

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

P&C No. 113-C1499 / CIP No. 73320

PLEASANT VALLEY RD (SR 49)/ PATTERSON DR INTERSECTION SIGNALIZATION

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this 5th day of November, 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 WESTERN ENGINEERING CONTRACTORS, INC. party of the second part hereinafter called "Contractor."

RECITALS:

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

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

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

Article 1. THE WORK

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

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

PLEASANT VALLEY RD (SR 49)/ PATTERSON DR INTERSECTION SIGNALIZATION

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

Widening of portions of Pleasant Valley Road (State Route 49) and portions of Patterson Drive, roadway improvements, traffic signal installation, including stage construction to facilitate grading, clearing and grubbing, permanent and temporary fence removal and construction, drainage removal and construction, concrete and steel drainage inlets, grade ditch, excavation, rock base, HMA paving, signing and striping, cold planing, permanent and temporary erosion control.

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, 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 Community Development Agency, Transportation Division, 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 **Three Thousand (\$3,000) Dollars** per day as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

Article 5. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its officers, directors, and employees, and the State of California (State), its officers and employees, directors, agents (excluding agents who are design professionals), State Contractors doing work within the project limits, El Dorado Irrigation District, and any property owners from whom the County obtained easements 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, El Dorado Irrigation District, 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, El Dorado Irrigation District, 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, El Dorado Irrigation District, or the State or 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, El Dorado Irrigation District, 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 County of El Dorado 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 11/6/13

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 11/6/13

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.

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 Agency, Transportation Division'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 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 County of El Dorado 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 Division, 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: 12-3-13

Board Date: 11-5-13


RON BRIGGS, Chair
Board of Supervisors

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

Dated: 12-3-13

Board Date: 11-5-13


Deputy Clerk

WESTERN ENGINEERING CONTRACTORS, INC.


Dated: 11/6/13

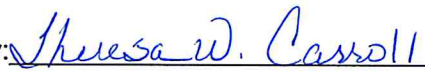
440681

94-2901297

License No.

Federal Employee Identification Number

By: 
Josh Wertz, Vice President

By: 
Theresa Carroll, 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: P.O. Box 1387, Loomis, California 95650

Business Address: 3171 Rippey Road, Loomis, California 95650

Email Address: jwertz@westeng.com

Phone: (916) 652-3990

Fax: (916) 652-3995

EXHIBIT A
CONTRACTOR'S BID AND BID PRICE SCHEDULE
(Engineer's Estimate)
CONTRACT NO. PW 09-30425 / CIP NO. 73320

Item No.	Item Code	Item Description	Unit of Measure	ESTIMATED QUANTITY	ITEM PRICE	TOTAL PRICE (In Figures)
1	070030	LEAD COMPLIANCE PLAN	LS	1	\$2,000.00	\$2,000.00
2	072007	EXCAVATION SAFETY	LS	1	\$2,500.00	\$2,500.00
3	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$2,000.00	\$2,000.00
4	P 120090	CONSTRUCTION AREA SIGNS	LS	1	\$7,000.00	\$7,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$50,000.00	\$50,000.00
6	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SF	409	\$4.00	\$1,636.00
7	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	8,711	\$0.50	\$4,355.50
8	120182	PORTABLE DELINEATOR	EA	129	\$50.00	\$6,450.00
9	120199	TRAFFIC PLASTIC DRUM	EA	10	\$100.00	\$1,000.00
10	120200	FLASHING BEACON (PORTABLE)	EA	9	\$800.00	\$7,200.00
11	120300	TEMPORARY PAVEMENT MARKER	EA	422	\$4.00	\$1,688.00
12	128651A	PORTABLE CHANGEABLE MESSAGE SIGN	SWD	480	\$25.00	\$12,000.00
13	130100	JOB SITE MANAGEMENT	LS	1	\$6,500.00	\$6,500.00
14	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$2,500.00	\$2,500.00
15	130310	RAIN EVENT ACTION PLAN	EA	10	\$500.00	\$5,000.00
16	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	10	\$200.00	\$2,000.00
17	130330	STORM WATER ANNUAL REPORT	EA	1	\$2,000.00	\$2,000.00
18	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	10	\$200.00	\$2,000.00
19	141000	TEMPORARY FENCE (TYPE ESA)	LF	3,360	\$2.50	\$8,400.00

Item No.	Item Code	Item Description	Unit of Measure	ESTIMATED QUANTITY	ITEM PRICE	TOTAL PRICE (In Figures)
20	141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (Hazardous Waste)	LF	3,300	\$2.00	\$6,600.00
21	149001A	PREPARE FUGITIVE DUST CONTROL PLAN	LS	1	\$500.00	\$500.00
22	150204	ABANDON CULVERT (33"X49")	LF	43	\$70.00	\$3,010.00
23	150606	REMOVE FENCE (TYPE BW)	LF	1,388	\$2.00	\$2,776.00
24	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	4,242	\$1.00	\$4,242.00
25	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	411	\$3.00	\$1,233.00
26	150722	REMOVE PAVEMENT MARKER	EA	315	\$3.00	\$945.00
27	150742	REMOVE ROADSIDE SIGNS	EA	8	\$100.00	\$800.00
28	150745A	REMOVE FLASHING SIGNAL POLE	EA	1	\$1,000.00	\$1,000.00
29	150807A	REMOVE STORM DRAIN CULVERT (18" Dia or less)	LF	84	\$20.00	\$1,680.00
30	150807B	REMOVE STORM DRAIN CULVERT (33" X 49" CMPA)	LF	30	\$70.00	\$2,100.00
31	150812A	REMOVE PIPE (WATERLINE)	LF	250	\$25.00	\$6,250.00
32	150820	REMOVE INLET	EA	2	\$350.00	\$700.00
33	150821	REMOVE HEADWALL	EA	2	\$1,000.00	\$2,000.00
34	150828A	REMOVE UTILITY BOX	EA	2	\$550.00	\$1,100.00
35	151281	SALVAGE ROADSIDE SIGN	EA	9	\$150.00	\$1,350.00
36	151287A	SALVAGE FLASHING SIGNAL POLE & LUMINAIRE	EA	1	\$700.00	\$700.00
37	151508A	RECONSTRUCT MANHOLE (EXISTING SSMH)	EA	3	\$3,500.00	\$10,500.00

Item No.	Item Code	Item Description	Unit of Measure	ESTIMATED QUANTITY	ITEM PRICE	TOTAL PRICE (In Figures)
38	151531A	RECONSTRUCT FENCE (chain link with slats)	LF	290	\$21.00	\$6,090.00
39	152390	RELOCATE ROADSIDE SIGN	EA	7	\$200.00	\$1,400.00
40	152402	ADJUST WATER VALVE COVER TO GRADE	EA	7	\$650.00	\$4,550.00
41	152440	ADJUST MANHOLE TO GRADE	EA	2	\$750.00	\$1,500.00
42	152453A	ADJUST WATER BLOW-OFF VALVE BOX TO GRADE	EA	1	\$800.00	\$800.00
43	153103A	COLD PLANE ASPHALT CONCRETE PAVEMENT (Minimum depth = 0.10')	SY	482	\$5.00	\$2,410.00
44	153103B	COLD PLANE ASPHALT CONCRETE PAVEMENT (Minimum depth = 0.20')	SY	2,018	\$5.00	\$10,090.00
45	153121A	REMOVE SIGNAL POLE FOUNDATIONS	CY	2	\$550.00	\$1,100.00
46	153215A	REMOVE CONCRETE (Curbs, Gutters and Driveways)	CY	78	\$55.00	\$4,290.00
47	153218	REMOVE CONCRETE (Sidewalk)	SF	1,655	\$2.00	\$3,310.00
48	153247A	REMOVE CONCRETE (SIGN FOUNDATION)	CY	3	\$300.00	\$900.00
49	155232	SAND BACKFILL	CY	25	\$80.00	\$2,000.00
50	160102	CLEARING AND GRUBBING	LS	1	\$44,614.00	\$44,614.00
51	F 190101	ROADWAY EXCAVATION	CY	2,524	\$30.00	\$75,720.00
52	192059	STRUCTURE EXCAVATION (TYPE DC)	LS	1	\$6,500.00	\$6,500.00
53	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	17	\$300.00	\$5,100.00
54	210270	ROLLED EROSION CONTROL PRODUCT (NETTING-Type C)	SF	198	\$5.00	\$990.00
55	210300	HYDROMULCH	SF	82,380	\$0.10	\$8,238.00

Item No.	Item Code	Item Description	Unit of Measure	ESTIMATED QUANTITY	ITEM PRICE	TOTAL PRICE (In Figures)
56	210350	FIBER ROLLS	LF	2,670	\$3.20	\$8,544.00
57	210430	HYDROSEED	SF	82,578	\$0.09	\$7,432.02
58	210600	COMPOST	SF	198	\$5.00	\$990.00
59	210630	INCORPORATE MATERIALS	SF	82,380	\$0.15	\$12,357.00
60	260203	CLASS 2 AGGREGATE BASE	CY	888	\$165.00	\$146,520.00
61	390132	HOT MIX ASPHALT (TYPE A)	TON	2,777	\$90.00	\$249,930.00
62	390135	HOT MIX ASPHALT (LEVELING)	TON	2,181	\$100.00	\$218,100.00
63	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	53	\$30.00	\$1,590.00
64	394090A	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)(SIDEWALK & RAMP)	SQYD	212	\$24.00	\$5,088.00
65	F 510050	STRUCTURAL CONCRETE (PCC SLAB, ARCH CULVERT)	CY	13	\$600.00	\$7,800.00
66	F 510060	STRUCTURAL CONCRETE (RETAINING WALL)	CY	44	\$550.00	\$24,200.00
67	510502A	TYPE OS INLET	EA	1	\$2,200.00	\$2,200.00
68	510502B	TYPE GO INLET	EA	4	\$2,600.00	\$10,400.00
69	510502C	TYPE G3 INLET	EA	1	\$2,200.00	\$2,200.00
70	F 510526	MINOR CONCRETE (BACKFILL)	CY	42	\$270.00	\$11,340.00
71	P-F 520103	BAR REINFORCING STEEL (RETAINING WALL)	LB	2,475	\$2.50	\$6,187.50
72	P-F 520101A	BAR REINFORCING STEEL (PCC Slab, Arch Culvert)	LB	700	\$3.00	\$2,100.00
73	566011	ROADSIDE SIGN - ONE POST	EA	7	\$300.00	\$2,100.00

Item No.	Item Code	Item Description	Unit of Measure	ESTIMATED QUANTITY	ITEM PRICE	TOTAL PRICE (In Figures)	
74	P	641101	12" PLASTIC PIPE	LF	105	\$130.00	\$13,650.00
75	P	641107	18" PLASTIC PIPE	LF	680	\$65.00	\$44,200.00
76	P	667028	49" x 33" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	115	\$160.00	\$18,400.00
77		700639A	36" GMP (0.109" THICK)	EA	2	\$1,800.00	\$3,600.00
78		705001A	49" x 33" STEEL FLARED END SECTION	EA	2	\$500.00	\$1,000.00
79		705011	18" STEEL FLARED END SECTION	EA	1	\$400.00	\$400.00
80	P	707225	48" PRECAST CONCRETE PIPE MANHOLE	EA	3	\$4,500.00	\$13,500.00
81	F	721026	ROCK SLOPE PROTECTION (BACKING NO. 1, METHOD B)	CY	33	\$175.00	\$5,775.00
82	F	721028	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	CY	2	\$175.00	\$350.00
83		729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SY	67	\$20.00	\$1,340.00
84	F	730020	MINOR CONCRETE (CURB)	CY	17	\$485.00	\$8,245.00
85	F	730045A	MINOR CONCRETE (VALLEY GUTTER)	CY	18	\$460.00	\$8,280.00
86	F	731504	MINOR CONCRETE (CURB & GUTTER)	CY	96	\$410.00	\$39,360.00
87	F	731521	MINOR CONCRETE (SIDEWALK)	CY	100	\$590.00	\$59,000.00
88	F	731623	MINOR CONCRETE (CURB RAMP)	CY	9	\$1,000.00	\$9,000.00
89	P	800001	FENCE (TYPE BW)	LF	1,225	\$8.00	\$9,800.00
90		800101	TEMPORATY FENCE (TYPE BW)	LF	231	\$7.00	\$1,617.00
91		800103	TEMPORARY FENCE (TYPE CL-6)	LF	611	\$5.00	\$3,055.00

Item No.	Item Code	Item Description	Unit of Measure	ESTIMATED QUANTITY	ITEM PRICE	TOTAL PRICE (In Figures)
92	801150A	10' WIRE MESH GATE (58" TALL, TYPE BW)	EA	2	\$1,500.00	\$3,000.00
93	820107	DELINEATOR (CLASS 1)	EA	4	\$50.00	\$200.00
94	832001	METAL BEAM GUARD RAILING	LF	38	\$45.00	\$1,710.00
95	839541	TRANSITION RAILING (TYPE WB)	EA	1	\$3,600.00	\$3,600.00
96	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	1	\$3,200.00	\$3,200.00
97	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	8,851	\$1.00	\$8,851.00
98	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SF	1,212	\$4.00	\$4,848.00
99	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	2,445	\$3.00	\$7,335.00
100	850111A	PAVEMENT MARKER, BLUE (RETROREFLECTIVE)	EA	2	\$15.00	\$30.00
101	P 860201	SIGNAL AND LIGHTING	LS	1	\$230,000.00	\$230,000.00
102	999990	MOBILIZATION	LS	1	\$172,000.00	\$172,000.00
TOTAL BID:					\$1,747,742.02	

(F) Final Pay Quantity
(P) Eligible for Partial Payment

(LS) Lump Sum
(SWD) Sign Working Day

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.