather forecast
  11. Upcoming items, required staging areas, or long lead time items.
  12. Safety, Dust Control
  13. Owner concerns.
- C. Attendance by the following parties is required: General contractor foreman, Project Engineer, Design Engineer, and appropriate subcontractors may attend when present on site and needed for discussion.

#### 1.05 COORDINATION - GENERAL

- A. Contractor shall coordinate scheduling, submittals, and work of the various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Contractor shall coordinate work with subcontractors, Design Engineer and Owner.



- C. Contractor is responsible for the overall Work to be complete. Contractor shall coordinate between sub-contractors to ensure that there are no gaps between work provided where work, equipment, or materials are shared or otherwise in common.
- D. Contractor shall not endanger any work by cutting, digging, etc., and shall not cut or alter any completed work of any Section of these specifications without prior consent of Design Engineer.
- E. Contractor shall coordinate work of subcontractors and trades to minimize delays and miscommunication, and to keep the Owner and the Project Engineer informed as to project status.

#### 1.06 FOREMAN ONSITE

- A. The Contractor shall have a designated foreman on site as a point of contact at all times when work is being performed. If situations arise where the Foreman must be absent from the site, the Foreman will appoint someone else as point of contact and notify the Owner and Design Engineer.

#### 1.07 COORDINATION WITH LANDFILL SCHEDULE

- A. The landfill is open 7 days a week (closed January 1, Easter Sunday, Thanksgiving Day, and December 25) and anticipated to remain open and operational during the entire length of this Work. Contractor shall maintain an ongoing accessible roadway to the landfill at all times. Under no circumstances shall all access points to the landfill be blocked for any significant amount of time.

### **PART 2 – PRODUCTS – not used.**

### **PART 3 – EXECUTION – not used.**

### **PART 4 – MEASUREMENT AND PAYMENT**

#### 4.01 PAYMENT

- A. Payment for coordination shall be included in the lump-sum price for the base-bid items and shall be included in the Contractor's cost breakdown under "Coordination" on the Bid Schedule.
- B. Payment for all materials, equipment, labor, superintendence, and incidentals to provide all work required by this Section will be included in the various items of work. No additional payment will be made for the work described in this section.

### **END OF SECTION**

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**SECTION 01050**  
**FIELD ENGINEERING**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Owner's survey and layout.
- B. Contractor's use of survey control.
- C. Contractor's grade setting.
- D. Project record documents.

**1.02 RELATED SECTIONS**

- A. Section 01039 – Coordination.
- B. Section 02110 – Clearing & Grubbing.
- C. Section 02210 – Site Grading and Subgrade
- D. Section 02553 – Asphaltic Concrete Pavement

**1.03 QUALITY ASSURANCE**

- A. The Contractor may at their discretion retain the service of California Licensed Surveyor to stake cuts and fills for earthwork and to provide construction control staking for buildings, associated concrete work, and pavement.
- B. The Contractor shall employ an experienced grade setter to maintain the construction stakes and ensure that the earthwork portion of the project is being constructed to the design grades.
- D. Minimum accuracy for required work is as follows:
  - 1. Grade: No design grades on plan sheets. Grade to drain all new paved areas and match grades at edges.

**1.04 SUBMITTALS**

- A. All submittals shall be turned in during the mobilization phase.
- B. Contractor's plan, if requested, including ASCII file of point coordinates, elevation and descriptions.

- C. Contractor' staking notes, if requested.
- D. Staking notes shall be submitted within two days of request by the Project Engineer or Design Engineer.

#### 1.05 PROJECT RECORD DOCUMENTS

- A. The Contractor's grade setter shall maintain a complete and accurate log of control, grid coordinates, and locations of the edges of work. The survey notes shall be made available to the Project Engineer upon request.

#### 1.06 OWNER SUPPLIED SURVEY

- A. The Design Engineer will provide the coordinates and elevations of the temporary control used by the Owner's surveyor to perform the topographic surveys used for design. The Design Engineer also will provide the digital terrain model or the design for the Contractor's use.
- B. The Owner will flag the clearing limits.

### **PART 2 - PRODUCTS**

**Not Used**

### **PART 3 - EXECUTION**

#### 3.01 EXAMINATION

- A. The Contractor shall verify locations of survey control points prior to starting work.
- B. The Contractor shall promptly notify the Design Engineer of any discrepancies that are discovered.

#### 3.02 SURVEY REFERENCE POINTS

- A. The Contractor shall protect survey control points while completing site work and preserve permanent reference points during construction.
- B. The Contractor shall promptly report to the Project Engineer or Design Engineer the loss, destruction, or relocation of any reference point due to changes in grades or other reasons.
- C. The Contractor shall replace disturbed, damaged, or destroyed survey control points based on original survey control at his or her own cost. The Contractor shall not make any changes without prior written notice to and approval from the Design Engineer.

- D. The Contractor shall maintain a complete and accurate log of control and survey work for grade checking and construction as it progresses.
- E. The Contractor shall be responsible for establishing and maintaining temporary elevation control. Elevation control locations (temporary benchmarks) and elevation updates shall be kept current and be available at the Construction site at all times.

### 3.03 OWNER PROVIDED SURVEY

- A. Where applicable or shown on the drawings, the control coordinates, elevations and point descriptions will be provided in an AutoCAD file to the Contractor and Contractor's Surveyor for their use in construction staking.

### 3.04 CONTRACTOR PROVIDED SURVEY

- A. The Contractor shall provide construction staking, and grade setting. The Contractor shall replace any lost or damaged stakes at his or her own cost.

## **PART 4 – MEASUREMENT & PAYMENT**

### 4.01 MEASUREMENT AND PAYMENT

- A. Payment for "Field Engineering" shall be included in the Bid Schedule as a lump-sum item. All surveying, staking, and survey associated materials necessary to perform the Work shall be included in the cost for "Field Engineering".

**END OF SECTION**

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## **SECTION 01300**

### **SUBMITTALS**

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

1.01 DESCRIPTION: The work of this section consists of submittal requirements before and during construction.

1.02 RELATED REQUIREMENTS: None.

1.03 SCHEDULES: As soon as possible after Notice of Award and before beginning any work, submit Progress Schedule to Owner and Design Engineer.

A. Progress Schedule: Submit electronically a construction schedule (normally in critical path or Gantt style form) showing estimated starting and completion dates for each part of the work. The first progress payment will not be issued until an acceptable progress schedule is submitted.

1.04 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

A. General Procedures:

1. As specified in the individual sections, forward submittals to the Design Engineer at least 15 days before need for approval. Provide all submittals in an electronic format distributed via email to the Owner and Design Engineer.
2. Coordinate all submittals and review them for legibility, accuracy, completeness, and compliance with contract requirements. Forward submittals that are related to or affect one another as a package to facilitate coordinated review.
3. List submittals on a transmittal letter with date of submittal and content of submittal. Transmittal letter shall be on Contractor's letterhead or other approved format. All submittals shall be uniformly transmitted.
4. Submittals will not be accepted for review if an incorrect amount of submittals are submitted, the transmittal form is incorrectly filled out, submittals are not coordinated, or submittals do not show evidence of Contractor's approval.

5. Specific Procedures:

- a. Shop Drawings: Identify each copy of shop drawings with contract drawing number in lower right-hand corner.
- b. Samples: Samples shall be large enough to illustrate clearly the functional characteristics and full range of color, texture, or pattern.

- c. Manufacturer's Literature: Submit only pertinent pages; mark each copy of standard printed data to identify products referenced in specification section.

B. Design Engineer's Review:

1. Design Engineer will review submittals and either approve, approve as noted, request amend and resubmit, or reject the submittals. All correspondence for the submittal will be in electronic format.
2. Any work done before approval shall be at Contractor's own risk.

1.05 APPROVED EQUALS AND SUBSTITUTIONS:

A. For each item proposed as an 'approved equal', submit a separate request. With each request, submit supporting data, including:

1. Drawings and samples as appropriate.
2. Comparison of the qualities of the proposed item with that specified.
3. Changes required in other elements of the work because of the substitution.
4. Name, address, and telephone number of vendor.
5. Manufacturer's literature regarding installation, operation and maintenance, including schematics for electrical and hydraulic systems, lubrication requirements, and parts lists. Describe availability of maintenance service, and state source of replacement materials.

B. A request for approval constitutes a representation that the contractor:

1. Has investigated the proposed item and determined that it is equal or superior in all respects to that specified.
2. Will provide the same warranties for the proposed item as for the item specified.
3. Has determined that the proposed item is compatible with interfacing items.
4. Will coordinate the installation of an approved item and make all changes required in other elements of the work because of the substitution.
5. Waives all claims for additional expenses that may be incurred as a result of the substitution.



- 1.06 MANUFACTURER'S INSTALLATION INSTRUCTIONS: When contract documents require compliance with manufacturer's printed instructions, provide one complete set of instructions for the Project Engineer and keep another complete set of instructions at the project site until substantial completion.

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

Not Used.

## **PART 4 - MEASUREMENT AND PAYMENT**

- 4.01 SUBMITTALS: Payment that relates to this work will be included in various items in the Bid Schedule, and no measurement or separate payment shall be made.

**END OF SECTION**

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## **SECTION 01900**

### **MOBILIZATION**

#### **PART 1 – GENERAL**

- 1.1 DESCRIPTION: This work shall include preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for all other work and operations that must be performed prior to beginning work on various items on the project.
- 1.2 MOBILIZATION SHALL INCLUDE:
- A. Mobilization of all construction equipment, materials, supplies, appurtenances, and the like, manned and ready for commencing and performing the work. Preparation for 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 actual work on construction items for which payment is provided under the Contract.
- 1.3 DEMOBILIZATION SHALL INCLUDE:
- A. Subsequent removal from the site of all construction plants, equipment, materials (excluding surplus materials specified to remain on site), supplies, appurtenances, and the like; and cleaning and restoration of the site as directed by Owner/Engineer upon completion of the work.
- 1.4 RELATED SECTIONS
- A. Section 01010 – Summary of Work.
  - B. Section 02210 – Site Grading.

#### **PART 2 – PRODUCTS**

Not used.

#### **PART 3 – EXECUTION**

- 3.1 CONSTRUCTION TRAILER: Not applicable to this project.
- 3.2 RESTROOM FACILITIES: The Contractor shall provide temporary restroom facilities throughout the Work, if needed.
- 3.3 CONSTRUCTION WATER: Construction water is not anticipated to be needed for this project. Should construction water be required, Contractor shall either haul in necessary

water, or coordinate with Owner to use either the onsite storm water ponds or stand tank for construction water purposes.

- 3.4 **POTABLE WATER:** The Contractor shall provide a source of potable drinking water for his or her employees, and their visitors.
- 3.5 **SECURITY:** The Contractor shall restrict public access to the work site during construction and provide access to the Contractor, his or her employees, subcontractors, the Owner or their representatives, Design Engineer, Surveyors, and regulatory agencies.
- 3.6 **TRASH:** The Contractor shall provide trash receptacles for his or her employees and subcontractors. Trash must be disposed of regularly and shall not be allowed to accumulate on site. The Contractor will be responsible for collecting wind-blown trash generated from the construction site.

#### **PART 4 – MEASUREMENT AND PAYMENT**

- 4.1 **MEASUREMENT:** Mobilization shall be lump sum for the job under the Bid Schedule item “Mobilization” pertaining to the construction area as indicated and shown on the Bid Schedule.
- 4.2 **PAYMENT FOR MOBILIZATION:** Progress payments shall be made as follows:
  - A. 25% of mobilization will be paid during the first monthly pay request but shall not exceed 50% of the first invoice.
  - B. Up to 50% of mobilization will be paid during the subsequent two monthly pay requests.
  - C. The last 25% will be paid upon successful completion of the project and demobilization.

**END OF SECTION**

**SECTION 02110**  
**CLEARING AND GRUBBING**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Removal of trees, shrubs, boulders, vegetative materials and other objectionable material including minor demolition within the limits of the designated work area.
- B. Demolition and removal of paving and gravel within the work area.

1.02 RELATED SECTIONS

- A. Section 01010 – Summary of Work.
- B. Section 02210 – Site Grading and Subgrade.

1.03 REGULATORY REQUIREMENTS

- A. Waste material removed from the site shall be disposed of in conformance with Federal, State, and local requirements. Any disposal shall be at the Contractor's expense.
- B. Coordinate clearing work with other onsite construction.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

3.01 SURFACE CONDITIONS

- A. Most of the work for new paving is either gravel, soil, or asphalt paving.
- B. It will be the responsibility of the Contractor to estimate the amount of the cleared and grubbed material based on a thorough inspection of the site and drawings.

3.02 PROTECTION

- A. Locate, identify, and protect utilities from damage.
- B. Protection of persons and property:

1. Protect bench marks, survey control points, and existing structures from damage or displacement.
2. Barricade open depressions and holes occurring as part of this work and post warning lights on property adjacent to or with public access. Operate warning lights from dawn to dusk each day and as otherwise required.

### 3.03 CLEARING AND GRUBBING

- A. Clear and grub construction areas of all surface and subsurface material, as required, to remove any and all obstructions to the specified work.

### 3.04 STOCKPILING AND DISPOSAL

- A. The Contractor shall dispose of any soil stripping, excess or unsuitable soils, or oversize soil materials at a location designed by the Owner prior to construction. For bid purposes, the location is assumed to be within 300 feet of the work area.

## **PART 4 – MEASUREMENT AND PAYMENT**

### 4.01 MEASUREMENT AND PAYMENT

- A. Payment for “Saw Cut Existing Pavement” is included in the Bid Schedule on a linear-foot basis.
- B. Payment for “Demolish Existing Pavement and Dispose Onsite” is included in the Bid Schedule on a square-foot basis.

**END OF SECTION**

## **SECTION 02210**

### **SITE GRADING FOR EARTHWORK AND PREPARED SUBGRADE**

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

##### **1.01 SECTION INCLUDES**

- A. The preparation of cut and fill areas prior to constructing building pads, ditches, parking areas, and roadways as shown to the lines and grades on the Construction Drawings.

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

- A. Section 01010 - Summary of Work
- B. Section 01050 – Field Engineering.
- C. Section 02110 - Clearing & Grubbing

##### **1.03 REFERENCES**

- A. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- D. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- E. ASTM D1220 – Test Methods for Soil Moisture by Nuclear Methods.

##### **1.04 DEFINITIONS**

- A. Finish Grade: Top of pavement, side walk, ramp, or other finished surface.
- B. Structural Section: Pavement profile including subgrade, geotextile, base (aggregate) and pavement.

### 1.05 COORDINATION

- A. Coordinate with the Engineer for compaction testing on fills and in all structural sections.

### 1.06 QUALITY CONTROL

- A. The Contractor shall use adequate numbers of skilled personnel who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. The Contractor shall not solely rely on the test results or observation provided by the Owner, and may provide their own additional testing, at their own cost, if needed.

### 1.07 QUALITY ASSURANCE

- A. A qualified engineer, engineering geologist, or testing laboratory will be retained by the Owner to perform all tests of fill and soil compaction, and for observation of the earthwork.
- B. Quality-assurance testing will be performed under the direction of the Engineer.
- C. The Contractor is responsible for his or her own quality control and may order their own tests to verify compaction.
- D. Failed tests shall result in removal, manipulation, and recompact of materials. Retesting shall be at the discretion of the Engineer, and shall be at the Contractor's expense. It will be the Contractor's responsibility to provide equipment necessary to uncover completed portions of work for test pits when requested.
- E. Installation Tolerances. This project does not rely on specific design grades and instead is matching perimeter conditions while maintaining a grade-to-drain intent on the new paving.

### 1.10 SUBMITTALS

- A. See Section 01300.

## **PART 2 - PRODUCTS – not used**

## **PART 3 - EXECUTION**

### 3.01 CLEARING & GRUBBING



- A. Clearing & grubbing shall be performed according to Section 02110 – Clearing and Grubbing of these specifications.

### 3.02 SUBGRADE PREPARATION

- A. All subgrade below structural sections shall be compacted to no less than 95% of maximum dry density at slightly over optimum moisture content.

### 3.03 FINE OR FINISH GRADING

- A. Fine grading will be performed in locations that will receive a pavement section, structures or other areas of exposed soil that require fine grading. The purpose of fine grading is to provide a relatively smooth free draining surface and/or to prevent excessive variation in aggregate base thickness.
- B. Finish cuts that will receive pavement shall be ripped, moisture conditioned, and recompact to a depth of 12 inches, unless competent bedrock is encountered. The soil must be recompact to 95% of maximum dry density at +/- 2% of optimum moisture content per ASTM D-1557.
- C. Fine graded areas shall not have rocks protruding more than 1-inches above the surface, or 1/3 the thickness of the overlying base whichever is less the upper few inches may be left roughened or dimpled for good bonding with the base.

### 3.04 DUST CONTROL

- A. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors and to other work being performed on or near the site.

### 3.05 FIELD QUALITY CONTROL

- A. Field testing will be provided by the Owner or independent laboratory. Secure the Engineer's inspection, testing, and approval of each lift prior to subsequent construction.
- B. Failed tests shall result in removal, manipulation, and recompact of materials. Retesting shall be at the discretion of the Engineer, and shall be at the Contractor's expense. It will be the Contractor's responsibility to provide equipment necessary to uncover completed portions of work for test pits when requested.

## **PART 4 - MEASUREMENT AND PAYMENT**

### 4.01 GENERAL

- A. Payment for grading shall include the cost of ripping, excavation ripping and recompact to below subgrade, segregating and/or screening rocks where required,

and transportation, placement, compaction, and finish grading of the soil complete in-place. The cost shall include all labor, materials, equipment, fuel, taxes, superintendence, and incidentals. No compensation will be made for shrinkage or bulking.

4.02 MEASUREMENT AND PAYMENT:

- A. Measurement: Measurement for payment in this section shall be included within the unit cost for Subgrade Preparation.
- B. Subgrade Preparation: This item shall include the over-excavation, stockpiling, grading, and re-compaction as described and shown on the Drawings to fully prepare the subgrade prior to receipt of aggregates or other structural or non-structural sections as described in the Bid Schedule under “Excavate Subgrade, Stockpile Soil and Recompact”, and “Excavate Subgrade, Stockpile Soil and Recompact, Optional”. Subgrade preparation will be paid on a square-foot basis.

**END OF SECTION**

## SECTION 02232

### AGGREGATE BASE COURSE

#### PART 1 - GENERAL

- 1.1 DESCRIPTION: The work of this section consists of furnishing and placing aggregate base course, at thicknesses as shown on the Drawings for paving.
- 1.2 SUBMITTALS: As specified in Section 01300.
- A. If materials are obtained from a commercial source, submit certification from the supplier certifying that aggregate base course meets the requirements of this section. Submit certification no less than 14 calendar days before use.
- 1.3 QUALITY ASSURANCE: Material testing required to determine compliance with the requirements for the work of this section will be the responsibility of the Contractor.

#### PART 2 - PRODUCTS

- 2.1 AGGREGATE: Clean, hard, durable fragments or particles of crushed stone, or crushed or natural gravel and shall meet the following requirements:
- A. Gradation: The aggregate shall be 3/4" maximum and shall conform to requirements of Standard Specification (CalTrans) Section 26 for Class 2 base:

<u>Sieve Size</u>	<u>Percent Passing</u>
1"	100
3/4"	87-100
No. 4	30-65
No. 30	5-35
No. 200	0-12

- B. Quality Requirements: The material shall conform to the following:

<u>Test</u>	<u>Test Method No.</u>	<u>Requirement</u>
R-Valve	Calif. 301	78 Min.
Sand Equivalent	Calif. 217	50 Min.
Durability Index		35 Min.

#### PART 3 - EXECUTION

- 3.1 PLACING: If the required compacted depth of the aggregate base course exceeds 6 inches, place course in two or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches.

- 3.2 SUBGRADE PREPARATION: Contractor to review the subgrade to confirm that it is ready to receive Aggregate Base materials. Refer to 02210 for subgrade requirements.
- 3.3 COMPACTION: Compact each layer to a density of not less than 98 percent of the maximum density, as determined by AASHTO T180-74. Random tests for compacted depth will be made during the progress of the work.
- 3.3 SURFACE FINISHING:
- A. Use a smooth steel wheel roller for the final rolling of top surface base course. Water surface and evenly spread loose stones before final rolling. Make minimum of two complete passes over area to embed stones. Correct soft spots developed during rolling.
  - B. Compacted base course surface shall be smooth, free from waves and other irregularities, and to grade elevations as shown on the drawings. Unsatisfactory portions of base course shall be removed, reworked, re-laid and re-rolled at no additional expense to the Owner.

#### **PART 4 - MEASUREMENT AND PAYMENT**

##### **4.01 MEASUREMENT**

- A. Incorporated in Other Work Items: No separate measurement will be made for aggregate base, this is considered part of the pavement bid item.

##### **4.02 PAYMENT**

- A. Asphaltic Pavement: All aggregated and base layers related to the paving shall be included in the unit bid price for the same.

**END OF SECTION**

## **SECTION 02553**

### **ASPHALT CONCRETE PAVEMENT**

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

- 1.1 RESPONSIBILITIES AND COORDINATION: This section is the responsibility of the General Contractor.
- 1.2 DESCRIPTION: The work of this section consists of constructing one or more surface courses composed of a mixture of aggregate, filler if required, and bituminous material, placed on a prepared base to the thicknesses shown on the Drawings.
- 1.3 QUALITY ASSURANCE: Material testing and compliance certification required to determine compliance with the work of this section will be the responsibility of the Contractor. An independent testing laboratory may be used to sample and test asphalt concrete at the job site. Thickness control, temperature and compaction will also be the responsibility of the Contractor.
- 1.4 SUBMITTALS: As specified in Section 01300, at least 4 weeks prior to use.
  - A. Certificates:
    1. Certification from supplier that asphalt cement is of correct type and meets requirements of this section. Two copies will be required for each load.
    2. Two copies of certified weight tickets for each load of bituminous concrete.
    3. Job mix formula shall be submitted with certification that the mix formula meets the requirements of CalTrans Section 39. The job mix formula shall include definite single values for:
      - a. The percent of aggregate passing the specified sieve, based on dry weight of aggregate.
      - b. The percent of bituminous material to be added, based on the total weight of the mix.
      - c. Kind and amount of chemical additives (anti-stripping, hydrated lime, etc.) as established by the design procedure.
      - d. Maximum theoretical density.
      - e. Temperature ranges for the bituminous material at the point of mixing with the aggregate and bituminous mixture at the paving machine.

- 1.5 PROJECT CONDITIONS: Apply mixture only during hours of daylight; when air temperature is 50 degrees F. or higher; when surfaces to be paved are dry and free of frost, snow or ice; and when precipitation is not imminent.

## **PART 2 - PRODUCTS**

### **2.1 AGGREGATE:**

- A. The aggregate shall meet the general and physical requirements of CalTrans Section 39, Type B, 1/2-inch maximum, medium grading. When crushed gravel is used, a minimum of 50 percent of the material passing the No. 4 sieve shall have at least one fractured face. In the table below, the symbol 'X' is the gradation which the Contractor proposes to furnish for the specific sieve. The proposed gradation shall meet the gradation shown in the table under 'Limits of Proposed Gradation.'

<u>Sieve Size</u>	<u>Limits of Proposed Gradation</u>	<u>Operating Range</u>	<u>Contract Compliance</u>
3/4"		100	100
1/2"		95-100	89-100
3/8"		80-95	75-100
No. 4	59-66	X+5	X+8
No. 8	43-49	X+5	X+8
No. 30	22-27	X+5	X+8
No. 200		3-8	0-11

- 2.2 BITUMINOUS MATERIAL: Asphalt binder to be mixed with aggregate shall be steam-refined paving asphalt, Grade AR-4000, meeting the requirements of CalTrans Section 92. The amount of asphalt in the mix will be determined by approved job mix formula.
- 2.3 PENETRATION ASPHALT (PRIME COAT): Where specified, penetration grade asphalt shall be Grade MC250 or MC70 liquid grade asphalt applied to the prepared base course at the rate of 0.20 gallons per square yard, or as shown on the drawings. Application shall be in accordance with CalTrans specification Section 39.
- 2.4 PAVING GEOTEXTILE OR PAVING FABRIC: Where specified, paving reinforcement fabric shall be placed over the prepared subgrade and below the aggregate base material.
- 2.5 BITUMINOUS TACK COAT: Where specified, asphaltic emulsion bituminous tack coat shall be in accordance with CalTrans Section 94 for rapid setting or slow setting type and grade, and shall be applied at the rate of 0.02 to 0.10 gallon per square yard to existing asphalt surfaces to receive asphalt overlays and patches. Tack coat for paving fabrics shall be as recommended by the fabric manufacturer.

## **PART 3 - EXECUTION**

3.1 **EQUIPMENT:** Plant, hauling, placing and rolling equipment shall be adequate to ensure uniformity and continuity of operations and be in good operating condition, capable of performing according to manufacturer's specifications.

3.2 **APPLICATION:**

A. **Conditioning of Existing Surface:** When the surface of the existing pavement or old base is irregular, it shall be brought to uniform grade and cross section as directed.

Paint contact surfaces of curbing, gutters, manholes and other structures with a thin, uniform coating of bituminous material before placing the bituminous mixture against them.

B. **Preparation of Bituminous Material:** Provide a continuous supply of the bituminous material to the mixer at a uniform temperature at all times; avoid local overheating.

C. Material delivered to the paver shall not be less than 225 degrees Fahrenheit.

3.3 **SPREADING AND FINISHING MIX:**

A. The mixture shall be laid upon an approved surface, spread and struck off to the grade and elevation established. Use bituminous pavers to distribute the mixture either over the entire width or over such partial width as may be practicable.

B. The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6 inches.

C. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, and luted by hand tools. For such areas, the mixture shall be dumped, spread and screeded to give the required compacted thickness.

D. Transport and place bituminous mixture on the roadway in a manner that will minimize segregation. Remove segregated areas behind the paver immediately and replace the segregated material with specification material before the initial rolling has taken place. The removal and replacement of nonspecification material or unacceptable work shall be accomplished at no additional expense to the Owner.

E. Place bituminous material as continuously as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Project Engineer. Form transverse joints by cutting back on the previous run to expose the full depth of the course. When directed, use a coat of bituminous material on contact surfaces of all joints just before additional mixture is placed against the previously rolled material.

### 3.4 COMPACTING MIX:

- A. After the bituminous mixture has been spread and struck off, and surface irregularities have been adjusted, thoroughly and uniformly compact mixture by rolling.
- B. Breakdown roll surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking or shoving.
- C. The number, weight and type of rollers furnished shall be sufficient to obtain the required compacting while the mixture is in a workable condition.
- D. Begin rolling at the sides and proceed longitudinally parallel to the road centerline, each trip overlapping one-half the roller width, gradually progressing to the crown of the road. When paving in echelon or abutting a previously placed lane, roll the longitudinal joint first, then follow regular rolling procedure. Continue rolling until all roller marks are eliminated and the minimum density specified has been obtained.
- E. Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required. Care shall be exercised in rolling not to displace the line and grade of the edges of the bituminous mixture.
- F. To prevent adhesion of the mixture to the rollers, keep wheels properly moistened with water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted.
- G. Along forms, curbs, headers, walls and other places not accessible to the rollers, thoroughly compact mixture with hand tampers or with mechanical tampers.
- H. Remove mixture that becomes loose and broken, mixed with dirt, or is in any way defective and replace with fresh hot mixture; compact to conform with the surrounding area.

### 3.5 ACCEPTANCE REQUIREMENTS:

- A. Surface Tolerance: The variation between any two contacts with the surface shall not exceed 1/4 inch in 10 feet. Correct all humps or depressions exceeding the specified tolerance by removing defective work and replacing it with new material at no additional expense to the Owner.
- B. Density: Acceptable density of the in-place bituminous concrete pavement shall be 95 percent of the optimum values as determined from the job-mix formula. Field sampling and density determinations will be made by the Project Engineer in accordance with ASHTO T230-68, or an acceptable nuclear procedure.



- C. A uniform compacted thickness shall be obtained for each course equal to or greater than the thickness shown on the drawings. Individual tests shall not vary by more than plus or minus 1/4 inch.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 MEASUREMENT**

- A. Measurement: Measurement for Asphaltic Paving shall be on a price per square-foot basis, surveying or otherwise measuring the surface of the finished and approve material. For this project, there is a required pavement area, and an optional pavement area.

### **4.02 PAYMENT**

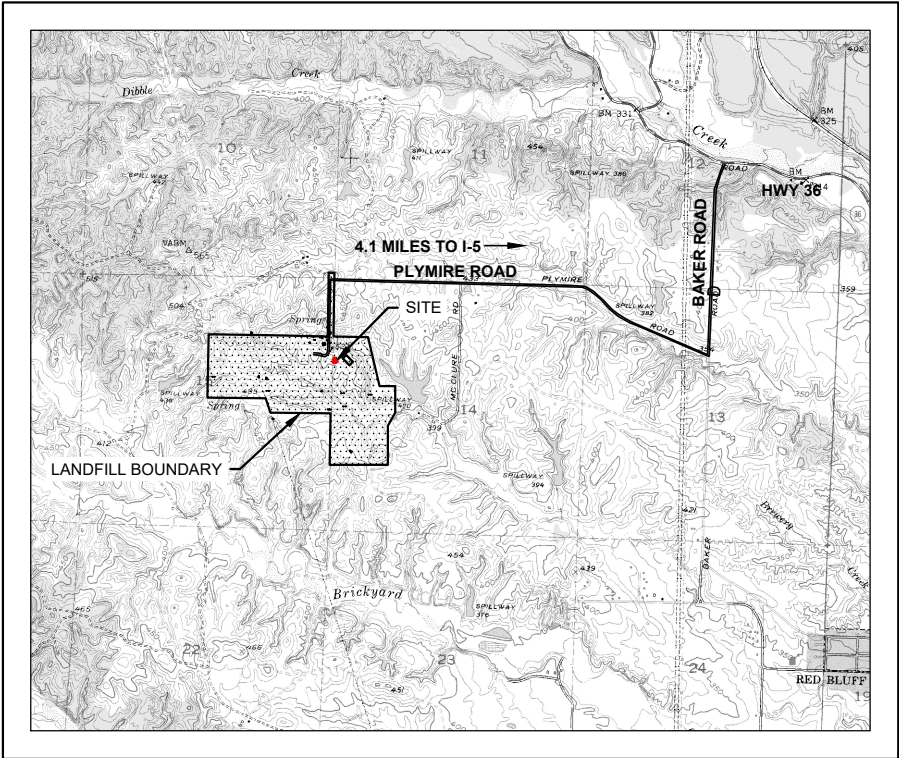
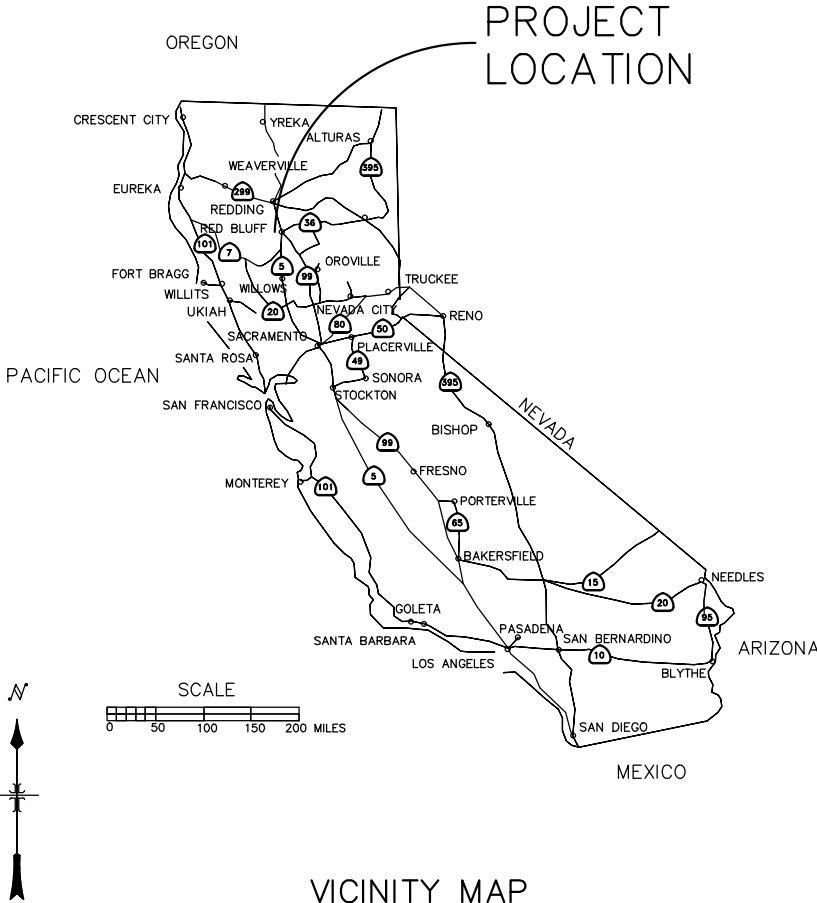
- A. General: Payment for asphaltic concrete (AC) paving shall include the surface preparation, placement and installation of geotextile, placement and installation of aggregate base, placement and installation of asphaltic paving, rolling, and mobilization specific to paving. Paving layers shall be in accordance with the thicknesses shown on the Drawings.
- B. Asphaltic Concrete Pavement, required: Payment for required Asphaltic Concrete Pavement (AC) as shown on the Drawings shall be on a lump-sum basis as shown on the Bid Schedule under “Asphalt Paving, Aggregate Base and Geotextile.”
- C. Asphaltic Concrete Pavement, optional: Payment for optional Asphaltic Concrete Pavement (AC) as shown on the Drawings shall be on a cost-per-square-foot-basis as shown on the Bid Schedule under “Asphalt Paving, Aggregate Base and Geotextile, Optional.”

**END OF SECTION**

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# TEHAMA COUNTY/RED BLUFF LANDFILL HHW AREA PAVING IMPROVEMENTS

FEBRUARY 2023



1"=2,000'

## INDEX TO DRAWINGS

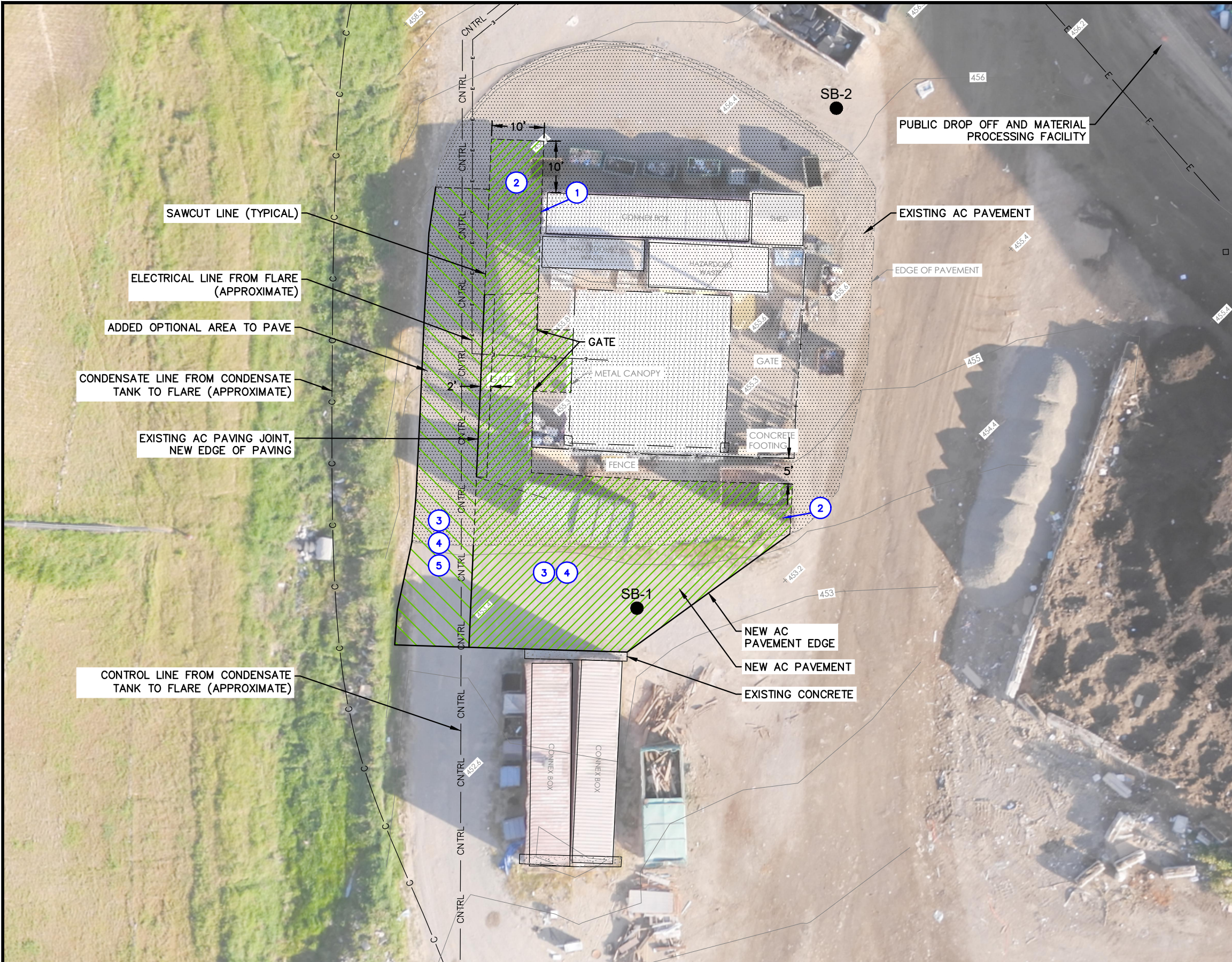
SHEET	DRAWING TITLE
0.0	COVER SHEET
1.0	PAVING PLAN

PLANS PREPARED FOR: TEHAMA COUNTY SOLID WASTE  
MANAGEMENT AGENCY  
(FACILITY OWNER)  
SITE CONTACT:  
RACHEL ROSS-DONALDSON  
20000 PLYMIRE RD.  
RED BLUFF, CA 96080  
(530) 528-1103

PLANS PREPARED BY: LAWRENCE AND ASSOCIATES 3590  
IRON CT.  
SHASTA LAKE, CALIFORNIA 96019  
(530) 275-4800







LEGEND

SB-1

●

SOIL BORING - 1/17/2023

—

NEW EDGE OF PAVING

---

SAWCUT LINE

EXISTING AC PAVING

NEW AC PAVING

OPTIONAL NEW AC PAVING

— E —

BURIED EXISTING ELECTRICAL WIRE

— CNTRL —

BURIED EXISTING CONTROL WIRE

— C —

BURIED EXISTING CONDENSATE PIPE

ALL LOCATIONS APPROXIMATE

- SHEET NOTES: ①
1.

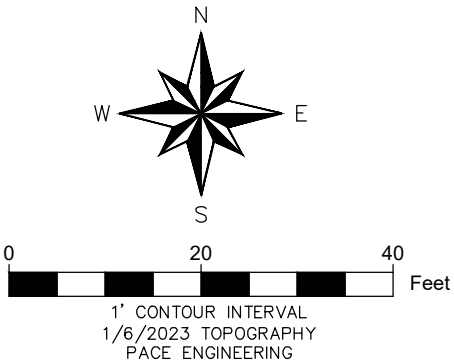
SAWCUT EXISTING AC PAVING. 235 LF
2.

DEMO EXISTING PAVING, 1,550 SF. COORDINATE WITH OWNER ON DESIGNATED DISPOSAL LOCATION.
3.

GRADE NEW AC PAVING TO DRAIN.
4.

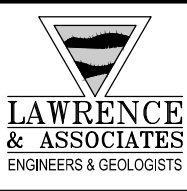
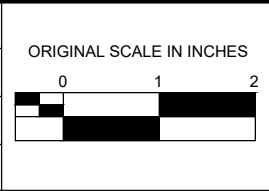
AC PAVING SECTION 4" AC OVER 12" AB OVER 8 OZ. WOVEN GEOTEXTILE. INSTALL 2,500 SF (APPROXIMATELY). REFER TO TECHNICAL SPECIFICATIONS.
5.

ADDITIONAL PAVING TO INSTALL, 1,100 SF (OPTIONAL).



NO.	DATE	REVISIONS	BY	CHK

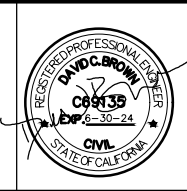
PROJECT NO:	018082.00	PROJECT ID:	
DRAWN BY:	J. BEERS	SCALE:	1" = 10'
ENGINEER:	D. BROWN	DATE:	
CHECKED BY:		DATE:	



HHW AREA PAVING IMPROVEMENTS

TEHAMA CO./RED BLUFF LANDFILL

PAVING PLAN



DRAWING:	1.0
SHEET:	OF
DATE:	2/27/2023