

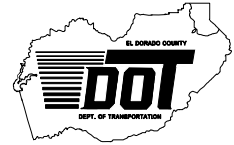


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DATE: July 26, 2011

TO: All Prospective Bidders

SUBJECT: Addendum No. 1
Contract Overlay - Newtown Road (5 miles) Project
(Contract No. PW 11-30589, CIP No. 72184)

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

ITEM NO.	LOCATION, PAGE OR DRAWING NO.	DESCRIPTION OF CHANGE
	N-1, SP-42 and SP-43	<p>Notice to Bidders – LOCATION/DESCRIPTION OF THE WORK and Section 10-1.11 “Cold Plane Asphalt Concrete Pavement” of the special provisions:</p> <p>Change “RHMA” to “HMA”.</p>
	TOC-1 and SP-4	<p>Table of Contents: Change “Section 2-1.09 Reliable Contractor Declaration” to “Section 2-1.09 Reliable Contractor Declaration (NOT USED)”</p> <p>Section 2-1.09 of the special provisions: Delete “Section 2-1.09 Reliable Contractor Declaration” in its entirety and change the title of Section 2-1.09 to “Section 2-1.09 Reliable Contractor Declaration (NOT USED)”</p>
	N-2	<p>Notice to Bidders – BUSINESS LICENSE- Delete the last sentence of this section.</p> <p>Notice to Bidders – CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD (CIWMB) DECLARATION- Delete this section in its entirety.</p>

ITEM NO.	LOCATION, PAGE OR DRAWING NO.	DESCRIPTION OF CHANGE
	TOC-1 and SP-6	<p>Section 2-1.10 “Opt Out of Payment Adjustments for Price Index Fluctuations” is added to the Table of Contents.</p> <p>Section 2-1.10 “Opt Out of Payment Adjustments for Price Index Fluctuations” is added to the special provisions and is included as Attachment A attached to this addendum.</p>
	SP-7	<p>Section 3-1.03 “Execution of Contract” of the special provisions</p> <p>In the second paragraph delete <i>“the Reliable Contractor Declarations executed by the successful bidder’s subcontractor(s)”</i>.</p>
	SP-7	<p>Section 4-1.02 “Contract Working Hours” of the special provisions</p> <p>Change <i>“8:00 a.m. to 7:00 p.m. on Saturdays and Sundays”</i> to <i>“7:00 a.m. to 7:00 p.m. on Saturdays and Sundays”</i></p>
	SP-12	<p>Section 5-1.11 “Records” of the special provisions</p> <p>Delete the first sentence of the last paragraph in this section.</p>
	SP-13	<p>Section 5-1.12 “Records Examination and Audit Requirements” of the special provisions</p> <p>Delete <i>“CIWMB, Department of Finance, the Bureau of State Audits”</i> from the first and second paragraphs of this section.</p>
	SP-18	<p>Section 5-1.28 “Access to Inspection of Work” of the special provisions</p> <p>Delete <i>“CIWMB” and “during the performance of the contract and for a period of ninety (90) days after completion of the Work, or until all grant requirements have been completed,”</i> from this section.</p>

ITEM NO.	LOCATION, PAGE OR DRAWING NO.	DESCRIPTION OF CHANGE
	TOC-2 and SP-19	<p>Table of Contents: Change “<i>Section 5-1.34 Copyrights, Trademarks, and Patents</i>” to “<i>Section 5-1.34 “Copyrights, Trademarks, and Patents (NOT USED)”</i>”.</p> <p>Section 5-1.34 “Copyrights, Trademarks, and Patents” of the special provisions Delete <i>Section 5-1.34 “Copyrights, Trademarks, and Patents”</i> in its entirety and change the title of Section 5-1.34 in the special provisions to <i>Section 5-1.34 “Copyrights, Trademarks, and Patents (NOT USED)”</i>.</p>
	TOC-2 and SP-20	<p>Section 5-1.39 “Payment Adjustments for Price Fluctuations” is added to the Table of Contents.</p> <p>Section 5-1.39 “Payment Adjustments for Price Fluctuations” is added to the special provisions and is included as Attachment B to this addendum.</p>
	SP-21	<p>Section 7-1.02 “Proof of Insurance Requirements” of the special provisions</p> <p>Delete “<i>the State of California, CIWMB</i>” and before “<i>officers</i>” change “<i>their</i>” to “<i>its</i>” in item 2.</p>
	SP-35	<p>Section 10-1.04 “Construction Area Signs”</p> <p>Add the following sentence to this section: “<i>Road Work Ahead and End Road Work construction area signs will not be required at each end of the project limits in addition to the Portable Changeable Message Signs.</i>”</p>

ITEM NO.	LOCATION, PAGE OR DRAWING NO.	DESCRIPTION OF CHANGE
	SP-36	<p>Section 10-1.05 “Construction Project Information Signs” of the special provisions</p> <p>In the first paragraph of this section delete <i>“and two 18” X 24” California Waste Management Rubberized Asphalt Grant Funding signs”</i>.</p> <p>In the last paragraph after <i>“construction project information”</i> add <i>“signs”</i>.</p>
	SP-38	<p>Section 10-1.06 “Maintaining Traffic” of the special provisions</p> <p>Chart No.1 Two-Lane Conventional Highway Lane Requirements – Change the times in the chart during which reversing control (R) may be used to <i>“7:00 a.m. to 7:00 p.m. Mondays through Fridays, 7:00 a.m. to 7:00 p.m. Saturdays, and 7:00 a.m. to 7:00 p.m. Sundays”</i>. The legend for this chart remains unchanged.</p> <p>Add the following as the last sentence of the first paragraph following the chart: <i>“Detour and road closure shall conform to Figure 6H-20 ‘Detour for Closed Street (TA-20)’ of CA MUTCD.”</i></p>
	SP-42	<p>Section 10-1.11 “Cold Plane Asphalt Concrete Pavement” of the special provisions</p> <p>Revise the sentence under Sequencing and Scheduling to read as follows: <i>“Schedule cold plane activities so that not more than seven (7) days elapse for Newtown Road and not more than ten (10) days elapse for driveways and side streets between the time the pavement is cold planed and the HMA is placed.”</i></p>

ITEM NO.	LOCATION, PAGE OR DRAWING NO.	DESCRIPTION OF CHANGE
	TOC -2 and SP-46	<p>Section 10-1.12 “Rubberized Hot Mix Asphalt (Gap Graded)” in the Table of Contents is replaced with Section 10-1.12 “Hot Mix Asphalt”.</p> <p>Section 10-1.12 “Rubberized Hot Mix Asphalt (Gap Graded)” of the special provisions is replaced with Section 10-1.12 “Hot Mix Asphalt” included as Attachment C to this addendum.</p>
	SP-49	<p>Section 10-1.14 “Paint Traffic Stripe and Pavement Marking”</p> <p>In the second bulleted item change “(Standard Plan Detail 22)” to “(Standard Plan Detail 21)”.</p>
	TOC – 2 and SP-49	<p>Table of Contents: Change “Section 10-1.15 Pavement Markers” to “Section 10-1.15 Pavement Markers (NOT USED)”.</p> <p>Section 10-1.15 “Pavement Markers” of the special provisions Delete Section 10-1.15 “Pavement Markers” in its entirety and change the title of Section 10-1.15 in the special provisions to Section 10-1.15 “Pavement Markers (NOT USED)”.</p>
	Appendix C	Delete Exhibit C of Appendix C depicting the California Integrated Waste Management Board Grant sign requirements.
	Appendix D	Appendix D “Location Map” is added to the Contract Documents and is attached to this addendum.
	Appendix E	Appendix E “Detour Map” is added to the Contract Documents and is attached to this addendum.

ITEM NO.	LOCATION, PAGE OR DRAWING NO.	DESCRIPTION OF CHANGE
	TOC-3 and Pages C-1 through C-10	<p>Table of Contents under AGREEMENT (DRAFT): Delete Article 18 “Ownership of Drawings, Plans, and Specifications” and Article 19 “No Obligation of CIWMB”. Renumber Article 20 and Article 21 to Article 18 and Article 19. Add “rev” after each page number of the Draft Agreement.</p> <p>The Draft Agreement has been revised to delete the provisions related to the RHMA grant and to change RHMA to HMA. Replace pages C-1 through C-10 with Pages C-1rev through C-10rev attached to this addendum.</p>
	P-2	In the third paragraph delete “or (c)”.
	P-4	<p>PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE Replace Page P-4 of the Proposal with Page P-4rev attached to this addendum.</p>
	TOC-3 and P-9	<p>Table of Contents under PROPOSAL: Change “<i>Reliable Contractor Declaration</i>” to “<i>Reliable Contractor Declaration (NOT USED)</i>”.</p> <p>Delete the Reliable Contractor Declaration form on page P-9 of the Proposal.</p>
	TOC-3 and P-9A	<p>“Opt Out of Payment Adjustments For Price Index Fluctuations Form P-9A” is added to the Table of Contents under PROPOSAL.</p> <p>Add Opt Out of Payment Adjustments For Price Index Fluctuations Form” page P-9A to the Proposal.</p>
	P-10	Replace Page P-10 of the Proposal with Page P-10rev attached to this addendum.

Pages C-1rev through C-10rev of the Draft Agreement shall be attached to respective pages in the original Draft Agreement in the Contract Documents booklet. Page P-4rev, Proposal Pay Items and Bid Price Schedule, shall be attached to page P-4 in the original Proposal in the Contract Document booklet. Page P-9A shall be attached to Page P-9 of the Proposal in the Contract Document booklet since the form on Page P-9 is being deleted. Page P-10rev shall be attached to Page P-10 in the original Proposal in the Contract Document booklet. The remaining pages of this addendum shall be attached to the Contract Documents booklet.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Holders who have already mailed their proposal can contact Janel Gifford at (email: Janel.Gifford@edcgov.us) to arrange return of their proposal.

Inform all suppliers and subcontractors as necessary.

The DOT is only sending this addendum by posting on the following website: <http://www.edcgov.us/Government/DOT/Bids.aspx>.

If you are not a Contract Documents Holder, but request a set of documents to bid on this project, you must comply with the requirements of this addendum when submitting your bid.

Attachments:

- Attachment A (new Section 2-1.10 Opt Out of Payment Adjustments for Price Index Fluctuations) 1 page
- Attachment B (new Section 5-1.39 Payment Adjustments for Price Index Fluctuations) 4 pages
- Attachment C (replacement Section 10-1.12 "Hot Mix Asphalt") 1 page
- Appendix D – Location Map 1 page
- Appendix E – Detour Map 1 page
- Revised Draft Agreement 10 pages

Proposal Page P-4rev 1 page

Proposal Page P-9A 1 page

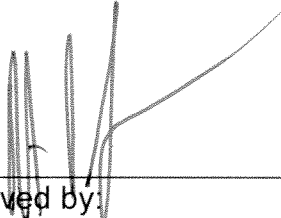
Proposal Page P-10rev 1 page

End of Addendum No. 1



Recommended by:
Janel Gifford, P.E.
Office Engineer

7/26/11
Date



Approved by:
Robert S. Slater, P.E.
Assistant Director of Transportation
for James W. Ware, P.E.
Director of Transportation

7/26/11

Date

2-1.10 OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations" of these special provisions. If you elect to opt out of the provisions of this specification, you must complete the "Opt Out of Payment Adjustments for Price Index Fluctuations" form. The completed form must be submitted with your bid.

5-1.39 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work. This section does not apply if you opted out of payment adjustment for price index fluctuations at the time of bid.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the 1st business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.

The Department includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If you do not complete the work within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

Submittals

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit certified weight slips for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight, as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. For slurry seals, submit certified weight slips separately for the asphaltic emulsion.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in HMA using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA
 $HMATT$ = HMA total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Rubberized Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in rubberized HMA (RHMA) using the following formula:

$$Q_{rh} = RHMATT \times 0.80 \times [X_{arb} / (100 + X_{arb})]$$

where:

Q_{rh} = quantity in tons of asphalt in asphalt rubber binder used in RHMA
 $RHMATT$ = RHMA total tons placed
 X_{arb} = theoretical asphalt rubber binder content from the job mix formula expressed as percentage of the weight of dry aggregate

Modified Asphalt Binder in Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

$$Q_{mh} = MHMATT \times [(100 - X_{am}) / 100] \times [X_{mab} / (100 + X_{mab})]$$

where:

Q_{mh} = quantity in tons of asphalt in modified asphalt binder used in HMA
 $MHMATT$ = modified asphalt binder HMA total tons placed
 X_{am} = specified percentage of asphalt modifier
 X_{mab} = theoretical modified asphalt binder content from the job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
 $HMATT$ = HMA total tons placed
 X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
 X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
 X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
 X_{ra} = asphalt content of RAP expressed as percentage

Tack Coat

The Engineer calculates the quantity of asphalt in tack coat (Q_{tc}) as either:

1. Asphalt binder using the asphalt binder total tons placed as tack coat
2. Asphaltic emulsion by applying the formula in "Asphaltic Emulsion" to the asphaltic emulsion total tons placed as tack coat

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Q_e = quantity in tons of asphalt used in asphaltic emulsions
- AETT = undiluted asphaltic emulsions total tons placed
- X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications based on the type of emulsion used

You may, as an option, determine "X_e" by submitting actual daily test results for asphalt residue for the asphaltic emulsion used. If you choose this option, you must:

1. Take 1 sample every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:
 - 1.1. Draw and discard the 1st gallon
 - 1.2. Take two separate 1/2-gallon samples
2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within 3 business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program
4. Submit test results from independent testing laboratory within 10 business days of sample date

Slurry Seal

The Engineer calculates the quantity of asphalt in slurry seals (Q_{ss}) by applying the formula in "Asphaltic Emulsion" to the actual quantity of asphaltic emulsion used in producing the slurry seal mix.

Modified Asphalt Binder

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

$$Q_{mab} = MABTT \times [(100 - X_{am}) / 100]$$

where:

- Q_{mab} = quantity in tons of asphalt used in modified asphalt binder
- MABTT = modified asphalt binder total tons placed
- X_{am} = specified percentage of asphalt modifier

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Qt = Sum of quantities of asphalt (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

10-1.12 HOT MIX ASPHALT

GENERAL

Summary

This work includes producing and placing hot mix asphalt (HMA) Type A using the METHOD process.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications.

MATERIALS

Asphalt Binder

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-16.

Aggregate

The aggregate for HMA Type A must comply with the 3/4" grading.

CONSTRUCTION

Vertical Joints

Before opening the lane to public traffic, pave shoulders adjacent to a lane being paved.

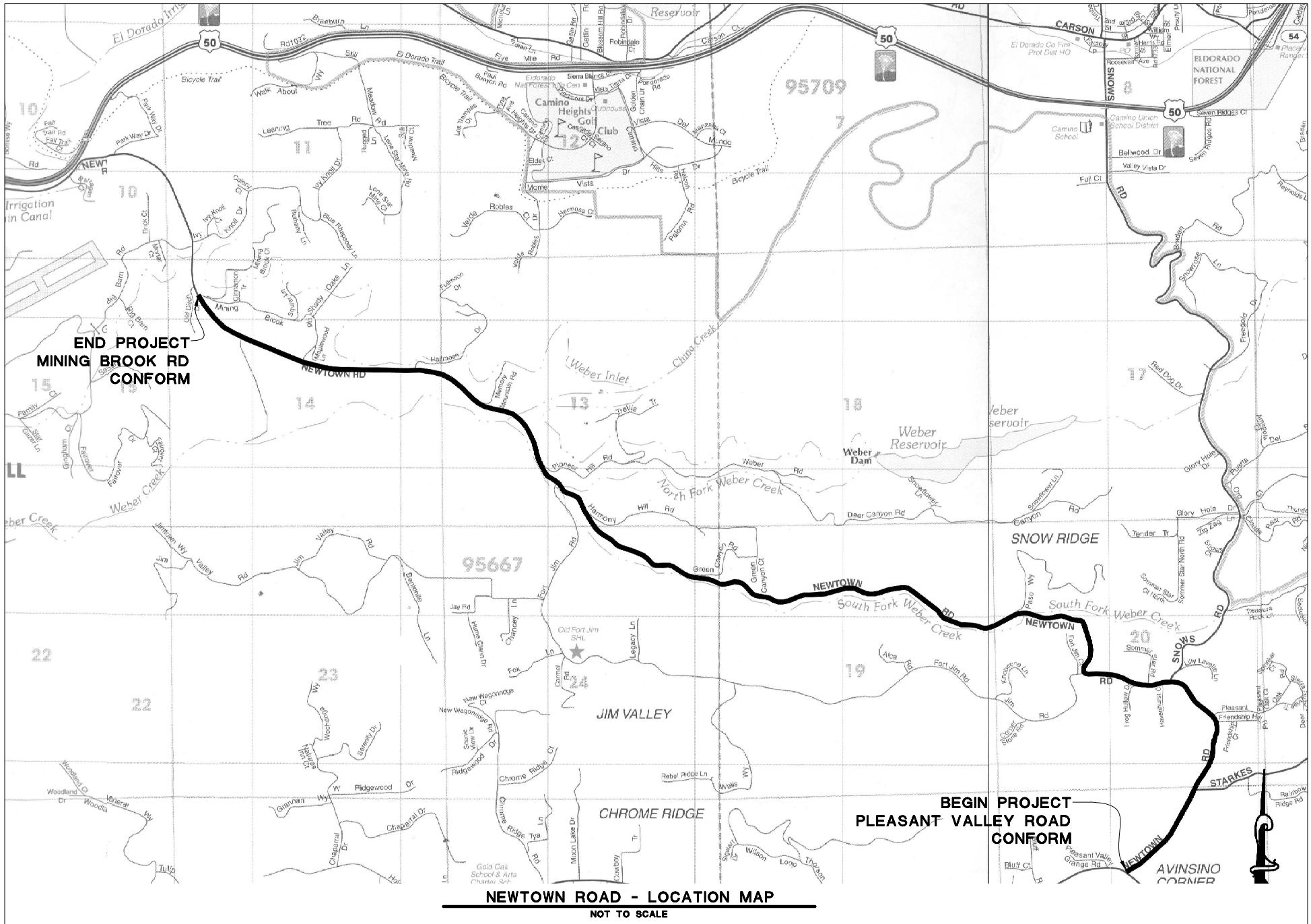
Place HMA on adjacent traveled way lanes so that at the end of each work shift, the distance between the ends of HMA layers on adjacent lanes is between 5 feet and 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place Kraft paper or another approved bond breaker under the conform tapers to facilitate the taper removal when paving operations resume. Temporary tapers at transverse edges shall not be steeper than 30:1.

Conform Tapers

Place additional HMA along the pavement's edge to conform to road connections and private drives. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

PAYMENT

Full compensation for furnishing, installing, maintaining, and removing temporary tapers shall be considered as included in the contract unit prices paid for Hot Mix Asphalt (Type A) and no separate payment will be made therefore.



**County of El Dorado, State of California
Department of Transportation**

Contract No. PW 11-30589, CIP No. 72184

Contract Overlay - Newtown Road (5 Miles)

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this _____ day of _____, in the year of _____, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Department of Transportation thereof, the party of the first part hereinafter called "County," and (Contractor) _____ party of the second part hereinafter called "Contractor."

RECITALS:

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

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

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

Article 1. THE WORK

The improvement contemplated in the performance of this Contract is an improvement over which the County of El Dorado shall exercise general supervision. The County therefore, shall have the right, but not the duty to assume full and direct control over this Contract whenever the County at its sole discretion, shall determine that its responsibility is so required.

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

CONTRACT OVERLAY - NEWTOWN ROAD (5 MILES)

The project is located in Newtown Road in El Dorado County. The Work to be done described in the Special Provisions and generally consists of, but is not limited to:

Approximately 5 miles of 0.20 ft HMA placed on Newtown road from Pleasant Valley Road to Mining Brook Road and construction of 0.20 ft deep conform grinds at both ends of the project, and various intersections as marked on site and detailed in these Special Provisions. The work also includes traffic control, installation of temporary pavement markers, construction area signing, replacement asphalt concrete, shoulder backing, permanent roadway striping and pavement markers. Other items or details not mentioned above, that are required by the 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, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit; the Contract which includes this Agreement with all Exhibits thereto, the Performance Bond, and Payment Bond; the Special Provisions which incorporate by reference the Caltrans Standard Plans, dated May 2006, and Standard Specifications, dated May 2006, Amendments to the May 2006 Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including 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 California Department of Transportation (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 4 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in Section 4 of the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with Section 4 of the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay County the sum of **one thousand seven hundred dollars (\$1,700.00) per day**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

Article 5. INDEMNITY

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

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

Article 6. GUARANTEES

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

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

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

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

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

Article 7. VENUE

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

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 nondiscrimination 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.

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

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

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

Article 11. WORKERS' COMPENSATION CERTIFICATION

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

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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

Signed: _____ Date _____

Article 12. WARRANTY

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

Article 13. RETAINAGE

The retainage from payment is set forth in Section "PAYMENT OF WITHHELD FUNDS" of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. 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 14. PROMPT PAYMENT OF SUBCONTRACTORS

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than ten (10) days of receipt of each progress payment unless otherwise agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Prompt Payment of Withheld Funds to Subcontractors

The Department shall hold retainage from the prime Contractor, as determined by the Department, of the contract work and pay retainage to the prime Contractor in accordance with "Payment of Withheld Funds" of these special provisions. The prime Contractor or subcontractor shall return all monies withheld in retention from the subcontractor within 30 days after receiving payment of withheld funds from the Department or prime contractor as applicable. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair and contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or non payment by the prime contractor, deficient subcontract or performance, and/or noncompliance by a subcontractor.

Article 15. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California Labor Code Sections 1770 et seq, 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 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 shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

Article 16. AUTHORIZED SIGNATURES

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

Article 17. BUSINESS LICENSE

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

Article 18. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is John Kahling P.E., Deputy Director, Engineering, Construction Unit, 2441 Headington Rd, Placerville, CA, Department of Transportation, or successor.

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.

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IN WITNESS WHEREOF, the said Department of Transportation of the County of El Dorado, State of California, has caused this Agreement to be executed by 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 _____

Chairman, Board of Supervisors

Attest:
Suzanne Allen De Sanchez,
Clerk of the Board of Supervisors

Dated _____

By: _____
Deputy Clerk

CONTRACTOR

Dated _____

Name of Company

By _____
Authorized Representative

License No.

Federal Employer Identification No.

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

Mailing Address: _____

Business Address: _____

City, Zip: _____

Phone: _____

Fax: _____

END OF CONTRACT

EXHIBIT A

**CONTRACTOR'S BID PRICE SCHEDULE
CONTRACT NO. PW 11-30589, CIP 72184
NEWTOWN ROAD OVERLAY**

	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1	120111	Traffic Control System	LS	1		
2	128650	Portable Changeable Message Sign	SWD	74		
3	153103	Cold Plane Asphalt Concrete	SF	10,080		
4	190185	Shoulder Backing	TON	2772		
5	390132	Hot Mix Asphalt (Type A)	TON	9,504		
6	840653A	Paint Traffic Stripe (4" Double Yellow Centerline)	LF	26,400		
7	840653B	Paint Traffic Stripe (4" White Edgeline)	LF	52,800		
8	840660	Paint Pavement Marking	SF	351		
TOTAL BID						

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**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE
CONTRACT NO. PW 11-30589, CIP NO. 72184**

CONTRACT OVERLAY - NEWTOWN ROAD (5 MILES)

	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1	120111	Traffic Control System	LS	1		
2	128650	Portable Changeable Message Sign	SWD	74		
3	153103	Cold Plane Asphalt Concrete	SF	10,080		
4	190185	Shoulder Backing	TON	2772		
5	390132	Hot Mix Asphalt (Type A)	TON	9,504		
6	840653A	Paint Traffic Stripe (4" Double Yellow Centerline)	LF	26,400		
7	840653B	Paint Traffic Stripe (4" White Edgeline)	LF	52,800		
8	840660	Paint Pavement Marking	SF	351		
TOTAL BID						

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

**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX
FLUCTUATIONS**

You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations" of the special provisions. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

Bidder Name: _____

Contract No. PW 11-30589

I opt out of the payment adjustments for price index fluctuations.

Date: _____

Signature: _____

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH (\$___)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)

in amount equal to at least ten percent of the total **amount of the bid price.**

The names of all persons interested in the forgoing Proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

A copy of the afore-referenced license must be attached hereto.

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number(s)

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that I have complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America that the Noncollusion Affidavit required by Title 23 United States Code, Section 112, and Public Contract Code Section 7106 is true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of El Dorado.

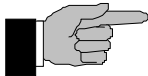
If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this _____ day of _____, 20__

at _____ County, State of _____

Date: _____



SIGN HERE _____

Name and Title of Bidder _____

Name of Firm _____

END OF PROPOSAL