

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: A RESOLUTION
AUTHORIZING THE CHAIRMAN OF THE
BOARD TO AWARD AND EXECUTE THE
CONSTRUCTION CONTRACT FOR THE
DOUGLAS BLVD AT LAKELAND/MOONEY DR
INTERSECTION IMPROVEMENT PROJECT TO
A. TEICHERT & SON, DBA TEICHERT
CONSTRUCTION; AND AUTHORIZING THE
DIRECTOR OF PUBLIC WORKS TO EXECUTE
CONTRACT CHANGE ORDERS UP TO
\$30,000.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,
by the following vote on roll call:

Ayes:

Noes:

Absent:

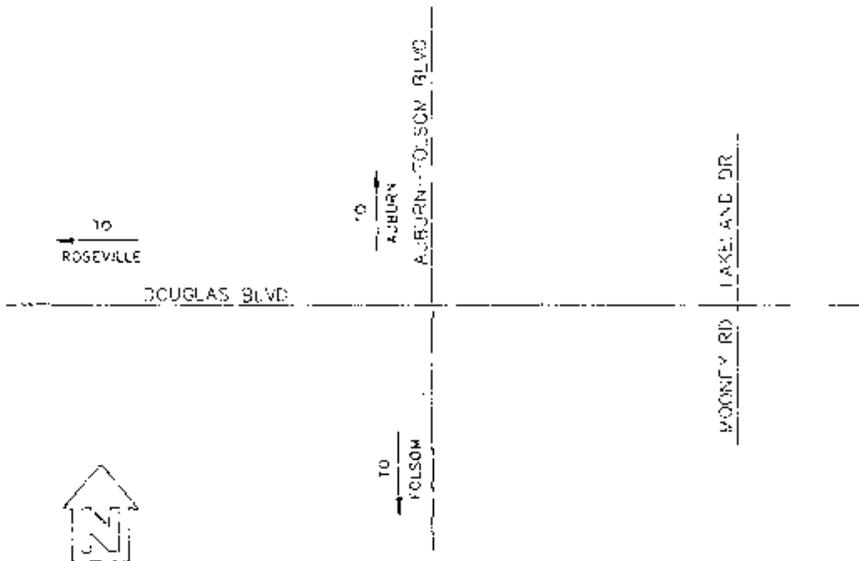
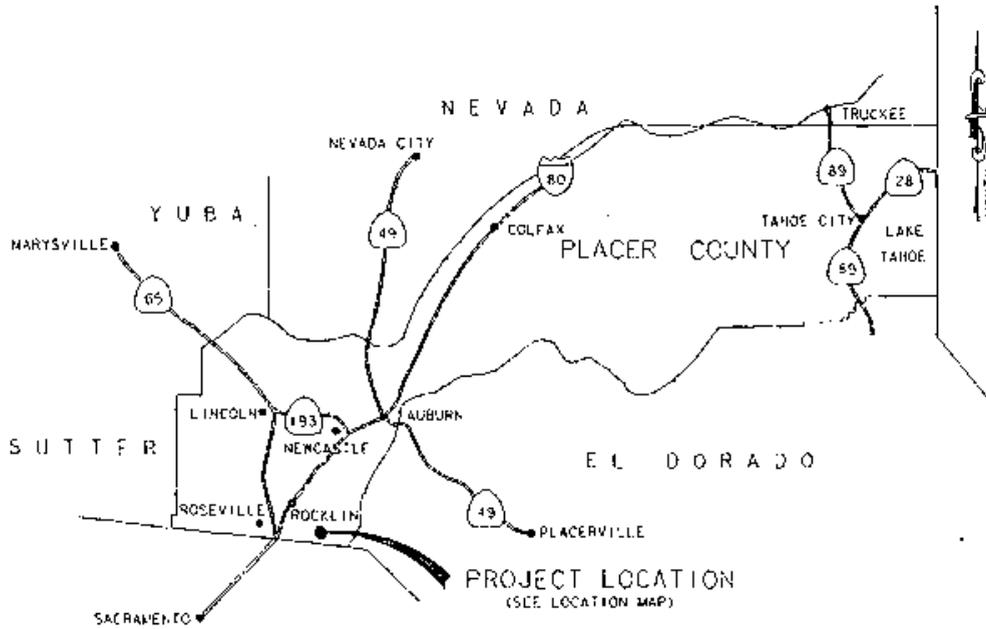
Signed and approved by me after its passage.

ATTEST:
Clerk of said Board

Chairman, Board of Supervisors

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board hereby approves and adopts a Resolution authorizing the Chairman of the Board to award and execute, with County Counsel and Risk Management review and approval, the construction contract for the Douglas Blvd at Lakeland/Mooney Drive Intersection Improvement Project, Contract No. 1068, to A. Teichert & Son DBA Teichert Construction in the amount of \$279,086.10 and authorize the Director of Public Works to execute contract change orders up to \$30,000.

**DOUGLAS BLVD AT LAKELAND/MOONEY DR
INTERSECTION IMPROVEMENT PROJECT
LOCATION MAP**

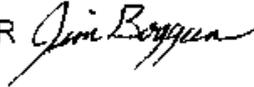


MEMORANDUM
DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: KEN GREHM, DIRECTOR

DATE: May 5, 2009

FROM: JIM BOGGAN, PURCHASING MANAGER



SUBJECT: RECOMMENDATION TO AWARD BID NO. 9213P, DOUGLAS BLVD @
LAKELAND / MOONEY DR INTERSECTION IMPROVEMENT PROJECT,
CONTRACT NO. 1068

The subject project was advertised in accordance with the Public Contract Code and plans and specifications were sold to nineteen (19) prospective bidders (Attachment A). Nine (9) bids were received. The responding firms and their bids are:

	<u>Base Bid</u>
1. JD PASQUETTI INC.	\$267,844.90
2. TEICHERT CONSTRUCTION	\$279,286.10
3. WESTERN ENGINEERING CONTRACTORS	\$283,830.00
4. LUND CONSTRUCTION	\$292,248.45
5. JAMES RIOLO PAVING	\$292,811.70
6. WAYNE REEDY CONSTRUCTION	\$298,529.50
7. GABE MENDEZ, INC.	\$301,232.84
8. GRANITE CONSTRUCTION	\$323,323.00
9. KOCH EXCAVATING INC.	\$335,471.47

The bid submitted by JD Pasquetti Inc. was rejected as non-responsive for failure to comply with Section 5-1.17 of the Special Provisions regarding Subcontracting. Procurement Services recommends an award to the next low bidder, Teichert Construction of Roseville, California, in the amount of \$279,086.10. The total bid amount was adjusted due to a math error in Teichert's bid documents, which is waivable. This recommendation is contingent upon verification of the bidder's license and availability of sufficient funding.

Attachments:

- Plan Holder's List
- Bid Summary List

DRAFT

CONTRACT NO. 1068

STATE OF CALIFORNIA
COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION CONTRACT

THIS CONTRACT is made on the date set forth below, by and between the COUNTY OF PLACER, a political subdivision of the State of California (hereinafter "COUNTY"), and _____, A _____ (hereinafter "CONTRACTOR"). The COUNTY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

ARTICLE 1: SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with **Contract No. 1068** entitled: **DOUGLAS BOULEVARD AT LAKELAND/MOONEY DRIVE INTERSECTION IMPROVEMENT**, hereafter "PROJECT", in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the Project shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the COUNTY, or its representatives.

ARTICLE 2: CONTRACT PRICE

- 2.1. The COUNTY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of _____ dollars (\$) _____ subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3: CONTRACT DOCUMENTS

- 3.1. The complete Contract consists of the following documents, to wit:
Notice to Contractors

Executed Proposal, including the Bidder's Bond
Construction Contract
Project Plans for this Project
Special Provisions for this Project
Caltrans Standard Specifications, dated May 2006
Placer County General Specifications, dated August 2005
Caltrans Standard Plans, dated May 2006
Caltrans Traffic Manual, dated September 1992
Equipment Rental Rates and General Prevailing Wage Rates of the State of California, Department of Transportation, and where applicable, Federal wage rates and Section 14 Federal Fund S enclosures
Executed Performance Bond
Executed Payment Bond

- 3.2. Any and all obligations of the COUNTY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES

- 4.1. The Commencement date of the Contract for determination of the time for completion shall be the date CONTRACTOR is directed to proceed by the Director of Public Works, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract within **forty-five (45)** working days after said commencement date, as adjusted and provided for in the Contract Documents.
- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, damage will be sustained by COUNTY. As it is and will be impracticable to ascertain and determine the actual damage the COUNTY will sustain, CONTRACTOR agrees to pay to COUNTY **two thousand three hundred dollars (\$2300)** per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. Time is of the essence in this contract. CONTRACTOR further agrees that COUNTY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by COUNTY in its sole discretion, COUNTY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.07 Liquidated Damages, dated May

2006.

ARTICLE 5: INDEMNITY & HOLD HARMLESS

- 5.1. The COUNTY, and all officers, agents, employees, outside parties hired to inspect and/or design the work, and volunteers thereof connected with the work, including but not limited to, the Director and the Engineer, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time prior to its acceptance.
- 5.3. The CONTRACTOR shall indemnify and save harmless the COUNTY, and all officers, agents, employees, or outside parties hired to inspect and/or design the work and volunteers thereof connected with the work, including but not limited to, the Director and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except as otherwise provided by statute. The duty of CONTRACTOR to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the COUNTY, its officers, or employees.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the COUNTY, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, the subcontractors or employees of any of these, other than the active negligence of the COUNTY, its officers and employees.

ARTICLE 6: INSURANCE

- 6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the

following minimum insurance coverage as listed below. CONTRACTOR shall file with COUNTY a certificate(s) of Insurance, in a form acceptable to COUNTY, at the time of execution of this agreement. The insurance company must be acceptable to COUNTY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the COUNTY shall be provided at the same time Insurance Certificates are submitted.

6.2. In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the COUNTY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

6.3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

6.3.a. The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work.

6.3.b. By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California 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 he/she will comply with such provisions before commencing the performance of this Contract.

6.3.c. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

6.3.d. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the COUNTY upon demand.

6.3.e. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars (\$1,000,000) each accident for bodily injury by accident
- One Million dollars (\$1,000,000) policy limit for bodily injury by disease

- One Million dollars (\$1,000,000) each employee for bodily injury by disease

6.3.f. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

6.3.g. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

6.3 h. Contractor shall require all Subcontractors to maintain adequate Worker's Compensation insurance. Certificates of Worker's Compensation shall be filed forthwith with the County upon demand.

6.4. GENERAL LIABILITY INSURANCE:

6.4.a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

6.4.b. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Comprehensive General Liability; Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

6.4.c. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal Injury Liability of:

- Two Million dollars (\$2,000,000) each occurrence
- Two Million dollars (\$2,000,000) aggregate

6.4.d. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:
 - Two Million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - Two Million dollars (\$2,000,000) for Personal Injury Liability
 - Two Million dollars (\$2,000,000) for Products-Completed Operations
 - Two Million dollars (\$2,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Three Million dollars (\$3,000,000).

6.4.e. **SPECIAL CLAIMS MADE POLICY FORM PROVISIONS:**

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:
 - Two Million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - Two Million dollars (\$2,000,000) for Personal Injury Liability
 - Two Million dollars (\$2,000,000) aggregate for Products Completed Operations
 - Two Million dollars (\$2,000,000) General Aggregate
2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

6.5. **CONFORMITY OF COVERAGES:**

6.5.a. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the COUNTY as noted above. In no case shall the types of coverages be different.

6.6. ADDITIONAL REQUIREMENTS:

6.6.a. Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to COUNTY'S approval.

6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

6.6.d. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

6.7. ENDORSEMENTS:

6.7.a. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"The County of Placer, State of California, Department of Transportation of the State of California, California Regional Water Quality Control Board, and their officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer and additional

insureds, with respect to any insurance or self-insurance programs maintained by the County of Placer and additional insureds, and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

6.8. AUTOMOBILE LIABILITY INSURANCE:

6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than Two Million dollars (\$2,000,000) combined single limit for each occurrence.

6.8.b. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS

7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

ARTICLE 8: BOND REQUIREMENTS

8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the COUNTY. COUNTY shall retain the Performance Bond for a one-year guarantee period from the date of the COUNTY'S acceptance of the work.

8.2. The bonds shall be obtained from a California admitted surety, that is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by COUNTY.

8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.

- 8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration, or addition to any of the terms of the Contract Documents.

ARTICLE 9: COMPLIANCE WITH LAWS

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless specifically stated elsewhere in the Contract Documents to be obtained by COUNTY) and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by COUNTY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order, or decree, the CONTRACTOR shall forthwith report the same to the COUNTY in writing.
- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to COUNTY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to COUNTY that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to enable it to perform this Contract.
- 9.4. CONTRACTOR is required to insure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to insure (a) the proper labeling of any substance brought onto the Project premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.

- 9.5. CONTRACTOR is required to comply with Health & Safety Sections 25249 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.

ARTICLE 10: PROGRESS SCHEDULE

- 10.1. The CONTRACTOR shall submit within ten (10) days (or as specified in the Special Provisions for this Project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The COUNTY may submit comments on the work schedule. Acceptance of the schedule by COUNTY shall not constitute approval of the Plan by CONTRACTOR for completion of the work.
- 10.2. The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this Project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.
- 10.3. No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls ten (10) working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on schedule.

ARTICLE 11: PROMPT PAYMENT PROVISIONS

- 11.1. Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this contract.
- 11.2. If COUNTY fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, COUNTY shall pay interest to CONTRACTOR equivalent to

0.833% per month (10% per annum).

- 11.3. COUNTY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. Any payment request determined to be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT

- 12.1. In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant this Contract, the CONTRACTOR and all subcontractors shall offer and agree to assign to COUNTY 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 Contract or any subcontract. This assignment shall be made and become effective at the time the COUNTY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 13: PREVAILING WAGES

- 13.1. CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The CONTRACTOR agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 *et seq.* CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7-1.01A of the Department of Transportation Standard Specifications and these Contract Documents.

ARTICLE 14: SEVERABILITY

- 14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

ARTICLE 15: COMPLETE AGREEMENT

15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

ARTICLE 16: INTERPRETATION

16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.

16.2. In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

ARTICLE 17: GOVERNING LAW

17.1. This Contract is subject to the laws and jurisdiction of the State of California. Venue for any legal proceeding brought in conjunction with this Contract shall be the Superior Court of the County of Placer, State of California. Contractor waives any federal court removal rights it may have pursuant to any applicable law.

ARTICLE 18: BID ITEMS

**DOUGLAS BOULEVARD AT LAKELAND/MOONEY DRIVE
INTERSECTION IMPROVEMENT PROJECT, CONTRACT NO. 1068**

ITEM NO.	PFS	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
1		Temporary Fence (Type ESA)	FT	852		
2		Construction Site Management	LS	1		
3		Prepare Water Pollution Control Program	LS	1		
4		Water Pollution Control	LS	1		
5		Construction Area Signs	LS	1		
6		Traffic Control System	LS	1		
7		Place Temporary Pavement Marking (Paint)	SQFT	79		
8		Place Temporary Traffic Stripe (Paint)	FT	1474		
9	P	Salvage Wood Fence	FT	160		
10		Remove Traffic Stripe	FT	2263		
11		Remove Temporary Traffic Stripe (Paint)	FT	1474		
12		Remove Pavement Marking	SQFT	88		
13		Remove Temporary Pavement Marking (Paint)	SQFT	79		
14		Remove Drainage Inlet	EA	1		
15	P	Reconstruct Wood Fence	FT	160		
16		Relocate Roadside Sign	EA	4		
17		Adjust Frame and Cover to Grade	EA	4		
18		Adjust Manhole to Grade	EA	2		
19		Clearing and Grubbing	LS	1		
20		Remove Tree Stump	EA	16		
21	F	Roadway Excavation	CY	451		
22		Shoulder Backing	CY	3		
23		Slurry Cement Backfill	CY	1.5		
24		Erosion Control (Type D)	SQYD	218		
25		Maintain Existing Irrigation Facilities	LS	1		
26		Class 2 Aggregate Base	CY	186		

ITEM NO.	PFS	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE DOLLARS/UNIT	TOTAL COST
27		Slurry Seal	TON	26		
28		Hot Mix Asphalt (Type A)	TON	205		
29		Place Hot Mix Asphalt Dike (Type A)	FT	711		
30		Place Hot Mix Asphalt (Miscellaneous Area)	SQYD	7		
31	F	Minor Concrete (Minor Structure)	CY	1		
32	P	12" Corrugated Metal Pipe	FT	14		
33	PF	Miscellaneous Iron & Steel	LB	236		
34		Thermoplastic Traffic Stripe	FT	4954		
35		Thermoplastic Pavement Marking	SQFT	279		
36		Pavement Marker	EA	80		
37		Signal & Lighting	LS	1		
38		MOBILIZATION	LS	1		

Total Cost: _____

Name of Contractor

Name of Company

APPROVED ASTO PROCEDURE

By: _____
Ken Grehm, Director
Department of Public Works

Date: _____

APPROVED AS TO FUNDS

By: _____
Auditor, Placer County

Date: _____

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

**"COUNTY"
COUNTY OF PLACER**

By: _____
Chairman, Board of Supervisors

Date: _____

**Award of Contract No. 1068
By the Board of Supervisors
On,**

"CONTRACTOR"

(Type full legal name of contractor,
entity type, state of organization here)

Example: XYZ Corp., Inc.
A California Corporation
A Nevada Partnership

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

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

Contractors License Number: _____

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

