



COMMUNITY DEVELOPMENT SERVICES

DEPARTMENT OF TRANSPORTATION

<http://www.edcgov.us/DOT/>

PLACERVILLE OFFICES:

MAIN OFFICE:
2850 Fairlane Court, Placerville, CA 95667
(530) 621-5900 / (530) 626-0387 Fax

CONSTRUCTION & MAINTENANCE:
2441 Headington Road, Placerville, CA 95667
(530) 642-4909 / (530) 642-0508 Fax

LAKE TAHOE OFFICES:

ENGINEERING:
924 B Emerald Bay Road, South Lake Tahoe, CA 96150
(530) 573-7900 / (530) 541-7049 Fax

MAINTENANCE:
1121 Shakori Drive, South Lake Tahoe, CA 96150
(530) 573-3180 / (530) 577-8402 Fax

DATE: January 22, 2019

TO: All Prospective Bidders

SUBJECT: **Addendum No. 1**
Diamond Springs Parkway – Phase 1A – SR- 49 Realignment Project, Contract No. 2720, CIP No. 72375

Submit proposals for this work with the understanding and full consideration of this Addendum. The revisions declared in this Addendum are essential parts of the Contract.

ITEM NO.	LOCATION, PAGE, OR DRAWING NO.	DESCRIPTION OF CHANGE
1.01	Cover	Bidders are instructed to replace the bid opening date of January 25, 2019 with February 7, 2019 on the cover sheet.
1.02	N-1 through N-5	Bidders are instructed to replace pages N-1 through N-5 with the attached N-1 REV through N-6 REV.
1.03	Plan sheet SW-1	Bidders are instructed to replace plan sheet SW-1 with the attached SW-1r plan sheet.
1.04	Plan Sheet U-1, U-2, U-3, and U-4	Bidders are instructed to replace plan sheets U-1, U-2, U-3, and U-4 with the attached U-1, U-2, U-3, and U-4 plan sheets.
1.05	C-1 through C-18.	Bidders are instructed to replace pages C-1 through C-18 with the attached C-1 REV through C-18 REV.
1.06	P-2 through P-10	Bidders are instructed to replace pages P-2 through P-10 with attached P-2 REV through P-10 REV.
1.07	SP-14	Bidders are instructed to replace page SP-14 with the attached SP-14 REV page.
1.08	AD-1 and AD-2	Bidders are instructed to delete Appendix D from the contract documents.

ITEM NO.	LOCATION, PAGE, OR DRAWING NO.	DESCRIPTION OF CHANGE				
1.09	SP-1	<p>Bidders are instructed to add the following to Section 1 of the Special Provisions:</p> <p style="text-align: center;">Add to section 1-1.01:</p> <p>Special Notice:</p> <p>This Project proposes a Base Bid (Schedule A) and an Additive Alternate Bid (Schedule B). This Contract contains special proposal conditions, bonding requirements and payment provisions specific to the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B).</p>				
1.10	SP-3	<p>Bidders are instructed to replace the following to Section 2 of the Special Provisions:</p> <p style="text-align: center;">Add between the 1st and 2nd paragraphs of section 2-1.06B:</p> <p>The Department makes the following supplemental project information available:</p> <p style="text-align: center;">Supplemental Project Information</p> <table border="1" data-bbox="711 1115 1520 1598"> <thead> <tr> <th data-bbox="711 1115 1073 1167">Means</th> <th data-bbox="1073 1115 1520 1167">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="711 1167 1073 1598">Available as specified in the <i>Notice to Bidders</i></td> <td data-bbox="1073 1167 1520 1598">Geotechnical Engineering Study, Supplemental Geotechnical Memorandum, Joint Trench Composite Drawings and Form B, Cross Sections, and Revised Standard Plans Geotechnical Engineering Study of Highway 49 & Fowler Lane April 1999</td> </tr> </tbody> </table>	Means	Description	Available as specified in the <i>Notice to Bidders</i>	Geotechnical Engineering Study, Supplemental Geotechnical Memorandum, Joint Trench Composite Drawings and Form B, Cross Sections, and Revised Standard Plans Geotechnical Engineering Study of Highway 49 & Fowler Lane April 1999
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1.11	SP-4	<p>Bidders are instructed to add the following to Section 2 of the Special Provisions:</p> <p style="text-align: center;">Replace section 2-1.06C of the RSS with:</p>				

ITEM NO.	LOCATION, PAGE, OR DRAWING NO.	DESCRIPTION OF CHANGE
		<p align="center">2-1.06C BASE BID AND ADDITIVE ALTERNATE BID</p> <p>Attention is directed to Section 3, "Contract Award and Execution" and Section 8 "Prosecution and Progress" of these Special Provisions. This project proposes a Base Bid (Schedule A) and an Additive Alternate Bid (Schedule B). Both Schedule A and Schedule B must be completed for the Bid to be considered responsible and responsive.</p>
1.12	SP-6	<p>Bidders are instructed to replace the following to Section 2 of the Special Provisions:</p> <p align="center">Replace the 1st paragraph of section 2-1.34 of the RSS with:</p> <p>Submit one of the following forms of bidder's security equal to at least 10 percent of the total amount of the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B).</p> <p>The security must be one of the following forms:</p> <ol style="list-style-type: none"> 1. Cash 2. Cashier's check 3. Certified check 4. Bidders bond signed by an authorized representative of a surety insurer who is licensed in California. The authorized representative's signature must be notarized and authorization documentation must be provided.
1.13	SP-7	<p>Bidders are instructed to replace the following to Section 3 of the Special Provisions:</p> <p align="center">Replace section 3-1.04 with:</p> <p align="center">County Board of Supervisors may award the work contained in the Base Bid (Schedule A), the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B), or reject all bids.</p> <p>County Board of Supervisors will consider bids for award. County reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of County. The award of the Contract, if it be awarded, will be to the lowest,</p>

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		<p>responsive, responsible Bidder who's Proposal complies with all the requirements prescribed. This award, if made, will be made within sixty (60) days after the opening of the bids. This period will be subject to extension as may be agreed upon in writing between the Department and the Bidder concerned. County will determine at the time of award to award the: Base Bid (Schedule A) work only, the Base Bid (Schedule A) work and the Additive Alternate Bid (Schedule B) work, or reject all bids.</p> <p>All bids will be compared on the basis of the Proposal Pay Items and Bid Price Schedule of the quantities of work to be done.</p> <p>The lowest, responsive, responsible bidder will be the Bidder submitting the lowest additive total of all the bid items in the Base Bid (Schedule A) and meeting all other requirements. In the event of a discrepancy between the unit price bid and the extended unit total as stated on the Proposal, the Department uses the amount bid for the unit price in calculating the additive total of the bid items for purposes of award, including revisions by Addenda, and as specified in the Proposal instructions.</p>
1.14	SP-7	<p>Bidders are instructed to replace the following to Section 3 of the Special Provisions:</p> <p style="text-align: center;">Replace section 3-1.05 with:</p> <p>3-1.05 CONTRACT BONDS (PUB CONT CODE § 7103)</p> <p>The successful Bidder must furnish two bonds:</p> <ol style="list-style-type: none"> 1) Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be in a sum not less than one hundred percent (100%) of the total amount of the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B) payable by the terms of the Contract, naming the County as obligee and the State of California as additional obligee. 2) Performance bond to guarantee faithful performance of the Contract. This bond must be in a sum not less than one hundred percent (100%) of the total amount of the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B) payable by the terms of the

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		<p>Contract, naming the County as obligee and the State of California as additional obligee.</p> <p>The Payment and Performance Bond forms are included with the Draft Agreement section of the Contract Documents book. The Department furnishes the successful Bidder bond forms with the Contract award package.</p>
1.15	SP-8	<p>Bidders are instructed to add the following to Section 3 of the Special Provisions:</p> <p style="text-align: center;">Add to the beginning of section 3-1.18:</p> <p>BASE BID (SCHEDULE A) AWARD</p> <p>If only the work contained in the Base Bid (Schedule A) is awarded, the Contract will only contain work included in Schedule A. The Notice of Award will state that only Schedule A work has been awarded.</p> <p>BASE BID (SCHEDULE A) AND ADDITIVE ALTERNATE BID (SCHEDULE B) AWARD</p> <p>If the work contained in the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B) is awarded, the Contract will contain all work included in Schedule A and Schedule B. The Notice of Award will state that Schedule A and Schedule B have been awarded.</p>
1.16	SP-25	<p>Bidders are instructed to add the following to Section 8 of the Special Provisions:</p> <p style="text-align: center;">Add to section 8-1.05:</p> <p>The Contract time is the same regardless if Additive Alternate Bid (Schedule B) work is awarded</p>
1.17	SP-25	<p>Bidders are instructed to add the following to Section 8 of the Special Provisions:</p> <p style="text-align: center;">Replace the 1st sentence of the paragraph added to the end of section 8-1.10B with:</p> <p>The Department will deduct damages of FIVE THOUSAND DOLLARS (\$5,000.00) per day for failure to open Lime Kiln Road to public through-traffic at the end of the closure period. Damages will not be deducted for delays caused by the utility company.</p>

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1.18	SP-28	<p>Bidders are instructed to replace the following Section of the Special Provisions:</p> <p style="text-align: center;">Replace the 2nd sentence of the 1st paragraph of section 10-1.02A with:</p> <p>The Department will deduct damages of FIVE THOUSAND DOLLARS (\$5,000.00) per day for failure to open Lime Kiln Road to public through-traffic at the end of the closure period. Damages will not be deducted for delays caused by the utility company.</p>
1.19	SP-39	<p>Bidders are instructed to replace the following Section of the Special Provisions:</p> <p style="text-align: center;">Replace the paragraph added to the end of section 13-1.04 with:</p> <p>Any other costs necessary for compliance with the Section 401 Water Quality Certification permit not covered elsewhere will be paid for under job site management.</p>
1.20	SP-42	<p>Bidders are instructed to remove Section 13-4.03C(3) of the Special Provisions</p>
1.21	SP-51	<p>Bidders are instructed to remove the 2nd sentence of the 2nd paragraph of section 19-2.01A of the Special Provisions</p>
1.22	SP-51	<p>Bidders are instructed to remove the following from the Special Provisions:</p> <p style="text-align: center;">“Add to 2nd paragraph in section 19-2.04:</p> <p style="text-align: center;">4. Stockpiling roadway excavation material in stockpile locations shown in Appendix D.”</p>
1.23	SP-51	<p>Bidders are instructed to add the following to the Special Provisions:</p> <p style="text-align: center;">Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:</p> <p>Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.</p> <p>Provide the Engineer with all documentation related to the proper disposal of surplus material, including disposal site location(s) and copies of any required environmental and/or grading permits.</p>


ITEM NO.	LOCATION, PAGE, OR DRAWING NO.	DESCRIPTION OF CHANGE						
1.24		<p>Bidders are instructed to add the following to Section 39 of the Special Provisions:</p> <p style="text-align: center;">Replace <i>Reserved</i> in section 39-2.02B(3) with:</p> <p>The grade of asphalt binder for Type A HMA must be PG 64-16.</p>						
1.25		<p>Bidders are instructed to add the following to Section 39 of the Special Provisions:</p> <p style="text-align: center;">Replace the table in the 1st paragraph of section 39-2.02C with:</p> <p style="text-align: center;">Aggregate Gradation Requirements</p> <table border="1" data-bbox="824 936 1466 1245"> <thead> <tr> <th data-bbox="824 936 1149 1037">Type A HMA lift thickness</th> <th data-bbox="1149 936 1466 1037">Gradation</th> </tr> </thead> <tbody> <tr> <td data-bbox="824 1037 1149 1142">0.15 to less than 0.20 foot</td> <td data-bbox="1149 1037 1466 1142">1/2 inch</td> </tr> <tr> <td data-bbox="824 1142 1149 1245">0.20 foot to 0.25 foot</td> <td data-bbox="1149 1142 1466 1245">3/4 inch</td> </tr> </tbody> </table>	Type A HMA lift thickness	Gradation	0.15 to less than 0.20 foot	1/2 inch	0.20 foot to 0.25 foot	3/4 inch
Type A HMA lift thickness	Gradation							
0.15 to less than 0.20 foot	1/2 inch							
0.20 foot to 0.25 foot	3/4 inch							
1.26		<p>Bidders are instructed to add the following to Section 39 of the Special Provisions:</p> <p style="text-align: center;">Replace the 3rd paragraph of section 39-2.02C with:</p> <p>The compacted lift thickness must not exceed 0.25 foot.</p>						
1.27	SP-61	<p>Bidders are instructed to add the following to Section 58 of the Special Provisions:</p> <p style="text-align: center;">Add to section 58-2.02B:</p> <p>The texture of the CMUs must be split face on both sides.</p>						

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1.28		<p>Bidders are instructed to add the following to Section 58 of the Special Provisions:</p> <p style="text-align: center;">Replace <i>Reserved</i> in section 58-2.04 with:</p> <p>Payment for mortar, grout, reinforcement, and expansion joint filler specific to the sound wall are included in the payment for sound wall (masonry block).</p>
1.29	SP-69	<p>Bidders are instructed to add the following to Section 87 of the Special Provisions:</p> <p style="text-align: center;">Replace the 1st paragraph of the RSS for section 87-1.01A with:</p> <p>Section 87 includes general specifications for constructing and installing electrical systems, including communication conduit.</p>
1.30	SP-69	<p>Bidders are instructed to add the following to Section 87 of the Special Provisions:</p> <p style="text-align: center;">Add to the 3rd paragraph of the RSS for section 87-1.03B(3)(a):</p> <p>For communication conduit, 4 inches of sand bedding may be placed over the conduit in lieu of minor concrete before placing additional backfill material.</p>
1.31	SP-69	<p>Bidders are instructed to add the following to Section 87 of the Special Provisions:</p> <p style="text-align: center;">Add to the RSS for section 87-1.03B(3)(a):</p> <p>Install communication conduit to a minimum depth of 30 inches at all locations.</p>
1.32		<p>Bidders are instructed to add the following to Section 87 of the Special Provisions:</p> <p style="text-align: center;">Replace the 1st paragraph of the RSS for section 87-1.03C(1) with:</p> <p>Install pull boxes no more than 200 feet apart, unless noted otherwise on the plans.</p>

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1.33		<p>Bidders are instructed to add the following to Section 87 of the Special Provisions:</p> <p style="text-align: center;">Replace <i>Not Used</i> in section 87-1.04 with:</p> <p>Payment for pull boxes and trench construction is included in the payment for communication conduit.</p>

Indicate receipt of this Addendum by filling in the number of this Addendum in the space provided on the signature page of the Proposal. Holders who have already mailed their Proposal can contact Jennifer Rimoldi at 530-621-7592 (email: jennifer.rimoldi@edcgov.us) to arrange return of their Proposal. Inform all suppliers and subcontractors as necessary.

The Community Development Services, Department of Transportation is only sending this addendum by posting on QuestCDN's website at: <https://www.questcdn.com/>. If you are not a Contract Documents holder, but request a set of documents to bid on this Project, you must comply with the requirements of this Addendum when submitting your bid.


 Recommended by:
 Matt Smeltzer, Deputy Director,
 Fairlane Engineering

1/22/19
 Date


 Approved by:
 Rafael Martinez, Director
 Department of Transportation

1/22/19
 Date

End of Addendum No. 1

**COUNTY OF EL DORADO, CALIFORNIA
COMMUNITY DEVELOPMENT SERVICES
DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the County of El Dorado, State of California, that sealed bids for Work in accordance with the Project Plans (Plans) and Contract Documents designated:

**DIAMOND SPRINGS PARKWAY - PHASE 1A - SR-49 REALIGNMENT
CIP No. 72375, Contract No. 2720**

Will be received by the County of El Dorado, Community Development Services, Department of Transportation at the front counter of 2850 Fairlane Court, Building C, Placerville, California, until **February 7, 2019 at 2:00 P.M.**, at which time bids will be publicly opened and read by the Department of Transportation.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids must be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the Department of Transportation through Quest Construction Data Network (Quest). **The Proposal including the Bidder's Security, Form 590, and Payee Data Record shall be submitted in a sealed envelope clearly marked:**

**"PROPOSAL FOR DIAMOND SPRINGS PARKWAY - PHASE 1A - SR-49 REALIGNMENT"
CIP No. 72375, Contract No. 2720
TO BE OPENED AT 2:00 P.M. ON February 7, 2019**

LOCATION/DESCRIPTION OF THE WORK: The Project is located along Highway 49, in the community of Diamond Springs, approximately 3 miles south of the City of Placerville in the County of El Dorado. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. The Project will be bid as a Base Bid (Schedule A) and Additive Alternate Bid (Schedule B) in accordance with the Proposal and Special Provisions.
- B. Base Bid (Schedule A) work to be performed includes realignment and widening of State Route 49 (SR-49) from the intersection of Pleasant Valley Road to 2,000 feet north of Lime Kiln Road/Black Rice Road. Roadway improvements on SR-49 include roadway excavation, HMA paving and dike, concrete curb, gutter, and sidewalk, signing and striping, permanent and temporary fence removal and construction, drainage improvements, signal modifications, retaining wall, and underground utility construction.
- C. Additive Alternate Bid (Schedule B) work to be performed includes installation of approximately 1,885 linear feet of trench and communication conduit, including pull boxes adjacent to State Route 49.
- D. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.
- E. Bids are required for the entire Work described herein, including Base Bid (Schedule A) and Additive Alternate Bid (Schedule B).
- F. The Contract time is TWO-HUNDRED FIFTY (250) WORKING DAYS, regardless if Additive Alternate Bid (Schedule B) work is awarded.
- G. For bonding purposes the total anticipated Project cost (Schedule A and B work) is less than \$9,265,000.
- H. A pre-bid meeting is scheduled for this Project on **January 16, 2019 at 2:00 P.M.** at the County of El

Diamond Springs Parkway – Phase 1A – SR-49 Realignment
CIP No. 72375, Contract No. 2720
December 18, 2018

County of El Dorado
Notice to Bidders
N-1 REV

Dorado Department of Transportation, 2441 Headington Road, Placerville, CA. The meeting will be held in the downstairs conference room. Attendance at the pre-bid meeting is not mandatory.

- I. This Project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.

OBTAINING OR VIEWING CONTRACT DOCUMENTS: The Contract Documents, including the Project Plans, may be viewed and/or downloaded from the Quest website at <http://www.questcdn.com>. Interested parties may also access the Quest website by clicking on the link next to the Project Name or entering the Quest Project # on the Department of Transportation's website at <http://www.edcgov.us/Government/DOT/pages/BidsHome.aspx>.

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$15.00 by inputting the Quest Project #4859146 on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

To be included on the planholders list, receive notification of addenda, and to be eligible to bid interested parties must download the Contract Documents, including the Project Plans, from Quest. Those downloading the Contract Documents, including the Project Plans, assume responsibility and risk for completeness of the downloaded Contract Documents.

The Contract Documents, including the Project Plans, may be examined in person at the Department of Transportation's office at 2850 Fairlane Court, Placerville CA. However, the Department of Transportation will no longer sell paper copies of the Contract Documents.

The cross sections and the following Supplemental Project Information/Information Handout will be provided in pdf format as part of the Contract Documents on Quest's website to all planholders who acquire the Contract Documents digitally through Quest:

- Geotechnical Engineering Study & Supplement Geotechnical Memorandum
- Joint Trench Composite Drawings and Form B
- Cross Sections
- Revised Standard Plans
- Geotechnical Engineering Study of Highway 49 & Fowler Lane April 1999

CONTRACTORS LICENSE CLASSIFICATION: Bidders must be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code Section 7000 et seq.) and must possess a **CLASS A** license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans at the time bids are submitted, and must maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing will constitute a failure to execute the Contract and will result in the forfeiture of the Bidder's security.

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 the County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is made must 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.

CONTRACTOR REGISTRATION: No contractor or subcontractor may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the requirements of Labor Code section 1771.1 are met.

SUBCONTRACTOR LIST: Each Proposal must have listed therein the name, contractor's license number, DIR number, and address of each subcontractor to whom the bidder proposes to subcontract portions of the Work in an amount in excess of 0.5% of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also describe in the Subcontractor List the Work to be performed by each subcontractor listed. The Work to be performed by the subcontractor must be shown by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage (not to exceed 100%) calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Brian Franklin, County of El Dorado Department of Transportation, email- Brian.Franklin@edcgov.us, Fax-(530) 626-0387 by 4:00 p.m. on the first business day after the bid opening. The email or fax must contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time bids are submitted, all listed subcontractors must be properly licensed to perform their designated portion of the Work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Brian Franklin via fax or email as noted above within 24 hours after the bid opening, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION: The County of El Dorado affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

NONDISCRIMINATION: Comply with Chapter 5 of Division 4 of Title 2, California Code of Regulations and the following.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOVERNMENT CODE SECTION 12990)**

Comply with Section 7-1.021(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

Comply with the fair employment practices provisions in the *Draft Agreement* contained in these Contract Documents that will apply to this Contract.

PREVAILING WAGE REQUIREMENTS: Contractor's attention is directed to the requirements of Division 2 Part

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7, Chapter 1 of the California Labor Code, including but not limited to Sections 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. 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/OPRL/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 Department of Transportation's principal office, and are available upon request.

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

This Project is subject to the requirements of Title 8, Chapter 8, Subchapter 4.5 of the California Code of Regulations including the obligation to furnish certified payroll records directly to the Compliance Monitoring Unit under the Labor Commissioner within the Department of Industrial Relations Division of Labor Standards Enforcement in accordance with Section 16461.

BID SECURITY: A bid security must be provided with each bid. Bid security must be in an amount of not less than ten percent (10%) of the total amount of the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B) and must be cash, a certified check or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado **on the form provided in the Proposal section of these Contract Documents.**

BID PROTEST PROCEDURE: The protest procedure is intended to handle and resolve disputes related to the bid award for this Project pursuant to 2 Code of Federal Regulations Part 200.318(k) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

1. Violations of Federal law or regulations and the standards of 2 Code of Federal Regulations Part 200.318(k). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and
2. Violation of the County of El Dorado's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

Policy: Upon completion of the bid evaluation, the Department of Transportation will notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

Procedure: If a bidder wishes to protest the award, this is the procedure:

1. The Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the fax number designated in the Proposal, of its recommendation including for award or rejection of bids ("All Bidders Letter").
2. Within five (5) business days from the date of the "All Bidders Letter," the Bidder protesting the recommendation for award must submit a letter of protest to and must be received by the County of El

Dorado, Department of Transportation, Attention Brian Franklin, 2850 Fairlane Court,, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.

3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Department of Transportation will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors' consideration and action. The Department of Transportation will also include in its report to the Board of Supervisors the details of the bid protest.
4. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the Bidder, staff, and members of the public who wish to speak on the item. In the event that the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

The decision of the Board of Supervisors on the bid protest will be final.

AWARD OF CONTRACT: Bids will be considered for award by the Board of Supervisors. The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the County.

County Board of Supervisors may award the work contained in the Base Bid (Schedule A), the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B), or reject all bids. The lowest, responsive, responsible bidder will be the Bidder submitting the lowest additive total of all the bid items in the Base Bid (Schedule A) and meeting all other requirements.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement constitutes abandonment of the Bid by the Bidder and forfeiture of the Bidder's security. Award will then be made to the next lowest, responsive, responsible Bidder.

Office Engineer must receive all required documents within ten (10) business days of the date of the Notice of Award of Contract letter.

ESCROW BID DOCUMENTS: Refer to the special provisions in the Contract Documents entitled "Escrow Bid Documents" for the provisions requiring the successful bidder to submit in a sealed lockable container to the Department of Transportation all documentary information used to prepare its bid.

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder are be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

PROJECT ADMINISTRATION: Submit all Requests for Information (RFI) during the bid period on the Quest website under the Quest #4859146 under "Project Q&A". If the response does not require an addendum, a response will be posted on the Quest website under the RFI under "Project Q&A". It is the bidders' responsibility to check this website under "Project Q&A" for responses to bidders' inquiries during the bid period. Addenda will be uploaded in pdf format to Quest's website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest's website under "View Planholders".

No oral responses to any questions concerning the content of the Contract Documents will be given. All

responses will be in the form of written addenda to the Contract Documents or written responses to bidders' inquiries. Responses to bidders' inquiries and addenda will be posted on the Quest website as described above.

BY ORDER OF the Director of the Community Development Services, Department of Transportation, County of El Dorado, State of California.

Authorized by the Board of Supervisors on December 18, 2018, at Placerville, California.

By  _____
Rafael Martinez, Director
Community Development Services
Department of Transportation

Utility Relocation and Contractor-Arranged Time for the Relocation

Segment	Facility	Location	Working Days
"A" (South 49)	Joint Trench	'M' Line 4+50 To 20+00, 'BR' Line 10+00 To 30+00,	80
"B" (Lime Kiln)	Joint Trench	'LK' Line 5+00 to 10+00	20
"C" (North 49)	Joint Trench	'SR' Line 27+00 to 39+00	60

Utility company joint trench work will be completed sequentially in Segments A, B, and C as shown in the table above. You may work concurrently with the utility work in locations other than the segment where the utility work is occurring. You may work concurrently within the same segment of the utility work only with approval of the Engineer, the utility contractor, and if your work does not interfere with construction of the joint trench.

Add to the end of the RSS for section 5-1.36F.

All work associated with irrigation modifications must comply with section 20-2.

Replace the 1st and 2nd sentence of the 2nd paragraph of section 5-1.46 with:

When the Engineer determines that the work is complete, the Engineer recommends to the Board of Supervisors that the contract be accepted and the Notice of Acceptance be recorded to accept the contract. Immediately after the acceptance by the Board of Supervisors, you are relieved from:

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

6 CONTROL OF MATERIALS

**County of El Dorado, State of California
Community Development Services
Department of Transportation**

CIP No. 72375, Contract No. 2720

DIAMOND SPRINGS PARKWAY – PHASE 1A – SR-49 REALIGNMENT

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this ___st day of _____, in the year of 20__, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Community Development Services, Department of Transportation thereof, the party of the first part hereinafter called "County," and [CONTRACTOR], 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.

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

DIAMOND SPRINGS PARKWAY – PHASE 1A – SR-49 REALIGNMENT

The Project is located along Highway 49, in the community of Diamond Springs, approximately 3 miles south of the City of Placerville in the County of El Dorado. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

- A. Base Bid (Schedule A) work to be performed includes realignment and widening of State Route 49 (SR-49) from the intersection of Pleasant Valley Road to 2,000 feet north of Lime Kiln Road/Black Rice Road. Roadway improvements on SR-49 include roadway excavation, HMA paving and dike, concrete curb, gutter, and sidewalk, signing and striping, permanent and temporary fence removal and construction, drainage improvements, signal modifications, retaining wall, and underground utility construction.
- B. Additive Alternate Bid (Schedule B) work to be performed includes installation of approximately 1,885 linear feet of trench and communication conduit, including pull boxes adjacent to State Route 49.
- C. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must 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, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Debarment, Iran Contracting Act Certification, Suspension, Ineligibility, and Voluntary Exclusion Certification, Opt Out of Payment Adjustments for Price Index Fluctuation form, if elected, the Contract which includes this Agreement with all Exhibits thereto, including the Fair Employment Practices Addendum, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans 2015, and Standard Specifications 2015, Revised Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 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 Caltrans 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 said 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 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. Inclusion or omission of the work contained in the Additive Alternate Bid (Schedule B) will be determined in accordance with the Special Provisions. Failure to submit bids for the entire work, including Base Bid (Schedule A) and Additive Alternate Bid (Schedule B) will result in the bid being deemed non-responsive.

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 8 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 the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and 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 **Five Thousand Four Hundred Dollars (\$5,400.00)**, 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 County, its (their) officers, directors, and employees, and the State of California (State), its officers, directors, agents (excluding agents who are design professionals), State Contractors doing work within the project limits, and any property owners from whom the County obtained easements associated with this Contract 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, State, or any property owners from whom the County obtained easements, 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 State of California, or any property owners from whom the County has obtained easements, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State of California their officers and employees, or any property owners from whom the County has obtained easements, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, the State, and any property owners from whom the County obtained easements associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of 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.

This indemnification will remain in effect until terminated or modified in writing by mutual agreement.

Article 6. VENUE

Any litigation arising out of this Contract shall be brought in El Dorado County and governed by California law.

Article 7. NOTIFICATION OF SURETY COMPANY

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

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 violates any of the Contract assurances, nondiscrimination provisions or any other Federal or state requirements as identified in Section 7-1.02 of the Special Provisions, 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.

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. SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

Article 12. REPORTING ACCIDENTS

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the Work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

Article 13. EMISSIONS REDUCTION

Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the Work and maintain compliance throughout the duration of this Contract.

Signed: _____ Date _____

Article 14. 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 _____

Article 15. 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 16. RETAINAGE

The retainage from payment is set forth in Section 9-1.16F(1) 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. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

Article 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The Contractor shall carry out applicable requirements of 2 CFR Part 200.321 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 2 CFR Part 200.321 are as follows:

(a) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

- (1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

Bidder to take affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when opportunities exist.

Article 18. PREVAILING WAGE REQUIREMENTS

Contractor's attention is directed to the requirements of Division 2 Part 7, Chapter 1 of the California Labor Code, including but not limited to Sections 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. 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/> OPRL/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 Community Development Services, Department of Transportation's principal office, and are available upon request.

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

This project is subject to the requirements of Title 8, Chapter 8, Subchapter 4.5 of the California Code of Regulations including the obligation to furnish certified payroll records directly to the Compliance Monitoring Unit under the Labor Commissioner within the Department of Industrial Relations Division of Labor Standards Enforcement in accordance with Section 16461.

Article 19. NONDISCRIMINATION

- A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" is incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related Work shall incorporate Exhibit B (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.

- D. Contractor's signature executing this Contract shall provide any certifications necessary under the Federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Article 20. CONTRACTOR ASSURANCES

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches Contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with County, State of California and FHWA requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- d. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in Federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
- e. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

Any Subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

Article 21. 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 County of El Dorado 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 22. TAXES

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

Article 23. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director Engineering, Fairlane Unit, Community Development Services, Department of Transportation, or successor.

Article 24. 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.

Article 25. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article 26. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

Article 27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Article 28. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

DRAFT

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

COUNTY OF EL DORADO

Dated: _____

Chair, Board of Supervisors

Board Date: _____

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

Dated: _____

Board Date: _____

Deputy Clerk

CONTRACTOR

Dated: _____

License No.

Federal Employee Identification Number

By: _____
President

By: _____
Corporate Secretary

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 County prior to signing this document.

Mailing Address: _____

Business Address: _____

Email Address: _____

Phone: _____

Fax: _____

EXHIBIT A
CONTRACTOR'S BID AND BID PRICE SCHEDULE
DIAMOND SPRINGS PARKWAY – PHASE 1A – SR-49 REALIGNMENT
CIP No. 72375, CONTRACT No. 2720

BASE BID (SCHEDULE A)

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	70030	LEAD COMPLIANCE PLAN	LS	1		
2	72007A	EXCAVATION SAFETY	LS	1		
3	80050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
4	100100	DEVELOP WATER SUPPLY	LS	1		
5	120090	CONSTRUCTION AREA SIGNS	LS	1		
6	120100	TRAFFIC CONTROL SYSTEM	LS	1		
7	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SF	531		
8	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	21,922		
9	120300	TEMPORARY PAVEMENT MARKER	EA	500		
10	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	1		
11	129000	TEMPORARY RAILING (TYPE K)	LF	2,100		
12	129110A	TEMPORARY CRASH CUSHION (ABSORB 350)	EA	4		
13	130100	JOB SITE MANAGEMENT	LS	1		

14	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
15	130310		RAIN EVENT ACTION PLAN	EA	40	\$500.00	\$20,000.00
16	130320		STORM WATER SAMPLING AND ANALYSIS DAY	EA	40	\$400.00	\$16,000.00
17	130330		STORM WATER ANNUAL REPORT	EA	2	\$2,000.00	\$4,000.00
18	149001A		PREPARE FUGITIVE DUST CONTROL PLAN	LS	1		
19	153249A		DEMOLISH EXISTING PRESSURE REDUCING STATION VAULT	EA	1		
20	170103		CLEARING AND GRUBBING (LS)	LS	1		
21	190101	F	ROADWAY EXCAVATION	CY	69,500		
22	192037	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	1,467		
23	193013		STRUCTURE BACKFILL (RETAINING WALL)	CY	1,139		
24	193031		PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	43		
25	194001	F	DITCH EXCAVATION	CY	170		
26	202026A		REMOVE AND RELOCATE AIR RELEASE VALVE	EA	1		
27	202027		RELOCATE WATER METER	EA	4		
28	206045A		IRRIGATION MODIFICATIONS	LS	1		
29	208430A		INSTALL FIRE HYDRANT	EA	2		
30	208590	P	6" GATE VALVE	EA	3		
31	208591	P	8" GATE VALVE	EA	9		

32	208591A	P	12" GATE VALVE	EA	13		
33	208633A	P	1" AIR RELEASE VALVE	EA	1		
34	208635A	P	2" AIR RELEASE VALVE	EA	1		
35	208640A		4" BLOWOFF VALVE	EA	4		
36	210270		ROLLED EROSION CONTROL PRODUCT (NETTING)	SF	24,900		
37	210280		ROLLED EROSION CONTROL PRODUCT (BLANKET)	SF	134,000		
38	210430		HYDROSEED	SF	201,000		
39	260203		CLASS 2 AGGREGATE BASE (CY)	CY	11,100		
40	290301		CEMENT TREATED PERMEABLE BASE	CY	2,351		
41	390132		HOT MIX ASPHALT (TYPE A)	TON	9,913		
42	390402		RUBBERIZED HOT MIX ASPHALT-OPEN GRADED (OPEN GRADED FRICTION COURSE)	TON	151		
43	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	985		
44	394076		PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,085		
45	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SY	78		
46	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	4,303		
47	475010A	P-F	RECONSTRUCT RETAINING WALL	LS	1		
48	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	365		
49	510061	F	STRUCTURAL CONCRETE, SOUND WALL	CY	41		

50	511035	F	ARCHITECTURAL TREATMENT	SF	961		
51	520103	P-F	BAR REINFORCING STEEL (RETAINING WALL)	LB	18,977		
52	582001	P-F	SOUND WALL (MASONRY BLOCK)	SF	915		
53	600051		REMOVE SOUND WALL (LF)	LF	256		
54	610107	P	15" ALTERNATIVE PIPE CULVERT	LF	106		
55	610108	P	18" ALTERNATIVE PIPE CULVERT	LF	1,388		
56	610300	F	CONCRETE BACKFILL (PIPE TRENCH)	CY	9		
57	641101A		1" PVC (SCHEDULE 80)	LF	307		
58	641101B		6" PVC SEWERLINE	LF	127		
59	641101C		8" PVC WATERLINE (C900 DR14)	LF	617		
60	650012	P	15" REINFORCED CONCRETE PIPE	LF	17		
61	650014	P	18" REINFORCED CONCRETE PIPE	LF	110		
62	665010A	P	12" DUCTILE IRON	LF	2,532		
63	665012	P	12" CORRUGATED STEEL PIPE (.079" THICK)	LF	4		
64	680902	P	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	850		
65	680903	P	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN	LF	23		
66	702016A		8" TO 6" REDUCER	EA	1		
67	702016B		12" TO 8" REDUCER	EA	1		

68	705309		15" ALTERNATIVE FLARED END SECTION	EA	2		
69	705311		18" ALTERNATIVE FLARED END SECTION	EA	2		
70	707117A		DRAINAGE INLET	EA	11		
71	707217A		36" SEWER MANHOLE	EA	2		
72	707225A		STORM DRAIN MANHOLE	EA	1		
73	710114		ABANDON PIPELINE	LF	2,400		
74	710132		REMOVE CULVERT (LF)	LF	38		
75	710136A		REMOVE WATERLINE	LF	650		
76	710150		REMOVE INLET	EA	1		
77	710152		REMOVE HEADWALL	EA	1		
78	710167		REMOVE FLARED END SECTION (EA)	EA	2		
79	710216		ADJUST PIPE INLET TO GRADE	EA	2		
80	710252A		MODIFY EXISTING STORM DRAIN MANHOLE	EA	1		
81	721026	F	ROCK SLOPE PROTECTION (NO. 1, METHOD B) (CY)	CY	36		
82	729011	F	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SY	120		
83	730010		MINOR CONCRETE (CURB) (LF)	LF	2,958		
84	730040		MINOR CONCRETE (GUTTER) (LF)	LF	135		
85	730040A		MINOR CONCRETE (GUTTER) (RETAINING WALL)	LF	175		

86	731502A		MINOR CONCRETE (CONCRETE PAD)	CY	2		
87	731504		MINOR CONCRETE (CURB AND GUTTER)	LF	562		
88	731521		MINOR CONCRETE (SIDEWALK)	CY	150		
89	731623		MINOR CONCRETE (CURB RAMP)	EA	10		
90	731710		REMOVE CONCRETE CURB (LF)	LF	491		
91	731780		REMOVE CONCRETE SIDEWALK (SQYD)	SY	94		
92	780460	F	ANTI-GRAFFITI COATING	SF	1,672		
93	782120		RELOCATE MAILBOX	EA	3		
94	800002	P	FENCE (TYPE BW, WOOD POST)	LF	766		
95	800051	P	FENCE (TYPE WM, METAL POST)	LF	915		
96	800060A		FENCE (TYPE WOOD, 6 FOOT)	LF	146		
97	800100A		TEMPORARY FENCE (TYPE ESA)	LF	4,054		
98	800360A	P	CHAIN LINK FENCE (TYPE CL-6) (MOD)	LF	1,568		
99	802620		16' CHAIN LINK GATE (TYPE CL-6)	EA	1		
100	802670		24' CHAIN LINK GATE (TYPE CL-6)	EA	2		
101	803020		REMOVE FENCE	LF	4,215		
102	810120		REMOVE PAVEMENT MARKER	EA	199		
103	810180		DELINEATOR (CLASS 2)	EA	15		

104	810250	P	PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)	EA	370		
105	820110		MILEPOST MARKER	EA	5		
106	820112		MARKER (CULVERT)	EA	3		
107	820141		OBJECT MARKER (TYPE K-1)	EA	2		
108	820250		REMOVE ROADSIDE SIGN	EA	7		
109	820530		RESET ROADSIDE SIGN	EA	4		
110	820610		RELOCATE ROADSIDE SIGN	EA	13		
111	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SF	100		
112	820760		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SF	23		
113	820790		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	SF	48		
114	820840		ROADSIDE SIGN - ONE POST	EA	7		
115	820850		ROADSIDE SIGN - TWO POST	EA	2		
116	839521	P-F	CABLE RAILING	LF	177		
117	839701		CONCRETE BARRIER (TYPE 60)	LF	15		
118	839704		CONCRETE BARRIER (TYPE 60D)	LF	175		
119	840502		THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	22,462		
120	840516		THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SF	2,005		

121	846030		REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	7,225			
122	846035		REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	774			
123	870400A		MODIFY SIGNAL AND LIGHTING	LS	1			
124	995200A		WATER SERVICE	EA	9			
125	995200B		SEWER SERVICE	EA	1			
126	999990		MOBILIZATION	LS	1			
TOTAL FOR BASE BID (SCHEDULE A):								

ADDITIVE ALTERNATE BID (SCHEDULE B)

ITEM NO.	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)	
127	87181X		COMMUNICATION CONDUIT	LF	1,885			
TOTAL FOR ADDITIVE ALTERNATE BID (SCHEDULE B):								

(F) Final Pay Quantity
(P) Eligible for Partial Payment
(LS) Lump Sum

Note: Award will be based on the Base Bid (Schedule A) only.

DIAMOND SPRINGS PARKWAY – PHASE 1A – SR-49 REALIGNMENT
CIP No. 72375, CONTRACT No. 2720

Bids are to be submitted for the entire work, including both Base Bid (Schedule A) and Additive Alternate Bid (Schedule B). The amount of the bid for comparison purposes will be the total of all the items for Base Bid (Schedule A) only. Inclusion or omission of the work contained in the Additive Alternate Bid (Schedule B) will be determined in accordance with the Special Provisions. Failure to submit bids for the entire work, including Base Bid (Schedule A) and Additive Alternate Bid (Schedule B) will result in the bid being deemed non-responsive.

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

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

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

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado and submit escrow bid documents in accordance with the Special Provisions within ten (10) days, not including Saturdays, Sundays, and legal holidays, of the date of the letter notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado 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 El Dorado.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California 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 it has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans therein referred to; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the County of El Dorado, in the form of the copy of the Draft Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that it will take in full payment therefore the following item prices, to wit:

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE
DIAMOND SPRINGS PARKWAY – PHASE 1A – SR-49 REALIGNMENT
CIP No. 72375, CONTRACT No. 2720**

BASE BID (SCHEDULE A)

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	70030	LEAD COMPLIANCE PLAN	LS	1		
2	72007A	EXCAVATION SAFETY	LS	1		
3	80050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
4	100100	DEVELOP WATER SUPPLY	LS	1		
5	120090	CONSTRUCTION AREA SIGNS	LS	1		
6	120100	TRAFFIC CONTROL SYSTEM	LS	1		
7	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SF	531		
8	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	21,922		
9	120300	TEMPORARY PAVEMENT MARKER	EA	500		
10	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	1		
11	129000	TEMPORARY RAILING (TYPE K)	LF	2,100		
12	129110A	TEMPORARY CRASH CUSHION (ABSORB 350)	EA	4		
13	130100	JOB SITE MANAGEMENT	LS	1		
14	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
15	130310	RAIN EVENT ACTION PLAN	EA	40	\$500.00	\$20,000.00

16	130320		STORM WATER SAMPLING AND ANALYSIS DAY	EA	40	\$400.00	\$16,000.00
17	130330		STORM WATER ANNUAL REPORT	EA	2	\$2,000.00	\$4,000.00
18	149001A		PREPARE FUGITIVE DUST CONTROL PLAN	LS	1		
19	153249A		DEMOLISH EXISTING PRESSURE REDUCING STATION VAULT	EA	1		
20	170103		CLEARING AND GRUBBING (LS)	LS	1		
21	190101	F	ROADWAY EXCAVATION	CY	69,500		
22	192037	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	1,467		
23	193013		STRUCTURE BACKFILL (RETAINING WALL)	CY	1,139		
24	193031		PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	43		
25	194001	F	DITCH EXCAVATION	CY	170		
26	202026A		REMOVE AND RELOCATE AIR RELEASE VALVE	EA	1		
27	202027		RELOCATE WATER METER	EA	4		
28	206405A		IRRIGATION MODIFICATIONS	LS	1		
29	208430A		INSTALL FIRE HYDRANT	EA	2		
30	208590	P	6" GATE VALVE	EA	3		
31	208591	P	8" GATE VALVE	EA	9		
32	208591A	P	12" GATE VALVE	EA	13		
33	208633A	P	1" AIR RELEASE VALVE	EA	1		

34	208635A	P	2" AIR RELEASE VALVE	EA	1		
35	208640A		4" BLOWOFF VALVE	EA	4		
36	210270		ROLLED EROSION CONTROL PRODUCT (NETTING)	SF	24,900		
37	210280		ROLLED EROSION CONTROL PRODUCT (BLANKET)	SF	134,000		
38	210430		HYDROSEED	SF	201,000		
39	260203		CLASS 2 AGGREGATE BASE (CY)	CY	11,100		
40	290301		CEMENT TREATED PERMEABLE BASE	CY	2,351		
41	390132		HOT MIX ASPHALT (TYPE A)	TON	9,913		
42	390402		RUBBERIZED HOT MIX ASPHALT-OPEN GRADED (OPEN GRADED FRICTION COURSE)	TON	151		
43	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	985		
44	394076		PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,085		
45	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SY	78		
46	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	4,303		
47	475010A	P-F	RECONSTRUCT RETAINING WALL	LS	1		
48	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	365		
49	510061	F	STRUCTURAL CONCRETE, SOUND WALL	CY	41		
50	511035	F	ARCHITECTURAL TREATMENT	SF	961		
51	520103	P-F	BAR REINFORCING STEEL (RETAINING WALL)	LB	18,977		

52	582001	P-F	SOUND WALL (MASONRY BLOCK)	SF	915		
53	600051		REMOVE SOUND WALL (LF)	LF	256		
54	610107	P	15" ALTERNATIVE PIPE CULVERT	LF	106		
55	610108	P	18" ALTERNATIVE PIPE CULVERT	LF	1,388		
56	610300	F	CONCRETE BACKFILL (PIPE TRENCH)	CY	9		
57	641101A		1" PVC (SCHEDULE 80)	LF	307		
58	641101B		6" PVC SEWERLINE	LF	127		
59	641101C		8" PVC WATERLINE (C900 DR14)	LF	617		
60	650012	P	15" REINFORCED CONCRETE PIPE	LF	17		
61	650014	P	18" REINFORCED CONCRETE PIPE	LF	110		
62	665010A	P	12" DUCTILE IRON	LF	2,532		
63	665012	P	12" CORRUGATED STEEL PIPE (.079" THICK)	LF	4		
64	680902	P	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	850		
65	680903	P	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN	LF	23		
66	702016A		8" TO 6" REDUCER	EA	1		
67	702016B		12" TO 8" REDUCER	EA	1		
68	705309		15" ALTERNATIVE FLARED END SECTION	EA	2		
69	705311		18" ALTERNATIVE FLARED END SECTION	EA	2		

70	707117A		DRAINAGE INLET	EA	11		
71	707217A		36" SEWER MANHOLE	EA	2		
72	707225A		STORM DRAIN MANHOLE	EA	1		
73	710114		ABANDON PIPELINE	LF	2,400		
74	710132		REMOVE CULVERT (LF)	LF	38		
75	710136A		REMOVE WATERLINE	LF	650		
76	710150		REMOVE INLET	EA	1		
77	710152		REMOVE HEADWALL	EA	1		
78	710167		REMOVE FLARED END SECTION (EA)	EA	2		
79	710216		ADJUST PIPE INLET TO GRADE	EA	2		
80	710252A		MODIFY EXISTING STORM DRAIN MANHOLE	EA	1		
81	721026	F	ROCK SLOPE PROTECTION (NO. 1, METHOD B) (CY)	CY	36		
82	729011	F	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SY	120		
83	730010		MINOR CONCRETE (CURB) (LF)	LF	2,958		
84	730040		MINOR CONCRETE (GUTTER) (LF)	LF	135		
85	730040A		MINOR CONCRETE (GUTTER) (RETAINING WALL)	LF	175		
86	731502A		MINOR CONCRETE (CONCRETE PAD)	CY	2		
87	731504		MINOR CONCRETE (CURB AND GUTTER)	LF	562		

88	731521		MINOR CONCRETE (SIDEWALK)	CY	150		
89	731623		MINOR CONCRETE (CURB RAMP)	EA	10		
90	731710		REMOVE CONCRETE CURB (LF)	LF	491		
91	731780		REMOVE CONCRETE SIDEWALK (SQYD)	SY	94		
92	780460	F	ANTI-GRAFFITI COATING	SF	1,672		
93	782120		RELOCATE MAILBOX	EA	3		
94	800002	P	FENCE (TYPE BW, WOOD POST)	LF	766		
95	800051	P	FENCE (TYPE WM, METAL POST)	LF	915		
96	800060A		FENCE (TYPE WOOD, 6 FOOT)	LF	146		
97	800100A		TEMPORARY FENCE (TYPE ESA)	LF	4,054		
98	800360A	P	CHAIN LINK FENCE (TYPE CL-6) (MOD)	LF	1,568		
99	802620		16' CHAIN LINK GATE (TYPE CL-6)	EA	1		
100	802670		24' CHAIN LINK GATE (TYPE CL-6)	EA	2		
101	803020		REMOVE FENCE	LF	4,215		
102	810120		REMOVE PAVEMENT MARKER	EA	199		
103	810180		DELINEATOR (CLASS 2)	EA	15		
104	810250	P	PAVEMENT MARKER (RETROREFLECTIVE- RECESSED)	EA	370		
105	820110		MILEPOST MARKER	EA	5		

106	820112		MARKER (CULVERT)	EA	3		
107	820141		OBJECT MARKER (TYPE K-1)	EA	2		
108	820250		REMOVE ROADSIDE SIGN	EA	7		
109	820530		RESET ROADSIDE SIGN	EA	4		
110	820610		RELOCATE ROADSIDE SIGN	EA	13		
111	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SF	100		
112	820760		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SF	23		
113	820790		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	SF	48		
114	820840		ROADSIDE SIGN - ONE POST	EA	7		
115	820850		ROADSIDE SIGN - TWO POST	EA	2		
116	839521	P-F	CABLE RAILING	LF	177		
117	839701		CONCRETE BARRIER (TYPE 60)	LF	15		
118	839704		CONCRETE BARRIER (TYPE 60D)	LF	175		
119	840502		THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	22,462		
120	840516		THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SF	2,005		
121	846030		REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	7,225		
122	846035		REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	774		
123	870400A		MODIFY SIGNAL AND LIGHTING	LS	1		

124	995200A		WATER SERVICE	EA	9			
125	995200B		SEWER SERVICE	EA	1			
126	999990		MOBILIZATION	LS	1			
TOTAL FOR BASE BID (SCHEDULE A):								

ADDITIVE ALTERNATE BID (SCHEDULE B)

ITEM NO.	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)	
127	87181X		COMMUNICATION CONDUIT	LF	1,885			
TOTAL FOR ADDITIVE ALTERNATE BID (SCHEDULE B):								

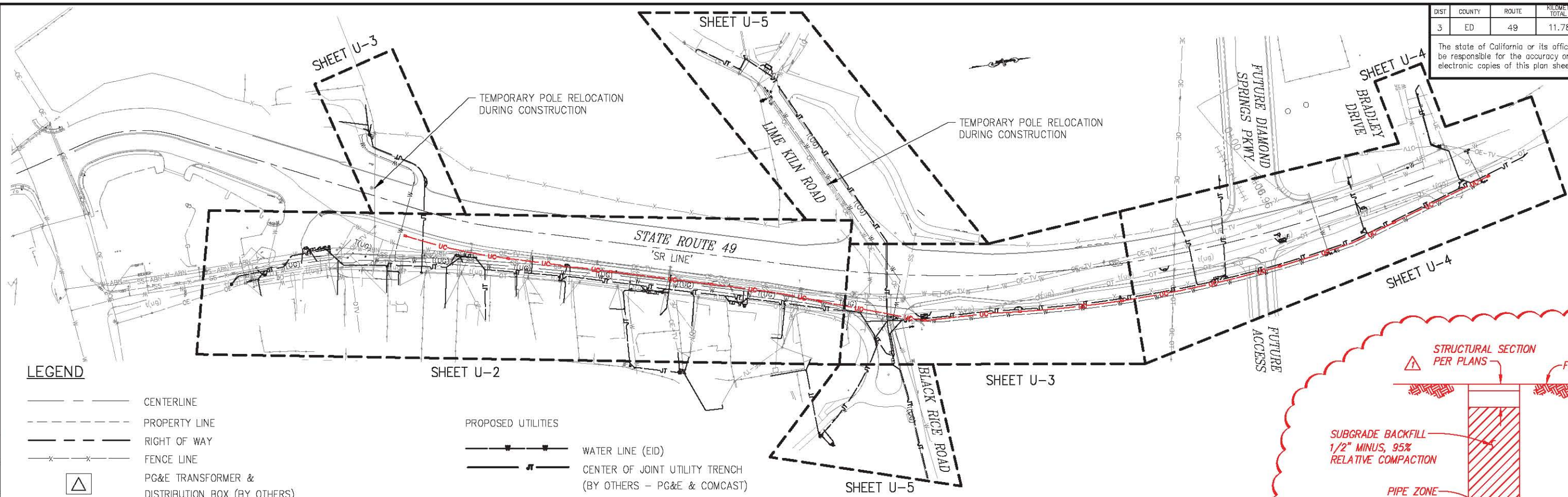
- (F) Final Pay Quantity
- (P) Eligible for Partial Payment
- (LS) Lump Sum

Note: Award will be based on the Base Bid (Schedule A) only.

(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by County of El Dorado based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)

DIST	COUNTY	ROUTE	KILOMETER POSTS TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
3	ED	49	11.78/12.4	42	95

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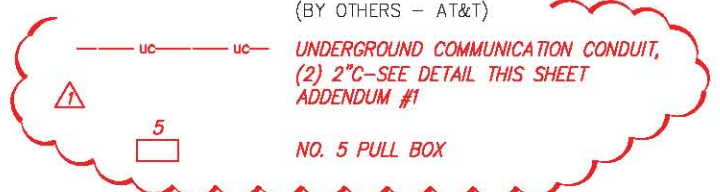


LEGEND

- CENTERLINE
- PROPERTY LINE
- RIGHT OF WAY
- x-x- FENCE LINE
- PG&E TRANSFORMER & DISTRIBUTION BOX (BY OTHERS)
- UTILITY POLE TO BE REMOVED (BY OTHERS)
- POTHOLE LOCATION
- POTHOLE NUMBER
- EXISTING UTILITIES
- OTV-OTV OVERHEAD CABLE TV
- OE-OE OVERHEAD ELECTRICAL
- OE-OE OVERHEAD ELECTRICAL REMOVED (BY OTHERS)
- OE-TV OVERHEAD ELECTRICAL & CABLE TV
- OE-T OVERHEAD ELECTRICAL & TELEPHONE
- OT-OT OVERHEAD TELEPHONE
- SS-SS SANITARY SEWER LINE (GRAVITY)
- SS ABN ABANDONED SEWER LINE (GRAVITY)
- SD-SD STORM DRAIN LINE
- UTV-UTV UNDERGROUND CABLE TV
- UE-UE UNDERGROUND ELECTRICAL
- UG 15-4 DUCT UNDERGROUND TELEPHONE
- UT-UT UNDERGROUND TELEPHONE
- UFO UNDERGROUND FIBER OPTIC
- UTS-UTS UNDERGROUND TRAFFIC SIGNAL
- W-W WATER LINE
- W ABN ABANDONED WATER LINE

PROPOSED UTILITIES

- WATER LINE (EID)
- CENTER OF JOINT UTILITY TRENCH (BY OTHERS - PG&E & COMCAST)
- UNDERGROUND TELEPHONE (BY OTHERS - AT&T)



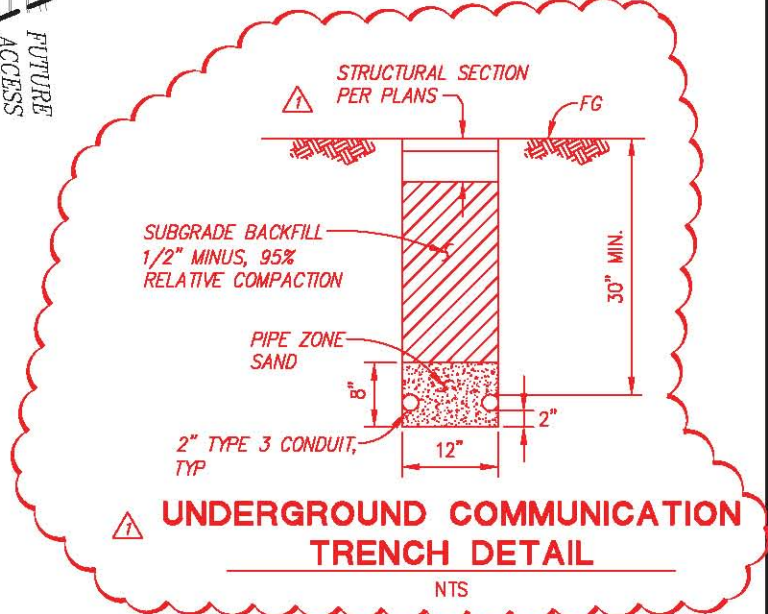
ABBREVIATIONS

- AT&T AMERICAN TELEPHONE AND TELEGRAPH
- PG&E PACIFIC GAS AND ELECTRIC

GENERAL NOTES:

- THE CONTRACTOR TO BE AWARE THAT THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE BASED UPON RECORD DATA MADE AVAILABLE BY PG&E, AT&T, COMCAST, E.I.D., IMPROVEMENT PLANS AND EL DORADO COUNTY RECORDS. THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE PRECISE LOCATION OF ALL UNDERGROUND FACILITIES. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) (811) AT LEAST 48 HOURS (2 WORKING DAYS) PRIOR TO START OF WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF CONSTRUCTION WITH THE RESPECTIVE UTILITIES AGENCIES, ALLOWING 48 HOURS PRIOR TO THE NEED FOR INSTALLATIONS.
- THE CONTRACTOR IS RESPONSIBLE TO PROTECT IN PLACE ALL EXISTING FACILITIES. EXCAVATION MAY BE REQUIRED OVER, UNDER OR ADJACENT TO EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO LOCATE, EXPOSE, AND PROTECT ALL EXISTING FACILITIES. THE CONTRACTOR IS RESPONSIBLE TO BID THE WORK BASED ON THE REVIEW OF THE IMPROVEMENT PLANS IN CONJUNCTION WITH THESE PLANS.
- EL DORADO COUNTY ASSUMES NO RESPONSIBILITY FOR THE QUALITY, QUANTITY OR TIMING OF WORK BY UTILITY COMPANY CONSTRUCTION CREWS OR OTHER SUBCONTRACTORS TO THE DEVELOPER.
- SIZE AND VOLTAGE SHOWN ON THE PLANS WHERE KNOWN, BASED ON OWNER'S FACILITY PLANS.
- WHERE POTHOLE LOCATIONS WERE NOT DETERMINED, THE UTILITY LOCATION IS APPROXIMATE BASED ON OWNER'S FACILITY PLANS. CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES BEFORE CONSTRUCTION.
- EID FACILITIES ARE TO REMAIN IN SERVICE THROUGHOUT CONSTRUCTION, EXCEPT DURING TIE-IN OPERATIONS. CONTRACTOR SHALL PROTECT FACILITIES FROM ALL CONSTRUCTION ACTIVITIES.
- UTILITY OWNERSHIP ON THIS PROJECT:
ELECTRIC - PACIFIC GAS AND ELECTRIC (PG&E)
TELEPHONE - AMERICAN TELEPHONE AND TELEGRAPH (AT&T)
FIBER OPTIC - AMERICAN TELEPHONE AND TELEGRAPH (AT&T)
WATER AND SEWER - EL DORADO IRRIGATION DISTRICT (EID)
CABLE TV - COMCAST
- SEE PROJECT SUPPLEMENTAL INFORMATION FOR ADDITIONAL INFORMATION AND DETAILS REGARDING THE JOINT TRENCH AND AT&T TRENCH.
- SEE WATER LINE PLANS FOR WATER LINE DETAILS.

- ALL POTHOLE UTILITY ELEVATIONS SHOWN REFER TO CROWN OF CONDUIT OF PIPE, UNLESS OTHERWISE INDICATED.
- SEE DRAINAGE PLANS FOR LOCATIONS OF STORM DRAIN SYSTEMS.
- COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.
- SEE ELECTRICAL PLANS FOR LOCATIONS OF CALTRANS UTILITIES.



UTILITY CONTACT TABLE			
UTILITY AGENCY	CONTACT PERSON	ADDRESS	PHONE NUMBER
AT&T	ASTRID WILLARD	2700 WATT AVENUE ROOM 3473-11 SACRAMENTO, CA 95821	(916) 484-2388
COMCAST	STEVE ABELIA	1242 NATIONAL DRIVE, SACRAMENTO, CA 95834	(916) 830-6757
EID	TRACEY EDEN-BISHOP	2890 MOSQUITO ROAD PLACERVILLE, CA 95667	(530) 642-4113
PG&E	BRIAN RITCHIE	4636 MISSOURI FLAT ROAD PLACERVILLE, CA 95667	(530) 621-7289

THIS SHEET ACCURATE FOR UTILITY WORK ONLY

**JOINT TRENCH PLANS
SCALE : 1" = 100'**

EFIS 0300000611	CJ 00000	EA 03-0E960
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ORIGINAL SCALE (S IN INCHES) FOR REDUCED PLANS
Drawing name: C:\Civil 3D\Projects\72334 Diamond Springs Pkwy\CADD Files\Sheets\U-4.dwg Layout Tab: U-1 Jan 16, 2019 - 10:09am SMC\ey

REVISION	NUMBER	DATE	DESCRIPTION	BY



PREPARED UNDER THE SUPERVISION OF:
Justin W. Harrington
REGISTERED CIVIL ENGINEER
DATE: 3/9/2018

DESIGNED: JN
DRAWN: AN
CHECKED: DH
DATE: 3/5/2018
ROAD NUMBER: 49



**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION**

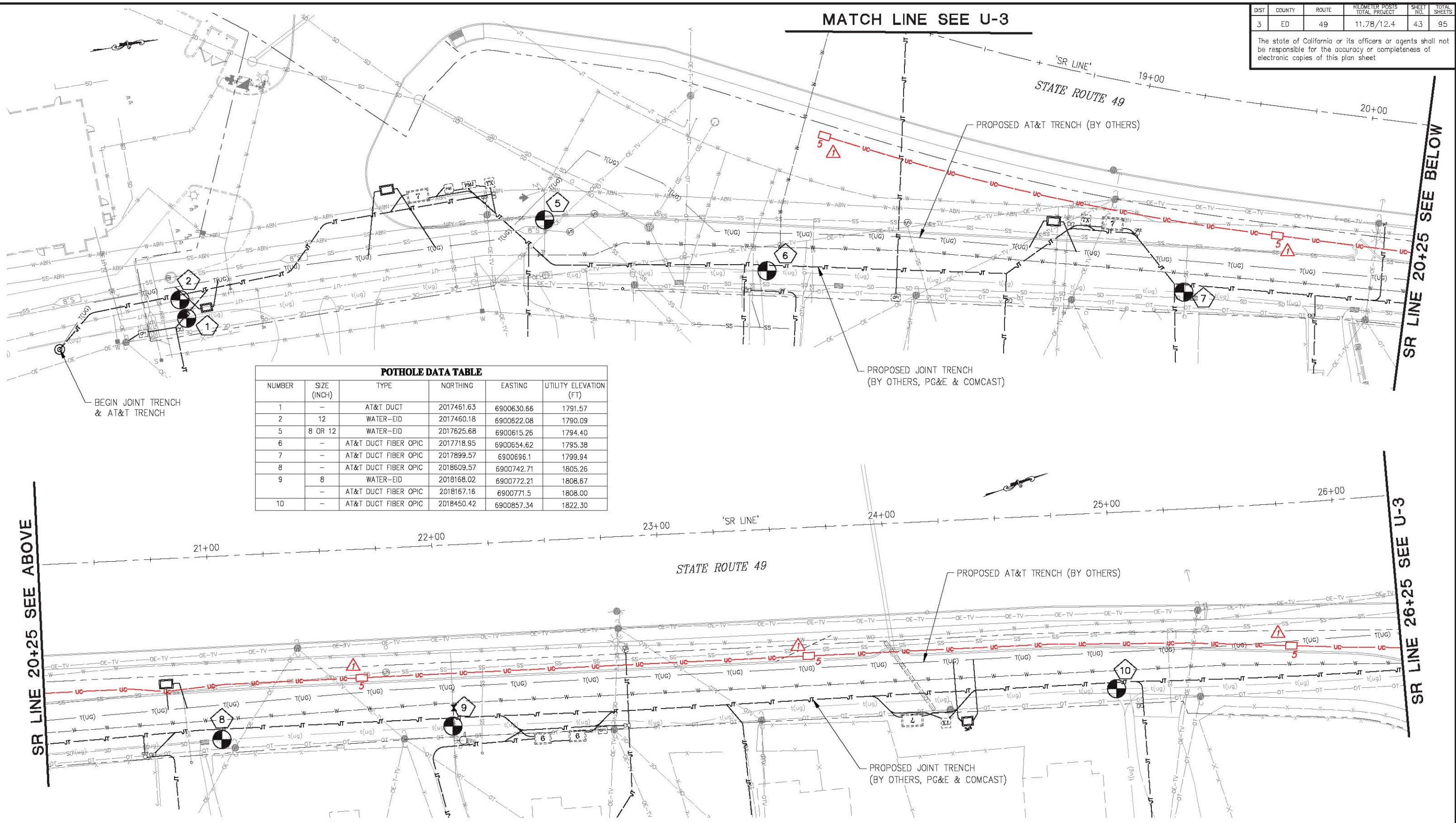
**SR-49 REALIGNMENT -
DIAMOND SPRINGS PARKWAY
PHASE 1A**

SHEET
U-1
42 OF 95
W.O. No. 72375

19-0049 B 44 of 48

DIST	COUNTY	ROUTE	KILOMETER POSTS TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
3	ED	49	11.78/12.4	43	95

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NUMBER	SIZE (INCH)	TYPE	NORTHING	EASTING	UTILITY ELEVATION (FT)
1	-	AT&T DUCT	2017461.63	6900630.66	1791.57
2	12	WATER-EID	2017460.18	6900622.08	1790.09
5	8 OR 12	WATER-EID	2017625.68	6900615.26	1794.40
6	-	AT&T DUCT FIBER OPIC	2017718.95	6900654.62	1795.38
7	-	AT&T DUCT FIBER OPIC	2017899.57	6900696.1	1799.94
8	-	AT&T DUCT FIBER OPIC	2018609.57	6900742.71	1805.26
9	8	WATER-EID	2018168.02	6900772.21	1808.67
	-	AT&T DUCT FIBER OPIC	2018167.16	6900771.5	1808.00
10	-	AT&T DUCT FIBER OPIC	2018450.42	6900857.34	1822.30

ORIGINAL SCALE: 1/8" = 10' INCHES
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REVISION	NUMBER	DATE	DESCRIPTION	BY
	1	01/17/19	ADDENDUM #1	DWH



PREPARED UNDER THE SUPERVISION OF:
Justin W. Harrington
 REGISTERED CIVIL ENGINEER
 DATE: 3/9/2018

DESIGNED: JUN AN
 DRAWN: AN
 CHECKED: DH
 DATE: 3/5/2018
 ROAD NUMBER: 49



COUNTY OF EL DORADO
 DEPARTMENT OF TRANSPORTATION

EFIS 0300000611 CU 00000 EA 03-OE960

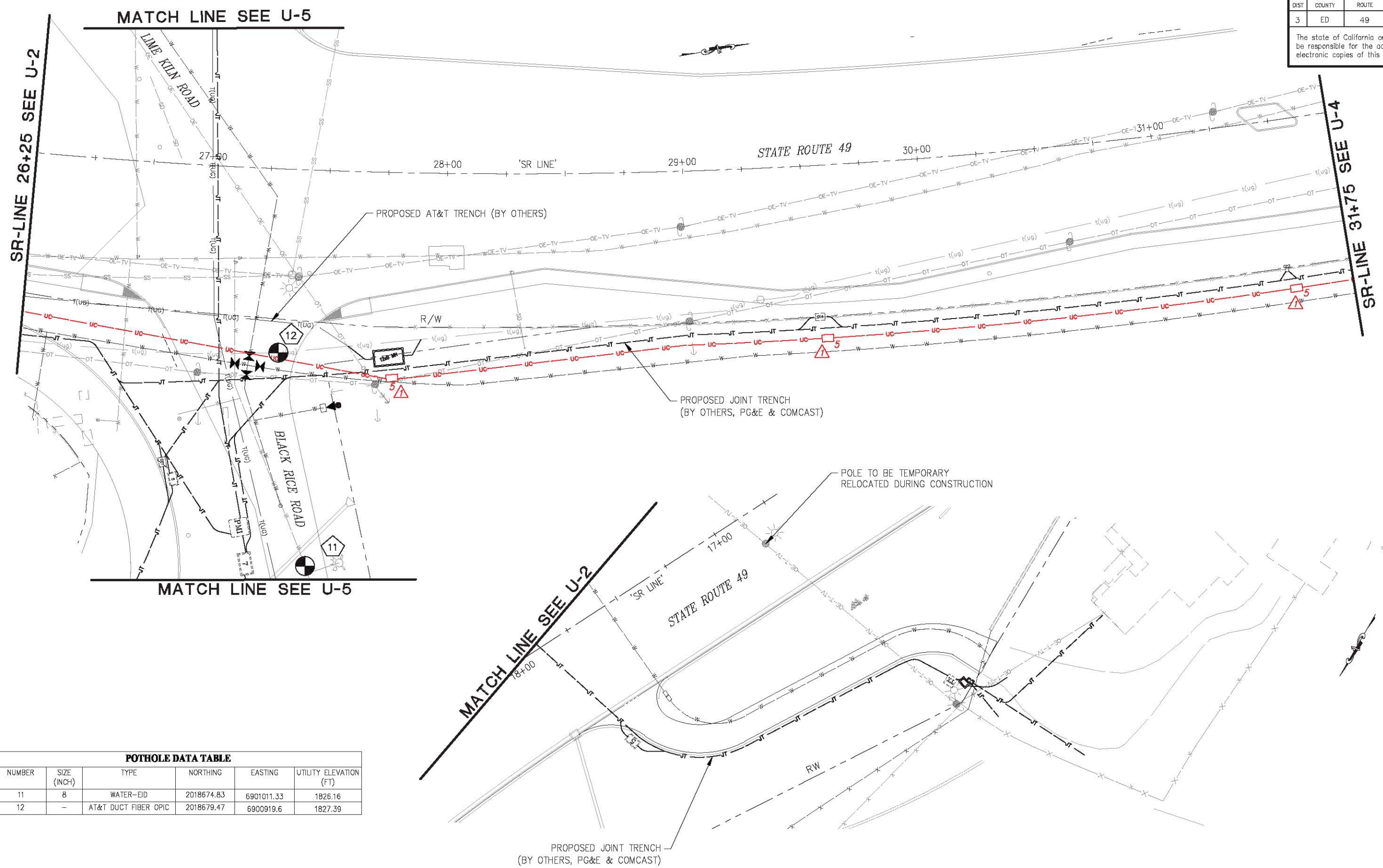
SR-49 REALIGNMENT -
 DIAMOND SPRINGS PARKWAY
 PHASE 1A

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SHEET
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 W.O. No. 72375

DIST	COUNTY	ROUTE	KILOMETER POSTS TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
3	ED	49	11.78/12.4	44	95

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MATCH LINE SEE U-5

SR-LINE 26+25 SEE U-2

SR-LINE 31+75 SEE U-4

MATCH LINE SEE U-5

MATCH LINE SEE U-2

NUMBER	SIZE (INCH)	TYPE	NORTHING	EASTING	UTILITY ELEVATION (FT)
11	8	WATER-EID	2018674.83	6901011.33	1826.16
12	-	AT&T DUCT FIBER OPIC	2018679.47	6900919.6	1827.39

THIS SHEET ACCURATE FOR UTILITY WORK ONLY

JOINT TRENCH PLANS
SCALE : 1" = 20'

EFIS 0300000611 CU 00000 EA 03-OE960

REVISION	NUMBER	DATE	DESCRIPTION	BY
	1	01/17/19	ADDENDUM #1	DWH



PREPARED UNDER THE SUPERVISION OF:
[Signature]
REGISTERED CIVIL ENGINEER
DATE: 3/9/2018

DESIGNED: JN AN
DRAWN: AN
CHECKED: DH
DATE: 3/5/2018
ROAD NUMBER: 49



COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION

SR-49 REALIGNMENT -
DIAMOND SPRINGS PARKWAY
PHASE 1A

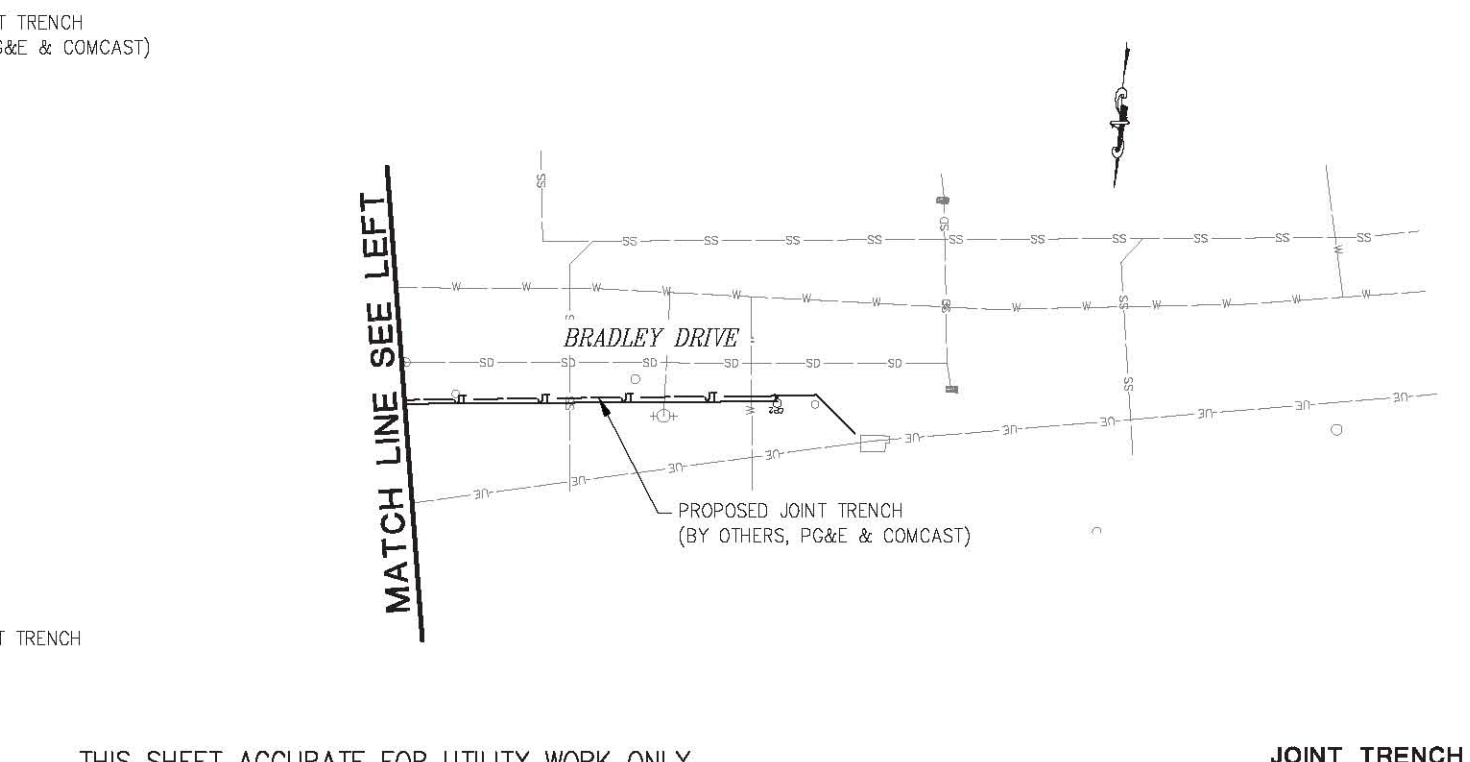
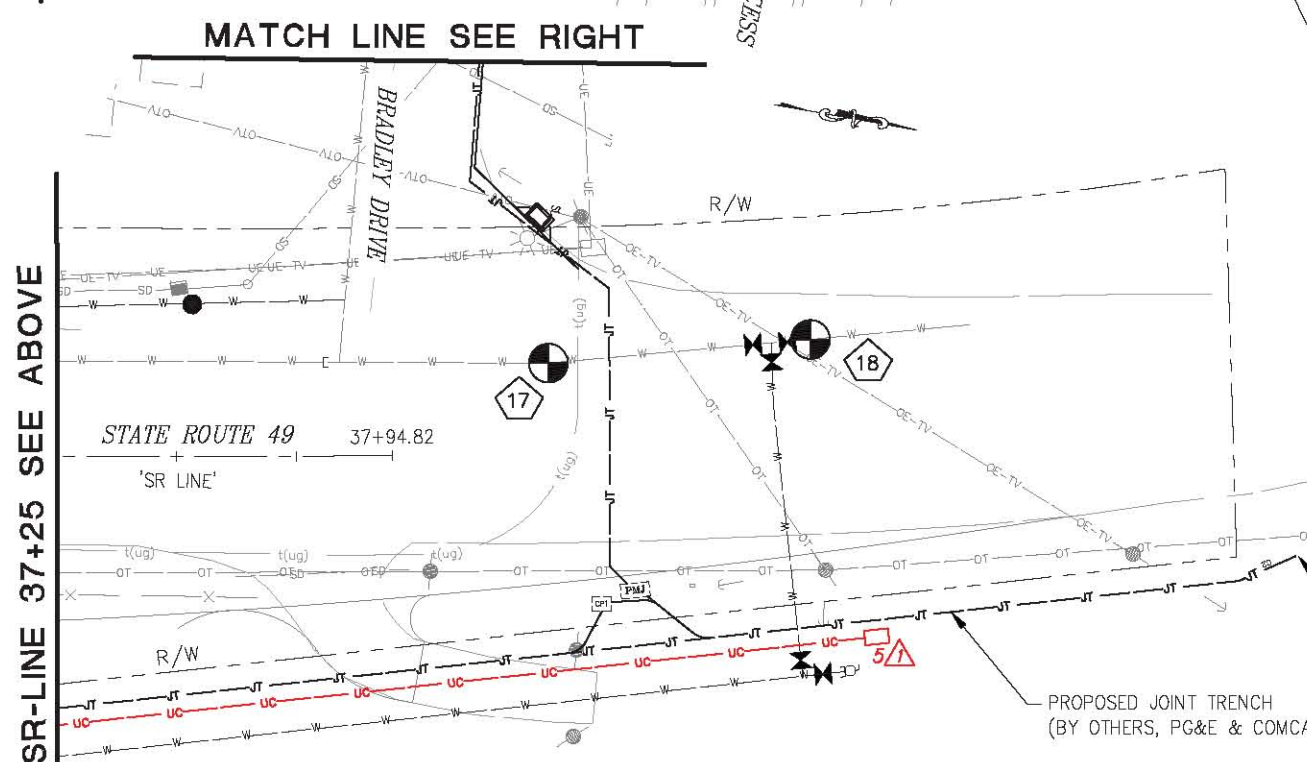
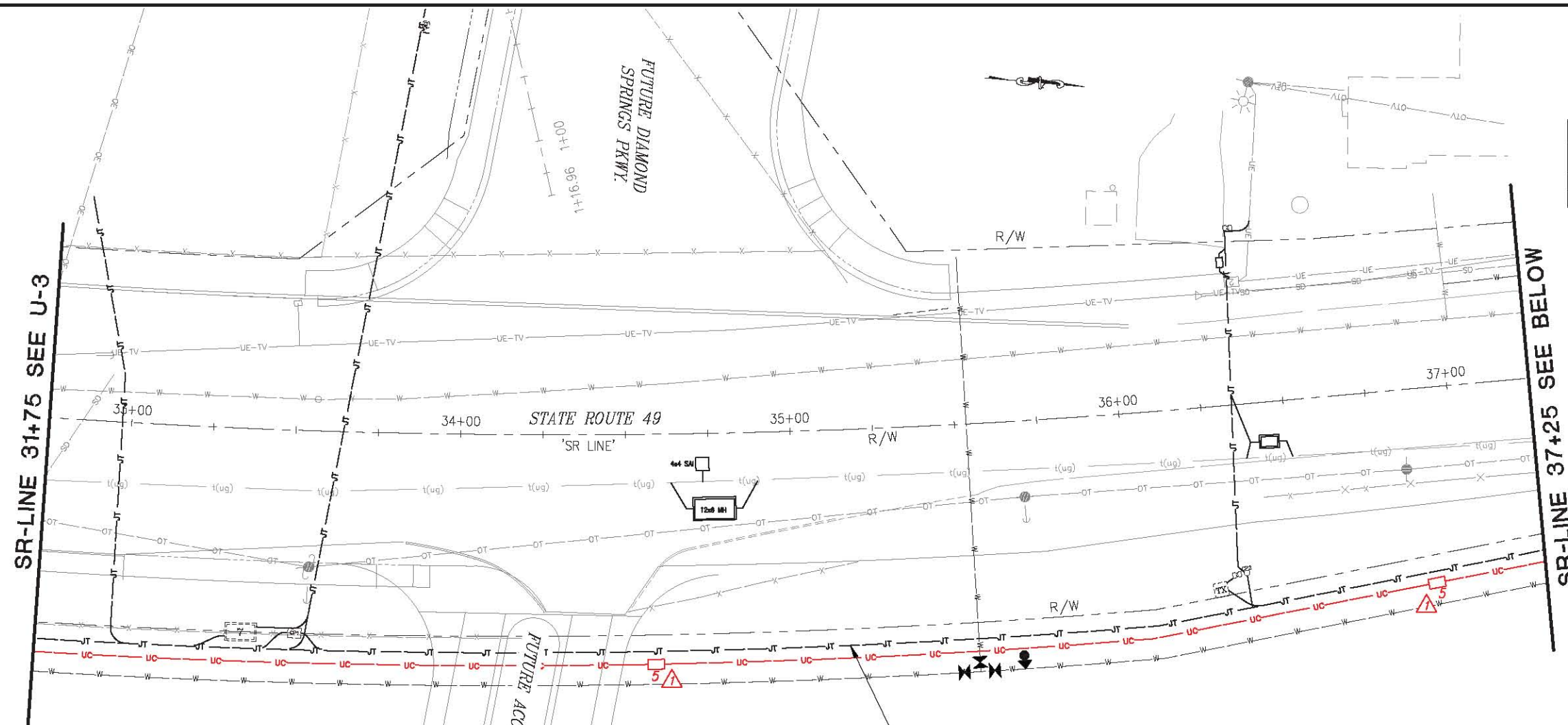
SHEET
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44 OF 95
W.O. No. 72375

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DIST	COUNTY	ROUTE	KILOMETER POSTS TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
3	ED	49	11.78/12.4	45	95

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POTHOLE DATA TABLE					
NUMBER	SIZE (INCH)	TYPE	NORTHING	EASTING	UTILITY ELEVATION (FT)
17	6	WATER-EID	2019779.97	6900808.45	1810.83
18	6	WATER-EID	2019832.88	6900794.15	1809.56



THIS SHEET ACCURATE FOR UTILITY WORK ONLY

JOINT TRENCH PLANS
SCALE : 1" = 20'

EFIS 0300000611 CU 00000 EA 03-0E960

ORIGINAL SCALE IS IN INCHES
Drawing name: C:\Civil 3D\Projects\72334 Diamond Springs Pkwy\CADD Files\Sheets\U-4.dwg Layout Tab: U-4 Jan 16, 2019 10:03am SMC\ey

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	1	01/17/19	ADDENDUM #1	DWH



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DATE: 3/9/2018

DESIGNED: JN
DRAWN: AN
CHECKED: DH
DATE: 3/5/2018
ROAD NUMBER: 49



COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION

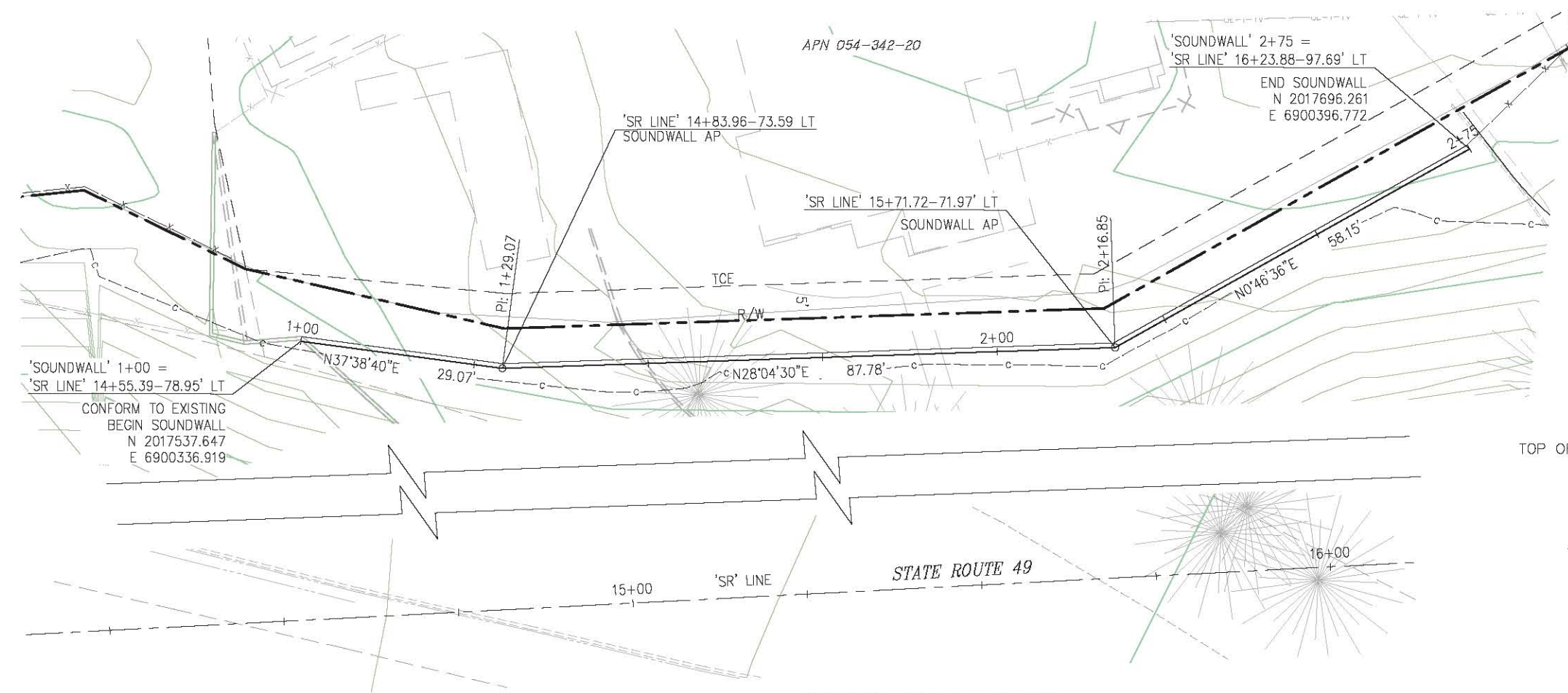
SR-49 REALIGNMENT -
DIAMOND SPRINGS PARKWAY
PHASE 1A

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W.O. No. 72375

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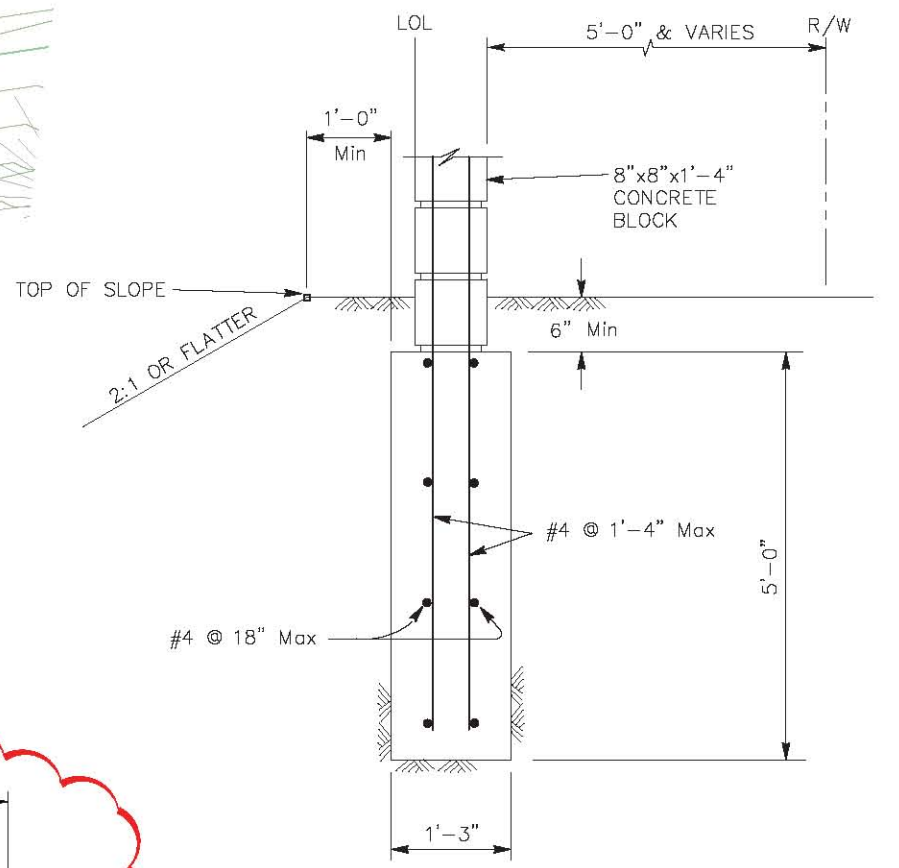
DIST	COUNTY	ROUTE	KILOMETER POSTS TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
3	ED	49	11.78/12.4	90	95

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SOUND WALL PLAN

LAYOUT LINE = FACE OF WALL
SCALE: 1"=10'



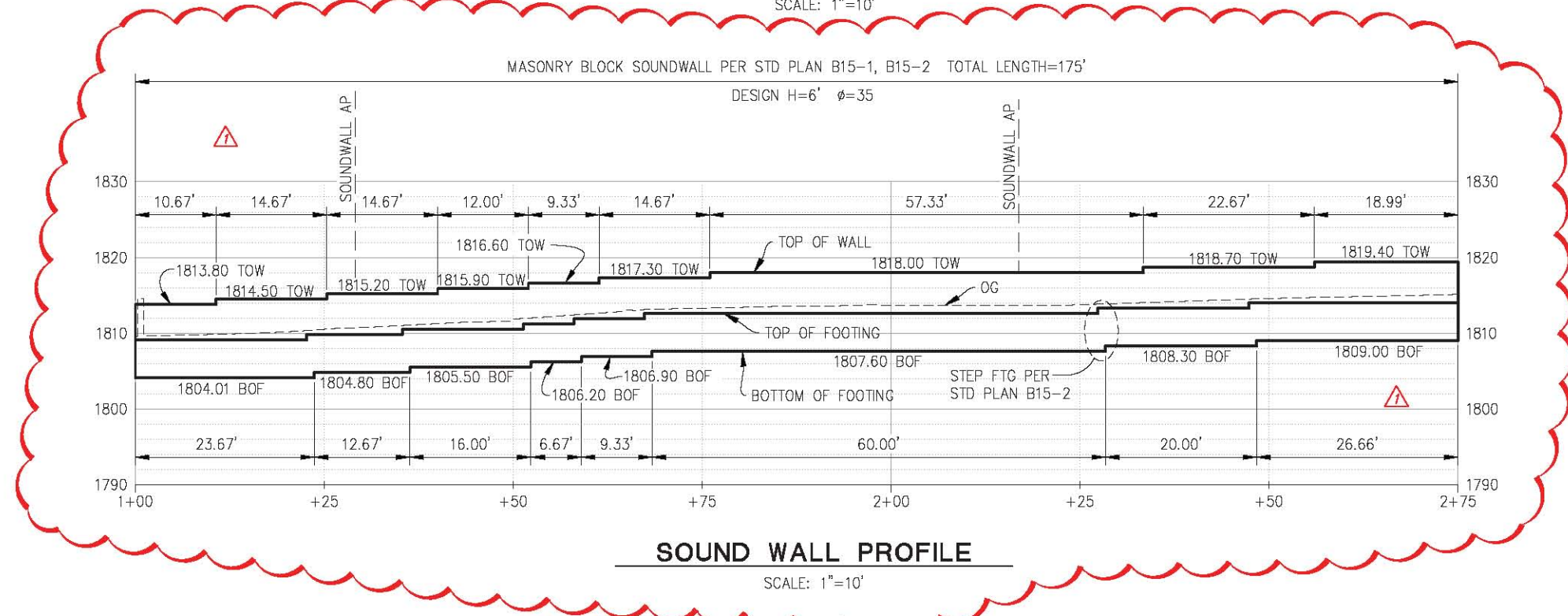
TRENCH FOOTING CASE 2
NO SCALE

ABBREVIATIONS:

TOW = TOP OF WALL
BOF = BOTTOM OF FOOTING

NOTES:

- STATION/OFFSET CALLOUTS PER 'SR' ALIGNMENT.
- FOR ADDITIONAL DETAILS NOT SHOWN, SEE STD PLANS
- B15-1 AND B15-2 FOR "H"=6'-0".
- TOW ELEVATION DOES NOT INCLUDE MORTAR CAP.



SOUND WALL PROFILE

SCALE: 1"=10'

SOUNDWALL PLAN & DETAILS
SCALE : 1"=40'H, 1"=20'V

EFIS 0300000611 CU 00000 EA 03-0E960

ORIGINAL SCALE IS IN INCHES
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REVISION	NUMBER	DATE	DESCRIPTION	BY
1	01/17/19		ADDENDUM #1	DWH



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[Signature]
REGISTERED CIVIL ENGINEER
DATE: 3/9/2018

DESIGNED: JUN ARB/AN
CHECKED: DH DATE: 3/5/2018
ROAD NUMBER: SR49



COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION

SR49 REALIGNMENT -
DIAMOND SPRINGS PARKWAY
PHASE 1A

SHEET
SW-1R
90 OF 95
W.O. No. 72375