

State of California
County of Tuolumne
Community Resources Agency

Notice to Bidders, Special Provisions,
Proposal and Contract (Bid Book)

Jamestown Landfill Post-Closure Maintenance
Contract No. 1669



October 2013

Copy No. _____

**State of California
County of Tuolumne
Community Resources Agency**

**Notice to Bidders, Special Provisions,
Bid Book**

**Jamestown Landfill Post-Closure Maintenance
Contract No. 1669**

**For use in connection with California Department of Transportation
Standard Specifications and Standard Plans dated 2010,
Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.**

October 2013

**THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR
UNDER THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEERS**



**Tanya Allen, P.E.
Registered Civil Engineer
License #: 66869 Exp. September 30, 2014**



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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received in the office of the Tuolumne County Community Resources Agency at the A.N. Francisco Building, Fourth Floor, 48 West Yaney Avenue, (mail: 2 South Green Street) Sonora, California 95370 until **2:00 p.m. on October 24, 2013** ("Bid Date") after which said bids will be publicly opened and read in the Third Floor Conference Room at 48 West Yaney Avenue, in accordance with the contract documents referred to as:

Jamestown Landfill Post-Closure Maintenance Contract No. 1669

Any bid received after the time and date listed above will be returned unopened. Bids are required for the entire work described in accordance with the provisions of the contract documents on the proposal forms furnished therein, and in accordance with these Special Provisions and with the Standard Specifications and Standard Plans published by the State of California Department of Transportation (Caltrans), dated 2010.

DESCRIPTION OF WORK: The work to be done shall consist, in general, of providing all material, labor, and equipment necessary to complete vegetative layer maintenance. Work shall include, but not be limited to: mobilization, developing access, removing displaced vegetative layer soil, minor grading, geogrid reinforcement, hydro-seeding and temporary erosion control mat.

No pre-bid meeting is scheduled for this project. Bidders shall address any questions in writing to the County. The County will circulate the questions, along with written responses, by email. It is the responsibility of the bidder to provide the County with an email address to receive the questions and responses. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted five days prior to the Bid Date. Any oral responses to questions are not binding on the County. Any communications relative to this project should be directed in writing to:

Tanya Allen, P.E., Supervising Engineer
Community Resources Agency
2 South Green Street
Sonora, CA 95370

CONTRACT DOCUMENTS: Plans, specifications, proposal forms, and reduced plans for bidding this project may be examined or obtained at the Community Resources Agency at the A.N. Francisco Building, Fourth Floor, 48 West Yaney Avenue, (mail: 2 South Green Street) Sonora, California 95370 until 3:00 p.m. weekdays or by calling 209-533-5633. A non-refundable charge of \$15.00 will be made for each set of specifications and half size plans.

Bidders shall submit bids on proposal forms purchased from the County of Tuolumne Community Resources Agency.

UNFAIR ADVANTAGE: No contractor which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project or to subcontract for any portion of the work. The County reserves the right to determine eligibility on a case-by-case basis.

COMPLETION OF WORK: The Bidder is referred to Section 8, "Prosecution and Progress," of these Special Provisions which allows **fifteen (15) working days** for completion of the work. Liquidated damages of **fifteen hundred dollars (\$1,500.00) per calendar day** will be assessed for each day of delay in completion of the work.

QUANTITY OF WORK: The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The County of Tuolumne does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

BID SECURITY: All bids shall be accompanied by cash or a certified or cashier's check payable to the order of the County of Tuolumne amounting to ten percent (10%) of the bid or a bond in said amount payable to the County as liquidated damages. Said amount shall be retained by, or said bond shall become payable to, the County if the bidder depositing same does not, within ten (10) working days after written notice that the contract has been awarded to it, enter into a contract with the County.

BONDS: The successful bidder shall furnish a payment bond and a performance bond, each in the amount of one hundred (100) percent of the contract price, and a maintenance warranty bond in an amount equal to twenty five (25) percent of the contract price.

ADDENDUMS TO BID DOCUMENTS: The Engineer may issue addendums to the project plans and specifications as he deems necessary to modify the project documents prior to opening of bids. Addendums will be in writing and may modify the content of the project documents as well as the date that bids are accepted by the County. It is the responsibility of the bidder to check for any addenda.

LOCAL VENDORS: The County encourages bidders to consider using local vendors when putting together their proposals. Be advised that the inclusion or exclusion of local vendors will not be taken into consideration when the County reviews the submitted bid proposals.

CONTRACTOR LICENSE REQUIRED: The successful bidder, before contract award, shall possess a current Class A Contractor license issued by the State of California Licensing Board. Failure of the bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

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

WAGE RATES: Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates

for this project, available at the County of Tuolumne Community Resources Agency and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

BUY AMERICA REQUIREMENT: Attention is directed to the "Buy America" requirements of Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto.

PAYMENT RETENTION: Upon the Contractor's request, the County will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the County, securities eligible for the investment of State of California funds under Government Code section 16430 or bank or savings and loan certificates of deposit in accordance with the conditions of the Special Provisions.

AWARD OF CONTRACT: The award of the contract, if it is to be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the proposals, unless an extension is agreed to by the lowest responsible bidder. The award of the contract will be subject to the availability of funds. The County of Tuolumne reserves the right to reject any or all bids and to waive any irregularities in the bidding.

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NOT FOR BIDDING

***Jamestown Landfill Post-Closure Maintenance
Contract No. 1669***

**COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY**

SPECIAL PROVISIONS

**SECTION 1
GENERAL**

1-1.01 General

The work embraced herein shall be done in accordance with the Standard Specifications dated 2010, and the Standard Plans dated 2010, of the California Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions.

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

Revisions to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the phrase "Standard Specifications is revised" or the term "Standard Specifications are revised" is used in these Special Provisions, the indented text or table following the term shall be considered a revision to the Standard Specifications.

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

1-1.015 Definitions

Necessary substitutions of the legal entities in the Standard Specifications and Standard Plans shall be hereafter noted. The intent and meaning of the terms in the proposal, contract and other contract documents shall be interpreted accordingly as follows:

ATTORNEY GENERAL – Shall mean the County Counsel of the County of Tuolumne.

BOARD OF SUPERVISORS – Shall mean the Board of Supervisors of the County of Tuolumne.

CONTRACT/CONTRACT DOCUMENTS – Shall mean the written and executed contract between the County of Tuolumne and the Contractor.

COUNTY - Shall mean the County of Tuolumne.

DEPARTMENT/DEPARTMENT OF TRANSPORTATION - Shall mean the County of Tuolumne.

DISTRICT - Shall mean the County of Tuolumne.

DIRECTOR/DIRECTOR OF TRANSPORTATION - Shall mean the County of Tuolumne Community Resources Agency Deputy Director of Roads or his authorized representative.

ENGINEER - Shall mean the County of Tuolumne Community Resources Agency Deputy Director of Roads or his authorized representative.

HOLIDAY – Holiday shown in the following table:

Every Sunday	Every Sunday
New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Day before Christmas	December 24 th
Christmas Day	December 25 th

If a fixed holiday falls on a Sunday, the Monday following is a holiday. If December 24th falls on a Sunday, the Tuesday following is a holiday.

MAY - "MAY" is permissive.

MUST - "MUST" is mandatory.

SHALL - "SHALL" is mandatory.

STANDARD PLANS - Shall mean the Standard Plans published by the State of California, Department of Transportation, dated 2010, and including Revised Standard Plans.

STANDARD SPECIFICATIONS - Shall mean the Standard Specifications published by the State of California, Department of Transportation, dated 2010, and including Revised Standard Specifications (RSS) and Standard Special Provisions (SSPs). Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County or its corresponding agency, office or officer, or officer acting under this contract.

STATE - As used in the Standard Specifications and these Special Provisions, shall mean the County of Tuolumne.

Any additional information or documents referenced in the Standard Specifications and relating to this project, if available, may be obtained or examined at the County of Tuolumne Community Resources Agency.

SECTION 2 BIDDING

2-1.01 General

Attention is directed to the provisions of Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions related to the preparation and submission of the bid.

Bids shall be submitted in a sealed envelope clearly marked with the name and address of the bidder, the title of the project, and the date and time of the bid opening. Any bid received after the time and date listed in the Notice to Bidders will be returned unopened.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code section 7106, a Noncollusion Declaration is included in the Bid book. Signing the Bid book also constitutes signature of the Noncollusion Declaration.

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

Failure of the bidder to fulfill the requirements of these Special Provisions for submittals required to be furnished after bid opening, including, but not limited to, escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on future County contracts.

2-1.02 Bid Ineligibility

Section 2-1.02, "Bid Ineligibility," of the Standard Specifications is replaced with the following:

A firm that has provided architectural or engineering services to the County for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work

2-1.051 Public Contract Code

The Contractor shall complete and endorse of the following Public Contract Code requirements:

- Public Contract Code section 10285.1 Statement
- Public Contract Code section 10162 Questionnaire
- Public Contract Code section 10232 Statement

- Non-collusion Declaration, Title 23, United States Code, section 112, and Public Contract Code section 7106. Signing the proposal also constitutes signature of the Noncollusion Declaration.
- Equal Employment Opportunity Certification

2-1.052 Addenda

Any addenda issued by the Engineer during the time of bidding, or forming a part of the documents issued to the bidder for preparation of its bid, shall be covered in the bid and shall be a part of the contract. Receipt of all addenda shall be acknowledged on the bid proposal form in the space provided therefor. It is the responsibility of the bidder to check for any addenda.

2-1.06 Bid Documents

Plans, specifications and proposal forms for bidding this project may be examined or obtained at the County of Tuolumne Community Resources Agency, located at 48 West Yaney Avenue (mail to: 2 S. Green St.), Sonora, California 95370 (209-533-5633).

Bidders shall submit bids on proposal forms purchased from the County of Tuolumne Community Resources Agency.

2-1.27 California Companies

Section 2-1.27, "California Companies," of the Standard Specifications is deleted in its entirety.

2-1.33 Bid Document Completion

Section 2-1.33A, "General," of the Standard Specifications is revised by the deletion of the second and third paragraphs.

2-1.33F Required Listing of Proposed Subcontractors

The subcontractors listed by the bidder in the Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors, as required herein, is included in the proposal.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.01 General

Attention is directed to the provisions of Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions relating to contract award and execution.

Bid protests are to be delivered to the following address:

County of Tuolumne
Board of Supervisors
2 South Green Street
Sonora, CA 95370

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the County so that it is received within ten (10) days, not including Saturdays and holidays, after the bidder has received the contract for execution. Failure to do so shall constitute just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Attn: Engineering Division
Community Resources Agency
2 South Green Street
Sonora, CA 95370

3-1.04 Contract Award

Section 3-1.04, "Contract Award," of the Standard Specifications is replaced with the following:

The award of the contract is subject to the availability of funds.

The County reserves the right to reject any and all bids, and to waive any irregularities in the bidding.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The award of contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and will be made within sixty (60) days of bid opening, unless an extension is agreed to by the lowest responsible bidder,

3-1.05 Contract Bonds

Section 3-1.05, "Contract Bonds," of the Standard Specifications is replaced with the following:

The successful bidder shall furnish three bonds:

1. One bond shall secure the payment of claims of laborers, mechanics or material men employed on the work under the contract.
2. The second bond shall guarantee the faithful performance of the contract.
3. The third bond shall be a maintenance warranty bond continuing for one year after acceptance of the work by the Board of Supervisors.

The performance and payment bonds shall each be in a sum equal to at least 100% of the contract price. The maintenance warranty bond shall be in a sum equal to 25% of the contract price. The form for each bond is included after the sample contract.

Any alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bid bonds shall be underwritten by an admitted surety and the surety shall comply with the provisions of California Code of Civil Procedure section 995.630. Bid bonds shall be accompanied by a certificate of authority as provided for by California Code of Civil Procedure section 995.640(b). The County reserves the right to satisfy itself as to the acceptability of the surety. The following documents shall be submitted with the bonds:

- A. The original, or certified copy, of the un-revoked appointment, power of attorney, bylaws or other instrument authorizing the person who executed the bond to do so.
- B. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
- C. Certification that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled or suspended, or in the event that it has, that renewed authority has been granted.

3-1.06 Contractor's License

Prior to award of the contract, the Contractor shall possess a Class A Contractor License issued by the State of California Contractor's Licensing Board. Failure of the bidder to obtain the required license before award of the contract constitutes a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

3-1.07 Insurance Policies

Attention is directed to Section 7-1.06, "Insurance," of these Special Provisions for the requirements and conditions relating to insurance.

3-1.18 Contract Execution

Attention is directed to the provisions of Section 3-1.18, "Contract Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions relating to contract award and execution.

SECTION 4 SCOPE OF WORK

4-1.01 General

Attention is directed to the provisions of Section 4, "Scope of Work," of the Standard Specifications and these Special Provisions for the requirements and conditions related to the scope of work.

4-1.03 Work Description

Section 4-1.03, "Work Description," of the Standard Specifications is revised by the addition of the following:

The work to be done shall consist, in general, of providing all material, labor, and equipment necessary to complete vegetative layer maintenance. Work shall include, but not be limited to: mobilization, developing access, removing displaced vegetative layer soil, minor grading, geogrid reinforcement, hydro-seeding and temporary erosion control mat.

The Contractor's attention is directed to Section 10-1.02, "Work Sequencing," of these Special Provisions for construction steps and sequencing requirements.

Payment for the work shall be considered as the price of various bid items shown in Exhibit A (Bid Schedule), governed by Section 10, "Technical Specifications," and paid in accordance with the Standard Specifications and these Special Provisions, as applicable.

The Contractor shall submit details for any proposed maintenance or construction procedures that differ substantially from those set forth in the contract documents. The Contractor shall not use any alternative procedures, except as authorized by an approved change order.

4-1.06D Archaeological Discoveries

All articles of archaeological interest, which may be uncovered by the Contractor during progress of the work, shall be reported immediately to the Engineer in accordance with Section 14-2.02, "Archaeological Resources," of the Standard Specifications.

4-1.06E Hazardous Waste or Unusual Conditions

With regard to any work which involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, before the following conditions are disturbed, notify the County in writing of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical condition at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The County shall promptly investigate the conditions. If it finds that the conditions do involve hazardous waste or are materially so different, causing a decrease or increase in the Contractor's cost or time required for performance of any part of the work, the County shall issue a change order as provided herein.

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

4-1.06F Asbestos and Hazardous Substances

Section 14-11.02A "Unanticipated Discovery of Asbestos and Hazardous Substances," of the Standard Specifications is revised by the addition of the following:

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

In accordance with Section 25914.2 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the Contractor will be compensated for such delay as provided in Section 8-1.07, "Delays," of the Standard Specifications.

4-1.06G Noise Control

Attention is directed to the provisions of Section 14-8.02, "Noise Control," of the Standard Specifications for the requirements and conditions related to noise control.

4-1.13 Cleanup

Attention is directed to the provisions of Section 4-1.13, "Cleanup," of the Standard Specifications for the requirements and conditions related to cleanup.

NOT FOR BIDDING

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NOT FOR BIDDING

SECTION 5 CONTROL OF WORK

5-1.01 General

Attention is directed to the provisions of Section 5, "Control of Work," of the Standard Specifications and these Special Provisions for the requirements and conditions related to the control of work.

5-1.011 Quality Control (QC)/Quality Assurance (QA)

Work is subject to the County's Quality Assurance.

5-1.03 Engineer's Authority

Section 5-1.03, "Engineer's Authority," of the Standard Specifications is revised by the addition of the following:

The Contractor is authorized to take direction only from the Engineer or his Designated Project Representative(s) who shall be named by the Engineer prior to the start of work.

5-1.09 Partnering

The Contractor may request the formation of a "Partnering" relationship as specified in Section 5-1.09, "Partnering," of the Standard Specifications.

The establishment of a "Partnering" relationship is subject to approval by the Engineer and will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.13 Subcontracting

Attention is directed to the provisions of Section 5-1.13, "Subcontracting," of the Standard Specifications. Attention is also directed to the provisions of Section 2, "Bidding," and Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website at <http://www.dir.ca.gov/dlse/debar.html>.

The fifth paragraph in Section 5-1.13A, "General," of the Standard Specifications, is replaced with the following:

Perform work equaling at least 50 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

5-1.13J Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The 7-day period is

applicable unless a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5-1.13K Prompt Payment of Funds Withheld to Subcontractors

The Contractor shall return all moneys withheld in retention from the subcontractor within thirty (30) days after receiving payment for work satisfactorily complete, even if the other contract work is not completed and has not been accepted in conformance with Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. Those requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5-1.16 Representative

Attention is directed to the provisions of Section 5-1.16, "Representative," of the Standard Specifications and these Special Provisions.

The Contractor shall personally supervise the work under the contract or shall designate in writing to the County the name of its representative who shall at all times be present at the site of the work. The authorized representative shall have full authority to direct the work and shall receive and obey orders from the County. The Contractor shall provide the County one (1) week's written notice of change to authorized representative.

5-1.20B(4) Contractor-Property Owner Agreement

Section 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications is revised by the addition of the following:

The Contractor shall secure, at its own expense, any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to it within the project limits. Full compensation for arranging, developing and final cleanup of the site is included in the payment for the bid items and no additional compensation will be allowed.

5-1.23 Submittals

Within ten (10) days after executing the contract, but not less than fourteen (14) days before materials are scheduled to be ordered or incorporated into the work, the Contractor shall submit mix designs with supporting test data, required engineering calculations, public notifications, traffic control plans, construction schedule, product literature, material samples, etc., as required in the specifications and by the Engineer, for review by the County.

Shop drawings shall be submitted at least twenty-one (21) calendar days before approved drawings will be required for the work. Longer review periods may be required for structural components. Submitted materials, layouts, methods and equipment shall not be used in the work until favorably reviewed by the Engineer. Shop drawings shall comply with Section 5-1.23B(2), "Shop Drawings," of the Standard Specifications.

The Contractor shall submit four (4) copies of shop drawings, product literature, etc. as required by the Engineer. Submittals will be marked as follows:

NET - No Exceptions Taken.

MCN - Make Corrections Noted – same as NET except minor corrections shall be made by the Contractor. No re-submittal required.

AR – Revise and Resubmit – major inconsistencies or errors to be resolved or corrected.

RR – Rejected – Resubmit – does not conform with plans or specifications.

NET and MCN are considered favorable. Favorable review will not constitute acceptance of any responsibility for the accuracy, coordination and completeness of the shop drawings or information presented. Accuracy, coordination, and completeness of all submittals shall be the sole responsibility of the Contractor, including responsibility to back check comments, corrections, and modifications.

All submittals shall be marked in the **lower right hand corner** of the first page in the following format:

Submittal Number - bid item, material, specification section, and date.

Example: Submittal 1 – Item #6, Concrete, Section 10-1.24, 1/1/13

The Contractor shall not begin work until the required submittals have been submitted and approved by the Engineer. If the Contractor fails to submit the necessary documentation within the time set forth above, the County may cancel the contract, and all obligations thereunder shall be null and void.

All materials approved by the County on the basis of manufacturer's data may be sampled and tested at any time during the life of the contract. Approval of the submittals shall not relieve the Contractor of responsibility for using material in the work which conforms to the contract requirements. Any material not conforming to contract requirements will be subject to rejection whether in place or not.

5-1.23B(2) Shop Drawings

Attention is directed to the provisions of Section 5-1.23B(2), "Shop Drawings," of the Standard Specifications.

5-1.23D As-Built Drawings

The Contractor shall maintain one (1) set of full size prints and mark thereon any deviations from plan dimensions, elevations, or orientations, and shall submit same in good condition to the County upon completion of the work as a condition of acceptance of the project. Marked prints shall be

updated at least once each week and shall be available to the County for review as to the accuracy prior to developing progress payment estimates.

5-1.31 Job Site Appearance

Attention is directed to the provisions of Section 5-1.31, "Jobsite Appearance," of the Standard Specifications.

5-1.32 Areas for Use

Section 5-1.32, "Areas for Use" of the Standard Specifications is revised by the addition of the following:

The road right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other property which it occupies and shall leave the areas in a presentable condition.

5-1.38 Maintenance and Protection Relief

Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications is revised by the addition of the following:

Nothing in Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good defective work or materials found at any time before completion of the one year maintenance warranty period.

5-1.46 Final Inspection and Contract Acceptance

Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications is revised by the addition of the following:

Upon substantial completion of the work, the Contractor shall request in writing a punch list from the Engineer. Upon completion of all punch list items, the Contractor shall request final inspection of the work. If work is approved as complete (including all required forms and reports), Engineer shall proceed with acceptance of contract.

SECTION 6 CONTROL OF MATERIALS

6-1.01 General

Attention is directed to the provisions of Section 6, “Control of Materials” of the Standard Specifications and these Special Provisions for the requirements and conditions related to the control of materials.

Materials shall not be delivered to the site in advance and stockpiled unless specifically approved by the Engineer.

6-2.02 Material Source

Attention is directed to the provisions of Section 6-2.02, “Material Source,” of the Standard Specifications.

6-2.04 Local Materials

Section 6-2.04, “Local Materials,” of the Standard Specifications is replaced with the following:

Local material shall be:

1. Mineral material, including rock, sand, or gravel, or earth
2. Selected material or material procured from an established commercial source
3. Procured or produced from a source in the work vicinity specifically for project use.

Contractor is responsible for testing material from an untested local source. All testing and results shall be approved by the Engineer before local material may be used in the project.

Contractor is responsible for complying with any and all laws, codes, ordinances and permitting that may apply to the development and use of a local source. Full compensation for developing, testing or otherwise utilizing a local source is included in the payment for the bid items and no additional compensation will be allowed.

6-2.05 Buy America

Attention is directed to the provisions of Section 6-2.05, “Buy America,” of the Standard Specifications and these Special Provisions for the requirements and conditions relating to the “Buy America” requirements of the Title 23 United States Code, Section 313.

6-3.05E Certificates of Compliance

Section 6-3.05E, “Certificates of Compliance,” of the Standard Specifications is revised by the addition of the following:

All material, equipment, or other necessary items shall be of the quality specified and in no case shall be less than commercial grade or quality. Contractor shall provide certificates of compliance for the following materials:

- Imported material
- Geogrid reinforcement
- Seed and Erosion control mat

6-3.05K Authorized Materials Lists

Caltrans maintains an Approved Materials List that may be found at http://www.dot.ca.gov/hq/esc/approved_products_list/ or a list may be obtained from the County of Tuolumne Community Resources Agency. The Engineer shall not be precluded from sampling and testing products on the Approved Materials List.

The Contractor shall furnish the Engineer a Certificate of Compliance from the manufacturer of products on the Approved Materials List in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications and these Special Provisions for each material supplied.

6-3.06 Guarantee

Attention is directed to the provisions of Section 6-3.06, "Guarantee," of the Standard Specifications and these Special Provisions.

For a period of one year after acceptance of the work, the Contractor shall be responsible for the repair of all defects or failures occurring in the work which are, as determined by the Engineer, due to negligence in the manufacture and/or installation of the facility, exclusive of the operation of the facility by the County or its agents, acts of third parties, acts of God, or acts of the common enemy.

The obligation of the Contractor under this paragraph shall be enforceable against its surety or sureties for the Maintenance Warranty Bond under this contract, during the life of the contract and for one year after the final acceptance of all work under the contract. The form of the bond and surety shall be satisfactory to the County.

Paragraphs 9, 10 and 11 of Section 6-3.06, "Guarantee," of the Standard Specifications are replaced with the following:

The Contractor, upon notice from the Engineer, shall promptly commence and diligently prosecute the repair of any defects or failures that develop during the one year maintenance period. Repairs, as may be required by the Engineer, shall be made by the Contractor in such manner as to cause the least practicable interference with the use of the facility in service. The Contractor shall make necessary arrangements to have competent personnel and suitable equipment available so that repairs may be commenced within 48 hours after receipt of notice from the Engineer.

If the Contractor fails or refuses to make required repairs or replacements with due promptness and diligence, as determined by the Engineer, the County shall have the right to make repairs and replacements and, unless it is determined that the cost of the work is chargeable to the County or third party, the entire cost thereof shall be paid by the Contractor and may be collected from the Contractor or the Contractor's Surety(ies) or both. The Contractor will be reimbursed by force account for any work or materials pertaining to repairs or replacements that are found to be the responsibility of the County.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 General

Attention is directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications, these Special Provisions and other Contract Documents for the requirements and conditions related to legal relations and responsibility to the public.

7-1.02I(2) Nondiscrimination.

Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications is revised by the addition of the following:

Attention is directed to the following notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

7-1.02K(2) Wages

Section 7-1.02K(2), "Wages," of the Standard Specifications is revised by the addition of the following:

The general prevailing wage rates which are determined by the Director of Industrial Relations, for the county in which the work is to be done, are available at the County of Tuolumne Community Resources Agency and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

If future effective general prevailing wage rates have been predetermined, they are on file with the California Department of Industrial Relations and apply to this contract.

Pursuant to Section 1773.2 of the Labor Code, the Contractor shall post the general prevailing wage rates at a prominent place at the job site.

The Contractor shall not pay less than the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations pursuant to Labor Code section 1770 et seq. If there is a difference between the minimum wage rates for similar classifications of labor, the Contractor and subcontractors shall pay no less than the higher wage rate. The County will not accept lower State of California wage rates not specifically included in the Federal minimum wage determinations. This

includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State of California wage determinations otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

7-1.02L(2) Antitrust Claims

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. [Public Contract Code § 7103.5(b)]

7-1.02M(2) Fire Prevention (SSP)

Cooperate with local fire prevention authorities in eliminating hazardous fire conditions.

Obtain the phone numbers of the nearest fire suppression agency, California Department of Forestry and Fire Protection (Cal Fire) unit headquarters, United States Forest Service (USFS) ranger district office, and U.S. Department of Interior (USDI) BLM field office. Submit these phone numbers to the Engineer before the start of job site activities.

Immediately report to the nearest fire suppression agency fires occurring within the project limits.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities

Except for motor trucks, truck tractors, buses, and passenger vehicles, equip all hydrocarbon-fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet USFS standards as specified in the *Forest Service Spark Arrester Guide*. Maintain the spark arresters in good operating condition. Spark arresters are not required by Cal Fire, the BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels. The *Forest Service Spark Arrester Guide* is available at the district offices.

Park vehicles in cleared, designated parking and staging areas only.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas and oil storage areas. Each small mobile or stationary engine site shall be cleared of flammable material for a radius of at least 15 feet from the engine.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and 1 backpack 5-gallon water-filled tank with pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools shall always be within 25 feet from the point of operation of the power tool. Each fire extinguisher shall be of the type and size required by Public Resources Code section 4431. Each shovel shall be size O or larger and at least 46 inches long.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: low, moderate, high, very high, extreme. Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office.

If the fire danger rating reaches very high:

1. Falling of dead trees or snags shall be discontinued.
2. No open burning is permitted and fires shall be extinguished.
3. Welding shall be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 15 feet.
4. Blasting shall be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating reaches extreme, take the precautions specified for a very high fire danger rating except smoking is not allowed in an area immediately surrounded by a firebreak and work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days.

If field and weather conditions become such that the determination of the fire danger rating is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension of the determination of the fire danger rating. The Engineer will notify you of the dates of the suspension and resumption of the determination of the fire danger rating.

7-1.05 Indemnification

Section 7-1.05, "Indemnification," of the Standard Specifications is replaced with the following:

Wherever the words “State of California and all officers and employees” or similar references appear, they shall be revised to read, “the County of Tuolumne and all its elected and appointed officials, officers, agents, employees, and volunteers”.

Indemnity Agreement

The Contractor shall indemnify, defend and hold harmless the County of Tuolumne and its elected and appointed officials, officers, agents, employees, and volunteers, including its consultants connected with the work, as well as all property owners that have granted construction easements to the County for this project, from all claims, suits or actions of every kind and description, brought forth, or on account of, injuries to or death of any person including, but not limited to, workmen and the public, or damage to property arising out of the Contractor’s performance of the work under the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and hold harmless includes the duties as set forth in Section 2778 of the Civil Code.

The Contractor waives any and all rights to any type of express or implied indemnity against the County, its elected and appointed officials, officers, agents, employees, and volunteers. It is the intent of the parties that the Contractor will indemnify, defend, and hold harmless the County, its elected and appointed officials, officers, agents, employees, and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary, on the part of the County, the Contractor, the subcontractor or employee of any of these.

The Contractor shall indemnify, hold harmless, and defend the County of Tuolumne against any and all actions, proceedings, penalties or claims arising out of the Contractor’s failure to comply with the federal immigration laws.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of the contract.

7-1.06 Insurance

Section 7-1.06, “Insurance,” of the Standard Specifications is replaced with the following:

Wherever the words “State of California and all officers and employees” or similar references appear, they shall be revised to read, “the County of Tuolumne and all its elected and appointed officials, officers, agents, employees, and volunteers”.

Insurance

Before Contractor shall commence work under this contract and before any subcontractor shall commence work under any subcontract executed pursuant to this contract, the Contractor shall deposit or cause subcontractor to deposit a policy or binder evidencing each insurance required by this contract with the County.

1. General Liability Insurance Coverage: The Contractor, at its own cost and expense, shall procure and maintain during its performance of this contract, a policy of liability insurance issued by an insurance company acceptable to the County and insuring the County, its elected and appointed officials, officers, agents, employees and volunteers, as additional insured, against loss or liability caused by or connected with the performance of this contract by the Contractor, its agents, subcontractors, and employees in amounts as set forth.

The Contractor shall provide Employer's Liability Insurance in amounts not less than:

- A. \$1,000,000 for each accident for bodily injury by accident.
- B. \$1,000,000 policy limit for bodily injury by disease.
- C. \$1,000,000 for each employee for bodily injury by disease.
- D. \$100,000 for property damage.

The certificate of insurance shall show coverage limits and aggregate limit applying to premises and operations and broad form contractual (and professional liability).

The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

- A. Premises, operations, and mobile equipment.
- B. Products and completed operations.
- C. Broad form property damage (including completed operations).
- D. Explosion, collapse, and underground hazards.
- E. Personal injury.
- F. Contractual liability.

The Contractor shall ensure that all of its subcontractors carry sufficient insurance coverage that the Contractor deems adequate based on the size, duration, and hazards of the subcontracted work.

The policy shall not contain the so-called "x", "c" "u" exclusions.

This policy of insurance shall include a provision that the insurance provided by the policy shall be primary as to any other insurance available to the additional insured.

Said Certificate of Insurance shall be in a form acceptable to the County. Copies of a Certificate of Insurance form and Additional Insured Endorsement form may be obtained from the County Administrative Officer, 2 South Green Street, Sonora.

The limits of liability shall be at least the amounts shown in the following table:

For Each Occurrence ¹	Aggregate for Products / Completed Operation	General Aggregate ²	Umbrella or Excess Liability ³
\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.			

2. Automobile Liability Insurance: The Contractor, at its own cost and expense, shall procure and maintain, during its performance of this contract, insurance with a limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage and for owned and unowned automobiles.

3. Worker's Compensation Insurance: The Contractor, at its own cost and expense, shall procure and maintain during its performance of this contract, a policy of Worker's Compensation issued by an insurance company acceptable to the County for the protection of its employees, including executive, managerial and supervisory employees, engaged in any work required by this contract.

4. Subcontractor's Insurance: The Contractor shall require each subcontractor employed by it to perform labor or furnish materials required by this contract to procure and maintain, at subcontractor's own cost and expense, during the performance of such labor or the furnishing of such materials, a policy of Worker's Compensation or employer's liability insurance as set forth in Item 3, above.

Cancellation of Insurance

Each policy of insurance required by this contract shall contain a provision requiring that written notice be given to the County at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder, or should any such policy be canceled before completion of said work, the County may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts due the Contractor.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under any other provision of this contract or otherwise in law.

SECTION 8 PROSECUTION AND PROGRESS

8-1.01 General

Attention is directed to the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications and these Special Provisions for the requirements and conditions related to prosecution and progress.

8-1.02 Schedule

8-1.02A General

Section 8-1.02, "Schedule," of the Standard Specifications is replaced with the following:

The Contractor shall submit to the Engineer a practicable progress schedule before beginning work and within **five (5)** working days of award of the contract. Contractor shall submit an updated schedule within two (2) working days of the Engineer's written request at any other time.

The Contractor shall furnish the schedule in Microsoft Project or comparable software. The schedule shall be submitted both electronically and printed. The schedule shall be a time-scaled bar chart on maximum 11 x 17 inch sheet size, to include at least:

- A. Identifications and listing in chronological order of those activities reasonably required to complete the work, including, but not limited to, move in and other preliminary activities, installation of each of the payment items shown on the Bid Schedule, Exhibit "A", project closeout and cleanup.
- B. Identify (i) horizontal time frame by calendar day, (ii) duration, early start, and completion for each activity, and (iii) critical activities.
- C. Subsequent submission: Show overall percent complete, projected, and actual, and completion progress by listed activity.

The schedule shall show the order in which the Contractor proposes to carry out the work requirements of the contract and is subject to approval by the Engineer.

8-1.02D(10) Payment

Section 8-1.02D(10), "Payment," of the Standard Specifications is replaced with the following:

Full compensation for preparing, furnishing, and updating schedules is included in the payment for the bid items and no additional compensation is allowed.

8-1.03 Preconstruction Conference

Attention is directed to Section 8-1.03, "Preconstruction Conference," of the Standard Specifications and these Special Provisions.

A preconstruction conference will be held at the office of the Community Resources Agency for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

The Contractor shall submit the project schedule, public notices, and traffic control plan submittals to the Engineer at the preconstruction conference.

8-1.04 Start of Job Site Activities

The first paragraph in Section 8-1.04B, "Standard Start," of the Standard Specifications, is replaced with the following:

The Contractor shall begin work within ten (10) calendar days after the date on the "Notice to Proceed," issued by the Engineer. If work is not started within this period, the first working day will be the 11th calendar day after the date on the Notice to Proceed for purposes of Section 8-1.05, "Time."

8-1.05 Time

Section 8-1.05, "Time," of the Standard Specifications is revised by the addition of the following:

Beginning on the first working day, said work shall be diligently prosecuted to completion before the expiration of

15 WORKING DAYS

8-1.06 Suspensions

Section 8-1.06, "Suspensions," of the Standard Specifications is revised by the addition of the following:

Tuolumne County is subject to highly variable climatic conditions at all times during the year. Heavy precipitation and the rate and level of water flow through a construction worksite can prevent or adversely affect work progress, damage work in progress, create hazardous conditions for workers or motorists, or result in excessive water pollution during certain stages of the work. As a result, construction projects may be subject to extended and frequent suspensions to accommodate changing water conditions and due to weather conditions which may adversely affect the work.

Since such suspensions and delays can reasonably be anticipated during construction, all provisions of Section 8-1.06, "Suspensions," of the Standard Specifications shall apply, and no additional payment will be made for such suspensions or delays except as specifically included therein.

8-1.10 Liquidated Damages.

The third and fourth paragraphs of Section 8-1.10A, "General," of the Standard Specifications are replaced with the following:

The Contractor shall pay liquidated damages to the County of Tuolumne in the sum of **fifteen hundred dollars (\$1,500.00) per day** for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in Section 8-1.05, "Time," of these Special Provisions.

Liquidated damages shall apply to the administrative costs of the County only and shall not apply to damages that may occur as a result of the delay and third party claims.

8-1.13 Contractor's Control Termination

Attention is directed to the provisions of Section 8-1.13, "Contractor's Control Termination," of the Standards Specifications.

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NOT FOR BIDDING

SECTION 9 PAYMENT

9-1.01 General

Attention is directed to the provisions of Section 9, "Payment," of the Standard Specifications and these Special Provisions for the requirements and conditions related to payment.

9-1.02 Measurement

Section 9-1.02, "Measurement," of the Standard Specifications is revised by the addition of the following:

Specific provisions regarding the basis of measurement and payment for some bid items are included in Section 10, "Technical Specifications," of these Special Provisions. Measurement for items shown in Exhibit A (Bid Schedule) shall be in accordance with the Standard Specifications, unless otherwise noted herein.

9-1.03 Payment Scope

Attention is directed to the provisions of Section 9-1.03, "Payment Scope," of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors and Section 5-1.13J, "Prompt Progress Payment to Subcontractors," of these Special Provisions.

9-1.16 Progress Payments

Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications and these Special Provisions.

9-1.16A General

Section 9-1.16A, "General," of the Standard Specifications is replaced with the following:

✓ The County shall pay the Contractor based on Engineer-prepared monthly progress estimates. Each Estimate shall reflect:

1. Total work completed up to and including the 20th day of a month
2. Change order bills if:
 - 2.1. Submitted by the 15th day of a month
 - 2.2. Approved by the 20th day of a month
3. Amount for materials on hand
4. Amount earned for mobilization
5. Deductions
6. Withholds
7. Resolved potential claims
8. Payment adjustments

Submit certification stating that the work complies with the QC procedures. The Engineer shall not process a progress estimate without a signed certification.

9-1.16E Withholds

Section 9-1.16E, “Withholds,” of the Standard Specifications is revised by the addition of the following:

Upon the Contractor’s request, the County will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contract Code section 22300, if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the County, securities eligible for the investment of State of California funds under Government Code section 16430 or bank or savings and loan certificates of deposit, or interest bearing accounts, or standby letters of credit, upon the following conditions:

- a. The Contractor shall bear the expense of the County and the escrow agent, either the County Treasurer or the bank, in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor, pursuant to this section.
- c. The Contractor shall enter into an escrow agreement satisfactory to the County which shall include provisions concerning:
 - 1) the amount of securities to be deposited
 - 2) the providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited
 - 3) conversion to cash to provide funds to meet defaults by the Contractor, including but not limited to termination of the Contractor’s control over the work, stop notices filed pursuant to law, assessment of liquidated damages, of other amounts to be kept or retained under the provisions of the contract
 - 4) decrease in value of securities on deposit
 - 5) the termination of the escrow upon completion of the contract.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

Alternatively, the Contractor may request deposit of these funds directly to the escrow agent to be invested in securities at the Contractor’s direction, the interest on which shall be the Contractor’s property. Such deposit shall be subject to the above conditions a, c and d except the reference to securities shall refer to those in which Contractor invests the funds to be deposited.

9-1.16F Retentions

Section 9-1.16F, “Retentions,” of the Standard Specifications is replaced with the following:

In making progress payments, the County may retain a portion of the amount otherwise due the Contractor. Except as otherwise provided, the amount retained by the County shall be limited to the following:

- a. Withholding of not more than five (5) percent of the total payment until thirty-five (35) days after the Notice of Completion has been signed by Board of Supervisors and placed on the record with the County Recorder.
- b. Withholding of not more than fifty (50) percent of the value of the materials approved for partial payment and as shown on paid invoices by the Contractor so estimated to have been furnished and delivered unused as aforesaid as part security for the fulfillment of the contract by the Contractor.

No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract or when, in his judgment, the total value of the work completed since the last estimate amounts to less than three hundred dollars (\$300.00).

When calculating progress payments, bid item prices shall be rounded down to the nearest whole cent.

No estimate of payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to Section 5-1.13K, “Prompt Payment of Funds Withheld to Subcontractors,” of these Special Provisions.

9-1.17B Payment Before Final Estimate

Section 9-1.17B, “Payment Before Final Estimate” of the Standard Specifications is revised by the addition of the following:

Upon satisfactory completion of the entire contract, the Engineer shall recommend the acceptance of the work to the Board of Supervisors. If the Board accepts the completed work, it shall cause a Notice of Completion to be recorded with the County Recorder.

Retention will be retained for a period of thirty-five (35) days after the recording of the Notice of Completion for the purpose of clearing liens filed against the work performed or materials supplied.

9-1.17C Proposed Final Estimate

Section 9-1.17C, “Proposed Final Estimate” of the Standard Specifications is revised by the deletion of the third paragraph.

9-1.22 Arbitration.

Section 9-1.22 “Arbitration,” of the Standard Specifications is replaced with the following:

Claims under \$375,000 shall be resolved pursuant to the procedures set forth in Article 1.5 (commencing with section 20104) of Chapter 1, of Part 3 of Division 2 of the Public Contract Code, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure.

For claims in excess of \$375,000.00, the above procedure applicable to claims over \$50,000 and less than \$375,000 shall apply, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure, except Public Contract Code section 20104.6(b) shall not apply. The cited Article of the Public Contract Code is set forth in relevant part below.

For purposes of a civil action after exhaustion of the described pre-litigation procedure, the County and the Contractor agree the contract is not accepted until the signed contract and bonds are delivered and accepted by Tuolumne County and Tuolumne County is the County in which the obligation is to be performed.

Public Contract Code section 20104 et seq. (Article 1.5)

20104.

- a. (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) [Not Applicable]
- b. (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
(2) "Claim" means a separate demand by the contractor for
 - (A) a time extension,
 - (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or
 - (C) an amount the payment of which is disputed by the local agency.
- c. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- d. This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim, the following requirements apply:

- a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this

subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

- b. (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c. (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time

that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims:

- a. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- b. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- c. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

- a. No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- b. In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

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NOT FOR BIDDING

SECTION 10 TECHNICAL SPECIFICATIONS

10-1.01 General

Technical information as stated in Section 10 through Section 99 of the Standard Specifications is listed here as follows by the Section 10, "Technical Specifications," of these Special Provisions.

In case of conflict between the Standard Specifications, the technical information listed in Section 10, "Technical Specifications," of these Special Provisions shall take precedence over and be used in lieu of the conflicting portions.

10-1.02 Work Sequencing

Attention is directed to Section 8-1.02, "Schedule," of these Special Provisions regarding the submittal of a general time-scaled logic diagram within five (5) working days after award of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project. The work shall be performed in conformance with the stages of construction shown on the plans. Non-conflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

10 1.03 Water Pollution Control

Attention is directed to Section 13, "Water Pollution Control," of the Standard Specifications and these Special Provisions, and the Construction Plans.

All work performed under this contract will be within the limits of the existing Storm Water Pollution Prevention Plan, dated June 2011 for the Central (Jamestown) Landfill.

If work proceeds outside the limits of the existing SWPPP, Contractor must provide a Storm Water Pollution Prevention Plan to the County, at the Contractor's expense.

10-1.15 Existing Facilities

Attention is directed to Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions, and the Construction Plans.

10-1.19 Earthwork

Attention is directed to Section 19, "Earthwork," of the Standard Specifications and these Special Provisions, and the Construction Plans.

Work shall include, but not be limited to, excavation of material as shown on the plans and placement of compacted vegetative layer fill as directed by the Engineer. All work within the limits of the closed MSW landfill shall be done manually using hand operated tools only. Care shall be taken to ensure that earthwork does not cause damage to any portion of the final cover system.

Backfill using soil placed in 6-inch thick lifts that are compacted to not less than 85 percent relative compaction at moisture content of ± 2 percent of optimum in accordance with ASTM D1557.

The compaction shall be performed using manually operated vibratory plate compactors weighing not less than 200 pounds and that have a vibration frequency of not less than 1,600 cycles per minute.

Grade and blend the edges of the completed backfill to conform to the adjacent existing vegetative soil layer grades.

10-1.21 Erosion Control

Attention is directed to Section 21, "Erosion Control," of the Standard Specifications and these Special Provisions, and the Construction Plans.

10-1.21a Hydro-Seeding

Work shall include, but not be limited to, providing, mixing, and applying seed mix as shown on the plans and as directed by the Engineer.

Material

Seed mix shall contain the following:

Pure Live Seed (lb./acre)	Species	Common Name
10	<i>Bromus carinatus</i>	California Brome
8	<i>Elymus glaucus</i>	Blue Wildrye
6	<i>Poa secunda</i> var <i>juncifolia</i>	Pine Bluegrass
6	<i>Festuca idahoensis</i>	Blue Bunch Fescue
4	<i>Nassella cernua</i>	Nodding Needlegrass
5	<i>Trifolium wildenovii</i>	Tom Cat Clover
3	<i>Vulpia microstachys</i>	Three weeks Fescue

Execution

Hydro-seed shall be applied to all areas where existing vegetation has been disturbed by the Contractor's operations and as directed by the Engineer. Hydro-seed shall be applied prior to installation of erosion control mat. The seed must be broadcast by hand.

10-1.21b Erosion Control Mat

Erosion control mat work shall include, but not be limited to, furnishing, installing and anchoring erosion control mat on the ground surface as shown on the plans and as directed by the Engineer.

Erosion control mat shall be placed within the limits of work as shown on the plans and/or at location identified by the Engineer. Outside of these limits, if the slope is steeper than 4H:1V, where existing vegetation has been disturbed by the Contractor's operations, erosion control mat shall be installed at the Contractor's expense.

Wood stakes shall be provided at a minimum 6 foot spacing (center to center) to anchor the erosion control mat to the ground surface.

10-1.88 Geosynthetics

Attention is directed to Section 88, "Geosynthetics," of the Standard Specifications and these Special Provisions, and the Construction Plans.

Geogrid reinforcement shall consist of Mirafi Miragrid 5XT geogrid or approved equivalent. Work shall include, but not be limited to, manually placing geogrid as shown on the plans and as directed by the Engineer. Geogrid shall be placed with design strength direction up and down the slope.

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NOT FOR BIDDING

PROPOSAL
Jamestown Landfill Post-Closure Maintenance
Contract No. 1669

NAME OF
BIDDER: _____

BUSINESS MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: () FAX: ()
E-mail Contractor License
address: No.: _____
Year Estimated yearly
established contracts _____

The work to be done and referred to herein is for the replacement of the Jamestown Landfill Post-Closure Maintenance, Contract No. 1669 located in Tuolumne County, State of California, and shall be constructed in accordance with the Contract Documents, which require the payment of State of California General Prevailing Wage Rates and the Federal Minimum Wage Rates, whichever are greater, including:

The Notice to Contractors, Special Provisions, Construction Plans and Contract entitled "Jamestown Landfill Post-Closure Maintenance, Contract No. 1669", including any addenda thereto annexed hereto, the Department of Transportation Standard Specifications and Standard Plans (Caltrans), dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items.

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

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b) as follows:

- a. a. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- b. b. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one

hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the County of Tuolumne's estimate of cost.

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

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

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

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the amounts required by the Contract Documents, with surety satisfactory to the County of Tuolumne, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Tuolumne that the contract has been awarded, the County of Tuolumne may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Tuolumne.

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

Jamestown Landfill Post-Closure Maintenance, Contract No. 1669

will complete the Work in accordance with the Contract Documents for the following price:

Lump Sum Bid Price _____ \$ _____
(words) (numerals)

LIST OF SUBCONTRACTORS

Failure to list all subcontracts greater than 1/2 of 1% of the contract amount is subject to penalties of up to 10% of the subcontract amount & may also be grounds for disciplinary action by the Contractors State License Board. Any changes in subcontractors must be approved by the Engineer in advance.

Name & Address	Bid Item #	Description of Work	Value of Work

The bidder's execution and endorsement on the signature portion of the proposal shall also constitute an endorsement and execution of the following certifications which are a part of this document:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

Date: _____

Signature: _____

SMALL BUSINESS STATUS

This small business questionnaire is included for statistical reporting only, and your answer neither affects your bid on this contract, nor will it be cause for penalty.

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following: yes_____ no_____ unsure_____

PUBLIC CONTRACT CODE

These Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder

has ☐, has not ☐,

been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct."

Date

Signature

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes ☐ No ☐

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

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

NONCOLLUSION DECLARATION

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

This Noncollusion Declaration is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Declaration. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the County of Tuolumne:

The undersigned declares:

I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],
at _____ [city], _____ [state].

Signature

ADDENDA ACKNOWLEDGMENT

This Proposal is submitted with respect to the changes to the contract included in addenda number/s:

Addendum No. _____	Bidder's Initials _____
Addendum No. _____	Bidder's Initials _____
Addendum No. _____	Bidder's Initials _____

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

SECURITY

Accompanying this proposal is:

INSERT THE AMOUNT AND THE WORDS "CASH", "CASHIER'S CHECK", "CERTIFIED CHECK" OR "BIDDER'S BOND"

in the amount equal to at least ten (10) percent of the total of the bid.

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntarily exclusion, or determined ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

LIST OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

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

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code sections 10162, 10232 and 102851.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Declaration required by Title 23 United States Code, Section 112 and Public Contract Code section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The Contractor's license number and expiration date are stated under penalty of perjury.
Licensed in accordance with an act providing for the registration of contractors:

License No.: _____ Exp. Date: _____ Classifications: _____

Print Name and Title of Bidder	Date	Signature of Bidder
Business Address	Place of Business	
Place of Residence		

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NOT FOR BIDDING

**COUNTY OF TUOLUMNE
BIDDER'S BOND**

Bond No. _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for:

Jamestown Landfill Post-Closure Maintenance, Contract No. 1669

for which bids are to be opened at _____ on _____.

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

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

Date: _____, 20____

Principal

Surety

Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County

of _____

On _____ before
me, _____,
(here insert the name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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NOT FOR BIDDING

COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY

CONTRACT
Jamestown Landfill Post-Closure Maintenance
Contract No. 1669

This Contract ("Contract") is made and entered into by and between the County of Tuolumne ("County") and _____, ("Contractor") as of the date it is approved by the Board of Supervisors.

ARTICLE I. - WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the County, and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the County, at his own proper cost and expense, to do all the work and furnish all the materials, except such as may be mentioned in the specifications to be furnished by County, necessary to construct and complete in good and workmanlike manner and to the satisfaction of the County of Tuolumne, the work described in the Special Provisions and the project plans described below, including any addenda thereto, and also in accordance with the State of California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work was accomplished, which said Special Provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are titled:

State of California; County of Tuolumne; Community Resources Agency
Special Provisions, Notice to Contractors, Proposal, Contract and Plans
Jamestown Landfill Post-Closure Maintenance
Contract No. 1669

The project plans for the work to be done are titled:

County of Tuolumne, Community Resources Agency
Jamestown Landfill Post-Closure Maintenance
Contract No. 1669

ARTICLE II. - The County hereby promises and agrees with the Contractor to employ and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the prices hereinafter set forth and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. - The State of California general prevailing wages appearing in the bid documents are hereby made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of the

Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the terms of the proposal conflicting herewith.

ARTICLE IV. - By my signature hereunder, as Contractor, I certify that 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 to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract.

ARTICLE V. - The Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Tuolumne, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit: See attached EXHIBIT "A".

ARTICLE VI. – In the event of the legal action to enforce this Contract, venue shall be in Tuolumne County.

ARTICLE VII. – In the event of the legal action to enforce this Contract, the prevailing party shall be entitled to reasonable attorney's fees.

//signatures follow on next page//

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

STATE OF CALIFORNIA
COUNTY OF TUOLUMNE
BOARD OF SUPERVISORS

CONTRACTOR'S REPRESENTATIVES

Craig Pedro, County Administrator

Date

Legal Name of Corporation

APPROVED AS TO FORM:
COUNTY OF TUOLUMNE

President, Chairman or Vice-President

Date

By

Deputy County Counsel

Date

Secretary, Treasurer or Chief Financial Officer Date

Licensed in accordance with an act providing for the
registration of Contractors, License No. _____

Federal Employer Identification Number _____

*Note: Contract shall be signed by two officers of the
corporation as shown.*

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NOT FOR BIDDING

COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY

PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Tuolumne, acting by and through the Community Resources Agency, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

Jamestown Landfill Post-Closure Maintenance, Contract No. 1669

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Tuolumne in the sum of _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and hold harmless the County of Tuolumne, its elected and appointed officials, officers, employees, agents, and volunteers as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20 ____.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety shall be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____ ,
(here insert the name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Contract

Jamestown Landfill Post-Closure Maintenance, Contract No. 1669

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NOT FOR BIDDING

COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY

PAYMENT BOND
(Section 3247, Civil Code)

Bond No. _____

WHEREAS, The County Tuolumne , acting by and through the Community Resources Agency, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

Jamestown Landfill Post-Closure Maintenance, Contract No. 1669

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held firmly bound to the Obligee in the sum of _____ dollars (\$ _____), to be paid to Obligee or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Unemployment Insurance Code section 13020 et seq., with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20 ____.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety shall be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____,
(here insert the name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Contract

Jamestown Landfill Post-Closure Maintenance, Contract No. 1669

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NOT FOR BIDDING

COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY

MAINTENANCE WARRANTY BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Tuolumne, acting by and through the Community Resources Agency, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

Jamestown Landfill Post-Closure Maintenance, Contract No. 1669

AND WHEREAS, the Contractor is required to furnish a one-year maintenance warranty bond in connection with said contract.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Tuolumne in the sum of _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall repair or replace, in accordance with the terms of the contract and any alteration made thereto as therein provided; any defects or failures in the contract improvements occurring within 1 year of acceptance of the contract then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20 ____.

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety shall be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____,
(here insert the name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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NOT FOR BIDDING

APPENDIX A

NOT FOR BIDDING

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NOT FOR BIDDING



COUNTY OF TUOLUMNE

JAMESTOWN LANDFILL

POST-CLOSURE MAINTENANCE

18000 CAMPO SECO ROAD
JAMESTOWN, CALIFORNIA

SEPTEMBER 2013

GENERAL NOTES

1. STANDARD SPECIFICATIONS

ALL MATERIALS AND CONSTRUCTION METHODS SHALL COMPLY WITH THE REQUIREMENTS OF THE CALTRANS STANDARD SPECIFICATIONS, 2010 EDITION, UNLESS OTHERWISE NOTED ON THESE PLANS.

2. PERMITS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED COUNTY PERMITS.

3. TRAFFIC CONTROL AND PUBLIC SAFETY

THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FENCING, FLAGGING, AND OTHER DEVICES NECESSARY FOR TRAFFIC CONTROL AND PUBLIC SAFETY. PRIOR TO START OF CONSTRUCTION THE CONTRACTOR SHALL SUBMIT TO THE COUNTY A TRAFFIC CONTROL AND STAGING PLAN FOR APPROVAL.

4. EXISTING FACILITIES

EXISTING SITE IMPROVEMENTS MAY INTERFERE WITH THE WORK. THESE FACILITIES SHALL BE PROTECTED OR REMOVED AND REPLACED WITH LIKE KIND AND QUALITY AT THE CONTRACTOR'S EXPENSE.

5. SITE INFORMATION

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL ABOVE GROUND AND UNDERGROUND FACILITIES WHICH MAY BE AFFECTED BY HIS OPERATIONS. THE CONTRACTOR SHALL CONTACT OWNERS OF THESE FACILITIES AND SHALL PROTECT FACILITIES AND MAINTAIN SERVICE DURING CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 227-2600 AT LEAST TWO WORKING DAYS PRIOR TO CONSTRUCTION.

DIMENSIONS AND LIMITS OF WORK SHOWN ON THE PLANS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE BASED ON CONDITIONS ENCOUNTERED. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THOSE SHOWN ON THE PLANS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

6. INSPECTIONS

THE CONTRACTOR SHALL COORDINATE WITH THE COUNTY AT LEAST TWO WORKING DAYS PRIOR TO ALL REQUIRED INSPECTIONS.

DESCRIPTION OF WORK

THE WORK SHALL CONSIST IN GENERAL OF PROVIDING ALL MATERIAL, LABOR, AND EQUIPMENT NECESSARY TO COMPLETE VEGETATIVE LAYER MAINTENANCE. WORK SHALL INCLUDE, BUT NOT BE LIMITED TO: MOBILIZATION, DEVELOPING ACCESS, REMOVING DISPLACED VEGETATIVE LAYER SOIL, MINOR GRADING, GEOGRID REINFORCEMENT, HYDRO-SEEDING, AND TEMPORARY EROSION CONTROL MAT.

CONTRACTOR LICENSE

THE CONTRACTOR SHALL POSSESS A VALID CLASS A LICENSE AT THE TIME THE CONTRACT IS AWARDED.

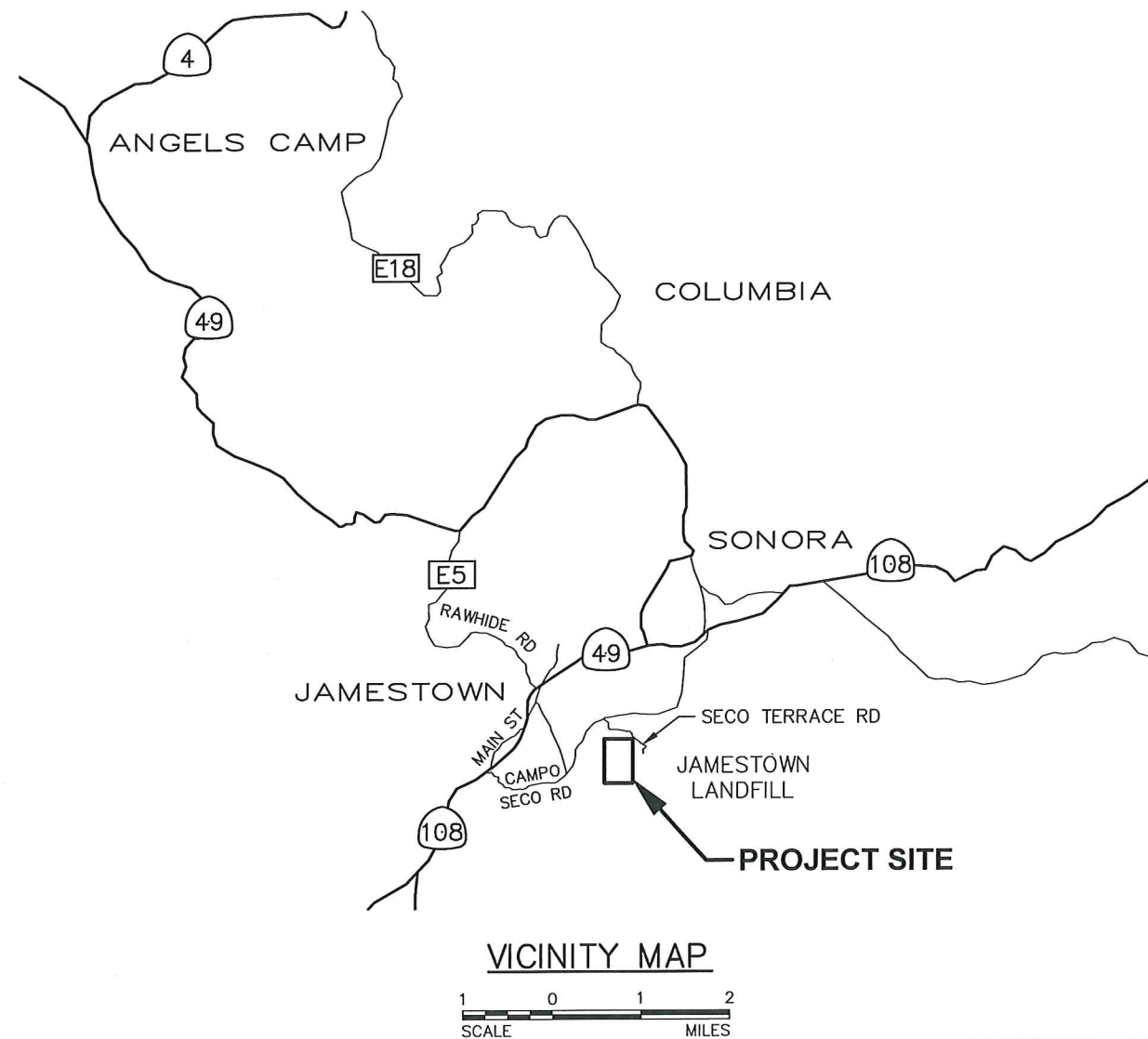
INDEX OF SHEETS

1. TITLE SHEET
2. SITE ACCESS
3. PLAN
4. SECTION AND DETAILS
5. SPECIFICATIONS

STANDARD PLANS

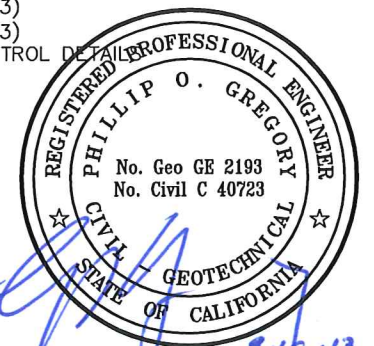
THE FOLLOWING STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS, 2010 EDITION, APPLY:

- | | |
|------|---|
| A10A | ABBREVIATIONS (SHEET 1 OF 2) |
| A10B | ABBREVIATIONS (SHEET 2 OF 2) |
| A10C | LINES AND SYMBOLS (SHEET 1 OF 3) |
| A10D | LINES AND SYMBOLS (SHEET 2 OF 3) |
| A10E | LINES AND SYMBOLS (SHEET 3 OF 3) |
| T54 | TEMPORARY WATER POLLUTION CONTROL DETAILS |



VICINITY MAP

1 0 1 2
SCALE MILES



 CAL ENGINEERING & GEOLOGY		1870 Olympic Blvd. Suite 100 Walnut Creek, CA 94596 Phone: (925) 935-9771		COUNTY OF TUOLUMNE		
				JAMESTOWN LANDFILL POST-CLOSURE MAINTENANCE 18000 CAMPO SECO ROAD, JAMESTOWN, CALIFORNIA		
				TITLE SHEET		
DESIGNED C. HOCKETT	DRAWN C. HOCKETT	CHECKED P. GREGORY	PROJECT NO. 110492	DATE SEPTEMBER 2013	SHEET NO. 1	OF 5

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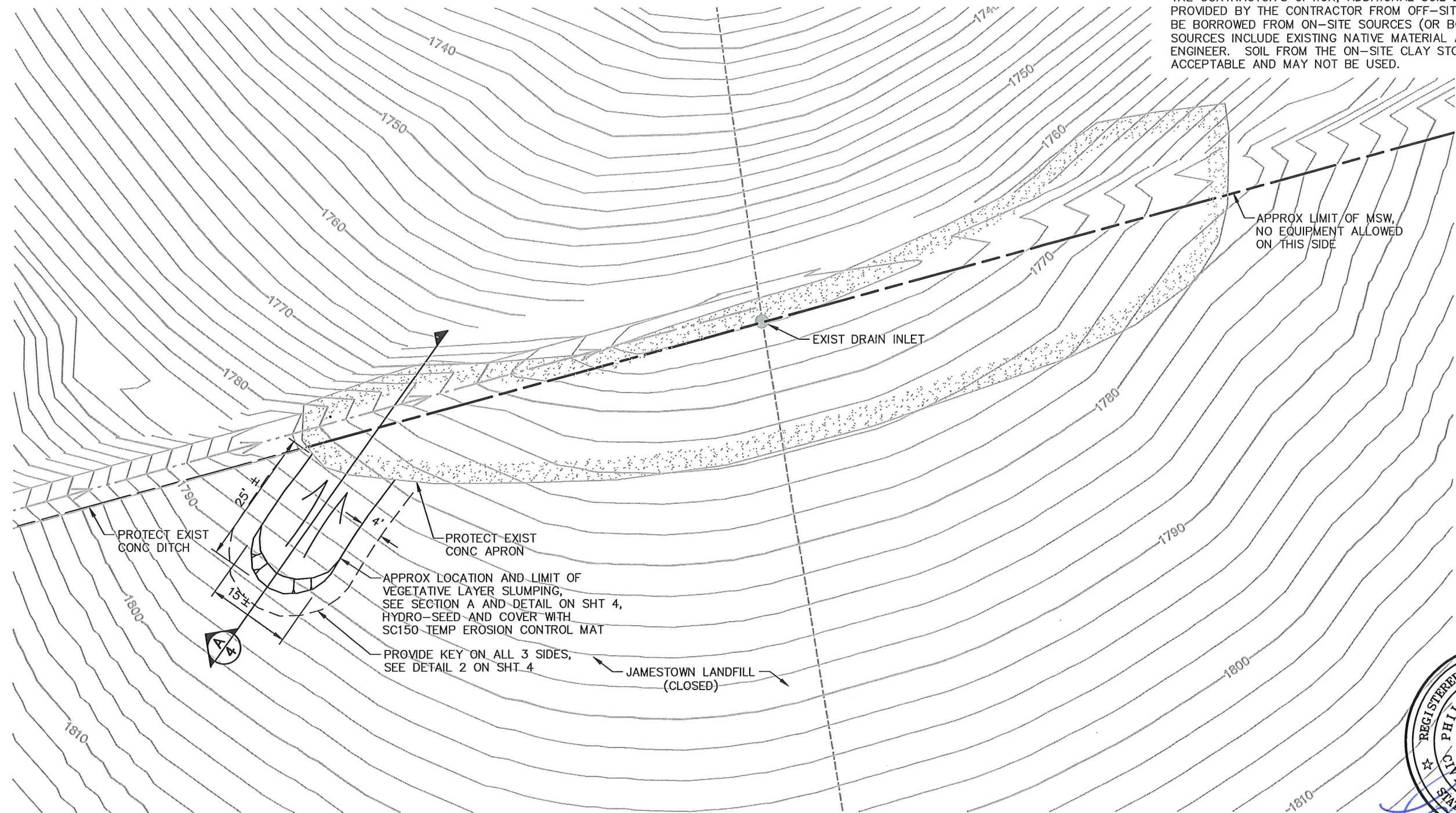


 CAL ENGINEERING & GEOLOGY			1870 Olympic Blvd. Suite 100 Walnut Creek, CA 94596 Phone: (925) 935-9771			COUNTY OF TUOLUMNE		
						JAMESTOWN LANDFILL POST-CLOSURE MAINTENANCE 18000 CAMPO SECO ROAD, JAMESTOWN, CALIFORNIA		
						SITE ACCESS		
DESIGNED C. HOCKETT	DRAWN C. HOCKETT	CHECKED P. GREGORY	PROJECT NO. 110492	DATE SEPTEMBER 2013	SHEET NO. 2	OF 5		

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NOTES

1. TOPOGRAPHIC BASEMAP WAS DEVELOPED FROM THE PLANS TITLED, "LANDFILL CLOSURE PROJECT JAMESTOWN LANDFILL 18000 SECO TERRACE ROAD JAMESTOWN, CALIFORNIA FINAL GRADING AND DRAINAGE PLAN," PREPARED BY GEOMATRIX, DATED 4/9/2008.
2. RESIDUAL SOIL FROM THE SLUMPED AREA (INCLUDING SOIL IN THE SANDBAGS) SHALL BE USED AS BACKFILL TO THE GREATEST EXTENT PRACTICAL AND THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF THE AMOUNT OF RESIDUAL SOIL AVAILABLE. AT THE CONTRACTOR'S OPTION, ADDITIONAL SOIL BACKFILL MAY BE PROVIDED BY THE CONTRACTOR FROM OFF-SITE SOURCES OR MAY BE BORROWED FROM ON-SITE SOURCES (OR BOTH). ON-SITE SOURCES INCLUDE EXISTING NATIVE MATERIAL AS APPROVED BY THE ENGINEER. SOIL FROM THE ON-SITE CLAY STOCKPILE IS NOT ACCEPTABLE AND MAY NOT BE USED.



QUANTITIES

SOIL BACKFILL	35 CY
GEOGRID REINFORCEMENT	50 SY
HYDRO-SEED	0.01 ACRE
EROSION CONTROL MAT	50 SY



1870 Olympic Blvd.
Suite 100
Walnut Creek, CA 94596
Phone: (925) 935-9771

COUNTY OF TUOLUMNE

JAMESTOWN LANDFILL POST-CLOSURE MAINTENANCE
18000 CAMPO SECO ROAD, JAMESTOWN, CALIFORNIA

PLAN

DESIGNED
C. HOCKETT

DRAWN
C. HOCKETT

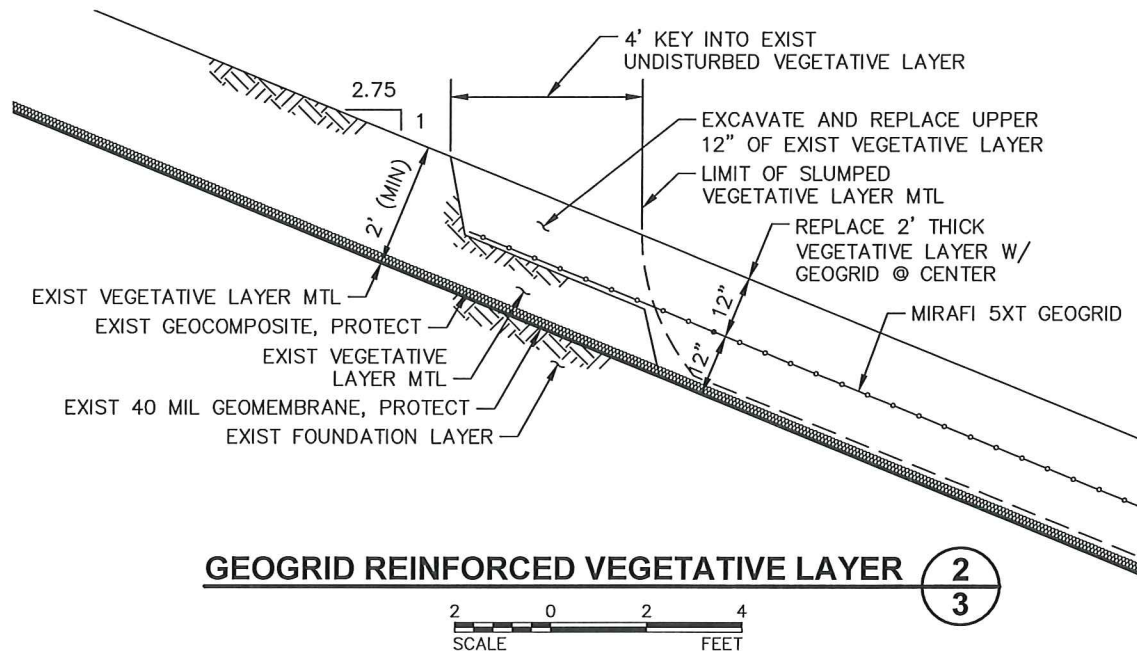
CHECKED
P. GREGORY

PROJECT NO.
110492

DATE
SEPTEMBER 2013

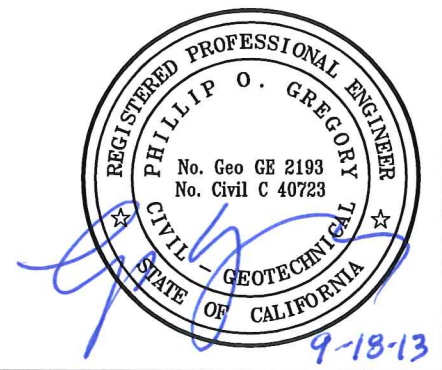
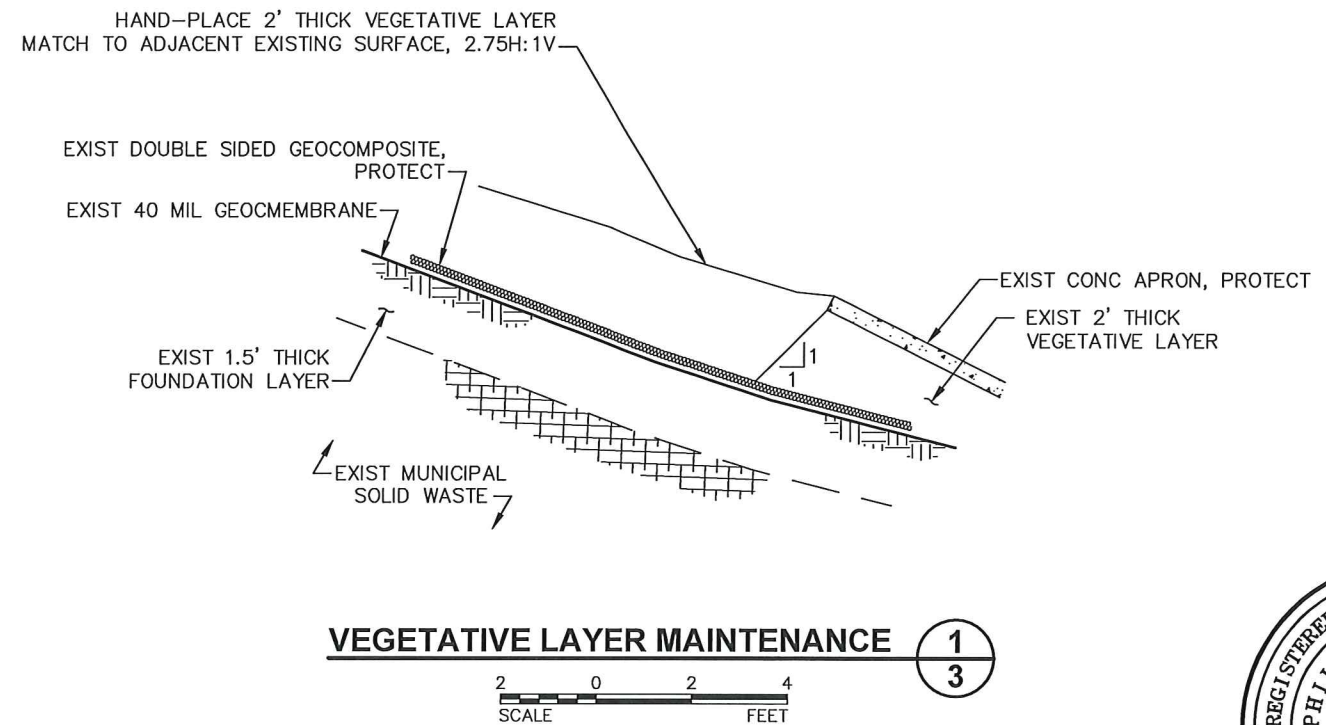
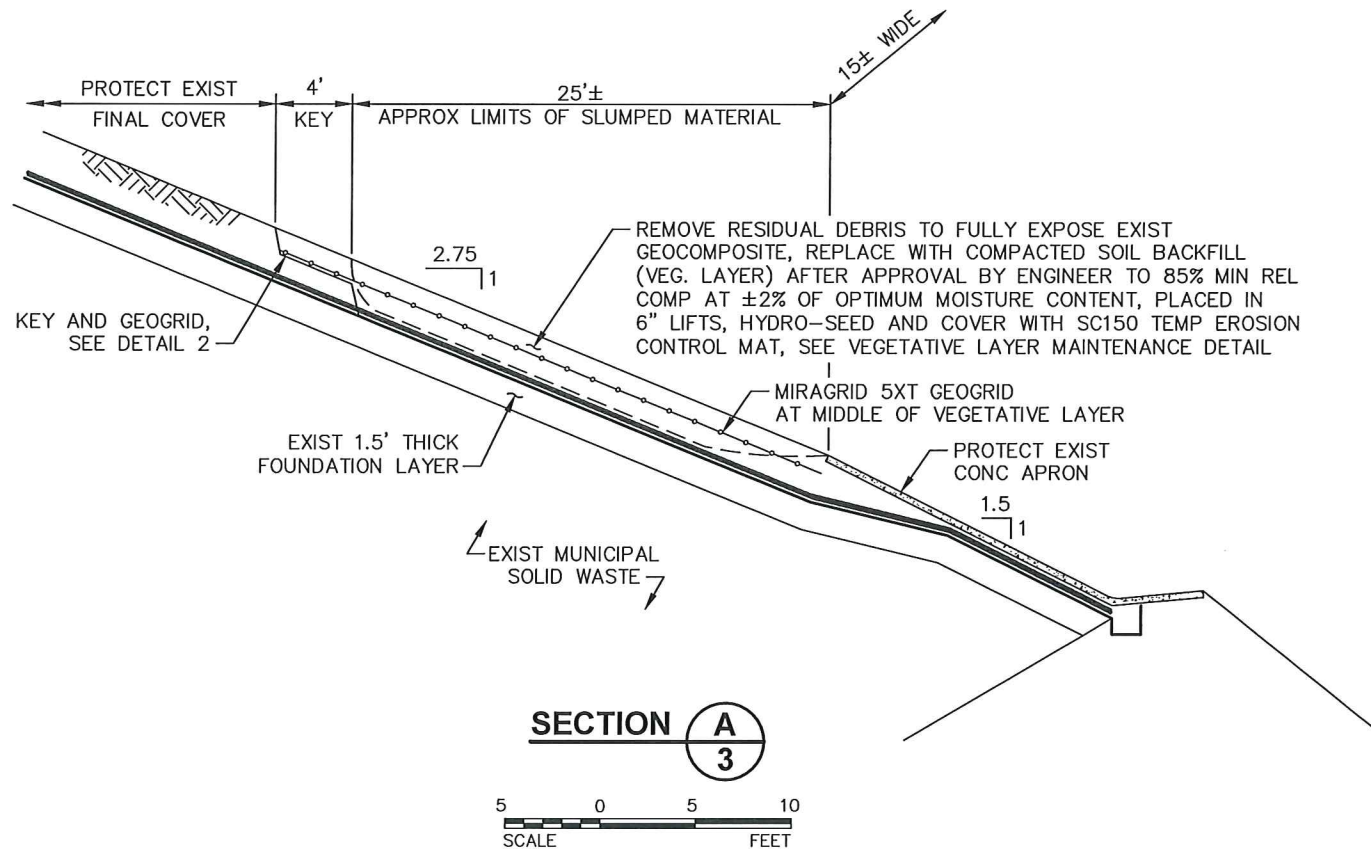
SHEET NO. OF
3 5

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NOTES

1. WORK SHOWN IS TO BE COMPLETED WITHIN THE LIMITS OF THE CLOSED MSW LANDFILL. NO TRACKED EQUIPMENT SHALL BE ALLOWED WITHIN LIMITS OF MSW LANDFILL. EXCAVATION OF MATERIAL AND PLACEMENT OF RSP SHALL BE COMPLETED USING HAND TOOLS ONLY.



 CAL ENGINEERING & GEOLOGY			1870 Olympic Blvd. Suite 100 Walnut Creek, CA 94596 Phone: (925) 935-9771		
DESIGNED C. HOCKETT			DRAWN C. HOCKETT		
CHECKED P. GREGORY			PROJECT NO. 110492		
			DATE SEPTEMBER 2013		
			SHEET NO. OF 4 5		

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1. GENERAL

THE WORK TO BE DONE UNDER THIS CONTRACT, EXCEPT AS MODIFIED OR SUPPLEMENTED HEREIN, SHALL CONFORM TO THE FOLLOWING, IN THE ORDER OF PRECEDENCE AS SHOWN:

1. STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS DATED 2010, HEREIN REFERRED TO AS THE "STANDARD SPECIFICATIONS".
2. STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS DATED 2010, HEREIN REFERRED TO AS THE "STANDARD PLANS".

THESE SPECIFICATIONS ARE ADDITIONS, MODIFICATIONS, OR CLARIFICATIONS TO THESE LISTED STANDARD SPECIFICATIONS AND PLANS. ALL REQUIREMENTS OF THE REFERENCED SPECIFICATIONS SHALL APPLY UNLESS SPECIFICALLY DELETED BY THESE SPECIFICATIONS. IN CASE OF CONFLICT, THE STRICTER SPECIFICATION AS DETERMINED AT THE SOLE DISCRETION OF THE ENGINEER SHALL APPLY.

2. CONTROL OF WORK AND MATERIALS

CONTROL OF WORK AND MATERIALS WORK SHALL CONFORM TO THE PROVISIONS OF SECTION 5, "CONTROL OF WORK," AND SECTION 6, "CONTROL OF MATERIALS," OF THE STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

THE CONTRACTOR SHALL PROVIDE ALL SUBMITTALS REQUIRED BY THE STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS PRIOR TO COMMENCING WORK. ANY WORK SHOWN ON THE PLANS TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS OR DIRECTIONS SHALL REQUIRE A SUBMITTAL. ALL MATERIALS SPECIFIED BY MANUFACTURER NAME, CODE, MODEL NUMBER, ETC. AND APPROVED EQUAL SHALL REQUIRE A SUBMITTAL.

3. EXISTING UTILITIES

UTILITY LOCATIONS, BOTH ABOVE GROUND AND BELOW GROUND, IF SHOWN ON THE PLANS, ARE APPROXIMATE. THERE IS NO GUARANTEE THAT THE UTILITIES SHOWN ON THE PLANS WILL BE THE ONLY UTILITIES ENCOUNTERED.

THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) TO DETERMINE UNDERGROUND UTILITY LOCATIONS AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING.

THE CONTRACTOR SHALL PERFORM ADDITIONAL POTHOLING AS NEEDED TO VERIFY THE LOCATION AND DEPTH OF UTILITY MAINS AND SERVICE LINES.

THE CONTRACTOR SHALL EXPOSE, BY HAND DIGGING, PROTECT, AND SUPPORT, ALL EXISTING UTILITY MAINS AND SERVICE LATERALS THAT CROSS, ARE ADJACENT TO, OR ARE WITHIN, TRENCH OR EXCAVATION AREAS.

THE CONTRACTOR IS HEREBY NOTIFIED THAT DURING CONSTRUCTION IT MAY BE NECESSARY TO COORDINATE THE OPERATION WITH THE AFFECTED UTILITY COMPANIES FOR THE REARRANGEMENT OF OBSTRUCTIONS AS NEEDED FOR THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL PREPARE, MAINTAIN, AND KEEP AT THE CONSTRUCTION SITE, A LIST OF ALL UTILITY CONTACT PERSONS AND THEIR EMERGENCY TELEPHONE NUMBERS.

4. MOBILIZATION

MOBILIZATION WORK SHALL CONFORM TO THE PROVISIONS OF SECTION 9-1.16D, "MOBILIZATION," OF THE STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, PREPARATORY WORK AND OPERATIONS NECESSARY FOR THE MOVEMENT OF PERSONNEL, EQUIPMENT, SUPPLIES, AND INCIDENTALS TO THE PROJECT SITE; FOR THE ESTABLISHMENT OF ALL OFFICES, BUILDINGS, AND OTHER FACILITIES NECESSARY FOR WORK ON THE PROJECT, AND FOR ALL OTHER WORK AND OPERATIONS WHICH MUST BE PERFORMED OR COSTS INCURRED PRIOR TO BEGINNING WORK ON THE VARIOUS CONTRACT ITEMS ON THE PROJECT SITE.

5. TRAFFIC CONTROL

TRAFFIC CONTROL WORK SHALL CONFORM TO THE PROVISIONS OF SECTIONS 7-1.03, "PUBLIC CONVENIENCE," SECTION 7-1.04, "PUBLIC SAFETY," AND SECTION 12, "TEMPORARY TRAFFIC CONTROL," OF THE STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE AND MANUAL TRAFFIC TO CONTROL TRAFFIC THROUGH THE CONSTRUCTION ZONE.

AT LEAST TEN WORKING DAYS IN ADVANCE OF THE START OF WORK, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A TRAFFIC CONTROL AND STAGING PLAN THAT ENSURES THE SAFE PASSAGE OF TRAFFIC THROUGH THE CONSTRUCTION ZONE AT ALL TIMES DURING CONSTRUCTION.

6. DUST CONTROL

DUST CONTROL WORK SHALL CONFORM TO THE PROVISIONS OF SECTION 18, "DUST PALLIATIVE," OF THE STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, APPLYING EITHER WATER OR DUST PALLIATIVE, OR BOTH, FOR THE ALLEVIATION OR PREVENTION OF DUST NUISANCE.

WATER OR DUST PALLIATIVE (DUST CONTROL) SHALL BE APPLIED TO MAINTAIN THE PROJECT SITE IN AS DUST-FREE A CONDITION AS POSSIBLE DURING NORMAL WORK HOURS AND OFF WORK HOURS (INCLUDING HOLIDAYS AND WEEKENDS). DUST CONTROL SHALL BE APPLIED TO EXCAVATION AREAS PRIOR TO EXCAVATING AND/OR DURING MATERIAL LOADING. DUSTY IMPORT MATERIAL SHALL RECEIVE DUST CONTROL PRIOR TO, OR IMMEDIATELY AFTER PLACEMENT. DUST CONTROL SHALL BE APPLIED TO IN-PLACE MATERIAL AS NECESSARY TO CONTROL DUST, AS DIRECTED BY THE ENGINEER.

7. POLLUTION CONTROL

POLLUTION CONTROL WORK SHALL CONFORM TO THE PROVISIONS OF SECTION 13, "WATER POLLUTION CONTROL," OF THE STANDARD SPECIFICATIONS, AND THESE SPECIFICATIONS.

THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A POLLUTION CONTROL PLAN THAT PROVIDES FOR THE PREVENTION, CONTROL, AND ABATEMENT OF WATER POLLUTION TO STREAMS, WATERWAYS, AND OTHER BODIES OF WATER AT ALL TIMES DURING CONSTRUCTION. IN ADDITION TO CONFORMING TO THE REQUIREMENTS OF SECTION 13 OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR'S POLLUTION CONTROL PLAN SHALL CONFORM TO THE REQUIREMENTS OF THE TUOLUMNE COUNTY GRADING ORDINANCE.

8. EARTHWORK

EARTHWORK SHALL CONFORM TO THE PROVISIONS OF SECTION 19, "EARTHWORK," OF THE STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, EXCAVATION OF MATERIAL AS SHOWN ON THE PLANS AND PLACEMENT OF COMPACTED VEGETATIVE LAYER FILL AS DIRECTED BY THE ENGINEER. ALL WORK WITHIN THE LIMITS OF THE CLOSED MSW LANDFILL SHALL BE DONE MANUALLY USING HAND OPERATED TOOLS ONLY. CARE SHALL BE TAKEN TO ENSURE THAT EARTHWORK DOES NOT CAUSE DAMAGE TO ANY PORTION OF THE FINAL COVER SYSTEM.

9. GEOGRID REINFORCEMENT

GEOGRID REINFORCEMENT SHALL CONSIST OF MIRAFI 5XT GEOGRID OR APPROVED EQUIVALENT. WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, MANUALLY PLACING GEOGRID AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER. GEOGRID SHALL BE PLACED WITH DESIGN STRENGTH DIRECTION UP AND DOWN THE SLOPE.

10. HYDRO-SEEDING

HYDRO-SEEDING WORK SHALL CONFORM TO THE PROVISIONS OF SECTION 21, "EROSION CONTROL," OF THE STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, PROVIDING, MIXING, AND APPLYING SEED MIX, AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER.

SEED MIX SHALL CONTAIN THE FOLLOWING:

10 LBS/ACRE	BROMUS CARINATUS	(CALIFORNIA BROME)
8 LBS/ACRE	ELYMUS GLAUCUS	(BLUE WILD RYE)
6 LBS/ACRE	POA SECUNDA VAR JUNCIFOLIA	(PINE BLUEGRASS)
6 LBS/ACRE	FESTUCA IDAHOENSIS	(BLUE BUNCH FESCUE)
4 LBS/ACRE	NASSELLA CERNUA	(NODDING NEEDLEGRASS)
5 LBS/ACRE	TRIFOLIUM WILDENOVII	(TOM CAT CLOVER)
3 LBS/ACRE	VULPIA MICROSTACHYS	(THREE WEEKS FESCUE)

HYDRO-SEED SLURRY SHALL CONTAIN THE FOLLOWING:

SEED: 60 LBS/ACRE
FERTILIZER: 800 LBS/ACRE
WODD FIBER: 2000 LBS/ACRE
STABILIZING EMULSION: M-BINDER OR APPROVED EQUIVALENT

FERTILIZER SHALL HAVE A GUARANTEED CHEMICAL ANALYSIS OF 6% NITROGEN, 20% PHOSPHORIC ACID, AND 20% SOLUBLE POTASH. FERTILIZER SHALL CONFORM TO THE PROVISIONS OF THE CALIFORNIA FOOD AND AGRICULTURAL CODE.

WOOD FIBER SHALL CONFORM TO THE PROVISIONS OF SECTION 21-1.02E "FIBER," OF THE STANDARD SPECIFICATIONS.

HYDRO-SEED SHALL BE APPLIED TO ALL AREAS WHERE EXISTING VEGETATION HAS BEEN DISTURBED BY THE CONTRACTOR'S OPERATIONS AND AS DIRECTED BY THE ENGINEER. HYDRO-SEED SHALL BE APPLIED PRIOR TO INSTALLATION OF EROSION CONTROL MAT.

11. EROSION CONTROL MAT

EROSION CONTROL MAT WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, FURNISHING, INSTALLING, AND ANCHORING EROSION CONTROL MAT ON THE GROUND SURFACE AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER.

EROSION CONTROL MAT SHALL BE PLACED WITHIN THE LIMITS OF WORK AS SHOWN ON THE PLANS AND/OR AT LOCATIONS IDENTIFIED BY THE ENGINEER. OUTSIDE OF THESE LIMITS, IF THE SLOPE IS STEEPER THAN 4H:1V, WHERE EXISTING VEGETATION HAS BEEN DISTURBED BY THE CONTRACTOR'S OPERATIONS, EROSION CONTROL MAT SHALL BE INSTALLED AT THE CONTRACTOR'S EXPENSE.

WOOD STAKES SHALL BE PROVIDED AT MINIMUM 6 FT SPACING (CENTER TO CENTER) TO ANCHOR THE EROSION CONTROL MAT TO THE GROUND SURFACE.



 CAL ENGINEERING & GEOLOGY			1870 Olympic Blvd. Suite 100 Walnut Creek, CA 94596 Phone: (925) 935-9771			COUNTY OF TUOLUMNE		
						JAMESTOWN LANDFILL POST-CLOSURE MAINTENANCE 18000 CAMPO SECO ROAD, JAMESTOWN, CALIFORNIA SPECIFICATIONS		
DESIGNED C. HOCKETT	DRAWN C. HOCKETT	CHECKED P. GREGORY	PROJECT NO. 110492	DATE SEPTEMBER 2013	SHEET NO. 5	OF 5		