

# ORIGINAL

County of El Dorado, State of California  
Community Development Agency, Transportation Division

Contract #078-C1499 / CIP No. 71328

## U.S. 50 / SILVA VALLEY PARKWAY INTERCHANGE – PHASE 1 PROJECT

**THIS AGREEMENT** ("Agreement") approved by the Board of Supervisors this 22<sup>nd</sup> day of October, in the year of 2013, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Community Development Agency, Transportation Division thereof, the party of the first part hereinafter called "County," and MYERS AND SONS CONSTRUCTION, L.P., 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:

## U.S. 50 / SILVA VALLEY PARKWAY INTERCHANGE – PHASE 1 PROJECT

The project is located near El Dorado Hills in El Dorado County. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

A new connection to U.S. 50 with new signalized diagonal on- and off-ramps and a loop on-ramp. Each on-ramp will have California Highway Patrol Enforcement Areas and Ramp Metering. The mainline will have an Overcrossing for Silva Valley Parkway and will be improved to include east and west auxiliary lanes between Latrobe Road/El Dorado Hills Boulevard Interchange and the new interchange.

Approximately 1,300 feet of auxiliary lane will be constructed for the westbound off-ramp between Bass Lake Road interchange and the new interchange.

Silva Valley Parkway will connect to the existing 4 lane Silva Valley Parkway to the north and will connect to the existing 2 lane White Rock Road to the south. A new signalized intersection will be installed where new Silva Valley Parkway intersects old White Rock Road on the south. New roads will connect the new intersection to the existing roads. Sidewalk will be installed along old Silva Valley Parkway.

A new Tong Road cul-de-sac will be constructed and Old Tong Road will be abandoned.

Safety lighting and signs will be installed.

Utility Work:

- Abandonment of approximately 1,000 feet of recycled water line
- Abandonment of approximately 3,100 feet of potable water line
- Installation of approximately 1,000 feet of recycled water line
- Installation of approximately 800 feet of potable water line
- Relocation of water appurtenances including Pressure Reducing Station and valve boxes,
- Adjusting to grade sanitary sewer manholes and reconstruction of sanitary sewer manholes

Below is a general description of the structures required for the project:

- Silva Valley Parkway Overcrossing (Br. No. 25-0127): This will be a two span, cast-in-place, prestressed concrete box girder bridge approximately 280 feet long by 105 feet wide. The erection and removal of falsework will require directional closures of US 50. Bridge mounted sign structures will be installed on both sides of this structure. The north abutment of the structure is located within an AMA area.
- Silva Valley WB Off-Ramp Bridge (Br. No. 25-0130K): This will be a three span, cast-in-place reinforced concrete box girder bridge approximately 260 feet long by 51 feet wide. The structure will require superelevation transitions along its entirety. It will cross Carson Creek and require Temporary Fence (Type ESA) around several trees within its proximity.
- Silva Valley EB Off-Ramp Undercrossing (Br. No. 25-0128S): This will be a single span, cast-in-place, prestressed concrete box girder approximately 130 feet long by 40 feet wide. The structure will cross over existing Silva Valley Parkway. PG&E will require a utility access road be constructed next to the embankment from the east abutment.
- Silva Valley WB On-Ramp Undercrossing (Br. No. 25-0129K): This will be a three span, cast-in-place, prestressed concrete voided slab approximately 115 feet long by 40 feet wide. The structure will cross over existing Silva Valley Parkway. El Dorado Irrigation District (EID) has facilities in conflict with the structure which you will relocate.
- Bucks Ravine Creek Reinforced Concrete Box Culvert (Extension): This existing double 6'x7' box culvert will be reconstructed and extended approximately 100 feet. The box culvert extension will require a temporary creek diversion and work within Bucks Ravine Creek must be done in accordance with all environmental permits.
- Carson Creek MSE (Br. No. 25E0007): This wall will be an MSE structure approximately 230 feet long by 12 to 15 feet tall. Design H ranges from 8' thru 20'. The wall will require Temporary Fence (Type ESA) around several trees within its proximity.

- Carson Creek Culvert: This will be a prefabricated bottomless arch culvert approximately 144 feet long by 36 feet wide. The culvert requires you to submit construction drawings for approval by the Engineer prior to construction. The bottomless arch culvert will require a temporary creek diversion and work within Carson Creek must be done in accordance with all environmental permits.

Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions shall be performed, constructed or installed.

## **Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Iran Contracting Act Certification, Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification, Certification of Bidder's Prefabricated Bridge Manufacturer's Qualifications, 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 2010, and Standard Specifications 2010, 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.

## **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 the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **Ten Thousand Five Hundred dollars**

**(\$10,500.00) per day** as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

#### **Work Part Completion Deadlines**

The following work part completion deadlines apply to this project:

- All Stage 1 work required to accommodate Stage 2 traffic shall be completed by October 1, 2014. If you fail to meet this milestone, you will be assessed liquidated damages of \$10,500 per calendar day. There is no maximum cap on the amount of liquidated damages assessed under this provision for delay.
- All Stage 2 work required to accommodate Stage 3 traffic shall be completed by October 1, 2015. If you fail to meet this milestone, you will be assessed liquidated damages of \$10,500 per calendar day. There is no maximum cap on the amount of liquidated damages assessed under this provision for delay.
- All permanent grading, earthwork, drainage work, dense grade HMA, and erosion control work must be completed by October 31, 2015. If you fail to meet this milestone, you will be assessed liquidated damages of \$10,500 per calendar day. There is no maximum cap on the amount of liquidated damages assessed under this provision for delay.

#### **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 employees, 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 or 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: 10/28/13

**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 10/28/13

**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 49 CFR Part 18 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 49 CFR Part 18 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 will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

#### **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. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Community Development Agency, Transportation Division's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

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 reporting;
- 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.

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 under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall the unincorporated territory of El Dorado County without possessing a County business license unless exempt 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. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is John Kahling, Deputy Director Engineering, Construction Unit, Community Development Agency, Transportation Division, or successor.

**Article 23. 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 24. 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 25. 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.

IN WITNESS WHEREOF, the said Community Development Agency, Transportation Division, 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: 11/14/13

*Norma Santiago*  
Norma Santiago Vice Chair  
Board of Supervisors

Board Date: 10-22-13

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

Dated: 11/14/13

*Stephen Taylor*  
Deputy Clerk

Board Date: 10-22-13

MYERS AND SONS CONSTRUCTION, L.P.

MYERS AND SONS  
CONSTRUCTION, L.P.  
By: C and J Myers, Inc.  
Its: Acting General Partner

944155  
License No.

27-1829007  
Federal Employee Identification Number

By: *[Signature]*  
Clinton Wallace Myers  
Its: Vice President

Dated: 10/28/13

By: *[Signature]*  
Clinton Charles Myers  
Its: President

Dated: 10/28/13

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

Mailing Address: 2554 Millcreek Drive, Sacramento, CA 95833

Business Address: 2554 Millcreek Drive, Sacramento, CA 95833

Email Address: cwmyers@myers-sons.com

Phone: (916) 649-4504

Fax: (916) 920-2246

Exhibit A

**CONTRACTOR'S BID AND BID PRICE SCHEDULE**

**U.S. 50 / SILVA VALLEY PARKWAY INTERCHANGE – PHASE 1 PROJECT**

**CONTRACT NO. PW 12-30647 / CIP NO. 71328**

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
1	072007		EXCAVATION SAFETY	LS	1	\$5,000.00	\$5,000.00
2	070030		LEAD COMPLIANCE PLAN	LS	1	\$1,500.00	\$1,500.00
3	080050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$20,000.00	\$20,000.00
4	120090		CONSTRUCTION AREA SIGNS	LS	1	\$30,000.00	\$30,000.00
5	120100		TRAFFIC CONTROL SYSTEM	LS	1	\$300,000.00	\$300,000.00
6	120120		TYPE III BARRICADE	EA	60	\$100.00	\$6,000.00
7	120149		TEMPORARY PAVEMENT MARKING (PAINT)	SF	100	\$2.00	\$200.00
8	120159		TEMPORARY TRAFFIC STRIPE (PAINT)	LF	5,490	\$0.80	\$4,392.00
9	120165		CHANNELIZER (SURFACE MOUNTED)	EA	110	\$30.00	\$3,300.00
10	120199		TRAFFIC PLASTIC DRUM	EA	200	\$35.00	\$7,000.00
11	120300		TEMPORARY PAVEMENT MARKER	EA	200	\$3.00	\$600.00
12	128650		PORTABLE CHANGEABLE MESSAGE SIGN	SWD	400	\$300.00	\$120,000.00
13	129000		TEMPORARY RAILING (TYPE K)	LF	16,100	\$10.00	\$161,000.00
14	129100		TEMPORARY CRASH CUSHION MODULES	EA	140	\$140.00	\$19,600.00
15	129110A		TEMPORARY CRASH CUSHION (TYPE ABSORB 350)	EA	4	\$6,000.00	\$24,000.00
16	130100		JOB SITE MANAGEMENT	LS	1	\$100,000.00	\$100,000.00
17	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$10,000.00	\$10,000.00
18	130310		RAIN EVENT ACTION PLAN	EA	53	\$500.00	\$26,500.00
19	130320		STORM WATER SAMPLING AND ANALYSIS DAY	EA	52	\$500.00	\$26,000.00
20	130330		STORM WATER ANNUAL REPORT	EA	2	\$2000.00	\$4,000.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
21	141000		TEMPORARY FENCE (TYPE ESA)	LF	5,800	\$4.00	\$23,200.00
22	149001A		ASBESTOS DUST MITIGATION PLAN	LS	1	\$2,500.00	\$2,500.00
23	150204A		ABANDON UNDER DRAIN	LF	3,280	\$2.00	\$6,560.00
24	150605		REMOVE FENCE	LF	12,700	\$2.00	\$25,400.00
25	150662		REMOVE METAL BEAM GUARD RAILING	LF	570	\$7.50	\$4,275.00
26	150668		REMOVE FLARED END SECTION	EA	5	\$150.00	\$750.00
27	150714		REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	3,030	\$0.75	\$2,272.50
28	150715		REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	300	\$2.00	\$600.00
29	150722		REMOVE PAVEMENT MARKER	EA	44	\$2.00	\$88.00
30	150742		REMOVE ROADSIDE SIGN	EA	21	\$100.00	\$2,100.00
31	150771		REMOVE HOT MIX ASPHALT DIKE	LF	1,300	\$2.00	\$2,600.00
32	150809		REMOVE CULVERT	LF	470	\$10.00	\$4,700.00
33	150814		REMOVE DOWNDRAIN	LF	130	\$10.00	\$1,300.00
34	150819		REMOVE REINFORCED CONCRETE BOX CULVERT	LS	1	\$40,000.00	\$40,000.00
35	150820		REMOVE INLET	EA	3	\$150.00	\$450.00
36	150860		REMOVE BASE AND SURFACING	CY	2,100	\$10.00	\$21,000.00
37	152390		RELOCATE ROADSIDE SIGN	EA	10	\$200.00	\$2,000.00
38	152394		RELOCATE SIGN STRUCTURE	EA	1	\$9,000.00	\$9,000.00
39	153103		COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	13,800	\$2.00	\$27,600.00
40	153130		REMOVE CONCRETE CURB	LF	120	\$8.00	\$960.00
41	153221		REMOVE CONCRETE BARRIER	LF	540	\$35.00	\$18,900.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
42	160102		CLEARING AND GRUBBING	LS	1	\$10,000.00	\$10,000.00
43	160120		REMOVE TREE	EA	140	\$400.00	\$56,000.00
44	170101		DEVELOP WATER SUPPLY	LS	1	\$150,000.00	\$150,000.00
45	190101	F	ROADWAY EXCAVATION	CY	231,000	\$17.00	\$3,927,000.00
46	192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	4,134	\$80.00	\$330,720.00
47	192020	F	STRUCTURE EXCAVATION (TYPE D)	CY	199	\$100.00	\$19,900.00
48	192037	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	900	\$40.00	\$36,000.00
49	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	2,876	\$50.00	\$143,800.00
50	193013	F	STRUCTURE BACKFILL (RETAINING WALL)	CY	1,400	\$40.00	\$56,000.00
51	198010	F	IMPORTED BORROW (CY)	CY	122,000	\$8.00	\$976,000.00
52	200117		DECOMPOSED GRANITE (MISCELLANEOUS AREA)	SF	290	\$10.00	\$2,900.00
53	203018A		BIOSWALE	SY	1,750	\$1.00	\$1,750.00
54	208738	F	8" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF	1,263	\$15.00	\$18,945.00
55	210010		MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	4	\$1,000.00	\$4,000.00
56	210280		ROLLED EROSION CONTROL PRODUCT (BLANKET) TYPE B	SY	1,540	\$5.50	\$8,470.00
57	210350		FIBER ROLLS	LF	95,800	\$2.75	\$263,450.00
58	210430		HYDROSEED	SY	231,000	\$1.00	\$231,000.00
59	210600A		COMPOST (INCORPORATE)	SY	1,140	\$7.00	\$7,980.00
60	260203		CLASS 2 AGGREGATE BASE	CY	43,300	\$30.00	\$1,299,000.00
61	377501		SLURRY SEAL	TON	38	\$700.00	\$26,600.00
62	390132		HOT MIX ASPHALT (TYPE A)	TON	35,000	\$75.00	\$2,625,000.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
63	390138		RUBBERIZED HOT MIX ASPHALT (OPEN GRADED)	TON	2,770	\$90.00	\$249,300.00
64	394050		RUMBLE STRIP	STA	140	\$20.00	\$2,800.00
65	394074		PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	960	\$2.00	\$1,920.00
66	394076		PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	7,400	\$2.00	\$14,800.00
67	394077		PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	5,300	\$2.00	\$10,600.00
68	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SY	1,810	\$16.00	\$28,960.00
69	477020	P-F	MECHANICALLY STABILIZED EMBANKMENT	SF	2,880	\$25.00	\$72,000.00
70	498052		60" CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	LF	290	\$3,000.00	\$870,000.00
71	500001	P	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	\$250,000.00	\$250,000.00
72	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	709	\$450.00	\$319,050.00
73	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	4,668	\$1,000.00	\$4,668,000.00
74	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	440	\$550.00	\$242,000.00
75	510072	F	STRUCTURAL CONCRETE, BARRIER SLAB	CY	112	\$800.00	\$89,600.00
76	510086	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	520	\$700.00	\$364,000.00
77	510090	F	STRUCTURAL CONCRETE, BOX CULVERT	CY	632	\$1,000.00	\$632,000.00
78	510501A	F	MINOR CONCRETE (MEDIAN)	CY	49	\$500.00	\$24,500.00
79	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	70	\$1,000.00	\$70,000.00
80	510526	F	MINOR CONCRETE (BACKFILL)	CY	47	\$200.00	\$9,400.00
81	511035A	F	ARCHITECTURAL TREATMENT (DRY STACK ROCK TEXTURE)	SF	6,166	\$30.00	\$184,980.00
82	519088A	P	JOINT SEAL (TYPE B - MR 1")	LF	180	\$90.00	\$16,200.00
83	519100	P	JOINT SEAL (MR 2")	LF	298	\$75.00	\$22,350.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
84	519200		PRECAST BRIDGE SYSTEM	LS	1	\$1,000,000.00	\$1,000,000.00
85	520102	P-F	BAR REINFORCING STEEL (BRIDGE)	LB	1,274,872	\$1.00	\$1,274,872.00
86	520103	P-F	BAR REINFORCING STEEL (RETAINING WALL)	LB	52,000	\$1.00	\$52,000.00
87	520107	P-F	BAR REINFORCING STEEL (BOX CULVERT)	LB	122,687	\$1.00	\$122,687.00
88	520120	P-F	HEADED BAR REINFORCEMENT	EA	300	\$5.00	\$1,500.00
89	560203	F	FURNISH SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	LB	6,247	\$5.50	\$34,358.50
90	560204	F	INSTALL SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	LB	6,247	\$2.50	\$15,617.50
91	560218	F	FURNISH SIGN STRUCTURE (TRUSS)	LB	206,000	\$3.50	\$721,000.00
92	560219	F	INSTALL SIGN STRUCTURE (TRUSS)	LB	206,000	\$0.25	\$51,500.00
93	560244		FURNISH LAMINATED PANEL SIGN (1"-TYPE A)	SF	3,160	\$25.42	\$80,327.20
94	560245		FURNISH LAMINATED PANEL SIGN (1"-TYPE B)	SF	110	\$30.00	\$3,300.00
95	560248		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SF	650	\$13.00	\$8,450.00
96	560249		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SF	440	\$16.00	\$7,040.00
97	560251		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SF	94	\$17.00	\$1,598.00
98	560252		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	SF	100	\$18.00	\$1,800.00
99	566011		ROADSIDE SIGN - ONE POST	EA	84	\$250.00	\$21,000.00
100	566012		ROADSIDE SIGN - TWO POST	EA	9	\$400.00	\$3,600.00
101	568001		INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	20	\$100.00	\$2,000.00
102	568001A		INSTALL SIGN (BARRICADE MOUNTED)	EA	2	\$100.00	\$200.00
103	568016		INSTALL SIGN PANEL ON EXISTING FRAME	SF	480	\$10.00	\$4,800.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
104	620100	P	18" ALTERNATIVE PIPE CULVERT	LF	1,520	\$70.00	\$106,400.00
105	620140	P	24" ALTERNATIVE PIPE CULVERT	LF	630	\$80.00	\$50,400.00
106	620220	P	36" ALTERNATIVE PIPE CULVERT	LF	120	\$100.00	\$12,000.00
107	650010	P	12" REINFORCED CONCRETE PIPE	LF	500	\$80.00	\$40,000.00
108	650014	P	18" REINFORCED CONCRETE PIPE	LF	640	\$84.00	\$53,760.00
109	650026	P	36" REINFORCED CONCRETE PIPE	LF	66	\$125.00	\$8,250.00
110	665025	P	24" CORRUGATED STEEL PIPE (.138" THICK)	LF	57	\$120.00	\$6,840.00
111	665033	P	30" CORRUGATED STEEL PIPE (.138" THICK)	LF	6	\$240.00	\$1,440.00
112	665038	P	36" CORRUGATED STEEL PIPE (.138" THICK)	LF	10	\$250.00	\$2,500.00
113	665048	P	48" CORRUGATED STEEL PIPE (.138" THICK)	LF	150	\$150.00	\$22,500.00
114	680905	P	8" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	3,330	\$42.00	\$139,860.00
115	680905A	P	8" PLASTIC PIPE UNDERDRAIN OUTLET	LF	150	\$60.00	\$9,000.00
116	681107A	P	3" PVC PIPE	LF	280	\$38.00	\$10,640.00
117	681132		GEOCOMPOSITE DRAIN	SY	165	\$10.00	\$1,650.00
118	690118	P	18" CORRUGATED STEEL PIPE DOWNDRAIN (.109" THICK)	LF	480	\$70.00	\$33,600.00
119	690125	P	24" CORRUGATED STEEL PIPE DOWNDRAIN (.138" THICK)	LF	73	\$90.00	\$6,570.00
120	692001	P	ENTRANCE TAPER	EA	7	\$950.00	\$6,650.00
121	692307	P	18" ANCHOR ASSEMBLY	EA	29	\$500.00	\$14,500.00
122	702600A		TEE ENERGY DISSIPATOR	EA	2	\$760.00	\$1,520.00
123	703460	P	24" WELDED STEEL PIPE CASING (BRIDGE)	LF	154	\$275.00	\$42,350.00
124	703515	P	8" WELDED STEEL PIPE (.134" THICK)	LF	90	\$110.00	\$9,900.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
125	705011		18" STEEL FLARED END SECTION	EA	10	\$120.00	\$1,200.00
126	705015		24" STEEL FLARED END SECTION	EA	4	\$170.00	\$680.00
127	705019		30" STEEL FLARED END SECTION	EA	1	\$300.00	\$300.00
128	705031		48" STEEL FLARED END SECTION	EA	2	\$1,000.00	\$2,000.00
129	705311		18" ALTERNATIVE FLARED END SECTION	EA	15	\$220.00	\$3,300.00
130	705315		24" ALTERNATIVE FLARED END SECTION	EA	5	\$290.00	\$1,450.00
131	705321		36" ALTERNATIVE FLARED END SECTION	EA	2	\$700.00	\$1,400.00
132	707200		MANHOLE (SDMH)	EA	2	\$4,300.00	\$8,600.00
133	721015	F	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	267	\$75.00	\$20,025.00
134	721026	F	ROCK SLOPE PROTECTION (BACKING NO. 1, METHOD B)	CY	302	\$75.00	\$22,650.00
135	721028	F	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	CY	1,319	\$75.00	\$98,925.00
136	721810		SLOPE PAVING (CONCRETE)	CY	37	\$1,000.00	\$37,000.00
137	729011	P	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SY	9,250	\$1.00	\$9,250.00
138	730010		MINOR CONCRETE (CURB)	LF	6,310	\$15.00	\$94,650.00
139	730040		MINOR CONCRETE (GUTTER)	LF	140	\$40.00	\$5,600.00
140	731504		MINOR CONCRETE (CURB AND GUTTER)	LF	3,400	\$20.00	\$68,000.00
141	731521		MINOR CONCRETE (SIDEWALK)	CY	240	\$410.00	\$98,400.00
142	731530		MINOR CONCRETE (TEXTURED PAVING)	CY	230	\$710.00	\$163,300.00
143	731623		MINOR CONCRETE (CURB RAMP)	CY	4	\$900.00	\$3,600.00
144	750001	P-F	MISCELLANEOUS IRON AND STEEL	LB	15,332	\$1.00	\$15,332.00
145	750505	P-F	BRIDGE DECK DRAINAGE SYSTEM	LB	6,698	\$15.00	\$100,470.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
146	800001	P	FENCE (TYPE BW, METAL POST)	LF	1,100	\$8.00	\$8,800.00
147	800360	P	CHAIN LINK FENCE (TYPE CL-6)	LF	7,050	\$15.00	\$105,750.00
148	801230	P	16' WIRE MESH GATE	EA	2	\$1,500.00	\$3,000.00
149	801300	P	DUAL PIPE GATE	EA	1	\$3,500.00	\$3,500.00
150	802620	P	16' CHAIN LINK GATE (TYPE CL-6)	EA	1	\$1,500.00	\$1,500.00
151	810116		SURVEY MONUMENT (TYPE D)	EA	14	\$500.00	\$7,000.00
152	820107		DELINEATOR (CLASS 1)	EA	167	\$40.00	\$6,680.00
153	820110		HIGHWAY POST MARKER	EA	3	\$50.00	\$150.00
154	820130		OBJECT MARKER	EA	30	\$50.00	\$1,500.00
155	832003	P	METAL BEAM GUARD RAILING (WOOD POST)	LF	6,900	\$20.00	\$138,000.00
156	832070		VEGETATION CONTROL (MINOR CONCRETE)	SY	3,810	\$45.00	\$171,450.00
157	833077		PEDESTRIAN BARRICADE (TYPE I)	EA	2	\$600.00	\$1,200.00
158	833077A		STREET BARRICADE	EA	2	\$1,500.00	\$3,000.00
159	833090A	P-F	TUBULAR BICYCLE RAILING	LF	647	\$85.00	\$54,995.00
160	839521	P-F	CABLE RAILING	LF	176	\$25.00	\$4,400.00
161	839541	P	TRANSITION RAILING (TYPE WB)	EA	10	\$3,000.00	\$30,000.00
162	839581		END ANCHOR ASSEMBLY (TYPE SFT)	EA	17	\$600.00	\$10,200.00
163	839585		ALTERNATIVE FLARED TERMINAL SYSTEM	EA	24	\$2,500.00	\$60,000.00
164	839700		CONCRETE BARRIER (TYPE 60F)	LF	150	\$375.00	\$56,250.00
165	839701		CONCRETE BARRIER (TYPE 60)	LF	570	\$100.00	\$57,000.00
166	839701A		CONCRETE BARRIER (TYPE 60 MOD)	LF	64	\$300.00	\$19,200.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
167	839704A		CONCRETE BARRIER (TYPE 60D MOD)	LF	10	\$200.00	\$2,000.00
168	839720	F	CONCRETE BARRIER (TYPE 732)	LF	225	\$100.00	\$22,500.00
169	839727	F	CONCRETE BARRIER (TYPE 736 MOD)	LF	1,566	\$100.00	\$156,600.00
170	839735A	F	CONCRETE BARRIER (TYPE 742 MOD)	LF	323	\$100.00	\$32,300.00
171	840502		THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	73,500	\$0.50	\$36,750.00
172	840516		THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SF	4,980	\$4.25	\$21,165.00
173	840656		PAINT TRAFFIC STRIPE (2-COAT)	LF	790	\$1.00	\$790.00
174	850111	P	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,960	\$3.00	\$5,880.00
175	860090		MAINTAINING EXISTING TMS ELEMENTS DURING CONSTRUCTION	LS	1	\$4,000.00	\$4,000.00
176	860251	P	SIGNAL AND LIGHTING (LOCATION 1)	LS	1	\$200,000.00	\$200,000.00
177	860252	P	SIGNAL AND LIGHTING (LOCATION 2)	LS	1	\$170,000.00	\$170,000.00
178	860253	P	SIGNAL AND LIGHTING (LOCATION 3)	LS	1	\$150,000.00	\$150,000.00
179	860460	P	LIGHTING AND SIGN ILLUMINATION	LS	1	\$650,000.00	\$650,000.00
180	860799		BATTERY BACKUP SYSTEM	LS	1	\$6,000.00	\$6,000.00
181	861100A		RAMP METERING SYSTEM AND TMS ELEMENTS	LS	1	\$130,000.00	\$130,000.00
182	869001A		EMERGENCY VEHICLE PREEMPTION SYSTEM (LOCATIONS 1 THRU 3)	LS	1	\$25,000.00	\$25,000.00
183	869050		GUARD POST	EA	4	\$400.00	\$1,600.00
184	869050A		GUARD POST (REMOVABLE)	EA	1	\$500.00	\$500.00
185	999990		MOBILIZATION	LS	1	\$2,950,000.00	\$2,950,000.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
<b><u>EID UTILITY RELOCATION WORK ITEMS</u></b>							
186	150204B		ABANDON 12" AC WATER LINE	LF	1,030	\$10.00	\$10,300.00
187	150204C		ABANDON 8" WATER LINE	LF	200	\$10.00	\$2,000.00
188	152375A		RELOCATE PRESSURE REDUCING STATION	EA	1	\$8,000.00	\$8,000.00
189	152375B		RELOCATE BLOW OFF VALVE	EA	1	\$2,000.00	\$2,000.00
190	152375C		RELOCATE AIR RELEASE VALVE	EA	1	\$2,500.00	\$2,500.00
191	208591A		BLOWOFF VALVE	EA	1	\$4,000.00	\$4,000.00
192	510502A		MINOR CONCRETE (ENCASEMENT)	CY	11	\$350.00	\$3,850.00
193	700001A		8" WATER LINE (CL-150)	LF	160	\$70.00	\$11,200.00
194	700001B		12" WATER LINE (CL-150)	LF	1,030	\$70.00	\$72,100.00
<b><u>EID UTILITY RELOCATION WORK ITEMS (REIMBURSABLE)</u></b>							
195	150204D		ABANDON 12" AC WATER LINE (EID)	LF	2,940	\$9.00	\$26,460.00
196	150776A		REMOVE VALVE (EID)	EA	3	\$1,500.00	\$4,500.00
197	150809A		REMOVE WATER LINE (EID)	LF	70	\$30.00	\$2,100.00
198	151508A		RECONSTRUCT MANHOLE (EID)	EA	6	\$4,200.00	\$25,200.00
199	152351		RELOCATE HYDRANT (EID)	EA	2	\$3,000.00	\$6,000.00
200	152375D		RELOCATE AIR RELEASE VALVE (EID)	EA	1	\$2,500.00	\$2,500.00
201	152375E		RELOCATE GATE VALVE (EID)	EA	1	\$3,000.00	\$3,000.00
202	152375F		RELOCATE SAMPLING STATION (EID)	EA	1	\$3,000.00	\$3,000.00
203	152451A		ADJUST WATER VALVE TO GRADE (EID)	EA	11	\$700.00	\$7,700.00
204	152475A		ADJUST SSMH TO GRADE (EID)	EA	2	\$4,300.00	\$8,600.00

ITEM NO.	ITEM	P-F	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
205	208591B		BLOWOFF VALVE (EID)	EA	1	\$3,000.00	\$3,000.00
206	208591C		INSTALL BLIND FLANGE (EID)	EA	1	\$1,900.00	\$1,900.00
207	700001C		12" WATER LINE (DR-14) (EID)	LF	590	\$85.00	\$50,150.00
<b>TOTAL BID:</b>							<b>\$29,715,154.70</b>

F - Final Pay Quantity

P - Eligible for Partial Payment

LS - Lump Sum

## EXHIBIT B

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Contractor will not discriminate against any employee 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.
2. Contractor and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Contractor's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Contractor will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
  - (a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - (b) For willful violation of this Fair Employment provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Agreement and the actual cost thereof to County to cure Contractor's breach of this Agreement.