

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS
FROM: KEN GREHM / KEVIN TABER
SUBJECT: AWARD OF CONTRACT NO. 1078 ASPHALT CONCRETE OVERLAY –
SPRING 2010; A.R.R.A. FUNDED; FEDERAL AID PROJECT NUMBER
STPL-5919(084)

DATE: April 27, 2010

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Chairman of the Board of Supervisors to award and execute the construction contract, with County Counsel and Risk Management review and approval, for the Spring 2010 Asphalt Concrete Overlay, A.R.R.A funded, Contract No. 1078, to the lowest responsible and responsive bidder, Teichert Construction in the amount of \$1,601,107 and authorize the Director of Public Works to execute contract change orders up to 20% of the contract amount.

BACKGROUND / SUMMARY

The Department of Public Works performs various surface treatments on maintained public roadways to protect, preserve, and extend their useful lives. The selection of roads for surface treatment is typically a function of the road condition, traffic volumes, and funding. Placer County received federal A.R.R.A. funds to construct an asphalt concrete overlay on roads functionally classified Federal Aid Urban (FAU) or Federal Aid Secondary (FAS). Only a small portion of Placer County's maintained miles receive these classifications, and are listed below.

On December 8, 2009, your Board approved this project. This project, totaling approximately 7.9 miles, includes the following roads:

	STREET NAME	LIMITS	LENGT H
1.	Douglas Boulevard	Seeno Avenue to Barton Road	6,090'
2.	Mt. Vernon Road	Cold Stream Road to Wise Road	7,710'
3.	Nelson Lane	Moore Road to Nicolaus Road	10,560
4.	Placer Hills Road	Tokayana Way to one mile south	5,280
5.	Wise Road	Mt. Vernon Road to Garden Bar Road	11,960

**GRAND TOTAL 7.9
miles**

Bids were opened March 16, 2010. We received seven bids. Bid Summary results (Attachment A), and a Plan holders List (Attachment B) are included for your reference. The low bidder was Teichert Construction. Their bid was \$1,601,107, which was 20% under the engineer's estimate of \$2,000,000. Attached is a memo from Procurement Services also recommending the award of the contract to Teichert Construction. A 20%

contingency is requested to allow us to fully utilize the ARRA funds as allowed by Caltrans.

ENVIRONMENTAL

This project is Categorical Exempt from the provisions of CEQA as a Class I exemption, Section 15301 (c) "Maintenance of Existing Facilities". A Notice of Exemption was posted on March 10, 2009.

FISCAL IMPACT

Funding is available in the 09/10 Road Construction Budget for Project No. 2941 "Federal ARRA Overlay". No matching funds are required.

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

In the matter of: A RESOLUTION authorizing the Chairman of the Board of Supervisors to award and execute the construction contract, with County Counsel and Risk Management review and approval, for the Spring 2010 Asphalt Concrete Overlay, A.R.R.A funded, Contract No. 1078, to the lowest responsible and responsive bidder, Teichert Construction in the amount of \$1,601,107 and authorize the Director of Public Works to execute contract change orders up to 20% of the contract amount.

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

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Chairman of the Board of Supervisors to award and execute the construction contract, with County Counsel and Risk Management review and approval, for the Spring 2010 Asphalt Concrete Overlay, A.R.R.A funded, Contract No. 1078, to the lowest responsible and responsive bidder, Teichert Construction in the amount of \$1,601,107 and authorize the Director of Public Works to execute contract change orders up to 20% of the contract amount.

MEMORANDUM

PROCUREMENT SERVICES DIVISION
County of Placer

TO: KEN GREHM, DIRECTOR DATE: March 29, 2010
FROM: JIM BOGGAN, PURCHASING MANAGER *Jim Boggan*
SUBJECT: RECOMMENDATION TO AWARD BID NO. 9944P, CONTRACT NO. 1078,
ARRA FUNDED ASPHALT CONCRETE OVERLAY, SPRING 2010

The subject project was advertised in accordance with the Public Contract Code and plans and specifications were sold to twelve (12) prospective bidders (Planholders List). Seven (7) bids were received. The responding firms and their bids are:

1. Teichert Construction	\$ 1,601,107.00
2. DeSilva Gates Construction	\$ 1,679,684.00
3. Knife River Constuction	\$ 1,747,660.00
4. Granite Construction.	\$ 1,778,768.25
5. Vintage Paving Company, Inc.	\$ 1,863,990.36
6. Martin General Engineering	\$ 1,978,953.90
7. Ron Hale Construction, Inc.	\$ 2,077,173.00

If there are sufficient funds available and if the bidder's license is adequate and in good standing, Procurement Services would concur in recommending an award to Teichert Construction in the amount of \$1,601,107.00

Attachments: Planholder's List, Bid Summary

104

PLAN HOLDERS LIST

Asphalt Concrete Overlay
Western Placer County
Spring 2010

Bid Opening Date: 3/16/10

Refundable . No

Placer County Project : 1078

Bid # 9944P

Job Walk: None

Addenda Issued: 1

#1 File Copy 530/889-7776
Placer County Procurement
2964 Richardson Drive
Auburn CA 95603

#2, #3 N/C 530/889-3953
Placer County Contractors Assn
231 Cherry Ave Ste 101
Auburn CA 95603

#4 N/C 916/419-2287
McGraw-Hill Construction
4020 Lennane Dr Ste 104
Sacramento CA 95834

#5 N/C 916/442-8991
Sacramento Builders Exchange
1331 T Street
Sacramento CA 95814

#6 N/C 916/782-4762
Sacramento Builders Exchange
151 N Sunrise Ave Ste 511
Roseville CA 95661

#7 N/C 530/672-2955
El Dorado Builders Exchange
3430 Robin Ln Ste 7
Cameron Park CA 95682

#8 N/C 530/274-1919
Nevada County Contractors Assn
149 Crown Point Ct
Grass Valley CA 95945

#9 N/C 916/486-7700
SHCC
1491 Riverpark Dr Ste 101
Sacramento CA 95815

#10 2/17/10 916/364-0292
Delta Construction Co Inc
PO Box 277517
Sacramento CA 95827

#11,12 2/16/10 530/891-6555
Knife River Construction
1764 Skyway
Chico CA 95928

#13 2/18/10 925/829-9220
DeSilva Gates Construction
11555 Dublin Blvd
Dublin CA 94568

#14 2/18/10 916/855-4400
Granite Construction
40001 Bradshaw Rd
Sacramento CA 95827

#15 2/22/10 916/645-4800
Teichert Construction
4401 Duluth Ave
Roseville CA 95678

#16 2/22/10 530/795-0132
Vintage Paving Company
119 Main St
Winters CA 95694

#17 2/24/10 650/833-1800
Linear Options Inc
One Kelly Court
Menlo Park CA 94025

#18 2/24/10 530/275-7844
Ron Hale Construction
12827 Newtown Rd
Redding CA 96003

#19 2/25/10 916/791-1609
Central Valley Engineering
216 Kenroy Ln
Roseville CA 95678

#20 3/5/10 916/355-8108
Martin General Engineering
12485 Quicksilver Dr
Rancho Cordova CA 95742

#21 3/10/10 559/732-0393
KRC Safety Co Inc
6084 West Hurley Ave
Visalia CA 93291

#22 Missing

#23 3/11/10 916/383-5030
Anrak Corp
5820 Mayhew Rd
Sacramento CA 95627

BID SUMMARY

ARRA FUNDED, ASPHALT CONCRETE OVERLAY
PLACER COUNTY, SPRING 2010
FEDERAL AID PROJECT NO. ESPL 5919 (084)

CONTRACT NO. 1078

BID OPENING DATE: March 16, 2010

ENGINEER'S ESTIMATE	\$	2,000,053.00
1. Teichert Construction	\$	1,601,107.00
2. DeSilva Gates Construction	\$	1,679,684.00
3. Knife River Constuction	\$	1,747,660.00
4. Granite Construction	\$	1,778,768.25
5. Vintage Paving Company, Inc.	\$	1,863,990.36
6. Martin General Engineering	\$	1,978,953.90
7. Ron Hale Construction, Inc.	\$	2,077,173.00

An itemized Bid Summary is attached.

cc: Ken Grehm
Kevin Taber
Bob Vrooman
Jim Boggan, Purchasing Manager
Contract File

**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 Teichert & Son Inc. dba Teichert Construction, A California Corporation (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. 1078** entitled: **ASPHALT CONCRETE OVERLAY ♦ SPRING 2010**, 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 One Million Six Hundred One Thousand One Hundred Seven Dollars and No Cents (\$1,601,107.00) 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 May 2006
 - ♦ 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 Funds 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 35 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 1,000 dollars (\$1,000) 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, employees, outside parties hired to inspect 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 any 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 workmen or the public; or for damage to property from any cause which might have been prevented by the CONTRACTOR or his workmen or anyone employed by him..

The CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workmen 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 before its completion and final acceptance.

5.2. The CONTRACTOR shall indemnify and save harmless the COUNTY and all officers, employees, outside parties hired to inspect 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 or on account of injuries to or death of any person, including, but not limited to, workmen and the public or damage to property resulting from the performance of the contract except as otherwise provided by statute. The duty of the CONTRACTOR to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

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.

- 5.3. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the COUNTY, its officers, employees and agents, 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 subcontractor or employee of any of these, other than the active negligence of the COUNTY, its officers and employees.

ARTICLE 6: INSURANCE

- 6.1 CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

6.2 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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 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, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'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.

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

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

6.3 GENERAL LIABILITY INSURANCE:

- 6.3.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:

- (1) Premises and operations;
- (2) Products and completed operations;
- (3) Contractual liability insuring the obligations assumed by PROVIDER in this Agreement;
- (4) Broad form property damage (including completed operations);
- (5) Explosion, collapse, and underground hazards;
- (6) Personal injury liability; and

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.

6.3.b One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

6.3.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 (\$2,000,00) each occurrence
- Four Million dollars (\$4,000,000) aggregate

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

1. The limits of liability shall not be less than:

- Two Million dollars (\$2,000,00) each occurrence (combined single limit for bodily injury and property damage)
- Two Million dollars (\$2,000,00) for Personal Injury Liability
- Two Million dollars (\$2,000,00) for Products-Completed Operations
- Four Million dollars (\$4,000,000) 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 Four Million dollars (\$4,000,000).

6.3.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 (\$2,000,00) each occurrence (combined single limit for bodily injury and property damage)

- Two Million dollars (\$2,000,00) for Personal Injury Liability
- Two Million dollars (\$2,000,00) aggregate for Products Completed Operations
- Four Million dollars (\$4,000,000) 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.

6.4 ENDORSEMENTS:

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

6.4.a "The County of Placer, its officers, agents, 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."

6.4.b "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

6.4.c "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6.5 AUTOMOBILE LIABILITY INSURANCE:

6.7.a 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.

6.7.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 therefore, 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 and/or original jurisdiction rights it may have pursuant to any applicable law.

ARTICLE 18: BID ITEMS

**ASPHALT CONCRETE OVERLAY ◊ SPRING 2010
CONTRACT NO. 1078**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1.	Traffic Control System	ls	1.00	28,977.20	\$28,977.20
2.	Cold Plane Asphalt Concrete Pavement	sy	901.00	7.50	\$6,757.50
3.	Cold Plane AC Pavement (Douglas Blvd)	sy	50,590.00	0.85	\$43,001.50
4.	1/2" DGAC (PG 64-10)	ton	9,557.00	57.75	\$551,916.75
5.	1/2" DGAC (PG 64-16)	ton	2,153.00	60.75	\$130,794.75
6.	1/2" ARHM-GG (PG 64-16) (Douglas Blvd)	ton	8,537.00	79.50	\$678,691.50
7.	Paving Fabric and Oil	sy	107,456.00	1.30	\$139,692.80
8.	Adjust Manhole Frames and Covers to Grade	ea	26.00	300.00	\$7,800.00
9.	Adjust Utility Box Frames and Covers to Grade	ea	44.00	275.00	\$12,100.00
10.	Adjust Drop Inlets to Grade	ea	5.00	275.00	\$1,375.00
TOTAL COST: \$1,601,107.00					

NAME OF CONTRACTOR

Teichert Construction

NAME OF COMPANY

Teichert Construction

WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO 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. 1078
By the Board of Supervisors
On: _____**

**"CONTRACTOR"
A TEICHERT & SON INC
dba TEICHERT CONSTRUCTION**

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: 8

"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."

CERTIFICATION

LABOR CODE SECTION 1861

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, 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, and I will comply with such provisions before commencing the performance of the work of this contract.

Executed at: _____

On: _____

I certify under the penalty of perjury that the foregoing is true and correct.

CONTRACTOR - EMPLOYER

BY: _____

PRINT NAME: _____

TITLE: _____

BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, COUNTY OF PLACER, STATE OF CALIFORNIA, hereinafter called the "Owner" has awarded to

A TEICHERT & SON INC dba TEICHERT CONSTRUCTION, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

ARRA FUNDED, ASPHALT CONCRETE OVERLAY ◊ SPRING 2010 ◊ CONTRACT NO. 1078

AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and _____ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of One Million Six Hundred One Thousand One Hundred Seven Dollars and No Cents (\$1,601,107.00) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 3181, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 3248, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons referred to in Civil Code 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 3267.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that surety covenants that it is an Admitted Surety Insurer in the State of California as defined by California Code of Civil Procedures, Section 995.120.

Approved as to form:

By _____	<u>*SURETY Attorney-In-Fact</u> (Signature must be notarized)	CONTRACTOR (Signature must be notarized)
COUNTY COUNSEL PLACER COUNTY	Date _____	Date _____

Address of Surety: _____

* ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH COUNTY CLERK OF PLACER COUNTY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.

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BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS THAT WE A Teichert & Son Inc dba
Teichert Construction The Contractor in the Contract hereto annexed, as principal,
and _____ as
surety are held and firmly bound unto the County of Placer in the sum of
One Million Six Hundred One Thousand One Hundred Seven Dollars and No Cents
(\$1,601,107.00) lawful money of the United States, for which payment, well and truly to
be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the County, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of ASPHALT CONCRETE OVERLAY SPRING 2010 CONTRACT NO. 1078 in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

Approved as to form:

By _____	<u>*SURETY Attorney-In-Fact</u> (Signature must be notarized)	<u>CONTRACTOR</u> (Signature must be notarized)
COUNTY COUNSEL PLACER COUNTY	Date _____	Date _____

Address of Surety: _____

*** ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH COUNTY CLERK OF PLACER COUNTY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

