

ORIGINAL

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

CIP No. 72375, Contract No. 2720

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

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this 5th day of March, in the year of 2019, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Community Development Services, Department of Transportation thereof, the party of the first part hereinafter called "County," and Granite Construction Company, party of the second part hereinafter called "Contractor."

RECITALS:

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

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

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

Article 1. THE WORK

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

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

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

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

- A. Base Bid (Schedule A) work to be performed includes realignment and widening of State Route 49 (SR-49) from the intersection of Pleasant Valley Road to 2,000 feet north of Lime Kiln Road/Black Rice Road. Roadway improvements on SR-49 include roadway excavation, HMA paving and dike, concrete curb, gutter, and sidewalk, signing and striping, permanent and temporary fence removal and construction, drainage improvements, signal modifications, retaining wall, and underground utility construction.
- B. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Debarment, Iran Contracting Act Certification, Suspension, Ineligibility, and Voluntary Exclusion Certification, Opt Out of Payment Adjustments for Price Index Fluctuation form, if elected, -the Contract which includes this Agreement with all Exhibits thereto, including the Fair Employment Practices Addendum, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans 2015, and Standard Specifications 2015, Revised Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other Contract Document, this Agreement shall take precedence.

Article 3. COVENANTS AND CONTRACT PRICE

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A.

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 8 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **Five Thousand Four Hundred Dollars (\$5,400.00)**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the Contract time prescribed herein.

Article 5. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its (their) officers, directors, and employees, and the State of California (State), its officers, directors, agents (excluding agents who are design professionals), State Contractors doing work within the project limits, and any property owners from whom the County obtained easements associated with this Contract harmless

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

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

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

Article 6. VENUE

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

Article 7. NOTIFICATION OF SURETY COMPANY

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

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works Contract or a Subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

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

Article 9. TERMINATION BY COUNTY FOR CONVENIENCE

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

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

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

Article 10. TERMINATION BY COUNTY FOR CAUSE

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or violates any of the Contract assurances, nondiscrimination provisions or any other Federal or state requirements as identified in Section 7-1.02 of the Special Provisions, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

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

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

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

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

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

Article 11. SUCCESSORS AND ASSIGNS

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

Article 12. REPORTING ACCIDENTS


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

Article 13. EMISSIONS REDUCTION

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

CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS

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


Signed:  Date 03/11/19
Kenneth B. Olson, Vice President

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.

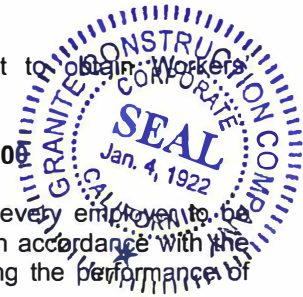
CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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 03/11/19
Kenneth B. Olson, Vice President

Article 15. WARRANTY

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



Article 16. RETAINAGE

The retainage from payment is set forth in Section 9-1.16F(1) of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

Article 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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

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

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

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

Article 18. PREVAILING WAGE REQUIREMENTS

Contractor's attention is directed to the requirements of Division 2 Part 7, Chapter 1 of the California Labor Code, including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7. The general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

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

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

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

Article 19. NONDISCRIMINATION

- A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" is incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related Work shall incorporate Exhibit B (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.
- D. Contractor's signature executing this Contract shall provide any certifications necessary under the Federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Article 20. CONTRACTOR ASSURANCES

By executing this Contract, Contractor certifies that it:

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

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

Article 21. BUSINESS LICENSE

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

Article 22. TAXES

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

Article 23. CONTRACT ADMINISTRATOR

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

Article 24. AUTHORIZED SIGNATURES

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

Article 25. PARTIAL INVALIDITY

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

Article 26. NO THIRD PARTY BENEFICIARIES

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

Article 27. COUNTERPARTS

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

Article 28. ENTIRE AGREEMENT

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

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

Dated: 4/1/2019 COUNTY OF EL DORADO [Signature]

Chair, Board of Supervisors

Board Date: 3/5/2019

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

Dated: 4/1/2019

Board Date: 3/5/2019

[Signature]
Deputy Clerk

Granite Construction Company

CONTRACTOR

Dated: 3/11/19 License No. 89 Federal Employee Identification Number 94-0519552

By: [Signature]
Kenneth B. Olson, Vice President

By: [Signature]
Michael W. Barker, Assistant 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: 4001 Bradshaw Rd

Business Address: Sacramento, CA 95827

Email Address: _____

Phone: (916) 855-4447 Fax: _____

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

BASE BID (SCHEDULE A)

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	70030	LEAD COMPLIANCE PLAN	LS	1	\$1,500	\$1,500
2	72007A	EXCAVATION SAFETY	LS	1	\$500	\$500
3	80050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$500	\$500
4	100100	DEVELOP WATER SUPPLY	LS	1	\$20,000	\$20,000
5	120090	CONSTRUCTION AREA SIGNS	LS	1	\$9,900	\$9,900
6	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$200,000	\$200,000
7	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SF	531	\$4	\$2,124
8	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	21,922	\$1	\$21,922
9	120300	TEMPORARY PAVEMENT MARKER	EA	500	\$4.50	\$2,250
10	128652	PORTABLE CHANGEABLE MESSAGE SIGN (LS)	LS	1	\$15,000	\$15,000
11	129000	TEMPORARY RAILING (TYPE K)	LF	2,100	\$35	\$73,500
12	129110A	TEMPORARY CRASH CUSHION (ABSORB 350)	EA	4	\$3,000	\$12,000
13	130100	JOB SITE MANAGEMENT	LS	1	\$50,000	\$50,000

14	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$2,500	\$2,500
15	130310		RAIN EVENT ACTION PLAN	EA	40	\$500	\$20,000
16	130320		STORM WATER SAMPLING AND ANALYSIS DAY	EA	40	\$400	\$16,000
17	130330		STORM WATER ANNUAL REPORT	EA	2	\$2,000	\$4,000
18	149001A		PREPARE FUGITIVE DUST CONTROL PLAN	LS	1	\$500	\$500
19	153249A		DEMOLISH EXISTING PRESSURE REDUCING STATION VAULT	EA	1	\$8,000	\$8,000
20	170103		CLEARING AND GRUBBING (LS)	LS	1	\$100,000	\$100,000
21	190101	F	ROADWAY EXCAVATION	CY	69,500	\$26	\$1,807,000
22	192037	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	1,467	\$25	\$36,675
23	193013		STRUCTURE BACKFILL (RETAINING WALL)	CY	1,139	\$125	\$142,375
24	193031		PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	43	\$120	\$5,160
25	194001	F	DITCH EXCAVATION	CY	170	\$18	\$3,060
26	202026A		REMOVE AND RELOCATE AIR RELEASE VALVE	EA	1	\$4,500	\$4,500
27	202027		RELOCATE WATER METER	EA	4	\$4,500	\$18,000
28	206045A		IRRIGATION MODIFICATIONS	LS	1	\$5,000	\$5,000
29	208430A		INSTALL FIRE HYDRANT	EA	2	\$5,700	\$11,400
30	208590	P	6" GATE VALVE	EA	3	\$2,200	\$6,600
31	208591	P	8" GATE VALVE	EA	9	\$2,600	\$23,400

32	208591A	P	12" GATE VALVE	EA	13	\$2,800	\$36,400
33	208633A	P	1" AIR RELEASE VALVE	EA	1	\$3,000	\$3,000
34	208635A	P	2" AIR RELEASE VALVE	EA	1	\$4,200	\$4,200
35	208640A		4" BLOWOFF VALVE	EA	4	\$3,300	\$13,200
36	210270		ROLLED EROSION CONTROL PRODUCT (NETTING)	SF	24,829	\$0.74	\$18,373.46
37	210280		ROLLED EROSION CONTROL PRODUCT (BLANKET)	SF	136,135	\$0.50	\$68,067.50
38	210350		FIBER ROLLS	LF	3,508	\$2.58	\$9,050.64
39	210430		HYDROSEED	SF	246,094	\$0.09	\$22,148.46
40	260203		CLASS 2 AGGREGATE BASE (CY)	CY	11,100	\$85	\$943,500
41	290301		CEMENT TREATED PERMEABLE BASE	CY	2,351	\$405	\$952,155
42	390132		HOT MIX ASPHALT (TYPE A)	TON	9,913	\$118	\$1,169,734
43	390402		RUBBERIZED HOT MIX ASPHALT-OPEN GRADED (OPEN GRADED FRICTION COURSE)	TON	151	\$260	\$39,260
44	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	985	\$1.63	\$1,605.55
45	394076		PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	2,085	\$1.63	\$3,398.55
46	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SY	78	\$75	\$5,850
47	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	4,303	\$6	\$25,818
48	475010A	P-F	RECONSTRUCT RETAINING WALL	LS	1	\$14,000	\$14,000
49	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	365	\$1,150	\$419,750

50	510061	F	STRUCTURAL CONCRETE, SOUND WALL	CY	41	\$1,000	\$41,000
51	511035	F	ARCHITECTURAL TREATMENT	SF	961	\$116	\$111,476
52	520103	P-F	BAR REINFORCING STEEL (RETAINING WALL)	LB	18,977	\$2	\$37,954
53	582001	P-F	SOUND WALL (MASONRY BLOCK)	SF	915	\$75	\$68,625
54	600051		REMOVE SOUND WALL (LF)	LF	256	\$25	\$6,400
55	610107	P	15" ALTERNATIVE PIPE CULVERT	LF	106	\$113	\$11,978
56	610108	P	18" ALTERNATIVE PIPE CULVERT	LF	1,388	\$78	\$108,264
57	610300	F	CONCRETE BACKFILL (PIPE TRENCH)	CY	9	\$330	\$2,970
58	641101A		1" PVC (SCHEDULE 80)	LF	307	\$94	\$28,858
59	641101B		6" PVC SEWERLINE	LF	127	\$105	\$13,335
60	641101C		8" PVC WATERLINE (C900 DR14)	LF	617	\$125	\$77,125
61	650012	P	15" REINFORCED CONCRETE PIPE	LF	17	\$135	\$2,295
62	650014	P	18" REINFORCED CONCRETE PIPE	LF	110	\$90	\$9,900
63	665010A	P	12" DUCTILE IRON	LF	2,532	\$155	\$392,460
64	665012	P	12" CORRUGATED STEEL PIPE (.079" THICK)	LF	4	\$212	\$848
65	680902	P	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	850	\$42	\$35,700
66	680903	P	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN	LF	23	\$165	\$3,795
67	702016A		8" TO 6" REDUCER	EA	1	\$680	\$680

68	702016B		12" TO 8" REDUCER	EA	1	\$425	\$425
69	705309		15" ALTERNATIVE FLARED END SECTION	EA	2	\$990	\$1,980
70	705311		18" ALTERNATIVE FLARED END SECTION	EA	2	\$1,090	\$2,180
71	707117A		DRAINAGE INLET	EA	11	\$5,800	\$63,800
72	707217A		36" SEWER MANHOLE	EA	2	\$17,500	\$35,000
73	707225A		STORM DRAIN MANHOLE	EA	1	\$8,000	\$8,000
74	710114		ABANDON PIPELINE	LF	2,400	\$7.50	\$18,000
75	710132		REMOVE CULVERT (LF)	LF	38	\$120	\$4,560
76	710136A		REMOVE WATERLINE	LF	650	\$60	\$39,000
77	710150		REMOVE INLET	EA	1	\$2,500	\$2,500
78	710152		REMOVE HEADWALL	EA	1	\$1,900	\$1,900
79	710167		REMOVE FLARED END SECTION (EA)	EA	2	\$1,500	\$3,000
80	710216		ADJUST PIPE INLET TO GRADE	EA	2	\$2,900	\$5,800
81	710252A		MODIFY EXISTING STORM DRAIN MANHOLE	EA	1	\$3,000	\$3,000
82	721026	F	ROCK SLOPE PROTECTION (NO. 1, METHOD B) (CY)	CY	36	\$340	\$12,240
83	729011	F	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SY	120	\$7	\$840
84	730010		MINOR CONCRETE (CURB) (LF)	LF	2,958	\$35	\$103,530
85	730040		MINOR CONCRETE (GUTTER) (LF)	LF	135	\$115	\$15,525

86	730040A		MINOR CONCRETE (GUTTER) (RETAINING WALL)	LF	175	\$185	\$32,375
87	731502A		MINOR CONCRETE (CONCRETE PAD)	CY	2	\$845	\$1,690
88	731504		MINOR CONCRETE (CURB AND GUTTER)	LF	562	\$95	\$53,390
89	731521		MINOR CONCRETE (SIDEWALK)	CY	150	\$1,050	\$157,500
90	731623		MINOR CONCRETE (CURB RAMP)	EA	10	\$3,200	\$32,000
91	731710		REMOVE CONCRETE CURB (LF)	LF	491	\$9	\$4,419
92	731780		REMOVE CONCRETE SIDEWALK (SQYD)	SY	94	\$47	\$4,418
93	780460	F	ANTI-GRAFFITI COATING	SF	1,672	\$4	\$6,688
94	782120		RELOCATE MAILBOX	EA	3	\$458	\$1,374
95	800002	P	FENCE (TYPE BW, WOOD POST)	LF	766	\$40	\$30,640
96	800051	P	FENCE (TYPE WM, METAL POST)	LF	915	\$28.50	\$26,077.50
97	800060A		FENCE (TYPE WOOD, 6 FOOT)	LF	146	\$175	\$25,550
98	800100A		TEMPORARY FENCE (TYPE ESA)	LF	4,054	\$2.49	\$10,094.46
99	800360A	P	CHAIN LINK FENCE (TYPE CL-6) (MOD)	LF	1,568	\$42.82	\$67,141.76
100	802620		16' CHAIN LINK GATE (TYPE CL-6)	EA	1	\$2,700	\$2,700
101	802670		24' CHAIN LINK GATE (TYPE CL-6)	EA	2	\$3,000	\$6,000
102	803020		REMOVE FENCE	LF	4,215	\$2	\$8,430
103	810120		REMOVE PAVEMENT MARKER	EA	199	\$3	\$597

104	810180		DELINEATOR (CLASS 2)	EA	15	\$45	\$675
105	810250	P	PAVEMENT MARKER (RETROREFLECTIVE- RECESSED)	EA	370	\$25	\$9,250
106	820110		MILEPOST MARKER	EA	5	\$50	\$250
107	820112		MARKER (CULVERT)	EA	3	\$50	\$150
108	820141		OBJECT MARKER (TYPE K-1)	EA	2	\$50	\$100
109	820250		REMOVE ROADSIDE SIGN	EA	7	\$100	\$700
110	820530		RESET ROADSIDE SIGN	EA	4	\$275	\$1,100
111	820610		RELOCATE ROADSIDE SIGN	EA	13	\$275	\$3,575
112	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SF	100	\$16.25	\$1,625
113	820760		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SF	23	\$17	\$391
114	820790		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	SF	48	\$21.25	\$1,020
115	820840		ROADSIDE SIGN - ONE POST	EA	7	\$275	\$1,925
116	820850		ROADSIDE SIGN - TWO POST	EA	2	\$700	\$1,400
117	839521	P-F	CABLE RAILING	LF	177	\$62.30	\$11,027.10
118	839701		CONCRETE BARRIER (TYPE 60)	LF	15	\$164.25	\$2,463.75
119	839704		CONCRETE BARRIER (TYPE 60D)	LF	175	\$164.25	\$28,743.75
120	840502		THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	22,462	\$1.30	\$29,200.60

121	840516		THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SF	2,005	\$10	\$20,050
122	846030		REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	7,225	\$1	\$7,225
123	846035		REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	774	\$3	\$2,322
124	870400A		MODIFY SIGNAL AND LIGHTING	LS	1	\$317,000	\$317,000
125	995200A		WATER SERVICE	EA	9	\$2,800	\$25,200
126	995200B		SEWER SERVICE	EA	1	\$9,725	\$9,725
127	999990		MOBILIZATION	LS	1	\$850,000	\$850,000
TOTAL FOR BASE BID (SCHEDULE A):						\$9,444,023.08	

(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.