

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: _____
 Dept. Contact: Transportation
 Phone: Tim Prudhel
 Department Head: x5974
 Signature: J. C. Prudhel 0812-08
 Tim C. Prudhel
 Contract Services Officer

CONTRACTOR:

Name: Western Engineering Contractors, Inc.
 Address: 3171 Rippey Road Loomis, CA 95650
 Phone: 916-652-3990

2008 AUG 12 PM 1:59
 EL DORADO COUNTY COUNSEL
 David Belliver #

CONTRACTING DEPARTMENT: Transportation
 Service Requested: Construction Contract and Bonds
 Contract Term: 80 Working Days
 Compliance with Human Resources Requirements? Yes: X No: _____
 Compliance verified by: _____ **NA - Public Works**

Contract Amount: **\$1,007,001**

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Condt Disapproved: _____ Date: 8/14/08 By: Jush Bed
 Approved: _____ Disapproved: _____ Date: _____ By: _____

DOT to obtain Authority also that Haskell still has authority to sign as of Aug date of contract

additional signature authority has been received.
S. R. Ewert
8/19/08

Please forward to Risk Management upon approval.

Index Code: <u>305100</u>	User Code: <u>72366A</u>
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RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)
 Approved: Disapproved: _____ Date: 8/18/08 By: Costello
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
 HUMAN RESOURCES DEPT
 08 AUG 15 AM 11:38

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract)

Department(s): _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

CERTIFICATE OF AUTHORITY

I, THERESA CARROLL, the undersigned, do hereby certify that I am the Secretary of Western Engineering Contractors Inc., a California Corporation and that, as of JUNE 12, 2000 the Board of Directors of the Corporation by unanimous written consent duly adopted a resolution appointing JOHN HASKELL as VICE PRESIDENT of the Corporation.

I further certify that as of JUNE 30, 2001 the Board of Directors of the Corporation by unanimous consent adopted a resolution in which JOHN HASKELL in his capacity as VICE PRESIDENT, was authorized, directed and empowered to execute any contracts or amendments to contracts, bonds, and security instruments and any documents associated with those contracts, amendments, bonds or security instruments on behalf of the Corporation, and to affix its corporate seal thereto.

I do further certify that the above reference resolutions have not been amended nor revoked and are now in full force and effect.

Dated this 6TH day of AUGUST, 2008.

Theresa W. Carroll

Corporate Secretary

AFFIX CORPORATE SEAL

7/22/08

County of El Dorado, State of California
Department of Transportation

Contract No. 72366

“Cameron Park Drive/La Canada Drive Intersection Improvements”

THIS AGREEMENT (“Agreement”) approved by the Board of Supervisors this **22 day of July in the year of 2008**, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Department of Transportation thereof, the party of the first part hereinafter called "County," and **Western Engineering Contractors, Inc.**, party of the second part hereinafter called "Contractor."

RECITALS:

WHEREAS, County has caused the above-captioned project to be let to formal bidding process; and

WHEREAS, Contractor has duly submitted a bid response for the captioned project upon which County has awarded this Contract;

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

Article 1. THE WORK

The improvement contemplated in the performance of this Contract is an improvement over which the County shall exercise general supervision. The County, therefore, shall have the right to assume full and direct control over this Contract whenever the County, at its sole discretion, shall determine that its responsibility is so required.

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the County's Contract Documents entitled:

“Cameron Park Drive/La Canada Drive Intersection Improvements”

The project is located in El Dorado County near the intersection of La Canada Drive and Cameron Park Drive. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

Pavement widening for auxiliary lanes, including excavation and embankment; updating superelevation, cold plane asphalt concrete pavement, asphalt paving, striping and signage work, construct new asphalt concrete dikes; provide permanent erosion control; installing new drainage system, upgrading existing drainage systems and installing traffic signal lights. Other items or details not mentioned above that are required by the Plans, Standard Specifications, or the Special Provisions, shall be performed, constructed or installed.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, and the Noncollusion Affidavit; the Contract which includes this Agreement with all Exhibits thereto, the Performance Bond and Payment Bond; the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the Caltrans Standard Plans, dated May 2006, and Standard Specifications, dated May 2006, Amendments to the May 2006 Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Department of Industrial Relations to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

Article 3. COVENANTS AND CONTRACT PRICE

County hereby promises and agrees with Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents 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. County shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A.

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 4 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in Section 4 of the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with Section 4 of the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay County the sum of **One Thousand dollars (\$1,000.00) per day**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

Article 5. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the County, its officers, directors, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, its officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

Article 6. GUARANTEES

Contractor shall repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to County, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the Contract and for a period of one (1) year from the completion date stated in the Notice of Completion.

Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to Contractor's work performed under this Agreement at no expense to County during the term of this Agreement and for a period of one (1) year from the date stated in the Notice of Completion.

If a warranty or guarantee exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, or if a warranty or guarantee exceeding one (1) year is required elsewhere in these Contract Documents, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as guarantor of such equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition to, and not by way of limitation in any manner whatsoever to, the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of Contractor's failure to comply with the above mentioned conditions within ten (10) calendar days after being notified in writing by County, Contractor hereby authorizes County to proceed to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay all costs and charges therefore upon written demand.

Article 7. DISPUTES RESOLUTION

- a. **CONTINUE WORK DURING DISPUTE:** In the event of any dispute between County and Contractor, Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by County, and the dispute shall be resolved by a court of law after completion of the Work. However, all disputes must be submitted by Contractor in accordance with subsequent provisions of this Article.
- b. **COUNTY'S REVIEW OF CLAIM:** County shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the time stipulated in subsection "c" herein, render a written decision on the claim. A copy of the decision shall be furnished to Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of County shall be made final and conclusive except as is otherwise provided herein.
- c. **REQUIREMENTS FOR FILING A CLAIM:** For any claim subject to this Article, the following requirements apply: 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.
 1. For claims of less than fifty thousand dollars (\$50,000), County shall respond in writing to any claim within forty-five (45) days of the receipt of the claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims County may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of County and the claimant. County's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after the 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.
 2. For claims of fifty thousand dollars (\$50,000) or more, but less than or equal to three hundred seventy-five thousand dollars (\$375,000), County shall respond in writing to all written claims within sixty (60) days of the receipt of the claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims County may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of County and the claimant. County's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after the 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.
 3. If the claimant disputes County's written response, or if County fails to respond within the time prescribed, the claimant may so notify County, in writing, either within fifteen (15) days of County's response or within fifteen (15) days of County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for the settlement of the issues in dispute. Upon a demand, County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
 4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to 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 the purpose of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits a written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer conference.
- d. **CLAIMS EXEMPT FROM REVIEW:** The procedures and remedies provided in this Article 7 do not apply to:
 1. Any claims by the County.
 2. Any claims for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
 3. Any claim or dispute relating to stop payment requests or stop notices.

4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.
- e. **PROCEDURE TO RESOLVE CIVIL CLAIMS:** County and Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.
- f. **PAYMENT OF UNDISPUTED PORTION OF CLAIM:** Payment by County of undisputed portion of claim; interest on arbitration award or judgment:
 1. County shall pay such portion of a claim which is undisputed except as otherwise provided in the Contract.
 2. In any suit filed under Section 20104.4 of the Public Contract Code, County 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.
- g. **SUIT IN EL DORADO COUNTY ONLY:** Any litigation arising out of this Contract shall be brought in El Dorado County.

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree 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 pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

Article 9. TERMINATION BY COUNTY FOR CONVENIENCE

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean up of the site.

If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the project for termination.

Article 10. TERMINATION BY COUNTY FOR CAUSE

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (5) days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County.

If the Surety assumes any part of the Work, it shall take Contractor's place in all respects for that part and shall be paid by County for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

Article 11. WORKERS' COMPENSATION CERTIFICATION

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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

Signed:  Date JULY 24, 2008

Article 12. WARRANTY

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Article 13. RETAINAGE

The retainage from payments is set forth in Section "PAYMENT OF WITHHELD FUNDS" of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code.

Article 14. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the California Department of Transportation's principal office, and are available upon request.

In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

Article 15. BUSINESS LICENSE

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

Article 16. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Dave Spiegelberg, Senior Civil Engineer, Department of Transportation, or successor.

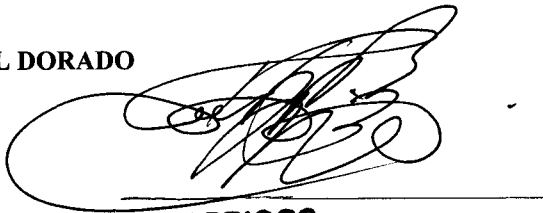
Article 17. AUTHORIZED SIGNATURES

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

IN WITNESS WHEREOF, the said Department of Transportation of the County of El Dorado, State of California, has caused this Agreement to be executed by the Board of Supervisors of the County, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

COUNTY OF EL DORADO

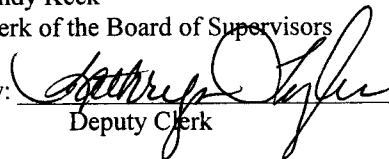
Dated 7/22/08



RON BRIGGS
Chair, Board of Supervisors
FIRST VICE-CHAIRMAN
Attest:

Cindy Keck
Clerk of the Board of Supervisors

Dated 7/22/08

By: 
Deputy Clerk

CONTRACTOR

Dated JULY 24, 2008

Western Engineering Contractors, Inc.
(Name of Company)

By 
Authorized Representative

440681
License No.

94-2901297
Federal Employer Identification No.

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that it is appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the Department prior to signing this document.

Mailing Address: **P.O. Box 1387**
Business Address: **3171 Rippey Road**
City, Zip: **Loomis, CA 95650**

Phone: 916-652-3990

Fax: 916-652-3995

END OF CONTRACT

EXHIBIT "A" - BID PRICE SCHEDULE

Cameron Park Drive / La Canada Drive Intersection Improvements

Contract No. 72366

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Temporary Fence (Type ESA)	LF	100	\$ 12.00	\$ 1,200.00
2	Prepare Storm Water Pollution Prevention Plan	LS	1	\$ 2,500.00	\$ 2,500.00
3	Prepare Dust Control Plan	LS	1	\$ 750.00	\$ 750.00
4	Construction Area Signs (S)	LS	1	\$ 1,500.00	\$ 1,500.00
5	Traffic Control System (S)	LS	1	\$ 33,000.00	\$ 33,000.00
6	Portable Changeable Message Sign (S)	DAYS	240	\$ 25.00	\$ 6,000.00
7	Remove Storm Drain Pipe	LF	121	\$ 30.00	\$ 3,630.00
8	Remove & Salvage Roadside Sign	EA	7	\$ 125.00	\$ 875.00
9	Relocate Roadside Sign (S)	EA	3	\$ 275.00	\$ 825.00
10	12" Plastic Pipeliner	LF	32	\$ 155.00	\$ 4,960.00
11	30" Plastic Pipeliner	LF	82	\$ 248.00	\$ 20,336.00
12	Cold Plane AC Pavement	SY	306	\$ 22.00	\$ 6,732.00
13	Remove Concrete (Curb, Gutter and Sidewalk)	CY	14	\$ 105.00	\$ 1,470.00
14	Clearing & Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00
15	Roadway Excavation (F)	CY	1150	\$ 33.00	\$ 37,950.00
16	Imported Borrow (F)	CY	1800	\$ 6.00	\$ 10,800.00
17	Erosion Control (Blanket)	SY	800	\$ 6.50	\$ 5,200.00
18	Erosion Control (Type D)	SY	2000	\$ 2.00	\$ 4,000.00
19	Class 2 Aggregate Base	CY	551	\$ 145.00	\$ 79,895.00
20	Asphalt Concrete (Type A)	TON	3192	\$ 100.00	\$ 319,200.00
21	Replace Asphalt Concrete Surfacing	CY	22	\$ 420.00	\$ 9,240.00
22	Roadside Sign -- Single Post (S)	EA	6	\$ 275.00	\$ 1,650.00
23	12" Plastic Pipe (Smooth Wall Interior)	LF	69	\$ 53.00	\$ 3,657.00
24	18" Plastic Pipe (Smooth Wall Interior)	LF	30	\$ 60.00	\$ 1,800.00

EXHIBIT "A" (Cont'd)

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
25	24" Plastic Pipe (Smooth Wall Interior)	LF	386	\$ 71.00	\$ 27,406.00
26	30" Plastic Pipe	LF	78	\$ 80.00	\$ 6,240.00
27	48" Corrugated Steel Pipe Inlet (0.109" Thick) (Type GMP, Modified)	EA	3	\$ 2,400.00	\$ 7,200.00
28	18" Steel Flared End Section	EA	1	\$ 400.00	\$ 400.00
29	24" Steel Flared End Section	EA	1	\$ 500.00	\$ 500.00
30	30" Steel Flared End Section	EA	1	\$ 1,000.00	\$ 1,000.00
31	Drainage Inlet (Type G0, w/24-12X Grate)	EA	5	\$ 2,600.00	\$ 13,000.00
32	48" Ø Storm Drain Manhole	EA	4	\$ 3,500.00	\$ 14,000.00
33	Rock Slope Protection (Facing)	CY	13	\$ 300.00	\$ 3,900.00
34	Minor Concrete (Overside Drain Channel Lining) (PCC Bowl)	CY	4	\$ 750.00	\$ 3,000.00
35	Minor Concrete (Type A2-6 Curb & Gutter)	CY	215	\$ 290.00	\$ 62,350.00
36	Minor Concrete (Valley Gutter & Driveways)	CY	21	\$ 260.00	\$ 5,460.00
37	Minor Concrete (Sidewalk)	CY	53	\$ 260.00	\$ 13,780.00
38	Minor Concrete (Curb Ramp, Type C)	CY	10	\$ 1,500.00	\$ 15,000.00
39	Delineator (Class 2) (S)	EA	14	\$ 50.00	\$ 700.00
40	Thermoplastic Markings (S)	SF	772	\$ 5.00	\$ 3,860.00
41	Thermoplastic Traffic Stripe (4" Sprayable) (S)	LF	6702	\$ 0.50	\$ 3,351.00
42	Thermoplastic Traffic Stripe (6" Sprayable) (S)	LF	2488	\$ 1.00	\$ 2,488.00
43	Thermoplastic Traffic Stripe (6" Broken Sprayable) (S)	LF	300	\$ 1.10	\$ 330.00
44	Thermoplastic Traffic Stripe (8" Sprayable) (S)	LF	880	\$ 1.50	\$ 1,320.00
45	Pavement Marker (Reflective, Type D & G) (S)	EA	217	\$ 8.00	\$ 1,736.00
46	Traffic Signal & Lighting (S)	LS	1	\$ 156,500.00	\$ 156,500.00
47	Signal Interconnect Conduit (S)	LF	1750	\$ 11.00	\$ 19,250.00
48	Mobilization	LS	1	\$ 72,060.00	\$ 72,060.00

MINUTES OF DIRECTORS MEETING
Western Engineering Contractors, Inc.

The regular meeting of the Board of Directors of Western Engineering Contractors, Inc. was held at 3171 Rippey Road, Loomis, CA on June 30, 2001.

There were present, Donald J. Carroll and Theresa Carroll, being all the Directors of Western Engineering Contractors, Inc..

Donald J. Carroll, President of the Corporation, acted as Chairman of the meeting, and Theresa Carroll, Secretary of the Corporation, acted as Secretary of the meeting.

Whereas all the Directors of Western Engineering Contractors, Inc. were present, upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that a notice of the meeting be waived.

The Chairman announced that a quorum of the Directors was present, and that the meeting, having been duly convened, was ready to proceed with its business.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the President of this Company is hereby authorized to borrow from Bank of American National Trust and Savings Association or American River Bank, for and in behalf of the company, a principal amount not to exceed \$4,000,000 plus any interest and fees, bearing interest at a rate not to exceed prime plus 1 1/2%, and is hereby authorized to sign any new or renewal note(s), and related documents, required to carry out the provisions of this resolution.

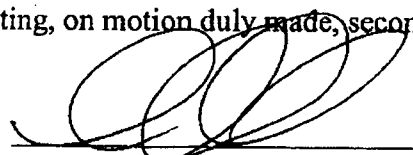
The Chairman discussed the need for new equipment during the upcoming year.

RESOLVED, that the President of this Company is hereby authorized to enter into agreements to purchase new or used equipment and trucks for an aggregate cost not exceeding \$1,000,000. The President is hereby authorized to sign any agreements and related documents, required to carry out the provisions of this resolution.

Finally, a discussion was held regarding corporate officers.

RESOLVED, that the President, Don J. Carroll, is authorized to sign all legal documents on behalf of the Company. The Vice President, John Haskell, is authorized to sign project construction contracts, change orders, subcontracts, bid bonds, purchase orders, mechanic's liens and related releases on behalf of the Company.

There being no further business before the meeting, on motion duly made, seconded and carried, it was adjourned.



Don J. Carroll, Chairman



Theresa Carroll, Secretary