

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.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties thereto 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 an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's 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.

ARTICLE V. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or to be encountered in the prosecution of the work until its acceptance by the Department of Transportation and Public Works, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faith-fully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit:

ENGINEER'S ESTIMATE

OLD REDWOOD HIGHWAY BIKE LANES (P.M. 18.93 TO P.M. 19.48)

C05013

| ITEM NO. | S/F | ITEM CODE | ITEM DESCRIPTION | UNIT | QTY. | UNIT PRICE | ITEM TOTAL |
|----------|-----|-----------|---|------|-----------|------------|-------------|
| 1 | | 74019 | STORM WATER POLLUTION PREVENTION PLAN | LS | 1.00 | | |
| 2 | | 74020 | STORM WATER POLLUTION CONTROL | LS | 1.00 | | |
| 3 | | 74020 | STORM WATER POLLUTION MAINTENANCE WORK | LS | 1.00 | | |
| 4 | | 74029 | TEMPORARY SILT FENCE | LF | 1,015.00 | | |
| 5 | | 33115 | TEMPORARY DRAINAGE INLET PROTECTION | EA | 1.00 | | |
| 6 | | 120000 | CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS | EA | 2.00 | | |
| 7 | | 120090 | CONSTRUCTION AREA SIGNS | EA | 6.00 | | |
| 8 | | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1.00 | | |
| 9 | | 120101 | FLAGGING | FA | 10,650.00 | \$1.00 | \$10,650.00 |
| 10 | | 129000 | TEMPORARY RAILING (TYPE K) | LF | 320.00 | | |
| 11 | | 150718 | REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS | LF | 150.00 | | |
| 12 | | 150744 | REMOVE ROADSIDE SIGNS | EA | 2.00 | | |
| 13 | | 151272 | SALVAGE METAL BEAM GUARD RAIL | LF | 384.00 | | |
| 14 | | 152255 | RESET MAILBOX | EA | 3.00 | | |

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|----|--|--------|---|------|----------|--|--|
| 15 | | 152386 | RELOCATE ROADSIDE SIGN | EA | 2.00 | | |
| 16 | | 153155 | COLD PLANE ASPHALT CONCRETE PAVEMENT | SQYD | 723.00 | | |
| 17 | | 160101 | CLEARING AND GRUBBING | LS | 1.00 | | |
| 18 | | 170101 | DEVELOP WATER SUPPLY | LS | 1.00 | | |
| 19 | | 190101 | ROADWAY EXCAVATION | CY | 640.00 | | |
| 20 | | 190185 | SHOULDER BACKING | CY | 71.00 | | |
| 21 | | 192037 | STRUCTURE EXCAVATION (RETAINING WALL) | CY | 140.00 | | |
| 22 | | 193013 | STRUCTURE BACKFILL (RETAINING WALL) | CY | 111.00 | | |
| 23 | | 198200 | SUBGRADE ENHANCEMENT FABRIC | SQYD | 2,045.00 | | |
| 24 | | 203011 | EROSION CONTROL (TYPE C) | SQYD | 1,832.00 | | |
| 25 | | 390120 | ASPHALT CONCRETE (TYPE A 3/4" MAX. GRADING - WIDENING) | TN | 1,585.00 | | |
| 26 | | 390121 | ASPHALT CONCRETE (TYPE A 1/2" MAX. GRADING, LEVELING AND OVERLAY) | TN | 2,082.00 | | |
| 27 | | 394002 | PLACE ASPHALT CONCRETE (MISC. AREA) | SY | 241.00 | | |
| 28 | | 510060 | STRUCTURAL CONCRETE RETAINING WALL | CY | 106.60 | | |
| 29 | | 510062 | MINOR CONCRETE MINOR STRUCTURE (INLET) | CY | 6.50 | | |
| 30 | | 520103 | BAR REINFORCEMENT STEEL (RETAINING WALL) | LB | 6,069.00 | | |
| 31 | | 562000 | ROADSIDE SIGNS | EA | 6.00 | | |
| 32 | | 620909 | 18" ALTERNATE PIPE CULVERT | LF | 58.50 | | |
| 33 | | 620933 | 48" ALTERNATE PIPE CULVERT | LF | 120.00 | | |
| 34 | | 707133 | PRECAST CONCRETE INLET (24" X 24") | EA | 1.00 | | |
| 35 | | 721007 | ROCK SLOPE PROTECTION (1/4 TON, METHOD B) | CY | 18.00 | | |
| 36 | | 721009 | ROCK SLOPE PROTECTION (FACING, METHOD B) | CY | 9.00 | | |
| 37 | | 731517 | MINOR CONCRETE (GUTTER) | LF | 277.00 | | |
| 38 | | 750010 | 48" MANHOLE FRAME AND COVER | EA | 1.00 | | |
| 39 | | 810110 | SURVEY MONUMENT | EA | 1.00 | | |
| 40 | | 820134 | MARKERS AND DELINEATORS | EA | 2.00 | | |
| 41 | | 832001 | METAL BEAM GUARDRAIL | LF | 121.00 | | |
| 42 | | 832002 | METAL BEAM GUARDRAIL WITH LAGGING WALL | LF | 75.00 | | |
| 43 | | 833090 | METAL TUBE BRIDGE RAILING | LF | 85.00 | | |
| 44 | | 833125 | CONCRETE BARRIER (TYPE 25B) | LF | 38.50 | | |
| 45 | | 839521 | CABLE RAILING | LF | 265.00 | | |
| 46 | | 839541 | TRANSITION RAILING (TYPE WB) | EA | 1.00 | | |
| 47 | | 839543 | TRANSITION RAILING (TYPE WB W8 STEEL POST WITH LAGGING) | EA | 1.00 | | |
| 48 | | 839578 | END CAP (TYPE TC) | EA | 3.00 | | |

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|----|--------|--|----|----------|--|-------|
| 49 | 839552 | TERMINAL SECTION (TYPE ET) | EA | 3.00 | | |
| 50 | 840501 | 4" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B) | LF | 418.00 | | |
| 51 | 840504 | 6" THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39) | LF | 3,132.00 | | |
| 52 | 840509 | 12" THERMOPLASTIC TRAFFIC STRIPE | LF | 12.00 | | |
| 53 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SF | 111.00 | | |
| 54 | 850105 | PAVEMENT MARKER (NON-REFLECTIVE, TYPE AY) | EA | 800.00 | | |
| 55 | 850106 | PAVEMENT MARKER (REFLECTIVE, TYPE D) | EA | 162.00 | | |
| 56 | 860603 | FLASHING BEACON SYSTEM | LS | 1.00 | | |
| 57 | 999998 | GUARANTY | LS | 1.00 | | |
| | | | | | | TOTAL |

ARTICLE VI. The improvement contemplated in the performance of this contract is an improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE VII. The County's Board of Supervisors has awarded this contract to the Contractor on the basis of the Contractor's base bid (Items _____ through _____), in accordance with the contract documents as modified by Addenda(um) No(s). _____.

ARTICLE VIII. For the work covered by this contract, the County agrees to pay and the Contractor agrees to accept the sum of _____, subject to adjustment on the basis of the unit prices set forth in the Contractor's bid.

Attention is directed to paragraph three of Section 9-1.06, "Partial Payments," of the Standard Specifications regarding "retention of funds":

"The Department shall retain 10% of the estimated value of the work done and 10% of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the Department may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition..."