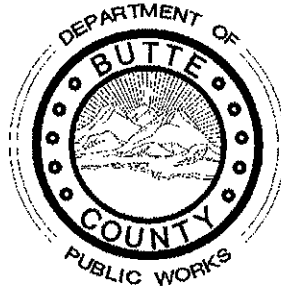


**County of Butte**  
OROVILLE, CALIFORNIA



**NOTICE TO CONTRACTORS  
SPECIAL PROVISIONS  
PROPOSAL AND CONTRACT**

**FOR**

**LANDFILL GAS COMPLIANCE WELL  
INSTALLATION  
AT THE  
NEAL ROAD SANITARY LANDFILL**

**COUNTY PROJECT NO. 757-75713**

**BIDS OPEN: JULY 14, 2009**

**For use with Standard Specifications and Standard Plans  
for Construction of Local Streets and Roads of the  
California Department of Transportation Dated May, 2006**

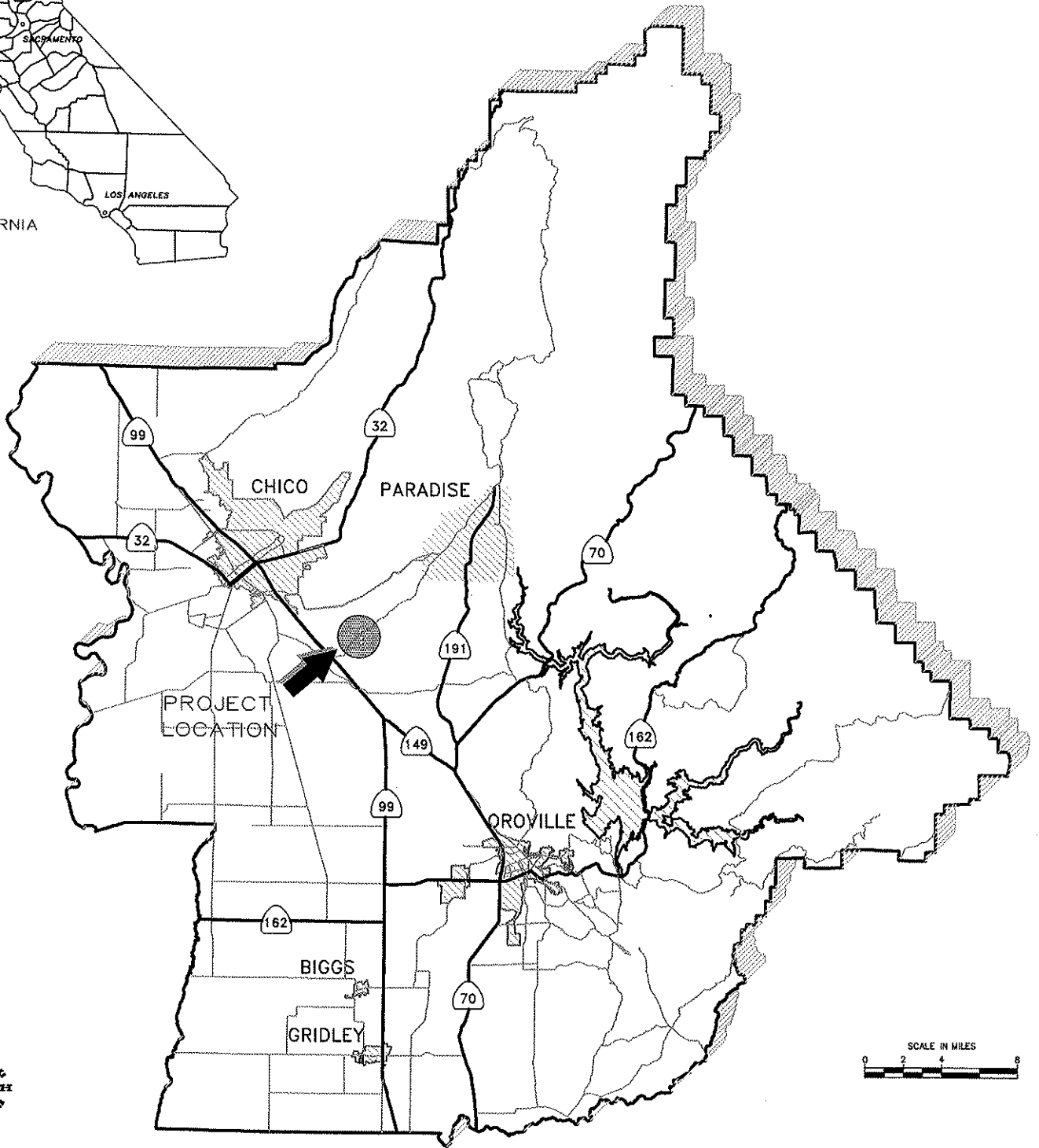
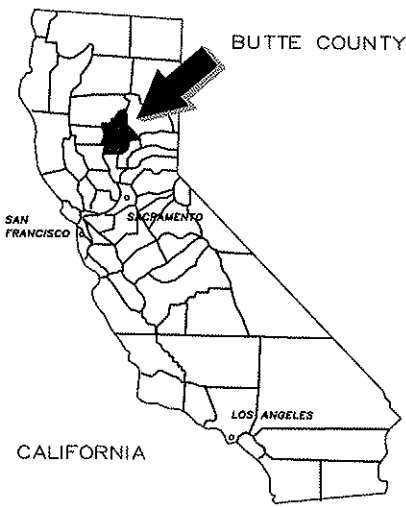
**Labor Surcharge and Equipment Rental Rates  
of the California Department of Transportation**

**and**

**General Prevailing Wage Rates  
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LOCATION MAP  
BUTTE COUNTY, CA  
LANDFILL GAS COMPLIANCE WELL INSTALLATION  
NEAL ROAD SANITARY LANDFILL  
COUNTY PROJECT 757-75713



**Landfill Gas Compliance Well Installation  
at the Neal Road Sanitary Landfill  
County Project No. 757-75713**

**COUNTY OF BUTTE  
STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO CONTRACTORS**

Sealed proposals will be received at the office of the Director of Public Works, 7 County Center Drive, Oroville, California, until **11:00 A.M. on Tuesday, July 14, 2009** at which time they will be publicly opened and read aloud for construction in accordance with the project specifications and plans to which special reference is made, as follows:

**LANDFILL GAS COMPLIANCE WELL INSTALLATION  
AT THE NEAL ROAD SANITARY LANDFILL**

The work to be done consists; in general, of boring, logging, providing materials, installing multi-level landfill gas compliance wells within the limits of the Neal Road Sanitary Landfill and preparing an installation report as shown on the plans and as described in these special provisions.

Plans and special provisions, including forms of proposal, bonds and contract, are available for review at the office of the Director of Public Works, 7 County Center Drive, Oroville, California 95965. **Copies of the plans and special provisions may be purchased for the non-refundable payment of Twenty dollars (\$20.00). Bidders requesting mailed copies of the plans and special provisions shall be charged an additional \$5.00 for shipping and handling.** Payment for the copies of the plans, special provisions and mailing shall be made in the form of cash or a check made payable to the "County of Butte". The special provisions package mentioned above does not include copies of the California Department of Transportation Standard Plans or Standard Specifications for Construction of Local Streets and Roads.

Bids are required for the entire work described herein.

This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Contract items of work and quantities thereof for which payment will be made under this contract are contained in the proposal. The items of work and quantities are given as a basis for the comparison of bids and the County of Butte does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

The Board of Supervisors has ascertained that the general prevailing wage rates for straight time, overtime, Saturday, Sunday and holiday work applicable to the work to be done in Butte County are the same as the general prevailing wage rates as determined by the Department of Industrial Relations. These rates are on file in the office of the Director of Public Works, 7 County Center Drive, Oroville, CA 95965.

The labor surcharge and equipment rental rates to be used under this contract shall be as listed in the State of California Department of Transportation Division of Construction publication entitled "Labor Surcharge and Equipment Rental Rates" that are in effect when the work is accomplished.

Holidays upon which the holiday wage rate shall be paid, shall be all legal holidays recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project.

The attention of bidders is particularly directed to the provisions of Section 8-1.02, "Assignment," of the Standard Specifications regarding assignment of the contract.

Attention is directed to Section 7-1.01C, "Contractor's Licensing Laws," of the Standard Specifications. The Contractor shall possess a Class A license or a combination of classes required by the categories and types of work included in this contract at the time this contract is awarded.

Butte County hereby notifies all bidders that it will affirmatively insure that any contract entered into, pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The attention of bidders is particularly directed to Government Code Section 14402 relating to money withheld to insure performance of the contract.

No bid will be considered unless it is made on a blank form furnished by the Butte County Department of Public Works and is made in accordance with the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications.

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

The County of Butte reserves the right to reject any or all bids and to waive any informality in any bid.

**Dated: June 24, 2009**

**COUNTY OF BUTTE  
Department of Public Works  
Mike Crump, Director**

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**SPECIAL PROVISIONS**  
**FOR**  
**LANDFILL GAS COMPLIANCE WELL INSTALLATION**  
**AT THE**  
**NEAL ROAD SANITARY LANDFILL**



*Mike Crump*

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**MIKE CRUMP, DIRECTOR OF PUBLIC WORKS**  
**RCE C41977 (Lic. Expires 3/31/2010)**  
**BUTTE COUNTY DEPARTMENT OF PUBLIC WORKS**

**DATE: June 24, 2009**

## **SECTION A – DESCRIPTION OF PROJECT**

### **1. LOCATION**

The Neal Road Sanitary Landfill is located off of Neal Road, approximately one mile east of State Highway 99 and seven miles south of the City of Chico. The Neal Road Landfill operates as a Class III landfill as defined by California Code of Regulations, Title 27. This landfill is capable of producing leachate and landfill gas as a result of the decomposition of waste. The CONTRACTOR shall enforce safety procedures to minimize hazards to workers, the public and environment.

### **2. DESCRIPTION OF WORK**

The work to be done consists; in general, of boring, logging, providing materials and installing multi-level landfill gas compliance wells within the limits of the Neal Road Sanitary Landfill as shown on the plans and as described in these special provisions.

Such items or details not mentioned above that are required by the plans, Standard Specifications and these special provisions shall be performed, placed, constructed or installed.

### **3. CONTRACT DOCUMENTS**

The work embraced herein shall conform to the requirements of a set of plans entitled: "**County of Butte, Department of Public Works, LFG Compliance Well Installation at the Neal Road Sanitary Landfill; County Project No. 757-75713,**" the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Standard Plans of the State of California, Department of Transportation, dated May 2006, insofar as the same may apply, these special provisions, the Notice to Contractors, the Proposal, the Contract (or Agreement), the two contract bonds required herein, any supplemental agreements amending or extending the work, working drawings or sketches clarifying or enlarging upon the work specified herein, and to pertinent portions of other documents included by reference thereto in these specifications.

### **4. GENERAL**

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

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the proposal annexed hereto.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Noncollusion Affidavit.

### **5. REQUIRED LISTING OF PROPOSED SUBCONTRACTORS**

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

## **6. AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

Office of the Director of Public Works, & County Center Drive, Oroville, CA, 95965

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

The contract shall be executed by the successful bidder and returned, together with the contract bonds and insurance, to the office of the Director of Public Works, 7 County Center Drive, Oroville, CA, 95965 in accordance with the provisions of Section 3-1.03 "Execution of Contract," of the Standard Specifications and these Special Provisions.

## **7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after receiving written notice to proceed with work from the Director of Public Works or the person authorized by the Board of Supervisors to sign the contract, and shall diligently prosecute the same to completion before the expiration of

### **15 WORKING DAYS**

from the date of said signing.

The Contractor shall pay to the County of Butte the sum of **\$500** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. **However all work must be completed no later than October 15, 2009.**

**PRE-CONSTRUCTION CONFERENCE** Prior to beginning contract work, a pre-construction conference will be held at the office of the Director of the Butte County Department of Public Works 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. At this meeting the Contractor shall submit to the Engineer for approval his/her proposed Traffic Control Plan, Project Schedule and the Storm Water Pollution Prevention Plan. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

## **SECTION B - GENERAL PROVISIONS**

### **1. DEFINITIONS AND TERMS**

**STANDARD SPECIFICATIONS:** Standard specifications shall mean the Standard Specifications of the State of California, Department of Transportation, dated May 2006.

Reference is made to the provisions in Section 1, "Definitions and Terms," of the Standard Specifications and the following 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.

Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**STATE:** The County of Butte, State of California

**COUNTY:** The County of Butte, State of California

**BOARD OF SUPERVISORS:** The Board of Supervisors of the County

**DEPARTMENT:** The Department of Public Works of the County

**DIRECTOR:** The Road Commissioner and Director of Public Works of the County

**ENGINEER:** The Road Commissioner and Director of Public Works of the County

Engineer shall also mean the Director of Public Works of the County or his authorized agent acting within the scope of his authority who shall act as the representative of the County during the terms of the contract.

**LABORATORY:** The established laboratory of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

### **2. PROPOSAL REQUIREMENTS AND CONDITIONS**

Reference is made to the provisions in Section 2 of the Standard Specifications and the following provisions:

All proposals shall be made upon blank forms to be obtained from the Office of the Director of Public Works, 7 County Center Drive, Oroville, California 95965. Bids submitted on other than the official form will not be accepted.

## **2. PROPOSAL REQUIREMENTS AND CONDITIONS (Continued)**

All bidders may be required to submit evidence to the County as to their ability, financial responsibility and experience in order to be eligible for consideration of their proposal.

Each proposal must be accompanied by a Proposal Guaranty of at least ten-percent (10%) of the total amount bid. The Guaranty may be in the form of a Bidder's Bond, a certified check or a cashier's check payable to the County of Butte. The bond form for the Bidder's Bond mentioned in the third paragraph of Section 2-1.07, "Proposal Guaranty," of the Standard Specifications may be found following the signature page of the proposal annexed hereto. The Proposed Guaranty of the successful bidder will be returned within fifteen (15) days after the contract is fully executed. Guaranties of bidders whose bids are considered but not selected will be returned to the bidders promptly after the execution of the contract.

## **3. AWARD AND EXECUTION OF CONTRACT**

Reference is made to the provisions in Section 3 of the Standard Specifications and the following provisions:

The successful bidder at his own expense shall furnish a Labor and Materials Bond and a Faithful Performance Bond, **each in an amount of one hundred percent (100%)** of the total bid and in the form prescribed for use by the County.

Upon execution of the contract by the Contractor and the County, the Contractor shall furnish the County, (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of workman's compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director of Industrial Relations or the insurer. A copy of the standard county contract, which will be required to be executed for this project, may be examined in the office of the Director of Public Works.

## **4. SCOPE OF WORK**

Reference is made to the provisions in Section 4 of the Standard Specifications.

## **5. CONTROL OF WORK**

Reference is made to the provisions in Section 5 of the Standard Specifications.

## **6. CONTROL OF MATERIALS**

Reference is made to the provisions in Section 6 of the Standard Specifications.

## **7. LEGAL RELATIONS AND RESPONSIBILITY**

Reference is made to the provisions in Section 7 of the Standard Specifications and the following provisions.

In connection with laws to be observed and the responsibility of the Contractor, attention is directed to Section 7 of the Standard Specifications, and to the laws therein referred to, all of which are applicable to this contract. The provisions in Section 1777.5 of the Labor Code concerning employment of apprentices are applicable to this contract.

## **7. LEGAL RELATIONS AND RESPONSIBILITY (Continued)**

**(1) Cooperation.**--Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

**(2) Payment of Taxes.**--The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the County of Butte, as to any tax on labor, services, materials, transportation or any other items furnished pursuant to this contract.

**(3) Relief from Responsibility.**--Whenever a section of surfacing, pavement, or deck of a structure has been completed and if ordered by the Engineer to be opened for use by public traffic as provided in Section 7-1.08, "Public Convenience," of the Standard Specifications, the Contractor will be relieved of any responsibility for injury or damage to said completed sections of the work resulting from use by public traffic, but not from injury or damage resulting from his operations or negligence, nor will he be relieved of responsibility for cleanup and finishing operations.

**(4) Prevailing Wages.**--The Wage Scale ascertained by the Board of Supervisors pursuant to Section 1770 of the Labor Code and applicable to the work to be done will be as specified in the Notice to Contractors of these documents.

In case it becomes necessary for the Contractor or any subcontractor to employ, on the work under this contract, any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Director of Public Works who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

## **8. INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless the County of Butte, its officers, officials, employees and volunteers from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

## **9. INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other requirements as described in Attachment I to this agreement.

## **9. INSURANCE REQUIREMENTS (Continued)**

### **ATTACHMENT 1**

#### **Insurance Requirements for County Public Work's Projects**

##### **A. Minimum Limits of Insurance**

###### **1.) General Liability:**

a) A commercial general liability insurance policy of at least **\$1,000,000** combined single limit per occurrence for bodily injury, personal injury, and property damage, including a general aggregate of at least **\$2,000,000**, and at least a **\$2,000,000** aggregate for products-completed operations. A minimum of 50% of each of the aggregate limits must remain available at all times. The Contractor or Contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

b) An umbrella or excess policy of at least **\$5,000,000** for projects estimated to cost less than \$25 million. For projects estimated to cost more than \$25 million, an umbrella or excess policy of at least **\$15 million**.

**2.) Automobile Liability:** At least **\$1,000,000** combined single limit per accident for bodily injury and property damage for autos used by the Contractor to fulfill the requirements of this agreement. Coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.

**3.) Workers' Compensation and Employer Liability:** Workers' Compensation insurance and Employer Liability insurance each with policy limits of at least **\$1,000,000** per occurrence.

**4.) Professional Liability (For professional services contracts only):** This type of insurance is required only when the County is contracting for services of an accountant, attorney, physician, architect, engineer or similarly trained professionals. Professional Liability Insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence. If coverage is written on a claim made basis, the Contractor agrees to purchase an extended reporting provision for at least two years.

##### **B. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

##### **C. Other Insurance Provisions**

The following policies shall contain or be endorsed to contain the following provisions:

## **9. INSURANCE REQUIREMENTS (Continued)**

### **1.) General Liability and Automobile Liability Insurance policies shall be endorsed to state:**

a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

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

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

**2.) Cancellation of Policies:** Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

### **D. Acceptability of Insurers**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the Contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best's rating of at least A: VIII. (For Best's ratings go to <http://www.ambest.com/>)

### **E. Verification of Coverage**

Contractor shall furnish the County certificates of insurance and original endorsements effecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

### **F. Subcontractors**

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including

## **9. INSURANCE REQUIREMENTS (Continued)**

providing the County certificates of insurance and endorsements before beginning work under this contract.

### **END ATTACHMENT 1**

## **10. PROSECUTION AND PROGRESS**

Reference is made to the provisions in Section 8 of the Standard Specifications and the following provisions:

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of days specified.

A working day is hereby defined as any day except Saturdays, Sundays and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations; on which the Contractor is not prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least five hours toward completion of such operation or operations.

The current controlling operation or operations as used in the above paragraph is/are to be construed to include any feature of the work considered at the time by the Engineer and the Contractor, which if delayed, will delay the time of completion of the contract.

Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather or the condition of the roadway prevents the work from beginning at the usual starting time, and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least five hours toward completion of such operation or operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

Upon the submission of satisfactory proof to the Engineer by the Contractor, shortage of material will be acceptable as grounds for increasing the number of working days. In order that such proof may be satisfactory and acceptable to the Engineer, there must be a showing that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed work. It shall be within the authority of the Engineer to decide whether or not an increase in the number of working days will be granted and his decision shall be final and conclusive on both parties to the contract, and if such increase is granted, the Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during such increase. Only the physical shortage of material will be considered under these provisions as a cause for extension of time and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities.

## **10. PROSECUTION AND PROGRESS (Continued)**

Determination of each non-working day, except Saturdays, Sundays and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations, shall be made and agreed upon during such day by conference between the Engineer and the Contractor and in the event of failure to agree, the Contractor will be allowed 15 days in which to file a written protest setting forth in what respects he differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract and the number of working days remaining to complete the contract and the extended date for completion thereof.

**(1) Time of Completion.**--The Contractor shall begin work within 15 calendar days after receiving notice that the contract has been signed by the Director of Public Works or the person authorized by the Board of Supervisors to sign the contract and shall diligently prosecute the same to completion in the allotted time as set forth in Section A of these special provisions.

**(2) Liquidated Damages.**--It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these special provisions, damage will be sustained by the County of Butte, and that it is and will be difficult and impossible to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefor agreed that the Contractor shall pay the County the sum of Five Hundred Dollars (\$500) per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under this contract.

Neither the contract, nor any monies due or to become due under the contract, may be assigned by the Contractor without the prior consent and approval of the Board of Supervisors, nor in any event without the consent of the Contractor's surety or sureties unless such surety or sureties have waived their right to notice or assignment.

Unless otherwise notified in writing by the Engineer, the successful bidder shall furnish to the Engineer a progress schedule to show the time proposed for prosecution of the major divisions of work and his proposed sequence of operations.

## **11. MEASUREMENT AND PAYMENT**

Reference is made to the provisions in Section 9 of the Standard Specifications and the following provisions:

**(1)** The County may withhold from any estimate due the Contractor, a sum sufficient to protect the County from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of the Contractor to make payments properly to subcontractors or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.

## 11. MEASUREMENT AND PAYMENT (Continued)

The County Auditor will make payments of the balance not retained or withheld on the following regular day for payment of County bills.

**(2) Partial Payment.**--The Engineer, once each month, shall cause an estimate in writing to be made of the total amount of work done, conforming to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications.

**(3) Final Payment.**--Upon satisfactory completion of the work, the Engineer shall recommend the acceptance of the work to the Board of Supervisors. Upon acceptance of the completed work by the Board of Supervisors, the said Board shall cause to be filed and recorded in the records of the County Recorder a Notice of Completion.

Thirty-five (35) days after the recording of the Notice of Completion the Contractor shall be entitled to the balance due for the completion and acceptance of the work, provided that all claims for labor and materials have been paid, and that no claim shall have been filed with the County based upon acts or omissions of the Contractor, and that no liens or withhold notices shall have been filed against said work or the property on which the work was done.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefore.

## **SECTION C - GENERAL**

### **1. LABOR NONDISCRIMINATION**

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

### **2. PAYMENTS**

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

### **3. PAYROLL RECORDS**

Payroll records shall conform to the provisions outlined in Section 7-1.01A (3), "Payroll Records," of the Standard Specifications and these special provisions.

### **4. PERFORMANCE OF SUBCONTRACTORS**

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

### **5. SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section B, Item 2, " Proposal Requirements and Conditions," elsewhere in these special provisions.

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

<http://www.dir.ca.gov/DLSE/Debar.html>

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, states that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price.

### **PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

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.

### **PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. The Contractor or deficient subcontract performance or noncompliance by a subcontractor shall not construe this requirement 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.

### **6. AIR POLLUTION CONTROL**

Air pollution control shall conform to the provisions in Section 7-1.01F, "Air Pollution Control," of the Standard Specifications and the Butte County Air Quality Management District (AQMD) Permit No. NRL-01-01 for the site. The AQMD permit has been attached to these specifications.

### **7. PAYMENT OF WITHHELD FUNDS**

The second paragraph of Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is amended to read:

Upon the Contractor's request, pursuant to Public Contract Code Section 22300, the Department will make payment of funds withheld from progress payments to ensure performance of the contract. Should the Contractor elect to deposit in escrow with either the Butte County Treasurer or with a bank acceptable to the Department, securities equivalent to the amount withheld, the Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

### **8. STOP NOTICE WITHHOLDS**

Butte County may withhold payments to cover claims filed pursuant to Section 3179 of the Civil Code.

### **9. PERFORMANCE FAILURE WITHHOLDS**

During each estimate period the Contractor fails to comply with a part, including submittal of a document as specified, the County withholds a part of the progress payment. The documents include quality control plans, schedules, traffic control plans, as-built plans and water pollution control submittals.

## **9. PERFORMANCE FAILURE WITHHOLDS (continued)**

For 1 performance failure, the County withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the County withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

The County returns performance failure withholds in the progress payment following the correction of noncompliance.

## **10. PENALTY WITHHOLDS**

Penalties include fines and damages that are proposed, assessed, or levied against the Contractor or the County by a governmental agency or citizen lawsuit. Penalties are also payments made or costs incurred in settling alleged permit violations of Federal, State, or local laws, regulations, or requirements. The cost incurred may include the amount spent for mitigation or correcting a violation.

If Contractor or the County is assessed a penalty, the County may withhold the penalty amount until the penalty disposition has been resolved. The County may withhold penalty funds and notify you within 15 days of the withhold. If the penalty amount is less than the amount being withheld from progress payments for retentions, the County will not withhold the penalty amount.

Instead of the withhold, you may provide a bond payable to the County of Butte equal to the highest estimated liability for any disputed penalties proposed.

## **11. NOTICE OF POTENTIAL CLAIM**

Notices of potential claims shall conform to the provisions outlined in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions.

## **12. FINAL PAYMENT AND CLAIMS**

Final payments and claims shall be done in accordance with the provisions outlined in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these special provisions.

## SECTION D – CONSTRUCTION DETAILS

### 1. MATERIALS

Attention is directed to Section 6, “Control of Materials,” of the Standard Specifications and these special provisions.

The Contractor shall furnish all materials required to complete the work under this contract.

### 2. ORDER OF WORK

Attention is directed to the provisions in Section 5-1.05, “Order of Work,” of the Standard Specifications and these special provisions.

It shall be the Contractors responsibility to insure compliance to the required dimensions and elevations outlined on the Plans and of these special provisions.

### 3. SCHEDULE

The Contractor shall provide a work schedule prior to work beginning. The schedule shall indicate a start date and anticipated completion date.

### MEASUREMENT AND PAYMENT

Full compensation for furnishing the schedule will be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

### 4. EXISTING LANDFILL FACILITIES

Existing environmental systems are present at Neal Road Landfill. Groundwater monitoring wells, above ground LCRS piping and lysimeters are shown on the PLANS. **The environmental systems must not be damaged by the CONTRACTOR’S operations and must be accessible at all times.** Should the Contractor damage any of the existing facilities, they will be repaired and/or replaced immediately, any costs for repair and/or replacement shall be borne by the Contractor. The CONTRACTOR shall coordinate and obtain approval for the movement, replacement, installation, or decommissioning of any part of the environmental monitoring system with the County.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

<u>NOTIFICATION CENTER</u>	<u>TELEPHONE</u>
Underground Service Alert Northern California (USA)	1-800-227-2600 1-800-642-2444

## **5. MAINTAINING TRAFFIC**

The landfill operating hours are from 7:00 A.M. to 4:00 P.M. daily except for the following holidays; New Years, Easter, 4<sup>th</sup> of July, Thanksgiving, and Christmas. Public traffic can be expected during these hours. It is anticipated that at one compliance well location, traffic will be encountered.

Attention is directed to Sections 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

The Contractor, at his own expense, shall furnish, erect and maintain within or adjacent to the limits of work, such construction supplemental warning and directional signs, lights and/or barricades as ordered by the Engineer.

In lieu of payment as extra work as specified in Section 7-1.08, "Public Convenience," the cost of furnishing, installing, maintaining, and removing signs and sign covers, the cost of accommodating landfill traffic prior to commencing and during construction operations, the cost of furnishing flagmen, installing and maintaining lights, flares, barricades and other facilities for the safety, sole convenience and direction of the landfill traffic through and around the work area, all as determined by the Engineer shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed therefore.

In lieu of Section 12-2.02, "Flagging Costs," the cost of furnishing all flagmen and guards to provide for passage of public traffic through the work under the provisions in Section 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety," shall be considered as included in the contract prices paid for the various items of work and no partial separate payment will be allowed therefore.

## **6. SAFETY**

Site Health and Safety Plan: The work at the landfill is within a zone of potential landfill leachate and landfill gas migration. The Contractor is responsible for site health and safety for his employees. The county will make available to the selected Contractor all relevant laboratory analysis of landfill gas and landfill leachate recorded at the site upon request. Within 15 days of starting work, the Contractor shall prepare a Site Health and Safety Plan, and provide a copy of this Plan to the County for informational purposes only. The Site Health and Safety Plan shall be prepared in accordance with applicable provisions of OSHA regulations 29 CFR 1910.120 and 1926, and "A Compilation of Landfill Gas Field Practices and Procedures", prepared by SWANA Landfill Gas Division, dated March 1992. Submittal of a Site Health and Safety Plan shall be considered as included various items of work and no separate payment will be made therefore.

## **7. MOBILIZATION/DEMobilIZATION**

Mobilization shall consist of preparatory work and operations, but shall not be limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices and other facilities for work on the project. Mobilization shall also include moving of equipment, buildings, supplies and incidentals off of the project site at the completion of

each phase of work or termination of this contract. Materials shall consist of construction materials, equipment, buildings, and tools transported to the project site in order to perform the contract work.

## **MEASUREMENT AND PAYMENT**

No separate measurement and payment will be made for mobilization. Costs shall be included in Landfill Gas Compliance Wells.

### **8. SURVEYING**

The County will provide survey stakes and bench marks for the locations of the wells as shown on the Plans. Upon completion of the work the County shall provide the Contractor with coordinate data for use in preparing the Installation Report.

### **9. LANDFILL GAS COMPLIANCE WELLS**

The work described in this section consists of furnishing all labor, materials, and equipment necessary to bore, log, install, test, and make ready multilevel landfill gas (LFG) compliance wells at the locations shown on the PLANS and specified herein.

#### **(1) SUBMITTALS**

The following data or Shop Drawings shall be submitted to the ENGINEER for approval 15-days before the anticipated installation date:

##### **A. Solid and slotted PVC pipes:**

- 1) Catalog information confirming the pipes and fitting conform to the requirement of the Specifications

##### **B. PVC Cock Valves:**

- 1) Complete specifications, descriptive drawings and catalog cuts.
- 2) Manufacturer's warranty

##### **C. Sieve analysis for sand.**

##### **D. Bentonite data.**

##### **E. Well monument:**

- 1) Complete specifications, descriptive drawings and catalog cuts.

## **(2) MATERIALS**

### **A. PVC PIPE**

- 1) Except where noted, all LFG pipes and fittings shall be Schedule 80 polyvinyl chloride (PVC).
- 2) Pipe and fittings shall be manufactured from a PVC compound which meets the requirements of Type 1, Grade 1 PVC, as outlined in ASTM D1784. A Type 1, Grade 1 compound is characterized as having the highest requirements for mechanical properties and chemical resistance.
- 3) The compound from which pipe is produced shall have a design stress rating of 2,000 psi at 73 degrees Fahrenheit, as listed by the Plastic Pipe Institute (PPI).
- 4) Pipe shall conform to the requirements of ASTM D1785. Pipe shall be homogeneous throughout and shall be free from cracks, holes, foreign inclusions, and other defects.
- 5) Pipe and fittings shall be manufactured from materials approved by the National Sanitation Foundation (NSF).
- 6) Fittings shall conform to the requirements of ASTM D2464 for threaded type.
- 7) The pipe shall be flush threaded to allow joining of pipe sections.
- 8) All pipe and fittings shall be manufactured by CertainTeed, Carlon, National Pipe Company, or approved equal.
- 9) The pipe where shown will be slotted, 0.020 inch.

### **B. VALVES**

- 1) PVC Cock Valves. Gas and pressure sampling valves shall be 1/4-inch PVC cock valves. Valve seats and seals shall be EPDM. Valves shall have 1/2-inch MPT on one end and 1/4-inch hose barb connection on the other end. Valves shall be as manufactured by Chemtrol, Asahi/America, or approved equal.

### **C. SAND**

- 1) Monterey Sand #3 shall be used for backfilling annular space around the slotted well casing as shown on the Plans.

### **D. BENTONITE**

- 1) The bentonite material shall be granular bentonite and shall be Benseal as manufactured by Baroid Drilling Fluids, Inc. of Houston, Texas, Crumbles 8 Mesh as manufactured by Colloid Environmental Technologies Company (CETCO), Enviroplug No. 8 as manufactured by Wyoben, or approved equal.

## **E. WELLHEADS**

- 1) Multilevel LFG compliance wells shall be constructed as shown on the PLANS and as specified herein.
- 2) The multilevel wellheads shall be suitable for sampling LFG contained in soil and shall incorporate built-in features, including the following:
  - a. Fittings:
    1. All PVC fittings shall be Schedule 80 threaded fittings. Adapters shall be Schedule 80 PVC.
    2. A ¼-inch hose barb fitting shall terminate the top of the well and shall be constructed of polypropylene, or chrome plated brass.
  - b. Lab Cock Valve Ports:
    1. Lab cock valve ports shall be positive sealing and shall be constructed of polypropylene, or chrome-plated brass.

## **F. IDENTIFICATION TAGS**

- 1) Identification tags shall be round 1-1/4-inch diameter by 1/16-inch thick, with ¼-inch diameter attachment hole. The tag will identify the well number and depth. A corrosion resistant attachment wire will be supplied by the Contractor.

## **G. WELLHEAD MONUMENTS**

- 1) Wellhead monuments shall be constructed as shown on the Plans. The monument and cover lid shall be painted bright yellow.
- 2) An alternative monitoring well monument, Series 1200 as produced by Real Environmental Products may be substituted. Monuments shall be designed with a locking lid. The County will supply locks.

## **(3) WELL CONSTRUCTION**

### **A. GENERAL**

1. Materials delivery, storage, and handling:
  - a. All PVC blank casing and slotted casing supplied under this PLANS shall be shipped, stored, and handled in accordance with the recommendations of the Manufacturer.

2. Material Inspection:
  - a. Prior to well installation, all PVC pipes, fittings, slotted casing, valves, gravel, and bentonite shall be inspected by the CONTRACTOR in the presence of the ENGINEER for conformance with the standards and specifications.
  - b. All materials not meeting the requirements of the applicable specifications shall be rejected.

**B. BOREHOLE DRILLING**

1. The CONTRACTOR shall obtain the necessary drilling and compliance well permits required by the Butte County Division of Environmental Health and shall contact USA for clearance of each drill site of underground utilities.
2. The County shall stake out locations for the wells as shown on the PLANS, prior to beginning drilling. Well locations may be adjusted prior to beginning drilling upon written request by the CONTRACTOR to suit site conditions subject to approval by the ENGINEER. The County shall survey in the final locations and elevations of the wells for use in the preparation of the Installation Report.
3. The CONTRACTOR shall employ a California licensed (C-57) driller with the capability to drill and install the landfill gas compliance wells to the depths shown on the Plans.
4. The CONTRACTOR shall employ a geologist or geotechnical engineer to log the borings during drilling. Soils shall be described using the ASTM Designation: D2488-84 method for visual classification, Standard Practice for Description and Identification of Soils (Visual Manual Procedure), which is incorporated by reference. Rock units shall be described in a manner appropriate for geologic investigation.
5. CONTRACTOR shall coordinate the start of drilling with the ENGINEER.
6. Boreholes shall be of diameter as shown on the PLANS.
7. Drilling shall continue in each borehole to the depths as indicated on the PLANS. It is intent of these specifications that the compliance well shall be drilled to the maximum depth of refuse.
8. In the event that a borehole must be abandoned, the CONTRACTOR shall plug and abandon the hole from the bottom to within 5 feet of the surface using sand/bentonite mixture (5 pounds of bentonite per cubic foot of soil) and from 5 feet to the surface using a cement grout or graded bentonite plugging material, in a manner approved by the ENGINEER. The ENGINEER will determine the need for abandonment. The CONTRACTOR will be paid for the time and materials expended in plugging the abandoned borehole, provided that the abandonment is not due to the CONTRACTOR's negligence, carelessness, or defective equipment.

9. On completion of the drilling operation and before commencement of well casing installation, the CONTRACTOR shall place a working platform, made from either steel or wood, over the borehole. The platform shall be of sufficient size and structural strength to support expected loads during well installation and to prevent the introduction of dirt and debris into the boring. Platform size shall be such that all the edges rest on the undisturbed ground at least 3 feet from the edge of the borehole, which will give workers sufficient time to get away from the borehole in the event of a well cave-in.

**C. PVC CASING PLACEMENT:**

1. The Contractor shall employ a geologist or geotechnical engineer to observe and document the construction of the well. The blank and slotted casing shall be installed straight and plumb in the center of the borehole at the depths shown on the PLANS. During installation, a cap shall be placed over the top of the casing to prevent introduction of dirt and debris. If the pipe is installed out of plumb, the CONTRACTOR shall correct the alignment at his own expense.

**D. GRAVEL PLACEMENT:**

1. The annular space surrounding the slotted well casing shall be filled with specified filter pack of clean Monterey Sand #3 backfill to an elevation above the top of the slotted casing, as indicated on the PLANS.

**E. BENTONITE PLUG PLACEMENT:**

1. Bentonite plugs shall be placed from the bottom to the top of the plug level as shown on the PLANS. Bentonite plugs shall be of thickness as shown.
2. The consistency, method of mixing, and placement of the bentonite plug shall be submitted to the ENGINEER for his review and approval prior to placing of the bentonite plug. The CONTRACTOR will not be allowed to install the bentonite plug prior to written approval of the consistency, method of mixing, and placement of the plug. No method will be permitted that does not force bentonite plug from the bottom of the plug to the top. The CONTRACTOR shall contact the manufacturer for his recommendations regarding method of mixing and placement of bentonite plug. The following is one method CONTRACTOR may adopt for bentonite plug placement:

After placing the filter pack in the borehole to an elevation of 0.5 foot above the slotted casing, the CONTRACTOR shall place the bentonite plug of the thickness shown on the PLANS. He shall then pour Benseal bentonite and water simultaneously (through a hose pipe lowered to the bottom elevation of the plug and pulled slowly upwards as bentonite is being poured in the borehole) into the hole in a systematic way to achieve a uniform plug. A minimum of three 50-lb bags of Benseal will be required to construct 5 foot thick bentonite plug in a borehole of 10-inch diameter. The amount of water necessary to be poured into the borehole will be as recommended by the bentonite manufacturer or by predetermining through experimenting with a small quantity of bentonite the actual amount of water required to achieve a good thick mud

consistency mixture. When the bentonite plug has reached the specified thickness, more water shall be poured on top of the plug and adequate hydration time will be allowed before any additional operations commences. A minimum hydration time for bentonite seal shall be 20 minutes or as recommended by the manufacturer.

3. No backfilling operations shall be permitted until the bentonite has hydrated. Hydration time for bentonite plug is a minimum 20 minutes or as recommended by the manufacturer.

**F. WELLHEAD (MULTILEVEL):**

1. The CONTRACTOR shall install wellheads as shown on the PLANS.
2. All joints and fittings in the wellhead assembly shall be made airtight.
3. CONTRACTOR shall repair any damage to wellheads as a result of construction operations, at CONTRACTOR's sole expense.

**G. WELLHEAD MONUMENTS:**

1. The CONTRACTOR shall install wellhead monuments as shown on the PLANS.

**H. DISPOSAL OF CUTTINGS**

1. The CONTRACTOR will not be allowed to dispose cuttings from the boreholes and other generated refuse on the site. The CONTRACTOR shall dispose of all such materials to active face of the landfill. No tipping fees shall be paid by the CONTRACTOR.

**I. CONTROL OF BOREHOLE EMISSION**

1. CONTRACTOR shall monitor and control emissions from boreholes in accordance with these Specifications. It is expected that combustible gas containing trace toxic constituents will vent from boreholes. It shall be CONTRACTOR's sole responsibility to control emissions in such a manner as to safely construct the wells, prevent violation of all applicable air quality regulations, and prevent worker exposure.

**(4) MEASUREMENT AND PAYMENT**

**A. MEASUREMENT**

1. Landfill Gas Compliance Wells (Bid Item 1) Measurement for the LFG Compliance Wells Lump Sum (LS).

## **B. PAYMENT**

1. Landfill Gas Compliance Wells (Bid Item 1) Payment will be by the Lump Sum (LS) installed. Payment includes all costs to furnish and install the 10-inch boring, 3/4-inch PVC casing and screen, well heads, and monuments. Payment shall include full compensation for labor, equipment, materials, tools and incidentals and for all work involved in conforming to the requirements of this section and no additional payment will be made therefore.

## **10. INSTALLATION REPORT**

The work described in this section consists of furnishing an installation report upon completion of all work.

### **(1) SUBMITTALS**

At a minimum the following shall be included in the Installation Report:

- A. Boring Logs.
- B. Well completion logs.
- C. Well construction permits.
- D. Well construction narration and signature page.

### **(2) MEASUREMENT AND PAYMENT**

No separate measurement and payment will be made for the Installation Report. Costs shall be included in Landfill Gas Compliance Wells.

**Landfill Gas Compliance Well Installation  
at the Neal Road Sanitary Landfill  
County Project No. 757-75713**

**(PROPOSAL VOID IF DETACHED)**

**PROPOSAL TO THE DEPARTMENT OF PUBLIC WORKS  
COUNTY OF BUTTE  
FOR  
LANDFILL GAS COMPLIANCE WELL INSTALLATION  
AT THE  
NEAL ROAD SANITARY LANDFILL**

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

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

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

Telephone No.: \_\_\_\_\_

To the Department of Public Works of Butte County:

The work to be done and referred to herein is in the County of Butte, State of California, at the Neal Road Sanitary Landfill and shall be constructed in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the State of California Department of Transportation Standard Plans and Standard Specifications, both dated May 2006, the "Labor Surcharge and Equipment Rental Rates" in effect on the date the work is accomplished and the "General Prevailing Wage Rates" of the Department of Industrial Relations.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, plans and specifications, and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Butte 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 prescribed, and according to the requirements of the Engineer as therein set forth and that he will take in full payment therefor an amount based on the unit prices specified hereinbelow for the various items of work, the total value of said work as estimated herein being

\$ \_\_\_\_\_ and the following being unit prices bid to wit:  
(Insert Total From PF-2)

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price In Figures	Total In Figures
1	Landfill Gas Compliance Well Installation	LS	1		
	<b>(SHOW TOTAL ON PAGE PF-1)</b>	<b>TOTAL</b>			

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, unintelligible, uncertain for any cause, is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail. The "Total" column shall then be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

As to lump sum items, the amount set forth in the "Total" column shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Department of Public Works, within eight days, not including Sundays and legal holidays, after the bidder has received notice from the Engineer that the contract has been awarded, the Department of Public Works 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 Butte.

**(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF THIS PROPOSAL)**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

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

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

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.07(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other 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 shall list the name and address of each subcontractor, required to be listed by the provisions in Section, "Subcontracting," of the special provisions, to which the Bidder proposes to subcontract portions of the work.

### **LIST OF SUBCONTRACTORS**

<u>Name and Address</u>	<u>Description of portion of work subcontracted</u>
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**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:

**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 the law or a safety regulation?

Yes \_\_\_\_\_

No \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT  
(Title 23, United States Code Section 112)**

**To the County of Butte, Department of Public Works**

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

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with **Public Contract Code Section 10232**, the Contractor, hereby states under penalty of perjury, that no more than one final appealable 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.

Note: The Equal Employment Opportunity Certification on page PF-4, the above Statement, the Questionnaire on page PF-6, and the Non-Collusion Affidavit are part of the proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Equal Employment Opportunity Certification, this Statement, Questionnaire, and Non-Collusion Affidavit.

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

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

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

**Landfill Gas Compliance Well Installation  
at the Neal Road Sanitary Landfill  
County Project No. 757-75713**

**COUNTY OF BUTTE  
STATE OF CALIFORNIA**

**DEPARTMENT OF PUBLIC WORKS**

**CONTRACT**

**FOR THE  
LANDFILL GAS COMPLIANCE WELL INSTALLATION  
AT THE  
NEAL ROAD SANITARY LANDFILL**

**THIS AGREEMENT**, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Nine, between the County of Butte, party of the first part and **CONTRACTOR'S NAME**, Contractor, party of the second part.

**ARTICLE I.**--Witnesseth, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Public Works, for the Excavation of Module 4, Phase D at the Neal Road Sanitary Landfill, all in accordance with the special provisions, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Standard Plans of the State of California, Department of Transportation for Construction, dated May 2006, Section 1777.5 of the Labor Code concerning employment of apprenticed, the "Labor Surcharge and Equipment Rental Rates" in effect on the date the work is accomplished and the "General Prevailing Wage Rates" of the State of California, Department of Industrial Relations, which said special provisions, standard plans, standard specifications, labor surcharge, equipment rental rates and wage rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled: "**County of Butte, Department of Public Works, Landfill Gas Compliance Well Installation; County Project Number 757-75713,**" and which set of plans is hereby made a part of this contract.

**ARTICLE II.**--And the said 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 agreement; 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 Butte 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:

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price In Figures	Total In Figures
1	Landfill Gas Compliance Well Installation	LS	1		
		<b>TOTAL</b>			

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

**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 Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

**ARTICLE VI.**----The statement of prevailing wages appearing in the General Prevailing Wage Rates, the labor surcharge and Equipment Rental Rates is hereby specifically referred to and by this reference is 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 said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

**ATTEST:** Clerk of the Board

**COUNTY OF BUTTE**

\_\_\_\_\_  
Clerk/Deputy

\_\_\_\_\_  
Chair, Board of Supervisors

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

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

**APPROVED AS TO FISCAL AND  
BUDGETARY CONTROL**

\_\_\_\_\_  
Auditor-Controller,  
Butte County

\_\_\_\_\_  
Director of Public Works  
RCE C41977 (Lic. Expires 3/31/2010)

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
County Counsel

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

**CONTRACTOR**

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

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

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