



**COUNTY OF EL DORADO, CALIFORNIA
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
solicitation on behalf of the**

**CHIEF ADMINISTRATIVE OFFICE
AIRPORTS DIVISION**

REQUEST FOR BIDS

INCLUDING

**NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS,
PROPOSAL, DRAFT AGREEMENT FOR CONSTRUCTION SERVICES,
CONDITIONS OF THE CONTRACT,
APPENDICES I-III, AND ATTACHMENTS A-C**

FOR

**INSTALL NEW AUTOMATED WEATHER OBSERVING
SYSTEM (AWOS) ON EXISTING TOWER AT THE
PLACERVILLE AIRPORT**

BID #2025-0156

**BIDS MUST BE RECEIVED BY:
2:00 P.M. on APRIL 22, 2026
THROUGH QUEST CONSTRUCTION
DATA NETWORK**

**COUNTY OF EL DORADO, STATE OF CALIFORNIA
CHIEF ADMINISTRATIVE OFFICE
AIRPORTS DIVISION**

**INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE
AIRPORT**

BID #2025-0156

TABLE OF CONTENTS

NOTICE TO BIDDERS	N-1
INSTRUCTIONS TO BIDDERS	I-1
PROPOSAL	P-1
DRAFT AGREEMENT FOR CONSTRUCTION SERVICES	C-1
PAYMENT BOND	NO PAGE #
PERFORMANCE BOND	NO PAGE #
CALIFORNIA FORM 590 - 2026 WITHOLDING CERTIFICATE	NO PAGE #
COUNTY OF EL DORADO PAYEE DATA RECORD FORM	NO PAGE #
CERTIFICATE OF INSURANCE FORM	NO PAGE #
CONDITIONS OF THE CONTRACT	CC-1
APPENDIX I – CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)	
APPENDIX II – REQUIRED SUBMITTALS LIST	
APPENDIX III – ENGINEER’S REPORT	
ATTACHMENT A – SPECIFICATIONS	
ATTACHMENT B – SPECIAL CONDITIONS	
ATTACHMENT C – CONSTRUCTION PLANS	

**COUNTY OF EL DORADO, CALIFORNIA
CHIEF ADMINISTRATIVE OFFICE, AIRPORTS DIVISION
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN by the County of El Dorado, State of California, that bids submitted through Quest Construction Data Network (Quest) for work in accordance with the Contract Documents designated:

INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT

BID #2025-0156

will be received by the Chief Administrative Office, Procurement & Contracts Division, online through Quest Construction Data Network (Quest) Project #9985130, until **2:00 p.m. Pacific Time on April 22, 2026**, at which time and place bids will be publicly opened and read by the Chief Administrative Office, Procurement & Contracts Division. The bid opening will be held virtually through Zoom. The virtual meeting can be accessed via the following: <https://us02web.zoom.us/j/84011772444>. Meeting ID: 840 1177 2444 / (669)900-6833 (San Jose), (253)215-8782 US (Tacoma), (346)248-7799 US (Houston).

LOCATION/DESCRIPTION OF THE WORK: The Placerville Airport is located at 3501 Airport Road Placerville, California 95667. The Work to be done as shown on the Contract Documents, generally consists of furnishing and installing a new AWOS on the existing tower at the Placerville Airport in accordance with Attachment A – Specifications and Attachment C – Construction Plans.

- A. The contract time shall be a total of **forty-five (45) working days**. Included in the forty-five (45) working days, the contractor shall have fifteen (15) on-site working days to complete the work.
- B. The award of this project is contingent upon a grant offer from the Federal Aviation Administration and acceptance of the grant offer by the County of El Dorado.
- C. For bonding purposes, the estimated project cost is **approximately \$245,000**.
- D. Consistent with Advisory Circular 150/5370-10H, 20-03, a prebid conference is required on this project to discuss at a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield construction requirements. This pre-bid meeting will be held at **1:00 PM on Thursday, April 09, 2026**, at the Placerville Airport, **3501 Airport Road Suite #1, Placerville, California 95667**. **ATTENDANCE AT THE PRE-BID SITE VISIT IS NOT MANDATORY. REPRESENTATIVES SHALL FOLLOW COUNTY COVID 19 POLICY WHILE ON COUNTY PREMISES WHICH MAY INCLUDE THE USE OF FACE COVERINGS. PLEASE REFER TO COUNTY POLICY E-13 AVAILABLE AT:**

<https://www.eldoradocounty.ca.gov/files/assets/country/v/1/documents/government/bos/bos-documents/policies/section-e/board-policy-e-13.pdf>

The Bidder's representative, if attending, will be required to sign an attendance sheet and provide the name of the firm being represented. The County will post on the Quest website such Addenda as the County in its discretion considers necessary in response to questions arising and information presented at the Pre-Bid Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued as a result of the Pre-Bid Site Visit shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Visit.

- E. This project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.

PRE-BID COMMUNICATIONS & REQUESTS FOR INFORMATION (RFI): Questions will be accepted in writing only, through submission to the Quest website under the Quest Project #9985130 "Project Q&A", by email, or in hard copy, until **5:00 P.M. on April 13, 2026**. Pre-bid communications and RFI are to be submitted to the email shown on the Quest website under the Quest # 9985130 "Project Q&A", emailed to: matthew.potter@edcgov.us with BID #2025-0156 – RFI as the subject, or in hard copy delivered to: County of El Dorado, Procurement & Contracts, 330 Fair Lane, Placerville, California 95667, BID #2025-0156 – RFI. If a response does not require an addenda, answers to questions deemed relevant and appropriate will be

uploaded to Quest on or about **April 17, 2026**. Oral responses concerning the content of the Contract Documents shall not be relied upon and will not be binding or legally effective. Addenda will be uploaded in PDF format to Quest's website. To receive notification of addenda, interested bidders must be included on the Planholders List.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: The contract documents, including all proposal forms, may be viewed and/or downloaded from the Quest Construction Data Network (Quest) website at <http://www.questcdn.com>. Interested parties may also access the Quest website by clicking on the link located on the Chief Administrative Office, Procurement and Contract's website at [County of El Dorado - Projects \(questcdn.com\)](http://www.questcdn.com) and entering the Quest project #9985130.

Interested parties may view the Contract Documents on the Quest website at no charge. The digital Contract Documents may be downloaded for \$42.00 by inputting the Quest project #9985130 on the websites' Project Search page. Please contact Quest CDN.com at 952-233-1632 or info@questcdn.com for assistance with free membership, registration, downloading, and working with this digital project information. To access the electronic bid form, download the project/request documents and click the online bidding button at the top of the advertisement screen. Physical paper copies of the Contract Documents may be examined by appointment at the County of El Dorado, Chief Administrative Office, Procurement and Contracts Division located at 330 Fair Lane, Placerville, California 95667; however, the Chief Administrative Office will no longer issue paper copies of the Contract Documents to bidders. To view the Contract Documents in person, contact Matthew Potter by phone at 530-621-5417 or by email at matthew.potter@edcgov.us.

By paying for and downloading the digital Contract Documents, interested bidders are automatically included on the Planholders List. The list of planholders will be available on Quest's website under "View Planholders." Those downloading the Contract Documents assume responsibility and risk for completeness of the downloaded Contract Documents. To be eligible to bid, interested parties must be included on the Planholders List.

ONLY CONTRACT DOCUMENTS, INCLUDING THE PROJECT SPECIFICATIONS AND PROJECT DRAWINGS, DOWNLOADED FROM QUEST AND SUBMITTED BY A BIDDER INCLUDED ON THE PLANHOLDERS LIST WILL BE CONSIDERED FOR BID SUBMITTAL.

CONTRACTORS LICENSE CLASSIFICATION: Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code section 7000, et seq.) and shall possess a California **Class A – General Engineering Contractor License or Class C10 Electrical Contractor License** at the time the bid is submitted and shall maintain a valid license and certification through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's security and may result in legal penalties.

CONTRACTOR REGISTRATION: No contractor or subcontractor may be listed on a bid proposal for a public works project or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1771.1(a), 1725.5. Bids will not be accepted from unregistered contractors except as provided in section 1771.1.

PREVAILING WAGE REQUIREMENTS: In accordance with the provisions of Labor Code section 1770, et seq., 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, P.O. 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.

The prevailing wage rates that are in effect at the time of the bid closing will be attached to the resulting contract for the Contractor's records. 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 Chief Administrative Office, Airports Division, and are available upon request.

In accordance with the provisions of Labor Code section 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.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Contractor's attention is directed to the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

BID SECURITY: A bid security shall be provided with each bid. Bid security shall be in an amount of not less than five percent (5%) of the total amount bid for the Work and shall be cash, a certified check, or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado on the **form provided in the Proposal section of these Contract Documents**.

Bidders are required to submit either an electronic Bidder's Bond through Surety2000 or a PDF copy of a hard copy Bidder's Bond with their bid. If a bid security other than a Bidder's Bond is being used, Bidders must upload a PDF copy of the bid security with their electronic bid submittal. If a PDF copy of the bid security is uploaded, the original bid security and acknowledgment must be provided to the Chief Administrative Office, Procurement and Contracts Division, after the bid opening but before the end of business on the first business day after the bid opening. If the Bidder chooses to utilize Surety2000, by submitting their bid, Bidder hereby agrees to hold the County of El Dorado harmless from and waive any and all claims against the County of El Dorado for any claims or damages that arise from or are related to the Bidder's use of Surety 2000.

PERFORMANCE AND PAYMENT BONDS: The successful Bidder shall be required to execute a Performance Bond and a Payment Bond for not less than one hundred percent (100%) of the construction price, issued by an Admitted Surety, an insurance organization authorized to transact business in the State of California.

CONTRACT EXECUTION: The successful bidder must sign the Contract form.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code § 20129).

A copy of the Contract form is included in your Contract Documents for your review.

SECURITIES SUBSTITUTION: Pursuant to Public Contract Code section 22300, and at the request and expense of the Contractor to whom the Contract is awarded, securities in a form approved by the County shall be permitted in substitution for money withheld by the County to ensure performance under the Contract.

FAA BUY AMERICA PREFERENCE: The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States

TITLE VI – CIVIL RIGHTS ACT:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

No DBE Contract Goal: The requirements of 49 CFR part 26 including any amendments thereto apply to this contract. It is the policy of the County of El Dorado to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Federal Fair Labor Standards Act: All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

INSTRUCTIONS TO BIDDERS: All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. Consistent with Section 15 of the Instruction to Bidders, the County reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder(s).

BY ORDER OF the Board of Supervisors, County of El Dorado, State of California.

Authorized by the Board of Supervisors on March 24, 2026 at Placerville, California.

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

*** END OF DOCUMENT ***

**THESE INSTRUCTIONS SUPPLEMENT THE NOTICE TO BIDDERS, PROPOSAL, DRAFT
CONTRACT, AND CONDITIONS OF THE CONTRACT**

**INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT
BID #2025-0156**

INSTRUCTIONS TO BIDDERS

1. The County of El Dorado will receive sealed bids through online submission to Quest from Bidders as stipulated in the Notice to Bidders. **The Proposal including the Bidder's Security shall be submitted through Quest.** Bidders are cautioned that the timing of their online submission is based on when the submittal is RECEIVED by Quest, not when a submittal is initiated by a Bidder. Online submittal transmissions can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc. For these reasons, the County recommends that Bidders allow sufficient time to upload their response and attachment(s) and to resolve any issues that may arise. The closing date and time shall be governed by the Quest web clock, which does not allow submittals after the closing date and time. Quest will send a message to the Bidder's message center in Quest advising that their online submission (vbid) was successfully submitted. If you do not receive a successful submission confirmation, you are advised to contact Quest at 952-233-1632 or info@questedn.com for assistance.
2. Bidders must submit bids only on forms provided in the Contract Documents in the Vbid section downloaded from the Quest website and shall be accompanied by all documents and information required to be submitted by these Instructions to Bidders, the Notice to Bidders, and by law. Bids not submitted on the required forms provided in the Contract Documents downloaded by the Bidder from the Quest website in the Vbid section will be deemed nonresponsive and will be disqualified.
3. Bidders must complete and submit the Proposal, Proposal Bid Price Schedule, Subcontractors Listing, Certification of Bidder's Experience and Qualifications, Bidder's Statement on Previous Contracts Subject to EEO Clause, Public Contract Code section 10285.1 Statement, Public Contract Code section 10162 Questionnaire, Non-Collusion Affidavit, Bidders List Collection Form, Fostering Small Business Participation Form, Non-Certified Small Business Verification Form, Certification of Compliance with FAA Buy American Preference, Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions, Fleet Compliance Certification, and page P-26, along with P-27 through P-29, as applicable. Bids submitted without the required documentation will be deemed nonresponsive and will be disqualified.
4. Bidders must supply all information required by the Contract Documents and specifications. Bids must be complete. Late bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with these bid documents will be rejected. The County reserves the right at its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid.
5. Bidders may not modify the Proposal Document or qualify their bids.
6. Submission of a bid signifies that the Bidder has done a careful examination of the Contract Documents and has a complete understanding of the nature, extent, and location of Work to be performed. Bidder must complete the tasks listed below in subsections "a - c" as a condition to bidding, and submission of bid shall constitute the Bidder's express representation to the County that Bidder has fully completed the following:
 - a. Bidder has downloaded all documents related to the project from the Quest website and takes responsibility for their completeness;
 - b. Bidder has examined thoroughly and understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, all local conditions, and federal, state, and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - c. Bidder has given the County representative during the bid period prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof by County is acceptable to Bidder.

7. The following represents the schedule for this Project and is subject to change. All times listed are Pacific Time:

Bid Issuance	March 25, 2026
Pre-Bid Meeting (Not Mandatory)	April 09, 2026
Deadline for Final Questions	April 13, 2026- 5:00 P.M.
Bid Submission Deadline	April 22, 2026- 2:00 P.M.
Notice of Intent to Award Posting Estimate	April 29, 2026

8. No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding one hundred eighty (180) calendar days.
9. Bids must be executed in accordance with the instructions given on the forms provided in the Contract Documents furnished by the County of El Dorado, Chief Administrative Office, Procurement and Contracts Division, through Quest Construction Data Network (Quest).
10. The bid documents include the required Federal Aviation Administration (FAA) General Provisions and FAA General Construction Items, which are taken from Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports."

A Construction Safety and Phasing Plan (CSPP) has been prepared to outline all safety issues related to the proposed construction. The CSPP is included in these bid documents as Appendix I. The Bidder will be required to submit all reports designated in the CSPP and implement all safety measures set forth in these plans.

There will be no Quality Control (QC) requirements of the Bidder during the construction of this project. The County is responsible for Quality Assurance (QA) to confirm that all work has been performed in accordance with the bid documents. The Bidder is encouraged to provide quality control on all materials and construction operations to assure quality materials and conformance with specifications. A Required Submittals List has been included in these specifications in Appendix II.

The Technical Provisions included in the bid documents as Attachment A, Specifications are based on Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports." This standard specification has been modified to contain sections specifically applicable to this project and to include requirements specifically related to the project site.

11. **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. The Bidder to whom an award is made 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.
12. **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:** Each Bid shall have listed therein the name and address of each subcontractor, to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half (1/2) of one percent (1%) of its total bid in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the description of the work, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the lump sum bid price (Total Bid Amount). At the time the bids are submitted all listed subcontractors shall be properly licensed to perform their designated portion of the work. The Bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.
13. **EMISSIONS REDUCTION (IF APPLICABLE):** Successful bidder must comply with emission reduction regulations mandated by the California Air Resources Board (CARB) and sign the certification of knowledge in the Agreement. Contractor must require all sub-contractors to comply with such regulations.

Successful bidder and its subcontractors shall at all times have valid Certificates of Reported Compliance as described in 13 California Code of Regulations section 2449(n) for fleets of vehicles subject to 13 CCR section 2449 which may be used in performance of the resulting contract. No such vehicle is permitted onsite unless and until the successful bidder provides County with a valid Certificate of Reported compliance.

Consistent with 13 CCR 2449(i), the successful Contractor must submit to the County current CARB Certificates for any applicable fleet intended to be used by the Contractor and for any applicable fleet intended to be used by all subcontractors listed on the Subcontractor Listing Form in the Proposal within ten (10) business days of receiving the Notice to Award Letter. Failure to send those certificates may result in forfeiture of your bidder's bond, and the County reserves the right to then award the Project to the next lowest responsive and responsible bidder.

14. **NONDISCRIMINATION:** Please refer to Article 43 - COMPLIANCE WITH FAIR EMPLOYMENT PRACTICES LAW, of the Draft Contract.
15. **AWARD OF CONTRACT:** The County reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder(s). The Purchasing Agent will recommend the bid for award by the Board of Supervisors. As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of Bidder's security. Award will then be made to the next lowest responsive, responsive bidder.

In case of conflict in the proposal between unit price bid and the extended total, the unit price bid shall govern. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The basis of the award is subject to all conditions as contained in the Contract Documents. It is understood and agreed that all equipment and material items shall be under immediate control of the Contractor prior to the time they will be needed to complete the work at the Placerville Airport.

The contract award will be made within one hundred eighty (180) calendar days after the date set for the opening of the bids and bids shall remain open for that time. The Contractor shall commence work in accordance with the date set by the County in the written Notice to Proceed to the Contractor.

Consistent with 49 CFR 26.11(c)(2), as a condition of responsiveness, the Bidder or Offeror must submit the following information about all prime contractors and subcontractors. with its proposal utilizing the "Bidders List Collection Form" provided in the Bid Form.

- Firm's name;
- Firm's address including zip code;
- Firm's status as a Disadvantaged Business Enterprise (DBE) or non-DBE;
- Race and gender information for the firm's majority owner;
- North American Industry Classification Systems (NAICS) code applicable to each scope of work the firm sought to perform in its bid;
- Age of the firm; and
- Annual gross receipts of the firm.

This document and all supporting documentation must be submitted with the bid.

16. **UNFAIR COMPETITION:** The County of El Dorado hereby notifies all Bidders, and by submitting a response to this invitation Bidder hereby agrees, that Bidder shall comply with all anti-competitive and anti-trust federal and state laws, including but not limited to the Unfair Practices Act (Business and Professions Code section 17000, et seq.), the Cartwright Act (Business and Professions Code section 16700, et seq., prohibited restraints on competition), Unfair Competition Act (Business and Professions Code section 17200, et seq.), the Sherman Act (15 U.S.C. section 1, et seq.), and the Clayton Act (15 U.S.C. section 12, et seq.).

17. **BID RELIEF:** County Board of Supervisors may grant bid relief under Public Contract Code § 5100 et seq. Submit any request for bid relief to Matthew Potter at matthew.potter@edcgov.us, phone:530.621.5417. Requests for bid relief must be in writing within two (2) business days of the bid opening and must demonstrate:
1. A mistake was made in your bid.
 2. The mistake made the bid materially different than what you intended.
 3. The mistake was made in filling out the bid and not due to an error in judgment or to carelessness in inspecting the site of work or in reading the plans or specifications.
18. **BIDDERS PROTEST PROCEDURES:** The Chief Administrative Office, Procurement & Contracts Division, will notify all Bidders in writing of its recommendation for award or rejection of bids, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors (“Notice of Intent to Award”). All bidders may attend the Board of Supervisors meeting, address the Board, and be heard.
- Within five (5) working days** from the date of the Notice of Intent to Award, the Bidder protesting the recommendation for award must submit a formal written protest to the Procurement & Contracts Division, stating in detail the basis and reason for the protest. The Bidder must provide facts to support the protest including any evidence Bidder wishes to be considered together with the law, rule, regulation, or criteria on which the protest is based. The Bidder’s formal written protest and supporting documents will be reviewed by the County’s Purchasing Agent. The County’s Purchasing Agent will either approve or reject the Bidder’s protest. If the County’s Purchasing Agent rejects the Bidders protest, the protest will be heard and acted upon by the Board of Supervisors. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. If the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits and the decision of the Board of Supervisors on the bid protest shall be final.
19. **PAYMENTS:** Attention is directed to Article 6.2 – APPLICATIONS FOR PAYMENT of Conditions of the Contract and Article 5 – PAYMENT of the Draft Contract.
20. **RETAINAGE FROM PAYMENTS:** Attention is directed to Article 6.4 – WITHOLDING FROM PAYMENTS of the Conditions of the Contract and Article 24 – RETAINAGE of the Draft Contract.
21. **FEDERAL PROVISIONS:** The work to be done is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. This project is subject to the Federal provisions, statutes and regulations as set forth in the project specifications.

This project is under and subject to the Equal Opportunity Clause contained in the contract documents.

Small Business Participation: The County has established a Small Business Element in accordance with 49 CFR Part 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor should make every effort to solicit small business concerns (as defined in 13 CFR Part 121) to participate as subcontractors, service providers, suppliers, etc.

The County has identified work categories conducive to small business participation on the form attached to this Instructions to Bidders entitled Fostering Small Business Participation – List Defining Work Categories Conducive to Small Business Participation. Bidders are encouraged to solicit small business participation for the work items referenced.

The Bidder must submit the Small Business Participation information with its proposal on the forms provided in the proposal document (Fostering Small Business Participation & Non-Certified Small Business Verification Form).

Socially/Economically Disadvantaged Financial Institutions: Consistent with 49 CFR 26.27, the County encourages Contractors and Subcontractors to utilize the services of financial institutions owned and controlled

by socially and economically disadvantaged individuals in the community. You can find a link to Minority-Owned Financial Institutions and their branches on the FDIC website: <https://www.fdic.gov/regulations/resources/minority/mdi.html> or the U. S. Department of Treasury – Bureau of the Fiscal Service <https://fiscal.treasury.gov/mbdp/>.

Department of Labor Posters: U.S. Department of Labor Posters, Form SOL-155 (10-54), together with the applicable minimum wage rates, as determined by the Secretary of Labor for this project, shall be posted in a prominent place at the site of the work. The name of the FAA District Program Manager/Civil Engineer whom workers may contact in the event they have reason for complaint shall be placed in the box in the middle of the poster. Copies of this poster can be obtained from local Labor Department offices.

The following clauses come from Advisory Circular 150/5370-10H:

20-02 Qualifications of Bidders: Each bidder shall submit evidence of competency to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work. The three lowest bidders shall furnish the Owner satisfactory evidence of their financial responsibility within five (5) business days after bid opening. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential balance sheet as of the last calendar year or the bidder's last fiscal year.

20-03 Contents of Proposal Forms. The County's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The County will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the County to deem a proposal irregular are given in paragraph 20-09 Irregular proposals.

Mobilization is limited to ten percent (10%) of the total project cost.

20-04 Issuance of proposal forms. The County reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the County, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the County at the time the County issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the County.
- d. Documented record of unsatisfactory work on previous contracts with the County.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The County does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Advisory Circular 150/5370-10H, Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. Consistent with paragraph 6 above, the submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the County's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the County.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the County. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the County's invitation for bid. It is the County's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the County, or if the County's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the County.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The County reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the County and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond in the amount specified in the proposal form. Such bond shall be made payable to the County.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, Issuance of Proposal Forms, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than seven (7) calendar days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

22. **LOCAL CONDITIONS:** Bidders are notified that they must carefully examine the Appendices, Attachments, Proposal, and all Contract Documents and thoroughly familiarize themselves with all State and other laws pertaining to this improvement. They must also examine and judge for themselves as to the location and character of the proposed work, the amounts and quality of the materials required, the work to be done, the probable soil classification, and other features to be encountered. No allowance will be made to any Bidder because of lack of such examination or knowledge. Bidders will be permitted to make such tests and examinations as they deem necessary to determine the character of the material which will be encountered in excavation. Such tests and examinations shall not interfere with airport operations and shall have prior approval of the County.

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for.

23. **SELF PERFORMANCE:** Consistent with Federal Acquisition Rule 36.501, bidder shall perform with his/her own organization not less than thirty percent (30%) of the total contract cost.
24. **DEFINITIONS:** Whenever listed in the bid documents the word directed, required, permitted, designated, ordered, or words of like import are used, it shall be understood that the direction, requirement, permission, designation or order of the County is intended; and, similarly, the words approved, satisfactory, suitable, acceptable, or words of like import, shall mean approved by the representative of the County authorized to express such approval.
25. **TAXES:** Bidders shall have included in their bids any and all Federal, State and local taxes of whatever nature in connection with material to be furnished to the County. Absolutely no extras shall be allowed for such by the County.
26. **PRIME CONTRACTOR PROMPT PAYMENT CERTIFICATION:** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the

above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

27. **DOCUMENTS TO BE EXECUTED:** The following documents are to be executed and submitted by the apparent low Bidder after bids have been opened and duly inspected, and the County transmits the Notice of Award package to the successful Bidder which includes items i-iii below. Failure to properly and timely submit these documents entitles the County to determine that the Bidder has abandoned the contract and the Bidder's security shall be forfeited to County.

Submit the following documents to Matthew Potter, Chief Administrative Office, Procurement and Contracts Division, 330 Fair Lane, Placerville, California 95667 by 5:00 p.m. of the **FIFTEENTH** calendar day, following the date of the NOTICE OF AWARD OF CONTRACT letter. Execution of Contracts by the County depends upon approval of Insurance Certificates and Bonds, and associated contract documents.

- i. Contracts: The successful Bidder shall execute and submit the Agreements for the work associated with the Proposal Lump Sum Bid Price (Total Bid Amount) Schedule (See Draft Contract). Submit two (2) originals of Contract, each bearing an original signature.
- ii. County of El Dorado Performance Bond: To be executed by successful Bidder and surety each with notary acknowledgement. Successful Bidder shall furnish County with original copies of the Performance Bond and notary acknowledgment.
- iii. County of El Dorado Payment Bond: To be executed by successful Bidder and surety each with notary acknowledgement. Successful Bidder shall furnish County with original copies of the Payment Bond and notary acknowledgment.
- iv. Insurance certificates required by Conditions of the Contract, Article 8 – INSURANCE AND BONDS.
- v. California Form 590 – Withholding Exemption and County Payee Data Record Form
- vi. (If Applicable) Consistent with 13 California Code of Regulations 2449(i), the Successful bidder must submit to the County current CARB Certificates for any applicable fleet intended to be used by the Successful bidder and for any applicable fleet intended to be used by all subcontractors listed on the Subcontractor Listing Form in the Proposal within ten (10) business days of receiving the Notice to Award Letter and package. Failure to send those certificates may result in forfeiture of your bidder's bond, and the County reserves the right to then award the project to the next lowest responsive and responsible bidder.

*** END OF INSTRUCTIONS TO BIDDERS ***

THIS IS A SAMPLE OF WHICH DETAILS ALL THE NECESSARY INFORMATION NEEDED FOR A COMPLETE PROPOSAL. PLEASE LOG INTO QUEST AND COMPLETE ALL ELECTRONIC FORMS UNDER QUEST PROJECT #9985130. PLEASE NOTE THAT SOME FORMS WILL NEED TO BE DOWNLOADED AND RE-UPLOADED WITH ALL THE NECESSARY INFORMATION FILLED OUT. IF YOU ARE NOT UTILIZING SURETY 2000, THEN A PDF OF YOUR BIDDERS BOND WILL NEED TO BE UPLOADED AT THE TIME OF BID AND A HARD COPY WILL NEED TO BE DROPPED OFF TO THE PROCUREMENT AND CONTRACTS DIVISION LOCATED AT 330 FAIR LANE, PLACERVILLE, CALIFORNIA 95667 BY END OF BUSINESS ON THE FIRST BUSINESS DAY AFTER THE BID OPENING.

**THE USE OF PENCIL OR CORRECTION FLUID OR TAPE IS NOT ACCEPTABLE.
BID DOCUMENTS COMPLETED IN PENCIL OR CONTAINING THE USE OF CORRECTION FLUID OR TAPE WILL BE REJECTED.**

ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO THE CHANGE AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE

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PROPOSAL

(to be submitted with Bidder's Security)

**TO: CHIEF ADMINISTRATIVE OFFICE, PROCUREMENT and CONTRACTS DIVISION
COUNTY OF EL DORADO, STATE OF CALIFORNIA via Quest**

for the completion of

INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT

BID #2025-0156

NAME OF BIDDER: _____

BUSINESS MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP: _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

EMAIL ADDRESS _____

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates set forth herein), including any addenda thereto, the Contract annexed hereto, and also in accordance with the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Contract Documents for the work to be done are entitled:

INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT

BID #2025-0156

Bids are to be submitted for the entire work, including each of the nine (9) work items listed below. The work includes A LUMP SUM BID (Total Bid Amount). Failure to submit a bid for the entire work, including all nine (9) work items will result in the bid being deemed non-responsive and will be disqualified. The County reserves the right to reject all bids.

The Bidder shall set forth a total for each of the nine (9) work items and a lump sum total (Total Bid Amount) for the BID, in clearly legible figures in the respective space provided for this purpose. Prices should generally be written in whole dollars and cents. The extended total amount of each item should not be rounded.

If the item total for the lump sum is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing lump sums. The written lump sum in numbers will be interpreted according to the number of digits and, if applicable, decimal placement.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County, and that discretion will be exercised in the manner deemed by the County to best protect the public interest in the prompt and economical completion of the work. The decision of the County respecting the amount of a bid, or the existence or treatment of any irregularity in a bid, shall be final.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfaction to the County in accordance with the Special Provisions within fifteen (15) Calendar Days of the date of the letter notice from the County that the Contract has been awarded, the County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County.

The undersigned Bidder acknowledges that a bid security must be submitted in the amount of not less than five percent (5%) of the total Lump Sum Bid (Total Bid Amount).

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the location of the proposed work, the annexed proposed form of Contract, Appendices I-III, and Attachments A-C; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the County, in the form of the copy of the Draft Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the County as therein set forth, and that it will take in full payment therefore the following item prices, to wit:

N/A

For the project site, Bidder's scope of work shall include: Install new AWOS on the existing tower at the Placerville Airport as required by the Contract Documents, and in accordance with Attachments A - C. Should Bidder find relevant details missing from the original Contract Documents, Bidder shall alert County.

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PROPOSAL BID PRICE SCHEDULE

INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT

BID #2025-0156

Award of Contract: Bid will be awarded on the basis of the lowest responsive, responsible bidder based upon the total of the LUMP SUM bid (Total Bid Amount), including all nine (9) work items listed below, and meeting all other requirements.

Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
1	Lump Sum	Mobilization (C-105) * _____ Dollars and _____ Cents Lump Sum	Lump Sum	\$ _____
2	Lump Sum	Marking and Lighting of Closed Airport Facilities (C-106) _____ Dollars and _____ Cents Lump Sum	Lump Sum	\$ _____
3	Lump Sum	Remove and Replace AWOS III Sensors on Existing Tower, Complete (L-130) _____ Dollars and _____ Cents Lump Sum	\$ _____	\$ _____
4	750 Ln. Ft.	Power Feed to AWOS: (2) #8 5KV Airfield Lighting Cable and (1) #8 THWN-2 Ground (L-108) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____

* Mobilization shall be limited to ten percent (10%) of the total project

Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
5	350 Ln. Ft.	Power Feed to Tower Obstruction Light: (2) #12 THWN-2 and (1) #12 THWN-2 Ground (L-108) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
6	Lump Sum	Miscellaneous Vault Work (L-109) _____ Dollars and _____ Cents Lump Sum	Lump Sum	\$ _____
7	Lump Sum	Removal and Replacement of Panel at AWOS Site (L-109) _____ Dollars and _____ Cents Lump Sum	\$ _____	\$ _____
8	350 Ln. Ft.	½" Seal-Tite Flexible Conduit (L-110) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
9	Lump Sum	Removal and Replacement of Obstruction Light on AWOS Tower (L-119) _____ Dollars and _____ Cents Lump Sum	\$ _____	\$ _____
		<i>TOTAL BID AMOUNT</i>	\$ _____	

BIDDERS ARE REQUIRED TO DOWNLOAD AND COMPLETE THE VBID PROPOSAL ON THE QUESTCDN WEBSITE. DO NOT INCLUDE PAGES P-4 AND P-5 WHEN SUBMITTING YOUR PROPOSAL AS BIDDERS SHOULD ENTER THEIR AMOUNTS DIRECTLY ON THE QUESTCDN WEBSITE.

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

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SUBCONTRACTORS LISTING

The Bidder shall list the name and address, contractor license number, and Department of Industrial Relations (DIR) registration number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, in an amount in excess of one-half (½) of one percent (1%) of the total bid in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code and as required by the provisions in “Required Listing of Proposed Subcontractors” in the Notice to Bidders. **The Bidder shall list the description of work and state the percentage of work to be performed by each subcontractor as subcontracted amount divided by LUMP SUM BID (Total Bid Amount) amount.**

Name	Location of Business	Contractor License No. / DIR Registration No.	Description of Work and Percentage of Work Subcontracted

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)**

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____
2. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____
3. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____

4. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____
5. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____
6. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____
7. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

<u>Name</u>	<u>Job Responsibility</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Name of Bidder

Signature of Bidder

Contractor's License No.

Title of Signator

Date

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PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that Section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature: _____

Date: _____

Name: _____

Title: _____

Firm: _____

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PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury under the laws of the State of California, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes: _____ **No:** _____

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Bidder hereby states under penalty of perjury under the laws of the State of California, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Bidder within the immediate preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

NOTE:

The above Questionnaire and Statement are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire and Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code, Section 112 and Public Contract Code Section 7106, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE:

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature: _____

Date: _____

Name: _____

Title: _____

Firm: _____

CERTIFICATES REGARDING DEBARMENT

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

NOTE: The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder also agrees by submitting its bid or Proposal that it shall require that the language of this certification be included in all of its subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly. If the Bidder is awarded this Contract, it shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United States Code, and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

NOTE: The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

BIDDERS LIST COLLECTION FORM

Prime Contractor			
Firm Name: _____	Certified DBE: ☐ Yes ☐ No		
Firm Address: _____	City: _____	State: _____	Zip Code: _____
Contact Name: _____	Email Address: _____		Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1 - \$3 million ☐ \$3 - \$6 million ☐ \$6 - \$10 million ☐ Over \$10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor			
Firm Name: _____	Certified DBE: ☐ Yes ☐ No		
Firm Address: _____	City: _____	State: _____	Zip Code: _____
Contact Name: _____	Email Address: _____		Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1 - \$3 million ☐ \$3 - \$6 million ☐ \$6 - \$10 million ☐ Over \$10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Sub Contractor			
Firm Name: _____	Certified DBE: ☐ Yes ☐ No		
Firm Address: _____	City: _____	State: _____	Zip Code: _____
Contact Name: _____	Email Address: _____		Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	☐ Black American ☐ Non-minority ☐ Hispanic American ☐ Other ☐ Asian-Pacific American	☐ Less than 1 year ☐ 1 - 3 years ☐ 4 - 7 years ☐ 8 - 10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1 - \$3 million ☐ \$3 - \$6 million ☐ \$6 - \$10 million ☐ Over \$10 million
Gender of Majority Owner			
☐ Male ☐ Female ☐ Other			

Please copy page if you need to add more subcontractors.

FOSTERING SMALL BUSINESS PARTICIPATION FORM

Background 49 CFR §23.26 and §26.39

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SDB), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (<https://beta-search.certify.sba.gov/advanced> and https://dsbs.sba.gov/search/dsp_dsbs.cfm).

Prime Information

Firm Name: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Email Address: _____ Phone: _____

Small Business Firms to be Utilized

Firm Name: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SDB ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
Total Amount		\$ -

Firm Name: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SDB ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
Total Amount		\$ -

Firm Name: _____
Firm Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SDB ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
Total Amount		\$ -

Prime Signature

Signature: _____ Company Name: _____
Print Name: _____ Date: _____
Title: _____

Reviewer Certification (For use by Sponsor Only)

Signature: _____ Company Name: _____
Print Name: _____ Date: _____
Title: _____

NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM

Background 49 CFR §23.26 AND §26.39			
Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.			
Firm Information			
Firm Name: _____			
Firm Address: _____	City: _____	State: _____	Zip Code: _____
Contact Name: _____	Email Address: _____	Phone: _____	
Business Profile			
Describe the primary activities of your firm:		Associated NAICS Codes:	
Number of Employees			
Full-time: _____	Part-time: _____	Total: _____	
Gross Receipts of Firm			
Gross Receipts of Firm for the last 5 years: Attach tax returns for the last five years.	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
		Average Receipts:	\$ _____ -
Gross Receipts for all Affiliates*			
Gross Receipts of Affiliates for the last 5 years: Affiliates are defined in accordance with the Small Business Administration (SBA) definition. Attach tax returns for all affiliate firms for the last five years.	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
		Average Receipts:	\$ _____ -
Firm Signature			
The firm attests that the presented information is accurate and correct.			
Signature: _____		Company Name: _____	
Print Name: _____		Date: _____	
Title: _____			
Reviewer Certification (For use by Sponsor Only)			
The above presented information and attachments have been reviewed and it is concluded that:		☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business	
Signature: _____		Employer: _____	
Print Name: _____		Date: _____	
Title: _____			

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

NOTE: The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities. As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

NOTE: The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

NOTE: The above certifications are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Certifications. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

By signing the Proposal Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted, and a detailed reasoning is attached hereto.

NOTE: The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Certification.

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH (\$____), "CASHIER'S CHECKS," "CERTIFIED CHECKS," OR "BIDDERS BONDS," AS THE CASE MAY BE)

in amount equal to at least five percent (5%) of the total amount bid.

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.

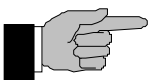
If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms; otherwise, the bid may be disregarded as irregular and unauthorized.

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

COUNTY OF EL DORADO

BIDDER'S BOND

this form MUST be used

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE _____,
_____, as PRINCIPAL, and

as Surety are held and firmly bound unto the County of El Dorado (Obligee), in the penal sum of **FIVE (5) PERCENT OF THE AMOUNT OF THE TOTAL LUMP SUM BID PRICE (TOTAL BID AMOUNT)** of the Principal above named, submitted by said Principal to the Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and Surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL LUMP SUM BID PRICE (TOTAL BID AMOUNT)

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned Bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, for the construction of the:

INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT
BID #2025-0156

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the County of El Dorado, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have set our hands and seals on this _____ day of _____ 20____

(seal) _____
Principal

(seal) _____
Surety

Address: _____

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of Acknowledgment.)

PRINCIPAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

County of El Dorado

BID #2025-0156

DRAFT CONTRACT FOR CONSTRUCTION SERVICES

INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT

THIS AGREEMENT ("Agreement") approved by the County of El Dorado Board of Supervisors, this _____ day of _____, in the year of 2026, made and concluded, in duplicate, between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, by the Chief Administrative Office, Airports Division thereof, the party of the first part hereinafter called "County," and (CONTRACTOR) [CSLB No. _____] party of the second part hereinafter called "Contractor."

R E C I T A L S

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 County's Contract Documents entitled:

INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT

The project is located at 3501 Airport Road #1, Placerville, California 95667. The Work to be done as described in the Contract Documents, generally consists of at a minimum: furnishing of all labor, materials, and equipment for installation of a new AWOS on the existing tower at the Placerville Airport. The Work to be completed shall be in accordance with Appendices I-III and Attachments A-C.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; Instructions to Bidders; the bid forms which include the accepted Proposal, Proposal Bid Price Schedule, Subcontractors Listing, Certification of Bidder's Experience and Qualifications, Bidder's Statement on Previous Contracts Subject to EEO Clause, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Non-collusion Affidavit, Certificates Regarding Debarment Form, Certifications Regarding Lobbying Form, Bidder's List Collection Form, Fostering Small Business Participation Form, Non-Certified Small Business Verification Form, Trade Restriction Certification Form, Certification of Compliance with FAA Buy American Preference Form, Certification Regarding Domestic Preferences for Procurements Form, Certifications of Offeror/Bidder Regarding Tax

Delinquency and Felony Convictions Form, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, and the Fleet Compliance Certification; the Contract which includes this Agreement with any Exhibits thereto, the

Performance Bond and Payment Bond; Conditions of the Contract; All Appendices, Exhibits and Attachments to the Bid; all Addenda incorporated in those documents before their execution, the County's adopted DBE Program, all Contract Change Orders, and Architect's Supplemental Instructions if applicable, 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 Department of Industrial Relations 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, the precedence set in Attachment B, Section 3 shall govern.

Article 3. CONTRACT PRICE

As compensation agreed upon for said Work, County shall pay or cause to be paid to Contractor, in full, and for the full contract price and compensation for said completion of the Work, including without limitation, all bonds and insurance, (insert dollar amount in words) DOLLARS (\$(insert dollar amount in numbers)) which sum constitutes the Contract Price for the complete Project (the "Contract Price"). Contractor shall be paid no more than the Contract Price, plus any approved Change Orders pursuant to Article 51.

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed (NTP) issued by County. The work shall be diligently prosecuted to completion within **forty-five (45) Working Days** commencing from the date shown on the NTP. Of the total Working Days, fifteen (15) Working Days are designated as onsite Working Days during which the Contractor shall perform physical Work on the Project site at the direction of County. The remaining Working Days shall encompass procurement, submittals, delivery, inspection of materials, and other offsite activities required by the Contract Documents.

Upon receipt of the NTP, Contractor shall promptly order materials, equipment, and supplies required for the Work in accordance with (i) the Contract Documents and (ii) an any approved procurement schedule. Contractor shall not order materials requiring Submittal review until the relevant Submittals are approved, unless County authorizes early procurement in writing. Any early procurement prior to approval is at Contractor's sole risk and expense. Contractor shall provide written notice to County when long-lead materials are received (with delivery documentation). Immediately upon delivery, Contractor shall inspect and verify materials for conformance with the Contract Documents and approved Submittals and shall promptly notify County of any discrepancies. Nonconforming materials shall be segregated, clearly identified, and handled per the Contract Documents at no additional cost to County. If materials are stored offsite, storage must comply with industry standards and County requirements (security, weather protection, inventory control, and access for inspection).

After issuance of the materials order, the Contract Time shall be suspended in writing by County until the Contractor receives all designated long-lead materials listed in the approved procurement schedule. This suspension is non-compensable. Liquidated damages do not accrue during this suspension. During the suspension, Contractor shall: (a) diligently prosecute procurement; (b) furnish copies of purchase orders, acknowledgments, shipping confirmations, and delivery tickets; (c) update County weekly on lead times, factory status, and logistics; and (d) promptly propose substitutions if any item becomes unavailable or experiences extraordinary delay. Contract Time shall resume on the date specified by County in writing following Contractor's written notice to County that all long-lead materials have been received and verified for accuracy and conformance with the Contract Documents. Upon resumption, the remaining Contract Time, including the fifteen (15) on-site Working Days, shall be used to complete the Work.

Contractor shall coordinate all physical onsite construction activities to occur within the fifteen (15) designated onsite Working Days. Any onsite Work beyond the fifteen (15) days must be approved in writing by County and may be subject to liquidated damages as provided in the Contract Documents.

County and Contractor recognize that time is of the essence of the Contract and that County will suffer loss if the Work is not completed within the time specified in the above paragraph, plus any extensions thereof allowed in accordance with Article 4.3.5 of the Conditions of the Contract. The parties also recognize 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 **THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00)** for each and every Working Day, as liquidated damages and not as a penalty, for each and every Working Day's delay in finishing the entire Work in excess of the contract time prescribed herein; and Contractor agrees that County may deduct the amount thereof from any monies due or that may become due Contractor under this contract.

Article 5. PAYMENT

Payment shall be made to Contractor as follows:

Progress payments are to be made monthly based on the percentage of completion method reached by the Contractor and invoiced using Exhibit 1, marked "Payment Application," and Exhibit 2, marked "Prompt Payment Certification," both incorporated herein and made by reference a part hereof.

Retention of 5% of the total Contract price will be held until the work is 95% complete, and thereafter at the option of County. Payment by County as herein provided shall not be construed as an absolute acceptance of defects in the work or improper materials.

County shall promptly pay Contractor in accordance with Public Contract Code section 20104.50.

Article 6. SAFETY

Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

Article 7. PROTECTION OF FACILITIES

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- C. Contractor shall provide for work by other contractors and County.
- D. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

Article 8. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the 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 sole negligence or willful acts 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 Civil Code section 2778. The insurance obligations of the 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.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

Article 9. NOTICE

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and shall be delivered to it as follows:

To County:

County of El Dorado
Chief Administrative Office
Airports Division
330 Fair Lane
Placerville, California 95667

Attn.: Jennifer Franich
Deputy Chief Administrative Officer

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

Contractor's Business Name
Street Address
City, State Zip

Attn.: Name of Notices Recipient
Title of Notices Recipient

Either party may change its address for notices by giving written notice pursuant to this Article.

Article 10. CALIFORNIA FORUM AND LAW

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

Article 11. PERFORMANCE BOND

As a part of the execution of this Contract, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Contract. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

Article 12. PAYMENT BOND

As a part of the execution of this Contract, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

Article 13. NOTIFICATION OF SURETY COMPANY

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

Article 14. 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. section 15) or under the Cartwright Act (Business and Professions Code section 16700, et seq.), 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 15. TERMINATION BY COUNTY FOR CONVENIENCE

County reserves the right to terminate the Agreement at any time, in whole or in part, for convenience upon thirty (30) calendar days written Notice of Termination. 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 County 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 16. DEFAULT AND TERMINATION OF CONTRACT

The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- A. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- B. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- D. Discontinues the execution of the work, or
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- G. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- H. Makes an assignment for the benefit of creditors, or
- I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

Article 17. SUCCESSORS AND ASSIGNS

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

Article 18. RELOCATION OF UTILITIES

As required by Government Code section 4215, County will assume responsibility for the removal, relocation, and protection of main or trunk-line utility facilities existing on the construction site, if such facilities are not shown in the plans and specifications, and County shall compensate Contractor for the costs of locating and repairing damage to such facilities not due to the failure of Contractor to exercise reasonable care.

Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter, and junction boxes, on or adjacent to the site of the construction.

If Contractor, while performing the Work under this Agreement, discovers utility facilities not identified in the Contract Documents, including the plans or specifications, Contractor shall immediately notify the Contract Administrator. County shall not be liable for Contractor's performance of unauthorized work.

Article 19. REPORTING ACCIDENTS

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

Article 20. EMISSIONS REDUCTION

Contractor and its subcontractors shall at all times have valid Certificates of Reported Compliance as described in 13 California Code of Regulations section 2449(n) for fleets of vehicles subject to 13 California Code of Regulations section 2449 which may be used in performance of the contract. No such vehicle is permitted onsite unless and until Contractor provides County with a valid Certificate of Reported compliance. Contractor and its subcontractors shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS

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

Signed: _____ Date: _____

Contractor shall indemnify County against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules, and regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

Article 21. WORKERS' COMPENSATION CERTIFICATION

Contractor shall comply with Labor Code section 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 22. RESOLUTION OF CLAIMS

Contractor's attention is directed to California Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute.

For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The provisions of sections 20104, et seq. also apply to the resolution of claims under this Contract to the extent those sections are not in conflict with section 9204.

Article 23. APPRENTICES

23.1 For purposes of this Article 23, the term Subcontractor shall not include suppliers, manufacturers, and distributors.

23.2 Only apprentices, as defined in the State of California Labor Code section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Contractor and Subcontractors as apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to section 1777.5. The Contractor bears responsibility for compliance with this section for all apprenticeable occupations.

23.3 Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the Work in the craft or trade to which the apprentice is indentured.

23.4 When Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, Contractor or Subcontractors shall 1) send contract award information to the applicable joint apprenticeship committee that can supply apprentices to the site of the public work and 2) apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Work. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of **apprentice** work for every 5 hours of journeyperson work, except as permitted by law. Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

23.5 "Apprenticeship craft or trade," as used in this Article 23, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

23.6 If Contractor or Subcontractors employ journeyworkers or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the Project site are contributing, Contractor and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Work in the same amount or upon the same basis and in the same manner done by the other contractors. Contractor may include the amount of such contributions in computing its bid for the Contract; but if Contractor fails to do so, it shall not be entitled to any additional compensation therefor from County.

23.7 In the event Contractor willfully fails to comply with this Article 23, it will be considered in violation of the requirements of the Contract.

23.8 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Contractor or Subcontractors of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

Article 24. RETAINAGE

The retainage from payments is set forth in Section 6.4 "WITHHOLDINGS FROM PAYMENTS" of the Conditions of the Contract. 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 Government Code section 16430, or bank or savings and loan certificates of deposit.

Article 25. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of Labor Code section 1770, et seq., the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. 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.

The prevailing wage rates that were in effect at the time of the bid closing are attached to this Agreement for the Contractor's records. 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 Chief Administrative Office, Airports Division and are available upon request. In accordance with the provisions of Labor Code section 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 26. CERTIFIED PAYROLL

As required under the provisions of Labor Code section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

26.1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with this Project.

26.2 A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:

- a. Make available or furnish to the employee or his or her authorized representative on request.
- b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
- c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
- d. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

Article 27. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide

services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, nor any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 16.

Article 28. SUBCONTRACTORS

28.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

28.1.1 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into subcontract agreements, the names and addresses of all Subcontractors proposed for the Work that were not previously listed in Contractor's Bid. Where subcontractors are used, the provisions of Public Contract Code sections 4100-4114 apply to this Agreement.

28.1.2 Any Subcontractor may be disqualified if County or County's Representative determines that such Subcontractor fails to meet the requirements of the Contract Documents or for any other reason.

28.1.3 In accordance with the Subletting and Subcontracting Fair Practices Act, nothing herein shall be deemed to entitle Contractor, without the approval of County, to substitute other subcontractors for those named in Contractor's List of Subcontractors and List of Changes in Subcontractors Due to Alternates contained in the completed Bid Form; and, except with such approval, no such substitution shall be made.

28.1.4 Except as hereinafter provided, any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor, as required by County or County's Representative pursuant to Article 29.1.1 shall be borne solely by Contractor and Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time on account of such replacement or substitution.

28.2 SUBCONTRACTUAL RELATIONS

29.2.1 Any part of the Work performed for Contractor by a first-tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor all the obligations and responsibilities which Contractor assumes towards County by the Contract Documents, and to perform such portion of the Work in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of County under the Contract Documents, with respect to the Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. Contractor shall cause each such subcontract to expressly include the following requirements: 29.2.1.1

Subcontractor waives all rights that Subcontractor may have against County for damages caused by fire or other perils covered by builder's risk property insurance carried by Contractor or County.

28.2.1.2 County and entities and agencies designated by County will have access to and the right to audit and the right to copy at County's cost all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Subcontractor shall preserve all such records and other items for a period of at least 3 years after Final Completion.

28.2.2 Upon the request of County, Contractor shall promptly furnish to County a true, complete, and executed copy of any subcontract.

Article 29. CONTRACTOR REGISTRATION

In accordance with Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code section 4104, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code section 7029.1 or by Public Contract Code sections 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded.

The contractor must post job site notices as prescribed by regulation 8 California Code of Regulations section 16451. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations (DIR). The work is subject to compliance monitoring and enforcement by the DIR.

Article 30. AUDIT BY CALIFORNIA STATE AUDITOR

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

Article 31. TAXES

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

Article 32. LICENSES

Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code section 7000, et seq.), that its license is in good standing and that it possesses a **Class A – General Engineering Contractor License or Class C10 Electrical Contractor License** as required by the categories and type of the Work. Copies of Contractor's State Contractors' license must be provided with this Agreement.

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

Article 33. 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 34. WAIVER

No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

Article 35. FORCE MAJEURE

Neither party will be liable for any delay, failure to perform, nor omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

35.1 Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

35.2 Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

Article 36. DRUG-FREE WORKPLACE

Contractor shall comply with Government Code section 8355.

Article 37. CALIFORNIA RESIDENCY (Form 590)

If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

Article 38. NONRESIDENT WITHHOLDING

If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

Article 39. COUNTY PAYEE DATA RECORD FORM

All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

Article 40. CONTRACTOR TO COUNTY

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

Article 41. ASSIGNMENT AND DELEGATION

Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Neither this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Contractor without the written approval of the County, nor without the consent of the Surety unless the Surety has waived its right to notice of assignment in writing .

Contractor shall not subcontract, delegate, or assign the Work to be performed, in whole or in part, to any other person or entitle without prior written consent of County.

Contractor covenants that if there is a change or transfer in ownership of Contractor's business prior to the completion of this Agreement, the new owner(s) shall be required under the terms of sale or other transfer document to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County. Contractor further covenants that the terms of sale or other transfer document shall require notice be given to County of the change or transfer in ownership of Contractor's business within thirty (30) days of the effective date of the transfer. In the event of a sale or transfer of Contractor's business prior to the completion of this Agreement, County retains the right to terminate or cancel the contract as provided for herein, or to renegotiate the terms of the agreement, or to amend the existing Agreement.

Article 42. COMPLIANCE WITH APPLICABLE LAW

In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

To the extent applicable, all Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit Work not conforming to these codes.

The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, to defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Article shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

Article 43. COMPLIANCE WITH FAIR EMPLOYMENT PRACTICES LAWS

County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; 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 (2 California Code of Regulations sections 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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; the Federal Fair Labor Standards Act, as stated in 29 USC section 203, et. Seq., and as updated from time to time; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

Contractor shall permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, the State of California, the California Fair Employment and Housing Commission, or any other agency of the State of California designated by the state for purposes of investigation to ascertain compliance with this Article.

Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

The Contractor shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

County may determine a willful violation of this Article to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

For willful violation of this Article, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Contractor the difference between the price named in the Agreement and the actual cost thereof to County to cure Contractor's breach of this Agreement.

Article 44. COMPLIANCE WITH DISABILITY ACTS

Contractor shall comply with: (a) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

Article 45. EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

Article 46. NOTICE OF DISCOVERY OF HAZARDOUS WASTE OR UNUSUAL CONDITIONS

- A. Contractor shall promptly, and before the following conditions are disturbed, notify County in writing, in the event Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:

1. Material that Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
 2. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
 3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Agreement.
- B. County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for performance of any part of the Work, an adjustment, excluding loss of anticipated profits, will be made and this Agreement will be modified by a Change Order. County will notify Contractor of County's determination as to whether or not an adjustment of this Agreement is warranted.
- C. In the event a dispute arises between County and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and County.

Article 47. REQUIRED FEDERAL PROVISIONS

A. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

C. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agree to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

E. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

F. COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

G. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor in accordance with Exhibit 3, marked "Department of Labor Wage Determination," incorporated herein and made by reference a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an

apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

H. DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (49 CFR § 26.13;) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)–

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of from County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of County. Unless County's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

County may provide such written consent only if County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), County may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

I. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation

Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

J. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

K. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

L. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

M. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

N. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

Article 48. DEVIATION FROM PLANS AND SPECIFICATIONS

No deviation shall be made from the plans and/or the specifications, if any, without the prior written approve of the County.

Article 49. UNITY OF PLANS AND SPECIFICATIONS

The plans and specifications, if any, are one document, and any work shown or mentioned, in one and not in the other, or vice versa, shall be furnished or performed as though mentioned or shown in both.

Article 50. ADDITIONAL WORK

County reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to delete any items or portion of work, as may be deemed by the Contract Administrator or Project Manager to be necessary or advisable, and to require such additional work to be required for the proper completion of the whole Work contemplated.

Any such changes will be set forth in a written Contract Change Order (Change Order) which will specify the additional work, adjustment of performance time, if any, and basis for additional compensation, if any. Any Change Order shall not become effective until approved by the Chief Administrative Office, Airports Division Manager, or where required, by the Board of Supervisors.

Article 51. ACCESS TO THE WORK

County, and any state or local authorities having jurisdiction over the Project, shall at all times have access to the Work.

Article 52. NO THIRD-PARTY BENEFICIARIES

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

Article 53. RECYCLED BOND PAPER

Contractor agrees to use recycle-content paper to the maximum extent possible on this Agreement.

Article 54. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is TBD, Chief Administrative Office, Airports Division, or successor.

Article 55. 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 56. PARTIAL INVALIDITY

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

Article 57. WARRANTY AND GUARANTEES

Refer to Section 90-10 of Attachment A, Page 37.

Article 58. ENTIRE AGREEMENT

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

LIST OF EXHIBITS:

- **Exhibit 1 – Payment Application**
- **Exhibit 2 – Prompt Payment Certification**
- **Exhibit 3 – Department of Labor Wage Determination**

IN WITNESS WHEREOF, the said Chief Administrative Office, Airports Division 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

By: _____ Dated: _____
_____, Chair
Board of Supervisors
County of El Dorado

ATTEST:
Kim Dawson, Clerk
Of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

CONTRACTOR

By: _____ Dated: _____
President

By: _____ Dated: _____
Secretary

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 1

PAYMENT APPLICATION

The Sponsor requires that all Subcontractors performing work on DOT-assisted and non-DOT contracts be promptly paid for work performed pursuant to their agreements in accordance with all relevant federal, state, and local laws. Prompt payment and return of retainage requirements also apply to lower-tier Subcontractors.

The Prime Contractor agrees to promptly pay the below listed subcontractors in accordance with federal, state, and local laws.

Prime Contractor

Firm Name _____ Payment Application No. _____

Contact Name _____ Project No. _____

Email Address _____ Phone _____

Total Requested Payment Amount \$ _____

Subcontractors to be Paid from this Payment Application

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount to be Paid \$ _____

Type of Work Performed _____

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount to be Paid \$ _____

Type of Work Performed _____

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount to be Paid \$ _____

Type of Work Performed _____

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount to be Paid \$ _____

Type of Work Performed _____

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount to be Paid \$ _____

Type of Work Performed _____

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount to be Paid \$ _____

Type of Work Performed _____

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount to be Paid \$ _____

Type of Work Performed _____

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount to be Paid \$ _____

Type of Work Performed _____

Certification

By signing this document, the applicant for payment certifies to the best of their knowledge that the information presented above is true and accurate. All work attributable to this Payment Application has been performed in a satisfactory manner. All previous payments received by the applicant were properly disbursed if required. As a result of performance in accordance with the terms of the contract documents, payment is due to the applicant as describe above.

To be considered complete, this Payment Application (excluding the initial Payment Application) should be submitted with the Prompt Payment Certification documenting all subcontractor payments. Following final payments to subcontractors a final Prompt Payment Certification will be submitted to document project completion.

Signature _____ Date _____

Print Name _____ Title _____

Firm Name _____

Please copy page if you need to add more Subcontractors.

Exhibit 2

PROMPT PAYMENT CERTIFICATION

The Sponsor requires that all Subcontractors performing work on DOT-assisted and non-DOT contracts be promptly paid for work performed pursuant to their agreements in accordance with all relevant federal, state, and local laws. Prompt payment and return of retainage requirements also apply to lower-tier Subcontractors.

Prompt Payment Certification is required for all Pay Applications except the initial one.

A Final Prompt Payment Certification will be submitted following the Final Payment and Release of Retention.

The Prime Contractor will not be reimbursed for work performed by Subcontractors unless and until the Prime Contractor ensures that the Subcontractors are promptly paid for the work they have performed and provides proof of payment.

Prime Contractor

Firm Name _____ In Reference to Payment Application No. _____

Contact Name _____ Project No. _____

Email Address _____ Phone _____

Total Amount Paid in Referenced Pay Application \$ _____

Subcontractors Paid from the Reference Pay Application

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount Paid in Pay Application \$ _____ Total amount Paid to date \$ _____

Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount Paid in Pay Application \$ _____ Total amount Paid to date \$ _____

Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount Paid in Pay Application \$ _____ Total amount Paid to date \$ _____

Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount Paid in Pay Application \$ _____ Total amount Paid to date \$ _____

Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____
Email Address _____ Phone _____
Amount Paid in Pay Application \$ _____ Total amount Paid to date \$ _____
Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____
Email Address _____ Phone _____
Amount Paid in Pay Application \$ _____ Total amount Paid to date \$ _____
Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____
Email Address _____ Phone _____
Amount Paid in Pay Application \$ _____ Total amount Paid to date \$ _____
Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____
Email Address _____ Phone _____
Amount Paid in Pay Application \$ _____ Total amount Paid to date \$ _____
Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Certification

By signing this document, the Prime Contractor certifies to the best of their knowledge that the information presented above is true and accurate. All work attributed to the referenced Payment Application has been performed in a satisfactory manner. The Prime Contractor has paid each Subcontractor listed in this form for satisfactory performance of its contract. Payment has been issued in accordance with Article 25 and all relevant federal, state, and local laws.

The Prime Contractor further has return retainage payments due to each Subcontractor after the Subcontractor's work is satisfactorily completed in accordance with General Provision 90-06 and all relevant federal, state, and local laws. Any delay or postponement of payment may only occur for good cause following written approval of the Sponsor.

Proof of payment is attached to this certification for each listed Subcontractor firm.

Signature _____ Date _____
Print Name _____ Title _____
Firm Name _____

Please copy page if you need to add more Subcontractors.

Exhibit 3
Department of Labor Wage Determination

"General Decision Number: CA20260007 01/23/2026

Superseded General Decision Number: CA20250007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026
2	01/16/2026
3	01/23/2026

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 84.76	25.07
Area 2.....	\$ 64.56	25.07

ASBE0016-007 05/01/2025

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1.....	\$ 35.31	12.75
AREA 2.....	\$ 44.73	12.75

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 42.06	19.80

BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

	Rates	Fringes

BRICKLAYER

AREA 1.....	\$ 52.76	25.01
AREA 2.....	\$ 57.02	28.50

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 44.93	20.98
TERRAZZO WORKER/SETTER.....	\$ 60.58	29.79

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 35.00	17.44
Area 2.....	\$ 34.76	19.22
Area 3.....	\$ 37.75	19.28
Area 4.....	\$ 35.78	19.23
Tile Layer		
Area 1.....	\$ 55.55	21.08
Area 2.....	\$ 55.17	22.52
Area 3.....	\$ 59.92	22.62
Area 4.....	\$ 56.79	22.54

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

BRCA0003-014 08/01/2024

Rates	Fringes

MARBLE MASON.....\$ 61.72 30.31

CARP0034-001 07/01/2021

Rates Fringes

Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

Rates Fringes

Piledriver.....	\$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of and including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scraper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....		
	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

ELEC0180-001 06/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 69.26	3%+29.28
ELECTRICIAN.....	\$ 61.56	3%+29.28

ELEC0180-003 12/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.08	30.84
Technician.....	\$ 61.04	31.08

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,
Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work
when installed in raceways (including wire and cable

pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 03/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 40.00	25.50
Sound & Communications		
Technician.....	\$ 46.00	25.68

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)
Inventory Control Systems Digital Data Systems
Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2025

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes

ELECTRICIAN

Remaining area.....	\$ 52.70	38.68
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2025

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 48.50	23.04

ZONE RATE:

70-90 miles - \$10.00 per hour
91+ miles - \$15.00 per hour

ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 59.17	32.04

ELEC0551-005 12/01/2025

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.08	30.84
Technician.....	\$ 61.04	31.08

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2026

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.04	21.84

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

ELEC1245-004 01/01/2025

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76

(4) Powderman.....\$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 84.05	38.435+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 51.23	39.55
AREA 2:		
(1) Leverman.....	\$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/30/2025

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)

GROUP 1

AREA 1.....	\$ 55.85	28.56
AREA 2.....	\$ 57.85	28.56

GROUP 2

AREA 1.....	\$ 52.25	28.56
AREA 2.....	\$ 54.25	28.56

GROUP 3

AREA 1.....	\$ 47.64	28.56
AREA 2.....	\$ 49.64	28.56

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

- Area 1: All but the Northern portion along the border of
Sierra County
- Area 2: Remainder

PLACER COUNTY:

- Area 1: All but the Central portion
- Area 2: Remainder

PLUMAS COUNTY:

- Area 1: Western portion
- Area 2: Remainder

SHASTA COUNTY:

- Area 1: All but the Northeastern corner
- Area 2: Remainder

SIERRA COUNTY:

- Area 1: Western part
- Area 2: Remainder

SISKIYOU COUNTY:

- Area 1: Central part
- Area 2: Remainder

SONOMA COUNTY:

- Area 1: All but the Northwestern corner
- Area 2: Reaminder

TEHAMA COUNTY:

- Area 1: All but the Western border with mendocino & Trinity
Counties
- Area 2: Remainder

TRINITY COUNTY:

- Area 1: East Central part and the Northeaster border with
Shasta County
- Area 2: Remainder

TULARE COUNTY;

- Area 1: Remainder
- Area 2: Eastern part

TUOLUMNE COUNTY:

- Area 1: Remainder
- Area 2: Eastern Part

ENGI0003-038 06/30/2025

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 66.96	32.53
GROUP 2.....	\$ 65.43	32.53
GROUP 3.....	\$ 63.95	32.53
GROUP 4.....	\$ 62.57	32.53
GROUP 5.....	\$ 61.30	32.53
GROUP 6.....	\$ 59.98	32.53
GROUP 7.....	\$ 58.84	32.53
GROUP 8.....	\$ 57.70	32.53
GROUP 8-A.....	\$ 55.49	32.53
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 68.59	32.53
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 66.08	32.53
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 64.34	32.53
Hydraulic.....	\$ 60.61	32.53
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 61.30	32.53
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15

Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 68.81	32.53
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 67.04	32.53
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 65.56	32.53
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 63.54	32.53
GROUP 5		
Cranes.....	\$ 62.24	32.53
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 63.06	32.53
GROUP 1-A.....	\$ 65.53	32.53
GROUP 2.....	\$ 61.80	32.53
GROUP 3.....	\$ 60.47	32.53
GROUP 4.....	\$ 59.33	32.53
GROUP 5.....	\$ 58.19	32.53
UNDERGROUND:		
GROUP 1.....	\$ 62.96	32.53
GROUP 1-A.....	\$ 65.43	32.53
GROUP 2.....	\$ 61.70	32.53
GROUP 3.....	\$ 60.37	32.53
GROUP 4.....	\$ 59.23	32.53
GROUP 5.....	\$ 58.09	32.53

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);

Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners,

wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire

tender; Forklift (under 20 ft.); Generator;
Guniting/shotcrete equipment operator; Hydraulic monitor; Ken
seal machine (or similar); Mixermobile; Oiler; Pump
operator; Refrigeration plant; Reservoir-debris tug (self-
propelled floating); Ross Carrier (construction site);
Rotomist operator; Self-propelled tape machine; Shuttlecar;
Self-propelled power sweeper operator (includes vacuum
sweeper); Slusher operator; Surface heater; Switchperson;
Tar pot firetender; Tugger hoist, single drum; Vacuum
cooling plant; Welding machine (powered other than by
electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743
series or smaller, and similar (without attachments); Mini
excavator under 25 H.P. (backhoe-trencher); Tub grinder
wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over
100 tons; Derrick, over 100 tons; Derrick barge
pedestal-mounted, over 100 tons; Self-propelled boom-type
lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and
including 7 cu. yds.; Crane, over 45 tons up to and
including 100 tons; Derrick barge, 100 tons and under;
Self-propelled boom-type lifting device, over 45 tons;
Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu.
yd.; Cranes 45 tons and under; Self-propelled boom-type
lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck,
non-rotating over 15 tons; Truck-mounted rotating
telescopic boom type lifting device, Manitex or similar
(boom truck) over 15 tons; Truck-mounted rotating
telescopic boom type lifting device, Manitex or similar
(boom truck) - under 15 tons;

PILEDRIERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;
Clamshell over 7 cu. yds.; Self-propelled boom-type lifting
device over 100 tons; Truck crane or crawler, land or barge
mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete

pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0118-012 01/01/2025

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.75	34.45

IRON0118-013 01/01/2025

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA,
SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 50.70	35.15

LABO0067-003 07/01/2024		

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties.....	\$ 37.75	29.69
Remaining Counties.....	\$ 36.75	29.69

LABO0067-005 01/01/2024		

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA,
PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA
CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 37.26	27.32
Area B.....	\$ 36.26	27.32
Traffic Control Person I		
Area A.....	\$ 37.56	27.32
Area B.....	\$ 36.56	27.32
Traffic Control Person II		
Area A.....	\$ 35.06	27.32

Area B.....\$ 34.06 27.32

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 36.29 25.55

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster;

Vibrascreed, bull float in connection with laborers' work;
Vibrator; Hazardous waste worker (lead removal); Asbestos
and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller;
Wagon driller; Mechanical drillers, all types regardless of
type or method of power; Mechanical pipe layers, all types
regardless of type or method of power; Blaster and powder;
All work of loading, placing and blasting of all powder and
explosives of whatever type regardless of method used for
such loading and placing; High scalers (including drilling
of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above
Group 1 wage rates. ""Sewer cleaner"" means any worker who
handles or comes in contact with raw sewage in small
diameter sewers. Those who work inside recently active,
large diameter sewers, and all recently active sewer
manholes shall receive \$5.00 per day above Group 1 wage
rates.

GROUP 1-c: Burning and welding in connection with laborers'
work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All
employees performing work covered herein shall receive \$
.25 per hour above their regular rate for all work
performed on underground structures not specifically
covered herein. This paragraph shall not be construed to
apply to work below ground level in open cut. It shall
apply to cut and cover work of subway construction after
the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts
thereof, and work on and in deep footings. (A deep footing
is a hole 15 feet or more in depth.) In the event the
depth of the footing is unknown at the commencement of
excavation, and the final depth exceeds 15 feet, the deep
footing wage rate would apply to all employees for each and
every day worked on or in the excavation of the footing
from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting
or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry
cement or gypsum; Choke-setter and rigger (clearing work);
Concrete bucket dumper and chute; Concrete chipping and
grinding; Concrete laborer (wet or dry); Driller tender,
chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 37.54	25.55

LABO0261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.84	26.24

LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....\$ 35.25 27.30

(2) Establishment Warranty

Period.....\$ 28.94 27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-004 01/01/2025

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 53.38	28.04

PREMIUMS:
EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.
INDUSTRIAL PAINTING - \$0.25 additional per hour
[Work on industrial buildings used for the manufacture and
processing of goods for sale or service; steel construction
(bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - \$2.00 per hour additional
100 to 180 feet - \$4.00 per hour additional
Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada
Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey
Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada
Mountains), PLACER (west of the Sierra Nevada Mountains),
PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada
Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 59.63	31.29

PAIN0016-007 01/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra
Nevada Mountains), GLENN, LASSEN (west of Highway 395,
excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada
Mountains), PLACER (west of the Sierra Nevada Mountains),
PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada
Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA
COUNTIES

	Rates	Fringes
Painters:.....	\$ 43.45	22.80

SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level \$2.00
additional per hour. 100 to 180 ft above ground or water
level \$4.00 additional per hour. Over 180 ft above ground
or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 59.00	33.03

PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 56.22	34.00

* PAIN0567-001 07/01/2025

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 39.43	16.16
Paperhanger.....	\$ 42.19	16.16
Spray Painter.....	\$ 41.43	16.16

PREMIUMS:
Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN

COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.27	16.47

PAIN0567-010 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 42.79	16.12
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 44.29	16.12

PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

PLUM0038-002 07/01/2025

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 91.00	49.40

PLUM0038-006 07/01/2025

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 77.35	36.53

PLUM0228-001 01/01/2026

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.75	41.39

PLUM0343-001 07/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 71.60	38.38

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 52.14	18.71

PLUM0355-001 07/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 36.01	18.50

PLUM0442-003 01/01/2026

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 58.45	38.74

PLUM0447-001 07/01/2025

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 67.37	30.00
Light Commercial Work.....	\$ 55.58	24.02

ROOF0081-006 08/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 54.94	23.34

ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 46.73	21.36

SFCA0483-003 01/01/2026

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 81.54	41.35

SFCA0669-003 01/01/2026

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 52.06	29.86

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

SHEE0104-010 07/01/2020

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

TEAM0094-001 07/01/2025

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 43.26	34.28
GROUP 2.....	\$ 43.56	34.28
GROUP 3.....	\$ 43.86	34.28
GROUP 4.....	\$ 44.21	34.28
GROUP 5.....	\$ 44.56	34.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall

apply); Concrete pump machine; Fork lift and lift jitneys;
Fuel and/or grease truck driver or fuel person; Snow buggy;
Steam cleaning; Bus or personhaul driver; Escort or pilot
car driver; Pickup truck; Teamster oiler/greaser and/or
serviceperson; Hook tender (including loading and
unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit
mixers, through 10 yds.; Water trucks, under 7,000 gals.;
Jetting trucks, under 7,000 gals.; Single-unit flat rack
(3-axle unit); Highbed heavy duty transport; Scissor truck;
Rubber-tired muck car (not self-loaded); Rubber-tired truck
jumbo; Winch truck and "A" frame drivers; Combination winch
truck with hoist; Road oil truck or bootperson;
Buggymobile; Ross, Hyster and similar straddle carriers;
Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit
mixers, over 10 yds.; Water trucks, 7,000 gals. and over;
Jetting trucks, 7,000 gals. and over; Vacuum trucks under
7500 gals. Trucks towing tilt bed or flat bed pull
trailers; Lowbed heavy duty transport; Heavy duty transport
tiller person; Self-propelled street sweeper with
self-contained refuse bin; Boom truck - hydro-lift or
Swedish type extension or retracting crane; P.B. or similar
type self-loading truck; Tire repairperson; Combination
bootperson and road oiler; Dry distribution truck (A
bootperson when employed on such equipment, shall receive
the rate specified for the classification of road oil
trucks or bootperson); Ammonia nitrate distributor, driver
and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water
pulls - DW 10's, 20's, 21's and other similar equipment
when pulling Aqua/pak or water tank trailers; Helicopter
pilots (when transporting men and materials); Lowbedk Heavy
Duty Transport up to including 7 axles; DW10's, 20's, 21's
and other similar Cat type, Terra Cobra, LeTourneau Pulls,
Tournorocker, Euclid and similar type equipment when
pulling fuel and/or grease tank trailers or other
miscellaneous trailers; Vacuum Trucks 7500 gals and over
and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low
bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION"

COUNTY OF EL DORADO

PAYMENT BOND

(Section 9550, Civil Code)

Bond No. _____

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

_____ hereafter referred to as "Principal", a contract for the work described as follows:

**INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT
BID #2025-0156**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of _____ Dollars,
(\$ _____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or Claims relating to this bond should be sent
to the Surety at the following address:

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF EL DORADO

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____
the Contractor in the Contract hereto annexed, as Principal, and _____
as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum
of _____ DOLLARS,
(\$ _____) 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.

Signed, sealed and dated: _____

The condition of the above obligation is such 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 Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **BID #2025-0156 for the INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, 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 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.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: _____, 20____.

Correspondence or Claims relating to this bond should be sent
to the Surety at the following address:

_____	_____
_____	PRINCIPAL
_____	_____
_____	SURETY
_____	ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

2026 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee InformationName _____ ☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room) _____

City (If you have a foreign address, see instructions.) _____

State _____ ZIP code _____

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ► _____ Date _____



County of El Dorado

OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE
PLACERVILLE, CALIFORNIA 95667
Phone: (530) 621-5487 FAX: (530) 295-2535

JOE HARN, CPA
Auditor-Controller

BOB TOSCANO
Assistant Auditor-Controller

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when receiving payment from the County of El Dorado) Version: April 2014

PAYEE DATA RECORD	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of the fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD).									
	Name (as shown on your income tax return)									
	Business name/Doing business as/Disregarded entity name, if different from above									
	Physical address (number, street, and apt. or suite)					Remittance address (if different than physical)				
	City, state, zip code					City, state, zip code				
NAME AND ADDRESS	Phone number			Fax number (optional)			Email (optional)			
	Check appropriate federal tax classification									
	☐ Individual / sole proprietor ☐ Partnership ☐ Trust / estate ☐ Other (see instructions) ▶ _____									
	☐ C Corporation ☐ S Corporation If you are a corporation, do you provide legal or medical services? ☐ Yes ☐ No									
	☐ Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) _____									
FEDERAL TAX CLASSIFICATION & EXEMPTIONS	NOTE: IF YOU ARE A SINGLE MEMBER LLC (DISREGARDED ENTITY), ENTER THE TAX CLASSIFICATION OF THE OWNER IDENTIFIED ON THE NAME LINE.									
	Exempt payee code (if any) – see instructions _____					Exemption from FATCA reporting code (if any) – see instructions _____				
TAX IDENTIFICATION NUMBER	Tax identification number (TIN)									
	Enter your TIN in the appropriate box. If you are an individual or sole proprietor, you must enter your SSN. You may choose to provide your EIN in addition to, but not instead of, the SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.									
	Social Security Number ____ - ____ - ____ Employer Identification Number ____ - ____ - ____									
RESIDENCY STATUS	Check appropriate box for residency status									
	☐ California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590)									
	☐ California nonresident (see instructions)									
	NOTE: Payments to California nonresidents for services performed in California and for certain rents derived from properties located in California that exceed \$1,500 in a calendar year will be subject to 7% nonresident withholding unless you have obtained a waiver or have been approved for reduced withholding by the Franchise Tax Board. There is no withholding on payments for product and for services performed outside of California.									
	☐ Obtained Franchise Tax Board waiver of State withholding (attach a copy if applicable) ☐ Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)									
CERTIFICATION	California sales tax permit number (required only for California nonresident vendors that charge California sales tax)									
	Under penalties of perjury, I certify that: 1) the TIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and 2) I am not subject to backup withholding and 3) I am a U.S. citizen or other U.S. person and 4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.									
	Authorized Payee Representative's Name (Type or Print)						Title			
	Signature				Date			Telephone		
RETURN FORM TO	Should my residency status or any other information provided above change, I will promptly notify County of El Dorado at the address listed above.									
	Please return completed form to:									
	Department/office:									
	Mailing address:									
	Phone:		Fax:		Email:		26-0394 C 140 of 336			

COUNTY OF EL DORADO, PAYEE DATA RECORD (REVERSE)

PAYEE DATA RECORD	A completed Payee Data Record is required for payments to all entities and will be kept on file at the County of El Dorado Auditor-Controller's Office. Payees who do not wish to complete the Payee Data Record may elect to not do business with the County of El Dorado. If the payee does not complete the form and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding, California backup withholding and California nonresident withholding.
FEDERAL TAX CLASSIFICATION	Check the applicable federal tax classification. Note that if an LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line. Individual: Enter the name shown on your income tax return. If the account is in joint names, list first, and then circle, the name of the person or entity whose SSN you entered on the form. Sole proprietor: Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line. Partnership, C Corporation, or S Corporation: Enter the entity's name on the "Name" line and any business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line. Disregarded entity: Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, partnership, C corporation, S corporation, trust/estate). Limited liability company (LLC): If the person identified on the "Name" line is an LLC, check the "Limited Liability Company" box only and enter the appropriate code for the U.S. federal tax classification. Other entities: Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade or DBA name on the "Business name/Doing business as/Disregarded entity name" line.
EXEMPTIONS	Exemptions: If you are exempt from backup withholding and/or FATCA reporting, enter in the exemptions box any code(s) that may apply to you. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions. The following codes identify payees that are exempt from backup withholding: 1 – an organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2); 2 – The United States or any of its agencies or instrumentalities; 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities; 5 – A corporation; 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States; 7 – A futures commission merchant registered with the Commodity Futures Trading Commission; 8 – A real estate investment fund; 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940; 10 – A common trust fund operated by a bank under section 584(a); 11 – A financial institution; 12 – A middleman known in the investment community as a nominee or custodian; 13 – A trust exempt from tax under section 664 or described in section 4947. Exemption from FATCA reporting. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); B—The United States or any of its agencies or instrumentalities; C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
TAX IDENTIFICATION NUMBER	Enter your tax identification number (TIN) in the appropriate box. If you are a single member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN. The TIN for individuals and sole proprietors is the Social Security Number (SSN). Sole proprietors may provide their EIN in addition to but not instead of a SSN. The County of El Dorado requires that all parties entering into business transactions that may lead to payment(s) from the County provide their Taxpayer Identification Number (TIN). The TIN is also required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).
RESIDENCY STATUS	Are you a California resident or nonresident? A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving certain rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year or if payment is for product. Nonresidents who have been granted a waiver on payments of California source income from the California Franchise Tax Board must submit a copy of the waiver. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov California nonresidents charging California sales tax are required to provide their California sales tax number.
CERTIFICATION	Provide the name, title, signature, and telephone number of the authorized individual completing this form. Provide the date the form was completed. NOTE: You must cross out item 2 in the certification block if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

CERTIFICATE OF INSURANCE FORM FOR CONTRACTORS, ARCHITECTS AND/OR ENGINEERS

CERTIFICATE ISSUER PHONE ()		DATE EXECUTED: THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE		
INSURED PHONE ()		COMPANY A LETTER	COMPANY RATING	
		COMPANY B LETTER	COMPANY RATING	
PROJECT DESCRIPTION		COMPANY C LETTER	COMPANY RATING	
PROJECT TITLE: PROJECT NUMBER: LOCATION:		COMPANY D LETTER COMPANY E LETTER	COMPANY RATING COMPANY RATING	

THIS IS TO CERTIFY that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusion and conditions of such policies.

CL	Type of Insurance Coverage	Policy Number	Policy Effective Date	Policy Expiration Date	Limits of Liability (in Thousands)
	GENERAL LIABILITY [] Commercial General Liability [] Occurrence [] Claims Made [] Owner's & Contractor's Protective [] General Aggregate * [] Per Project [] Per Location				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSES (ANY ONE PERSON) \$ DEDUCTIBLE \$
	ARCHITECT'S AND/OR ENGINEER'S PROFESSIONAL LIABILITY [] Claims Made [] Project				GENERAL AGGREGATE \$ EACH CLAIM \$ DEDUCTIBLE \$
	AUTOMOBILE LIABILITY [] Any Auto [] All Owned Autos [] Scheduled Autos [] Hired Autos [] Non-Owned Autos [] Garage Liability				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$ DEDUCTIBLE \$
	EXCESS LIABILITY [] Umbrella Form [] Other Than Umbrella Form				EACH OCCURRENCE \$ AGGREGATE \$
	[] WORKER'S COMPENSATION				-----STATUTORY-----
	EMPLOYER'S LIABILITY				(EACH ACCIDENT) \$ (DISEASE - POLICY LIMIT) \$ (DISEASE - EACH EMPLOYEE) \$
	OTHER [] Installation Floater [] Builder's Risk []				\$ \$ \$

* The General Aggregate limit, under Limits of Insurance, applies separately to each of the projects away from premises owned by or rented by you.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/ADDITIONAL INSURED: The County of El Dorado its officers, officials, employees and volunteers are made additional insured, but only insofar as the operations under this contract are concerned. OTHER ADDITIONAL ISSURED:

CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR TERMINATED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL GIVE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION.
	AUTHORIZED REPRESENTATIVE SIGNATURE, TITLE, TYPED NAME, SSN AND PHONE NUMBER:

INSTALL NEW AWOS ON EXISTING TOWER AT THE PLACERVILLE AIRPORT

BID #2025-0156

CONDITIONS OF THE CONTRACT

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

- 1.1.1 **County:** The County of El Dorado, a political subdivision of the State of California.
- 1.1.2 **Owner:** The County of El Dorado is the Owner and is identified as the Owner in the Contract and these Contract Conditions. The term Owner, and pronouns in place of the same shall mean the County of El Dorado acting by and through its duly authorized representative.
- 1.1.3 **Owner's Representative:** The Chief Administrative Office, Airports Division, Department Head, or designated representative.
- 1.1.4 **Architect (also referred to as Engineer):** The person holding a valid California State Architect's license, whose firm has been designated within the Contract Documents as the Architect to provide services on the Project. When the Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to the County and shall be interpreted as Owner's Representative.
- 1.1.5 **Project Manager:** Project Manager or such other designated representative of the Owner. The Project Manager has such duties and authority as may be set forth in the Contract Documents.
- 1.1.6 **Contractor:** The person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term Contractor refers to the Contractor or the Contractor's authorized representative.
- 1.1.7 **Inspector:** The individual designated by the Owner as the Inspector as set forth in Paragraph 2.1.2.
- 1.1.8 **Subcontractor:** Those contractors, of whatever tier, furnishing labor or material, or both, for the Work under the Contract with the Contractor.
- 1.1.9 **Substantial Completion:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- 1.1.10 **Final Acceptance:** Conditions upon which the County will accept Work as satisfactorily completed in accordance with the Contract Documents. Requirements include, but are not limited to:
1. All Systems having been tested and accepted as having met requirements of the Contract Documents.
 2. One (1) PDF format and one (1) hard copy of all as-builts, manufacturer's product data and maintenance manuals having been submitted by the Contractor and reviewed and accepted by the Owner.
 3. All punch list work, as directed by the Owner, having been completed by the Contractor.
 4. Acceptance of the Work by the Owner.
- 1.1.11 **Final Payment:** The Final Payment shall be the only Payment made to Contractor and shall not be considered to be the payment of any or all of the retention.

- 1.1.12 **Architect's Supplemental Instructions/Instruction Bulletins:** A written order of the Architect and reviewed by the Owner's Representative directing the Contractor to provide supplemental instructions, interpretations, or conduct minor changes in work involving neither extra cost nor extra time and being consistent with the scope and functioning of the project, if applicable.
- 1.1.13 **Change Order:** A Change Order signed by the Owner and Contractor stating their agreement upon all of the following: 1) a change in the Work, 2) the amount of the adjustment in the Contract Price, if any, and 3) the extent of the adjustment in the contract term, if any.
- 1.1.14 **Contract Documents:** The Contract Documents shall include the documents described in Article 2 of the Contract, including Architect's Supplemental Instructions, and Change Orders.
- 1.1.15 **Work:** The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
- 1.1.16 **Project:** The total construction of the Work performed under the Contract Documents.
- 1.1.17 **Plans:** The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams, specifically the plans and specifications for this Project.
- 1.1.18 **Claim:** A demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims must be made by written notice and shall include a demand for the Owner's decision. The responsibility to substantiate claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.
- 1.1.19 **Work Not Included:** Except for such auxiliary work as shown or specified, or is necessary as part of the construction, the following is NOT included in this contract: Any work shown but marked "Not in Contract" (NIC) or otherwise designated to be done under another contract or by Owner.
- 1.1.20 **Furnish (material):** To supply and deliver to the project ready for installation and in operating condition.
- 1.1.21 **Install (Service or Labor):** To place in final position, complete, anchored, connected, and in operable condition with respect to required codes and/or governing agency requirements.
- 1.1.22 **Provide:** To furnish and install complete. When "Furnish", "Install", or "Provide" is stated, "Provide" is implied.
- 1.1.23 **Construct:** To "Furnish" materials to "Install" in final position, complete, anchored, and connected with respect to required codes, requirements, Contract Documents, and details.
- 1.1.24 **Day(s):** All references to "day" or "days" in these Contract Documents shall be defined as calendar-day or calendar-days. Days shall mean calendar days unless otherwise specified.
- 1.1.25 **Normal Working Hours:** Includes the hours from 6:00 a.m. to 6:00 p.m., Pacific Time, Monday through Friday, except for County-recognized holidays.
- 1.1.26 **Contract:** The Agreement for Construction Services between Contractor and Owner.

1.2 CONTRACT DOCUMENTS

- 1.2.1 **One Document:** The Contract Documents are one document and any work shown or mentioned shall be performed or furnished. The Contractor admits and agrees that the Contract Documents exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and Contractor further agrees to furnish all labor or

material for any detail that is necessary to carry out the intent and purpose of the Specifications without extra charge.

- 1.2.2 **Misuse of Words or Punctuation:** The misplacement, addition, or omission of any word, letter, or punctuation mark will not in any way change the intent or meaning of the Contract Documents. Any part of the Work, or any article pertaining thereto which is not specifically set forth in these Contract Documents, but which is necessary for the proper completion of the Work, is to be supplied and set in place at the Contractor's expense, the same as if it had been mentioned in these Contract Documents. The Contractor shall furnish all things necessary to make a good and workmanlike job in accordance with the intent and purpose of the Contract Documents.

1.3 ASSIGNMENT OF CONTRACT

- 1.3.1 **Mutual Consent:** Neither party to the Contract shall assign the Contract without the written consent of the other party, nor shall the Contractor assign any moneys due or to become due to him hereunder without the written consent of the Owner.

- 1.3.2 **Assignment Under Anti-Trust Claims:** In accordance with Government Code section 4552 and Public Contract Code section, Contractor and subcontractors shall conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractors offers and agrees to assign to the Owner 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 Section 15) or under the Cartwright Act, (Business and Professions Code section 16700, et seq.), 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 Owner tenders Final Payment to the Contractor, without further acknowledgment by the parties.
2. 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.

1.4 WAIVER OF "COMMON PRACTICE"

- 1.4.1 The Contractor shall waive "common practice" and "common usage" as construction criteria wherever the Contract Documents details, plans, technical specifications, governing codes, or ordinances require greater quantity or better quality than common practice or common usage would require.

1.5 EXCESSIVE COSTS

- 1.5.1 **Failure to Comply with Contract:** If Contractor fails to comply with any Contract requirements, including any required coordination with other contractors, and that failure results in additional costs to Owner, then Contractor shall be liable for such additional costs.
- 1.5.2 **Construction Methods:** If Contractor's construction methods and techniques result in additional costs to Owner, after notice, such Contractor shall be responsible for cost attributable to his methods and techniques.

ARTICLE 2 OWNER

2.1 OWNER'S REPRESENTATIVE

- 2.1.1 Owner Representative: The Owner will be represented by the Owner's Representative who shall oversee the performance of the Contract on behalf of the Owner.
- 2.1.2 Owner May Appoint Inspector: Owner shall be entitled to appoint an agent as Inspector who shall see that the performance of the Work is in strict accordance with the Contract Documents on behalf of the Owner.
- 2.1.3 Communication: In order that the Owner may act upon expert advice and upon good procedure, all communications from the Contractor shall be in writing and will be through said Owner's Representative or Inspector, as the Owner may direct, and all communications and instructions from the Owner to the Contractor will be so routed. The Owner reserves the right to alter this procedure without the consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the Owner.

2.2 RIGHTS OF OWNER

- 2.2.1 Right to Clean Up: Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the Owner may, but need not, clean up and allocate the cost among those responsible as the Inspector determines to be just.
- 2.2.2 Right to Accept Imperfect Work: If any part or portion of the Work completed under this Contract is defective and not in accordance with the Plans or Contract Documents, and if the imperfection is judged by Owner to be not of sufficient magnitude or importance so as to make the Work unacceptable, then Owner shall have the right and authority to retain such Work but will make such deductions in Contract Price as may be equitable and reasonable. However, Owner does not by this section; waive any other rights provided for herein.
- 2.2.3 Right to do Adjacent Work: The Owner reserves the right to perform construction or operations on the site of the Work. In doing this Owner may use its own forces or award separate contracts in connection with other construction or operations on the site but not covered by the Contract Documents. Contractor shall defend, indemnify, and hold Owner harmless for costs incurred by Owner that are payable to a separate contractor because of delays, improperly timed activities, or defective construction by the Contractor, unless such costs are incurred due to the sole or active negligence of Owner.
- 2.2.4 Right to Finish Contractor's Work: If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the Owner has the right, exercisable solely at Owner's discretion, to commence and continue completion of the Work with diligence and promptness. In such an event, if the Owner's cost to complete to Work exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse the Owner for such excess costs.
- 2.2.5 Right of Partial Use of Project: The Owner may occupy or use any completed or partially completed portion of the Work at any stage, upon agreement of Owner and Contractor.
1. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.
 2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

3. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
4. Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.
5. No claim for acceleration, delay, or hindrance, may be made by Contractor on his own behalf or that of any of his subcontractors, for any delays, accelerations, or hindrances that may arise out of Owner's partial occupancy of the Project.

2.2.6 Right to Audit: Contractor shall maintain an acceptable cost accounting system. Contractor shall maintain and make available to the County, State Auditor, the Federal Aviation Administration, the Comptroller General of the United States, or to any of their duly authorized representatives all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the Work or under terms of this Contract. Contractor shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with these Contract Conditions and federal and state requirements. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Contract shall also extend to any first-tier subcontractors employed under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract and shall require its subcontractors to agree to cooperate with the above-listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

All of Contractor's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the work or under terms of this Contract shall be retained for access, inspection and/or audit by the County, the State Auditor, the Federal Aviation Administration, the Comptroller General of the United States, or their duly authorized representatives for at least three (3) years after County's final payment to Contractor and, the final resolution of any claims under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract.

2.3 RESPONSIBILITIES OF OWNER

2.3.1 Removal, Relocation, or Protection of Underground Infrastructure: If the Contractor while performing the contract discovers utility facilities not identified by the Owner in the contract plans or specifications, Contractor shall immediately notify the Owner in writing. Owner shall have the sole discretion to perform the repairs or relocation work itself, or to permit the Contractor to do such repairs or relocation work at a reasonable price. In the event that the Owner authorizes the Contractor to perform the work, the parties shall proceed with a written Change Order as set forth in Article 5 herein. Compensation to the Contractor for said costs shall be in accordance with Government Code section 4215.

Nothing herein shall be construed to require the Owner to locate the presence of any existing services not expressly included in Government Code section 4215, nor to limit the Owner's rights or remedies set forth therein.

In accordance with the provisions of Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the Owner or owner of the utility to provide for the removal or relocation of such utility facilities.

ARTICLE 3

CONTRACTOR'S RESPONSIBILITIES

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

- 3.1.1 Reporting Errors in Contract Documents: The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Inspector errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume responsibility for such performance and shall bear all costs for correction.
- 3.1.2 Reporting Errors in Field Conditions: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.
- 3.1.3 No Implied Warranty: No warranty is to be implied nor shall any warranty arise by operation of law, or by interpretation of this Contract, that the Plans and Contract Documents are adequate and sufficient to construct the Project.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.2.1 Supervision of Work: The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
- 3.2.2 Acts of Employees and Agents: The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- 3.2.3 Acts Do Not Waive Contractor's Obligation: The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the Owner's Representative or the Inspector in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.3 PROSECUTION OF WORK

- 3.3.1 Time of the Essence: It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The time for substantial completion of this contract shall be **forty-five (45) working days**, commencing from the date shown on the Contractor Notice to Proceed. No work shall begin prior to the issuance of a Contractor Notice to Proceed. Included in the forty-five (45) working days, the contractor shall have fifteen (15) on-site working days to complete the work.

Upon receipt of the NTP, Contractor shall promptly order materials, equipment, and supplies required for the Work in accordance with (i) the Contract Documents and (ii) an any approved procurement schedule. Contractor shall not order materials requiring Submittal review until the relevant Submittals are approved, unless County authorizes early procurement in writing. Any early procurement prior to approval is at Contractor's sole risk and expense. Contractor shall provide written notice to Owner when long-lead materials are received (with delivery documentation). Immediately upon delivery, Contractor shall inspect and verify materials for conformance with the Contract Documents and approved Submittals and shall promptly notify County of any discrepancies. Nonconforming materials shall be segregated, clearly identified, and handled per the Contract Documents at no additional cost to County. If materials are stored

offsite, storage must comply with industry standards and County requirements (security, weather protection, inventory control, and access for inspection).

After issuance of the materials order, the Contract Time shall be suspended in writing by Owner until the Contractor receives all designated long-lead materials listed in the approved procurement schedule. This suspension is non-compensable. Liquidated damages do not accrue during this suspension. During the suspension, Contractor shall: (a) diligently prosecute procurement; (b) furnish copies of purchase orders, acknowledgments, shipping confirmations, and delivery tickets; (c) update Owner weekly on lead times, factory status, and logistics; and (d) promptly propose substitutions if any item becomes unavailable or experiences extraordinary delay. Contract Time shall resume on the date specified by Owner in writing following Contractor's written notice to Owner that all long-lead materials have been received and verified for accuracy and conformance with the Contract Documents. Upon resumption, the remaining Contract Time, including the fifteen (15) on-site working days, shall be used to complete the Work.

3.3.2 Owner and Contractor recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified, plus any extensions thereof. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that Contractor shall pay Owner the sum of **Three Thousand Dollars (\$3,000) per day**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the entire Work in excess of the contract term prescribed herein.

3.3.3 Work During Operational Hours: The Facility will be operational during the Work. The Contractor shall not interfere or hinder government center operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.

3.3.4 Construction Schedule: The Contractor shall coordinate the final critical path method (CPM) construction schedule, if applicable, with the Owner. The CPM schedule is required to be submitted within five (5) calendar days of issuance of Notice to Proceed. The CPM schedule will be for Owner's information only. Silence or inaction with regard to Contractor's schedule shall not be construed as acquiescence or acceptance of the schedule as being binding on Owner. Contractor's schedule shall provide for the completion date not to exceed nor shall it provide for the completion date earlier than the time limits for completion set forth in the Contract Documents. Float, whether for the entire Project or for specific tasks therein, shall be deemed to be for the benefit of the Owner. The Contractor shall keep the construction schedule current, and shall submit weekly updates to the Owner's Representative and Inspector, if any. The Contractor shall further prepare and keep current a schedule of submittals which is coordinated with the construction schedule, and which allows the Owner reasonable time to review the submittals.

3.4 SUBMITTALS

3.4.1 Use of Listed Manufacturers; Review of "Or Equals": Contractor shall utilize only the manufacturer designated in its Proposal for major equipment items listed therein. In accordance with the provisions of Public Contract Code section 3400, but subject to subsection (b) thereof, if requesting approval of an "or equal" product, Contractor shall within two (2) business days following the bid opening submit data substantiating its request. Failure to submit such substantiating data within two (2) business days following the bid opening shall constitute submission of a non-responsive bid.

3.5 STATE AND FEDERAL LABOR REQUIREMENTS

3.5.1 Hours of Work:

1. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than eight (8) hours in any one (1) calendar day and/or more than forty (40) hours in any one (1) calendar week except

as provided in Labor Code section 1815, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as penalty to the said Owner, \$25.00 for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than eight (8) hours in any one (1) calendar day or more than forty (40) hours in any one (1) calendar week in violation of the provisions of said Labor Code.

2. In accordance with the provisions of Labor Code section 1776, the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the Work contemplated by the Agreement, which record shall be open at all reasonable hours to the inspection of the Owner or its officers or agents, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

3.5.2 Apprentice Employment:

1. Pursuant to the provisions of Labor Code section 1777.5, the Contractor or subcontractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code section 1777.5 and are available from the applicable Joint Apprenticeship Committee.
2. The Contractor shall make contributions to funds established for the administration of the apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
3. The Contractor and any subcontractor under him shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3.5.3 Wage Rates:

1. Pursuant to Labor Code section 1770 et seq., each laborer or mechanic of Contractor or any subcontractor engaged in work on the Project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics.
2. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.
3. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate contained in this Contract.
4. Pursuant to Labor Code section 1775, the Contractor as a penalty to the Owner shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
5. An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 - 1775.

6. All Contractors and subcontractors are subject to the provisions of Labor Code sections 1810-1814 which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor or subcontractor shall forfeit, as a penalty, \$25.00 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.
7. Labor Code section 1815 requires that notwithstanding the provisions of sections 1810-1814, employees of Contractors who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than 1-1/2 times the basic rate of pay.
8. In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Contractor's attention is directed to the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).
9. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors shall pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.
10. Interested parties can obtain the current wage information by submitting 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.
11. The prevailing wage rates that are in effect at the time of the bid closing will be attached to the resulting contract for the Contractor's records. Copies of the applicable state prevailing wage rates are on file with the County of El Dorado, Chief Administrative Office, Airports Division, 330 Fair Lane, Placerville, California 95667, and they are available to any interested party on request.

3.5.4 Certified Payroll: As required under the provisions of Labor Code section 1776 Contractor and subcontractors shall keep accurate payroll records:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by him or her in connection with the Project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:
 - a. Make available or furnish to the employee or his or her authorized representative on request.
 - b. Make available for inspection or furnished upon request to a representative of the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Owner, the Division of Labor Standards

Enforcement, or the Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

3.5.5 Discrimination In Employment: No discrimination shall occur in the employment of persons upon the Work because of race, color, sex, national origin, or ancestry or religion of such persons.

3.5.6 Convict-Made Materials: Except as may be provided by law, the Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the construction under this Contract.

3.6 TAXES

3.6.1 Contractor Pays Taxes: The Contractor and subcontractors shall pay all local, state, and federal taxes upon labor or materials involved in their branch of the Work, cost of same to be included in the Contract price.

3.7 COMPLIANCE WITH LAW AND LOCAL REQUIREMENTS

3.7.1 Regulations: The Contractor and all subcontractors shall conform to and abide by all city, county, and state laws, ordinances, rules, and regulations, as the same pertain to the Work contemplated by said Plans and Contract Documents.

3.7.2 Permits, Licenses, and Fees: The County shall procure and pay for all permits and inspection fees that may be required to commence, carry on, and complete the Contract. Contractor shall be responsible for all applicable license fees.

3.7.3 Patent Rights, Copyrights, Trade Names, and Royalties: The Contractor shall indemnify and save harmless the Owner and all persons acting under him for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the Contract Documents. The Contractor shall pay all royalties, or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment, and shall hold the Owner harmless from any charges whatsoever which may arise, and shall furnish written assurance, satisfactory to the Owner, that such charges have been paid.

3.8 INDEMNIFICATION

3.8.1 Owner Not Liable for Damages: The Owner or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to said Work, or part thereof, or in or about the same during its construction and before acceptance and the said Contractor shall assume all liabilities of every kind or nature arising from said Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the Owner and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever, other than for the active negligence of the Owner, its officers, agents and employees.

3.8.2 Owner Not Liable for Debts: Indebtedness incurred for any cause in connection with this Work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than the Contract price.

3.8.3 Indemnity: To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the 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 Civil Code 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.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

3.8.4 Environmental Indemnification: To the fullest extent allowed by law, from and after recording of the Notice of Acceptance, Contractor shall indemnify, defend, and save harmless Owner from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of Environmental and Toxics Warranty, representations, or covenants of Contractor under this Contract. Contractor further agrees to indemnify and hold harmless Owner, its officers, employees, and agents, from and against any and all liability as follows:

1. Including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials in any location by Contractor, and
2. Including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following filing of the Notice of Acceptance to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Project prior to filing of the Notice of Acceptance. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of the Notice of Acceptance of the Project.
3. This agreement as to indemnity and reimbursement as above set forth to be undertaken by the Contractor shall survive the performance of the remainder of said Contract and shall remain in full force and effect notwithstanding such performance.
4. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the active negligence of the Owner or the Owner's agents, servants or independent contractors.

3.9 WORK REQUIREMENTS

3.9.1 3.9.1 Conduct of Work: The Contractor shall confine the storage of his equipment and materials to limits as designated. He shall at all times exercise due caution and provide all necessary barricades and other safety equipment around the Work to protect the general public from injury to person and property during the entire time of performance of the Work. The Contractor shall not create excessive dust or noise.

3.9.2 Maintenance of Site: Strict prohibition against committing nuisances in or about the Work shall be maintained, and the Contractor shall not in any way obstruct or interfere with movements of traffic on any public right of way without first obtaining the necessary approval of the proper public agency.

3.9.3 Clean Up of Site: The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.9.4 Cutting and Patching:

1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.10 SUBCONTRACTORS

3.10.2 Contractor Responsible for Subcontractor's Acts: Contractor shall be fully responsible to Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

3.10.3 Contractor's Subcontract: Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provisions of the Contract Documents. The percentage of retention withheld from any subcontractor by the Contractor shall not exceed the percentage of retention withheld from the Contractor as provided herein.

3.10.4 Ineligible Subcontractor: Contractor is prohibited from performing work with a subcontractor who is ineligible to perform work pursuant to Labor Code section 1777.1 or 1777.7.

3.11 SUPERINTENDENT

3.11.2 Work Superintendent: The Contractor will employ and maintain on the worksite a qualified supervisor or Superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the sites. The Superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. The Superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

3.12 LABOR AND MATERIALS

3.12.2 Skilled Labor: All labor must be especially skilled for each kind of work, and must be thorough and first class in all respects. Any person whom the Inspector or Owner may deem incompetent or disorderly shall be promptly discharged from the Project and not re-employed.

3.12.3 Quality of Materials: All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All Work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner and without flaws. All materials and labor shall be subject to the approval of the Inspector as to its quality and fitness, and shall be immediately removed if it does not meet with his approval. The Inspector may refuse to issue the Certificate for Payment until all defective materials or work have been removed and other material of proper quality substituted therefore. All removal and replacement with same shall be done at the Contractor's expense. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

ARTICLE 4

ADMINISTRATION OF CONTRACT

4.1 ADMINISTRATION OF CONTRACT

- 4.1.1 Contract Communications: Unless otherwise provided in the Contract or when direct communications have specifically been authorized, all parties shall communicate through the Owner's Representative or the Inspector if the Owner so directs. Communications by and with the subcontractors and material suppliers shall be through the Contractor. Communications by Contractor to separate contractors, architect, or County employees shall be through the Owner's Representative or Project Manager.
- 4.1.2 Control of Work: The Owner's Representative or the Inspector will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner's Representative or the Inspector will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner's Representative or the Inspector will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 4.1.3 Recommendation for Payments: Based on his or her observations and evaluations of the Contractor's Applications for Payment, the Owner's Representative will review amounts due the Contractor and will recommend to Owner, payments to Contractor as set forth in the section entitled CERTIFICATION FOR PAYMENTS.
- 4.1.4 Inspector's Authority: The Inspector will have the authority to stop work whenever necessary to ensure a proper execution of the Work. The Inspector will also have authority to reject Work which does not conform to the Contract Documents. Whenever the Inspector considers it necessary or advisable for implementation of the intent of the Contract Documents, the Inspector will have authority to require additional inspection or testing of the Work in accordance with the following section whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Inspector nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Inspector to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work. In the event an Inspector is not appointed by the Owner, the Owner's Representative shall have the authority set forth herein.

4.2 INSPECTION AND TESTING

- 4.2.1 Advance Notice: Contractor shall provide Owner's Representative seventy-two (72) hours' notice prior to beginning work at a specific location and for a specific department. Contractor shall notify Owner's Representative and Inspector forty-eight (48) hours prior to any day in which Contractor will 1) require an inspection of any portion of the Work, 2) work in excess of eight (8) hours or any time Contractor intends to work weekends, and 3) require shut down of all or any portion of building systems (electrical, plumbing, fire, mechanical, etc.). Any work not performed subject to inspection will not be accepted and will be rejected and/ or ordered removed by Owner, or Inspector.
- 4.2.2 Access to Work: The Owner's Representative, the Architect, the Project Manager, and the Inspector will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all Work, materials, payrolls, and records on personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- 4.2.3 Costs of Tests: The Owner shall bear all costs related to testing for conformance of the Work to the Contract requirements. However, if the Contractor has called for any testing, and that test fails, subsequent tests, and all related costs, shall be borne by the Contractor.
- 4.2.4 Preparation of Change Orders: The Owner's Representative or the Inspector, if one is appointed, will prepare Change Orders, and may authorize minor changes in the Work as provided in the section entitled CHANGES IN WORK.

4.3 CLAIMS

Subject to the provisions of Article 22 in the Contract, the following apply:

4.3.1 Concealed or Unforeseen Conditions: It is understood by both parties that Contractor has made a pre- contract investigation of the site. All concealed, unforeseen, or materially differing conditions are the responsibility of the Contractor in the absence of an actual material, intentional misrepresentation by the Owner as to the conditions on the site. Contractor shall give written notice of any conditions encountered at the site which are unforeseen, concealed, or materially different from those set forth in the Plans or Contract Documents, or ordinarily encountered and generally recognized as inherent in the Work. Such written notice shall be given within five (5) calendar days of his discovery of any such facts.

4.3.2 Notice of Discovery of Hazardous Waste or Unusual Conditions:

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing, in the event the Contractor encounters any of the following:
 - a. Material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
2. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described herein.
3. In the event a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for in the contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Contractor and the Owner.

4.3.3 Time Limits on Claims: Claims by Contractor must be made within ten (10) calendar-days after occurrence of the event giving rise to such Claim, except that claims made due to delay or hindrances which Contractor claims was caused by Owner shall be made within five (5) calendar-days after occurrence of the event giving rise to such Claim. Claims must be made by written notice. Failure to make such claim in writing in the time set forth herein shall bar Contractor from recourse for such claim. All claims must be filed on or before the payment date of Final Payment.

4.3.4 Claims for Additional Costs:

1. If Contractor wishes to make a Claim for an increase in the Contract Price, he shall give the Owner written notice thereof within the time set forth in Paragraph 4.3.3. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall, as soon as possible, advise Owner of his intent to do the Work.
2. Increases in Contract Price due to Claims shall be calculated based on the Cost Reimbursement method detailed in Paragraph 5.4.1.3.
3. Under no circumstances shall Contractor recover any administrative overhead costs or recover on the basis of any "Home Office" damages formula, "Total Cost" recovery formula, or any other such formula.

4.3.5 Claims for Additional Time:

1. If the Contractor wishes to make Claim for an increase in the contract term, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate probable effect of delay on progress of the Work.
2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
3. Contractor may submit a claim for delay-related time or payment adjustments by complying with the time set forth in Paragraph 4.3.3. and specifying the cause thereof consistent with 4.3.6 "Submittal of Claims." Contractor may claim additional time caused by concurrent delay but may not claim a payment adjustment. Contractor may claim a payment adjustment for excusable delay.
 - a. Delay: Event that extends the completion of an activity.
 1. excusable delay: Delay caused by the Owner and not reasonably foreseeable when the work began, such as:
 - 1.1. Change in the work
 - 1.2. Owner action that is not part of the Contract
 - 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
 - 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
 - 1.5. Owner's failure to obtain timely access to the right-of-way
 - 1.6. Owner's failure to review a submittal or provide notification in the time specified
 2. critical delay: Excusable delay that extends the scheduled completion date
 3. concurrent delay: Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
 - 3.1. Critical delay.
 - 3.2. Delay to a controlling activity caused by Contractor.
 - 3.3. Non-working day.

4.3.6 Submittal of Claims: Any disputes relating to this Contract, or its breach, which is not disposed of by agreement shall be promptly submitted as a claim to the Owner's Representative who shall issue a written response on the dispute. Claims shall be submitted by the Contractor to the Owner's Representative with adequate supporting data and include a demand for the Owner's Representative's decision. Adequate supporting data shall include, but is not limited to, a statement of the reasons for the asserted entitlement, the certified payroll, invoice for material and equipment rental, and an itemized breakdown of any adjustment sought.

4.3.7 Submission Under Penalty of Perjury: The Contractor shall certify, at the time of submission of a claim, as follows:

"I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which the Owner is liable.

By: _____
" (Contractor's signature)"

4.3.8 Third Party Claims: Owner will notify Contractor of receipt of any third-party claim relating to the contract within five (5) calendar days of receipt of such claim.

4.4 DISPUTE RESOLUTION

4.4.1 Continue Work During Dispute: In the event of any dispute between the Owner and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the Owner, and the dispute shall be resolved as set forth herein after completion of the Work. However, all disputes must be submitted by Contractor in accordance with the subsequent provisions of this section.

4.4.2 Requirements for Filing a Claim: For any claim subject to this Article, the following requirements apply: the claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by this contract for the filing of claims.

1. For claims of less than fifty thousand dollars (\$50,000.00), the Owner shall respond in writing to any written claim within forty five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claims or relating to defenses or claims the Owner may have against the Contractor, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time not greater than that taken by the Contractor in producing the additional information, whichever is greater.

2. For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the Owner shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to the defenses or claims the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days of receipt of the further documentation, or a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within fifteen (15) days of receipt of the Owner's written response or within fifteen (15) days of Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
4. If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Government Code section 900, et seq. and in accordance with Public Contract Code section 20104.2.

4.4.3 Owner's Review of Claim: The Owner's Representative shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and promptly provide a written response. The response shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The Owner's Representatives' response shall be final and conclusive except as is otherwise provided herein.

4.4.4 Claims Exempt from Review: The procedures and remedies provided in this Section 4.4 do not apply to:

1. Any claims by the Owner.

2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
3. Any claim or dispute relating to stop payment requests or stop notices.
4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

4.4.5 Suit in El Dorado County Only: Any litigation arising out of this Contract shall be brought in El Dorado County. The Owner and the Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Public Contract Code section 20104 et seq., including but not limited to section 20104.4.

4.4.6 Payment of Undisputed Portion of Claim: Payment by Owner of undisputed portion of claim; interest on arbitration award or judgment.

1. Owner shall pay Contractor such portion of a claim which is undisputed except as otherwise provided in the contract.
2. In any suit filed pursuant to Public Contract Code section 20104.4, the provisions of section 20104.6 shall apply.
3. The rate of interest payable on unpaid and undisputed claims shall be 6 percent per annum. Interest shall begin to accrue sixty-one (61) days after the Contractor submits to the Owner information in sufficient detail to enable the Owner to accept the claim statement.
4. The rate of interest payable on any judgment or award in arbitration shall not exceed 6% per annum in accordance with Civil Code section 3287 et seq.

ARTICLE 5

CHANGES IN WORK

5.1 WAIVER

5.1.1 Waivers of Contract Provisions: It is expressly understood and agreed that no waiver granted by the Inspector or the Owner of any term, provision, or covenant of this Contract shall constitute a precedent for breach of the same or any other terms, provisions, or covenants of this Contract.

5.2 CHANGES

5.2.1 Owner May Order Changes in Work: The Contractor agrees that the Owner, without invalidating the Contract, may order changes in Work by altering, adding to, or deducting from the Work, the Contract Amount and Time being adjusted according to the provisions of Section 5.4 and Section 5.5. Contractor agrees to enter into a modification of his original Contract for such changes.

5.2.2 Cost Proposals: Upon request of the Owner for a quotation on the change to the Work, the Contractor shall promptly submit to Owner's Representative, and the Inspector, if one is appointed, in writing a detailed breakdown of the work and of the amount of deduction or addition claimed. In no case shall Cost Proposals be provided later than ten (10) calendar days from the date requested. The Owner's request for quotations on alterations to the Work shall not be considered authorization to proceed with the work prior to issuance of a Change Order, nor shall such request justify any delay in existing work. If Contractor fails to provide Cost Proposals within ten (10) calendar days, Owner may prepare the Cost Proposal based on estimates of labor, materials, and equipment. This proposal, prepared by Owner, shall be binding on the Contractor, will become the basis for Contract Price adjustment, and shall not be subject to dispute or claim.

5.2.3 Contract Change Instrument: Changes in work involving a change in Contract Price or contract term shall be done only pursuant to an Architect's Supplemental Instructions (if applicable) or Change Order, as set forth below in this article.

5.2.4 Changes Shall Conform to Contract: Changes in work shall be performed in conformance with applicable provisions of the Contract Documents, and the Contractor shall proceed promptly unless otherwise provided in the Architect's Supplemental Instructions (if applicable) or Change Order.

5.3 CONTRACT CHANGE INSTRUMENTS

5.3.1 Architect's Supplemental Instructions (ASI) (if applicable): The Owner's Representative or the Architect, may order minor changes in work by use of an Architect's Supplemental Instruction. These minor changes will involve neither changes in the Contract Price or contract term. If the Contractor disagrees that the change does not involve a change in cost or time, then a Change Order shall be used.

5.3.2 Change Order (CO): The Change Order shall be used in cases where Owner and Contractor agree on the change in work, the amount of or method of computing the Contract Amount, and the amount of adjustment in contract term. A Change Order will be issued in accordance with Section 40-02 of Attachment A, Specifications.

5.4 BASIS OF ADJUSTMENT

5.4.1 Methods of Adjustment: The amount of adjustments to Contract Price, whether a credit or payment, shall be computed by one of the methods detailed below. The method used shall be at the sole determination of the Owner.

1. Unit Prices: Those prices stipulated in the Bid Proposal shall be utilized where they are applicable. In the event the change in original quantity is in excess of twenty-five (25) percent of the original bid quantity, and the total dollar value of that bid is greater than \$5,000, the Owner shall review the unit price to determine if a new unit price shall be renegotiated. Unit prices for new items shall be negotiated and mutually agreed upon.
2. Lump Sum: A total lump sum for the Work has been negotiated between Owner and Contractor, as described more fully in Article 3 of the Agreement for Construction Services. Changes to the lump sum contract price sought may be made pursuant to a Change Order, subject to Contractor demonstrating satisfaction of the criteria set forth in Article 3.
3. Cost Reimbursement (Extra Work): In this method, the payment for Extra Work shall be made on a time and expense basis that is on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the Work. Payment will be made for the documented actual cost of the following:
 - a. Costs of direct labor, excluding supervisory personnel, including social security, old age and unemployment insurance, fringe benefits required by agreement, labor insurance and labor taxes established by law.
 - b. Costs of materials, supplies, and equipment, including cost of transportation and sales tax, whether incorporated if paid for by the Contractor or his subcontractor.
 - c. Rental costs, prevailing in the area, of machinery and equipment for the actual time used, and including transportation costs for items having value in excess of \$100.00.
 - d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

To the above cost the Contractor shall be allowed a markup of fifteen (15) percent on direct labor charges and fifteen (15) percent for all other cost items. When any or all of the Extra Work is done by one of the

Contractor's subcontractors, the markups set forth above shall be applied to the subcontractor's actual costs to which a five (5) percent markup shall be allowed the Contractor. These markups shall be considered to be full compensation, covering the cost of general supervision, administration, overhead, profit, and any and all other general expenses, including, but not limited to, uniforms, hand tools, safety equipment, travel and lodging.

5.5 EXTENSION OF TIME FOR COMPLETION

- 5.5.1 Contractor Delayed or Hindered:** Should the Contractor be delayed or hindered in the completion of the Work by the neglect of the Owner, or by fire, by strikes, lockouts, embargoes or earthquakes, and any other causes the County approves as not having been reasonably foreseeable at the time of execution of the Contract Documents, then the time allowance herein fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Time extensions must be requested in accordance with Section 4.3.
- 5.5.2 Agreement on Time Extension:** In addition, the Contractor and the Owner reserve the right to mutually agree in writing upon an extension of time for completion for causes other than enumerated above.
- 5.5.3 Time Extension Not Waiver:** The granting of an extension of time by the Owner for performance by the Contractor shall not operate as a waiver or stop the Owner from claiming damages due to any other delays, prior or subsequent, which were not approved by the Owner as provided herein.

ARTICLE 6 PAYMENTS AND COMPLETION

6.1 GENERAL

- 6.1.1 Contract Price:** The Contract Price stated in the Contract is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents as defined and subject to the provisions set forth, in Article 3 of the Agreement of Construction Services between Contractor and Owner.
- 6.1.2 Waiver:** Neither the acceptance of the Work by the Owner nor the payment of any part or all of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or Surety under this Contract or otherwise.
- 6.1.3 Manner of Paying Warrants:** Payment becomes due under the terms of this Contract in the manner prescribed by law. The Auditor shall cause a warrant for the Certified amount to be drawn upon the proper fund of the Treasurer of the Owner, which warrant shall be approved and issued to Contractor within that period of time customarily required to process said warrants in the ordinary course of Owner's business.

6.2 APPLICATIONS FOR PAYMENT

- 6.2.1 Submittal of Applications:** The Contractor shall submit to the Owner or Owner's Representative, a Payment Application Form, which is attached to the Contract as Exhibit 1. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers, and list of all actively working subcontractors on the Airport's construction project, detailing the total contract amount and the amount to be paid from the pay application. With the exception of the initial payment application, each subsequent payment obligation must be submitted with the Prompt Payment Certification Form, which is attached to the Contract as Exhibit 3, to be deemed complete, accurate, and acceptable.

- 6.2.2 Basis for Payment: The Payment shall be based upon the total Contract price and upon percentage of completion of the Work at the time of the submittal of the application for payment.
- 6.2.3 Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Work and the dollar value for which the Application for Payment may be submitted.
- 6.2.4 Work Free of Liens: The Contractor warrants that upon submittal of an Application for Payment, all work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances against Contractor by subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment in relation to the Work.

6.3 CERTIFICATION FOR PAYMENT

- 6.3.1 Certification Determination: The Owner's Representative will review as soon as practicable for the purpose of determining whether it is a proper payment request and shall within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certification for Payment, with a copy to the Contractor, for such amount as determined to be properly due, or notify the Contractor of the reasons why the payment request is not proper and for withholding certification of payment in whole or in part as provided in Section 6.4.1.
- 6.3.2 The Owner shall pay or cause to be paid to Contractor, an amount equal to ninety five percent (95%) as noted in Section 6.4.3 of the amount set forth in the approved Certificate for Payment within thirty (30) days of receipt of an Application for Payment approved by the Owner's representative as provided for in Paragraph 6.3.1 above, and shall retain the remaining five percent (5%) as noted in 6.4.3 until the time provided for in Section 6.6.4. The Owner shall withhold amounts pursuant to stop notices received in addition to the retainage. Failure of Owner to make payments provided herein in a timely manner shall not constitute a default by the Owner of the Contract, but may entitle the Contractor to interest as provided by law.

6.4 WITHHOLDING FROM PAYMENTS

- 6.4.1 Reasons for Withholding: The Owner may withhold payments, or on account of subsequently discovered evidence nullify the whole or a part of any progress or retention payments to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work or material not remedied or replaced.
 2. The filing of claims or Stop Notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.
 3. Failure of the Contractor to make payments properly to subcontractors, or for materials or labor.
 4. Failure to make payments to any person or entity for financial obligations of the Contractor under terms of this Contract.
 5. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 6. Damage to another contractor.
 7. Performance of work in violation of the terms of the Contract Documents.
 8. Excessive costs to Owner.
 9. Failure of Contractor to comply with requirements for timely submittal of specified documentation, including but not limited to construction schedules, cost proposals, and submittals.

6.4.2 Release of Payment: When the above grounds for withholding are removed, payment shall be made for amounts withheld because of them.

6.4.3 Method of Retainage: The Department will retain 5% of the value of each progress payment from each progress payment. The retained funds shall be retained until thirty-five (35) days after recordation of the Notice of Acceptance, as applicable.

6.5 SUBSTITUTE SECURITIES FOR RETENTION

6.5.1 Substitution of Securities: Bidders are hereby put on notice that the successful bidder may substitute securities for any monies withheld by the County of El Dorado to insure performance of the Contract pursuant to Public Contract Code section 22300. This section provides that the Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention from any portion of the payment by the County of El Dorado, by depositing eligible securities of equivalent value with the County of El Dorado or qualified escrow agent in accordance with the provisions of Public Contract Code section 22300. Eligible securities shall be limited to those listed in Government Code section 16430, or bank or savings and loan certificates of deposit from a qualified institution. Any such escrow agreement shall follow the form set forth in Public Contract Code section 22300(f) and provided by the Owner.

6.6 FINAL COMPLETION AND PAYMENT OF RETAINAGE

6.6.1 Affidavit of Payment: After the date of Substantial Completion of the Work, and before final acceptance of the Work, the Contractor shall file with the Owner his affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project for either labor or material have been paid in full, except certain items, if any, to be set forth in such affidavit covering disputed claims, including claims for acceleration, disruption, delays, inefficiencies, and hindrance, or items in connection with which Stop Notices have been filed under the provisions of the Statutes of the State of California. The filing of such affidavit by the Contractor shall be one of the prerequisites to the making, by the Owner, of the final retainage payment on the Contract.

6.6.2 Final Inspection: Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of the Application for Payment, the Owner will promptly make such inspection. The Contractor shall complete all punch list items within two (2) weeks of receipt of the written punch list. When the Owner's Representative finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly recommend to Owner that Owner may consider the Project complete, accept the project, and that the Notice of Acceptance may be issued.

6.6.3 Final Certification: Before issuance of payment, Contractor shall file, with Owner, a certificate in which he certifies that to the best of the Contractor's knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.

6.6.4 Payment of Retention: Thirty-five (35) days after the Notice of Acceptance has been filed, provided the Work is fully completed and the Contract fully performed, the balance due under the Contract shall be paid, less any monies held for stop notices. Payment shall not be construed as an absolute acceptance of the work done up to the time of such payment. The Contractor, if requested by the Owner, shall furnish receipts or other vouchers showing his payments for materials and labor. Owner may withhold from payment an amount not to exceed 150 percent of any amount in dispute.

6.6.5 Notice of Acceptance: The Work shall be accepted in writing in the form of a Notice of Acceptance when the whole of the work has been completed satisfactorily to the Owner. In judging the Work, no allowance for deviations from the original Contract Documents will be made unless already approved in writing at the proper times and in the manner as called for herein.

ARTICLE 7

PROTECTION OF PERSONS AND PROPERTY

7.1 PROTECTION OF WORK, PROPERTY, AND PERSONS

- 7.1.1 Responsible for Damage to Owner's Property: The Contractor shall be entirely responsible for any damage to the property of the Owner due to careless handling of tools and/or materials or other causes attributed to the Contractor's Work in performing this Contract.
- 7.1.2 Responsible for Safety: The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.
- 7.1.3 Safety and Convenience: The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them.
- 7.1.4 Remedy Damages: The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone of whose acts any of them would be liable, except damage or loss attributable to the sole or active negligence of the Owner or the Inspector or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

ARTICLE 8

INSURANCE AND BONDS

8.1 INSURANCE

GENERAL INSURANCE REQUIREMENTS

The Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
2. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$1 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the contract.

4. In the event Contractor is a licensed professional and is performing professional services under this contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this contract, XCU coverage is not required.

PROOF OF INSURANCE REQUIREMENTS

1. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insureds, but only insofar as the operations under this Contract are concerned. This provision shall apply to all general liability and excess liability policies. Proof that the County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County additional insured.
3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this Contract.
4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall also require each of its subcontractors to name Contractor and County, including, without limitation, its officers, officials, employees, and volunteers, as an additional insured on Subcontractor's insurance policies using ISO form CG 2010 1185, or its equivalent. Copies of endorsements from each Subcontractor will be obtained and maintained by Contractor for the duration of the Work, and for ten years following completion of the Work.

INSURANCE NOTIFICATION REQUIREMENTS

1. Contractor agrees no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado, Chief Administrative Office, Airports Division, 330 Fair Lane, Placerville, California 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division.

ADDITIONAL STANDARDS

Certificates shall meet such additional standards as may be determined by the Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

COMMENCEMENT OF PERFORMANCE

Contractor shall not commence performance of this Contract unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH

Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the

insurance provisions, shall constitute a material breach of the entire Contract.

REPORTING PROVISIONS

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

PRIMARY COVERAGE

The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS

The insurance companies shall have no recourse against the County of El Dorado its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR'S OBLIGATIONS

Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Contract.

8.2 BONDS

- 8.2.1 General Requirements for Bonds: Before commencing any Work under the Contract, the Contractor shall provide all bonds to the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be Surety bonds and shall be issued by corporations duly and legally licensed and qualified to transact business in the State of California. They shall be maintained by him and at his expense during the entire life of the Contract or later as provided.
- 8.2.2 Performance Bond: One bond shall be in the amount of 100 percent of the Awarded Contract and shall guarantee the faithful performance of the Contract and shall insure the Owner during the life of the Contract and the Guarantee period. The Contractor may provide, subject to approval by the Owner, a separate guarantee bond upon completion of and acceptance of the work.
- 8.2.3 Payment Bond: One bond shall be in the amount of 100 percent of the Awarded Contract and shall guarantee the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.
- 8.2.4 Change of Surety: If, at any time a Surety on such bonds becomes irresponsible or loses its right to do business in the State of California, the Owner may require another Surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.
- 8.2.5 Authentication of Bonds: Evidence of authority of an attorney-in-fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be in accordance with those provided in the Draft Agreement.

ARTICLE 9

UNCOVERING AND CORRECTION OF WORK

9.1 DEVIATION FROM CONTRACT DOCUMENTS

- 9.1.1 Improper Work: If the Contractor shall vary from the Contract Documents in the form or quality of the Work, or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade, or replaced. In the event that the Work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

9.2 CORRECTION OF WORK

- 9.2.1 Covered or Completed Work: If any work is covered contrary to the written instructions of the Owner's Representative, or the Inspector, if one is appointed, it must, if requested, be uncovered for observation and replaced at the Contractor's expense.
- 9.2.2 Inspection of Covered Work: If the Owner's Representative or the Inspector, if one is appointed, considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, upon request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Inspector may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction; if, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the contract term, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and construction, and an appropriate Change Order shall be issued.
- 9.2.3 Rejected Work: The Contractor shall promptly remove from the premises all Work rejected by Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work either during the term of the Contract or during the warranty period stated in Section 90-10 of Attachment A, page 37, in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.
- 9.2.4 Cost of Correction: All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the Owner may remove such Work and store the materials at the expense of the Contractor. Owner also may perform such Work or repairs itself and charge the expense to the Contractor.

ARTICLE 10

SUSPENSION OF CONTRACT

10.1 SUSPENSION OF WORK

- 10.1.1 Owner May Suspend: The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which work shall be resumed.
- 10.1.2 Resumption of Work: The Contractor shall resume that Work on the dates so fixed. The Contractor shall be allowed an increase in the Contract price or an extension of the contract term, or both, directly attributed to any suspension.

*** END OF CONDITIONS OF THE CONTRACT***

APPENDIX I

**CONSTRUCTION SAFETY AND PHASING
PLAN (CSPP)**

SAFETY AND PHASING PLAN CHECKLIST

This checklist is intended as an aid, not a required submittal.

CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>	X			
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>	X			
Scheduling of the construction phases is properly addressed.	<u>2.6</u>	X			
Any formal agreements are established.	<u>2.5.3</u>			X	
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	<u>2.7.1</u>	X			
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>	X			
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>	X			
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>			X	
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>	X			
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>	X			
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>	X			
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>	X			
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>	X			
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>	X			
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>	X			
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	<u>2.8</u>	X			
Protection of NAVAID facilities is addressed.	<u>2.8</u>	X			
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>	X			
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1, 2.13.5.3.1, 2.18.1</u>	X			
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>			X	
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>	X			
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>	X			
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>	X			
Construction site parking is addressed.	<u>2.9.2.1</u>	X			
Construction equipment parking is addressed.	<u>2.9.2.2</u>	X			
Access and haul roads are addressed.	<u>2.9.2.3</u>	X			
A requirement for marking and lighting of vehicles to comply with <u>AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport</u> , is included.	<u>2.9.2.4</u>	X			
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>	X			
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>	X			
Two-way radio communications procedures are described.	<u>2.9.2.9</u>	X			
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>	X			
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator’s FOD management procedures are addressed.	<u>2.11</u>	X			
Hazardous Materials Management					
The airport operator’s hazardous materials management procedures are addressed.	<u>2.12</u>	X			
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>	X			
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>	X			
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>	X			
A list of ATCT managers on duty is included.	<u>2.13.1</u>			X	
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>			X	
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2, 2.18.3.3.9</u>	X			
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>			X	
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>	X			
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>	X			
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>			X	
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>	X			
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>	X			
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>	X			
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>	X			
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>	X			
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>	X			
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with <u>AC 150/5340-1, Standards for Airport Markings</u> , is specified.	<u>2.18.2</u>	X			
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>			X	
The requirement for lighting to conform to <u>AC 150/5340-30, Design and Installation Details for Airport Visual Aids</u> ; <u>AC 150/5345-50, Specification for Portable Runway and Taxiway Lights</u> ; and <u>AC 150/5345-53, Airport Lighting Certification Program</u> , is specified.	<u>2.18.3</u>	X			
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2,</u> <u>2.18.3.2</u>			X	
The requirement for signs to conform to <u>AC 150/5345-44, Specification for Runway and Taxiway Signs</u> ; <u>AC 150/5340-18, Standards for Airport Sign Systems</u> ; and <u>AC 150/5345-53, Airport Lighting Certification Program</u> , is specified.	<u>2.18.4</u>			X	
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>	X			
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>	X			
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>	X			
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>	X			
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>	X			
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>			X	
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>	X			
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>	X			
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>			X	
Markings for temporary closures are specified.	<u>2.20.2.5</u>			X	
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>	X			

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>			X	
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1</u> , <u>2.22.3.1</u>	X			
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2</u> , <u>2.22.3.2</u>			X	
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>			X	
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>	X			
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>	X			
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>	X			
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>			X	

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>	X			
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>	X			
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>	X			
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>	X			
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>	X			
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>	X			
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>	X			

APPENDIX I

PLACERVILLE AIRPORT
PLACERVILLE, EL DORADO COUNTY, CALIFORNIA

INSTALL NEW AWOS ON EXISTING TOWER

FEDERAL AID PROJECT NO. 3-06-0188-__-2026

CONSTRUCTION SAFETY AND PHASING PLAN

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August 8, 2025

**PLACERVILLE AIRPORT
PLACERVILLE, EL DORADO COUNTY, CALIFORNIA**

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CONSTRUCTION SAFETY AND PHASING PLAN

TABLE OF CONTENTS

	INTRODUCTION.....	1
1.	COORDINATION	1
2.	PHASING	2
3.	AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY	4
4.	NAVAIDs	7
5.	CONTRACTOR ACCESS.....	8
6.	WILDLIFE MANAGEMENT	11
7.	FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT	11
8.	HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT	11
9.	NOTIFICATION OF CONSTRUCTION ACTIVITIES	12
10.	INSPECTION REQUIREMENTS	13
11.	UNDERGROUND UTILITIES	14
12.	PENALTIES	14
13.	SPECIAL CONDITIONS	15
14.	RUNWAY AND TAXIWAY VISUAL AIDS	15
15.	MARKING AND SIGNS FOR ACCESS ROUTES	16
16.	HAZARD MARKING AND LIGHTING	16
17.	PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS	17
18.	OTHER LIMITATIONS ON CONSTRUCTION	18
EXHIBIT 1	CONSTRUCTION SAFETY AND PHASING PLAN	
EXHIBIT 2	CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST	

**PLACERVILLE AIRPORT
PLACERVILLE, EL DORADO COUNTY, CALIFORNIA**

INSTALL NEW AWOS ON EXISTING TOWER

FEDERAL AID PROJECT NO. 3-06-0188-__-2026

CONSTRUCTION SAFETY AND PHASING PLAN

INTRODUCTION

El Dorado County, with Federal assistance from the Federal Aviation Administration under the Airport Improvement Program (AIP), proposes the installation of a New AWOS on the Existing Tower at Placerville Airport, Placerville, California. The Sponsor will comply and will require all parties involved with this project to comply with the Federal Aviation Administration (F.A.A.) requirements regarding safety and phasing of construction projects on airports.

The purpose of this Construction Safety and Phasing Plan (CSPP) is to provide the contractor and project manager guidance for compliance with Federal Aviation Administration (FAA) rules and regulations, and associated requirements of El Dorado County, with regards to access onto air operations areas of Placerville Airport, Placerville, California, during the construction of the subject project.

This Construction Safety and Phasing Plan is based on the guidance of FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction."

Prior to issuance of Notice to Proceed, the Contractor will prepare a Safety Plan Compliance Document (SPCD) specifically for this project, furnish the SPCD to the Resident Project Representative (RPR), and obtain RPR's approval of the document.

The Checklist for FAA CSPP Review is included in this CSPP. The Contractor will address all items checked on this list in his/her Safety Plan Compliance Document (SPCD) submitted prior to beginning work on this project.

1. COORDINATION

(a) Progress Meetings

The Sponsor will conduct predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction, as follows:

- **Predesign Conference:** This meeting will be held as soon as sufficient preliminary design work has been completed and prior to preparation of the final plans and specifications. This meeting will be attended by the Design

Engineer, Airport Management, Air Transport Association regional representatives, Airline Pilots Association representatives, fixed base operators, FAA airport certification inspector, and the Program Manager of the FAA Airports District Office as appropriate for the airport.

- Prebid Conference: This meeting will be held a minimum of 10 days prior to the bid opening date. The participants in this meeting will include prospective bidders, subcontractors, material suppliers, the Design Engineer, and Airport Management.
 - Preconstruction Conference: This conference will be conducted as soon as practicable after the contract has been awarded and before issuance of notice to proceed. The participants will include the Design Engineer, Resident Project Representative (RPR), Airport Management, testing laboratory representative, Contractor and subcontractors, Contractor's project superintendent, airport users, utility companies affected by the proposed construction, Federal, State or local agencies affected by the proposed construction, and the Program Manager of the FAA Airports District Office as applicable.
 - Weekly Meetings: Weekly progress meetings will be held at the airport. Operational safety will be a standing agenda item for discussion during weekly progress meetings throughout the construction of this project. The Contractor will present an updated progress report for the total work and a two-week look-ahead schedule. The participants will include the RPR, Airport Management, testing laboratory representative, Contractor's project superintendent, subcontractors, airport users, and the Engineer/Program Manager of the FAA Airports District Office, as applicable.
- (b) Scope or Schedule Changes – Changes in the scope or duration of the project may necessitate revisions to the CSPP. These revisions will be submitted for review and approval by the airport operator and the FAA.
- (c) FAA ATO Coordination – There is a VASI for Runway 5 and a PAPI for Runway 23, which will remain operational during the construction of this project with the exception of a 1 day closure of the runway. The R/W 5 VASI is owned by FAA and the R/W 23 PAPI is owned and operated by El Dorado County. Coordination with FAA ATO of the shutdown of these facilities will be required a minimum of 45 days prior to the scheduled runway closure.

2. PHASING

There are 15 on-site working days allowed for completion of this project. The scope of work included in this project is as follows:

- Remove AWOS sensors from existing AWOS.
- Install new cable in existing duct from existing panel in the vault to existing AWOS site.

- Install new AWOS sensors on existing AWOS tower and foundations.
- Install new AWOS equipment in Terminal Building.
- AWOS testing, training and certification

(a) Phasing Elements – The staging for this project is as shown on the Construction Safety and Phasing Plan, Exhibit 1, and as follows:

Work Area	Contractor's Work	Contractor's Work Area	Facility Closure	Comments
1-1	Install New AWOS Power and Ground from Electrical Vault to PB3	Electrical Vault to PB3 at Tiedown Apron	Taxiway C Across Apron	Day Only Closure
1-2	Install New AWOS Power and Ground from PB3 to Wind Cone	Access to PB4 and PB5 in the Runway Safety Area	Runway, Taxiways A, B, C, D, & F	Runway Closure One Day Only
1-3	Remove Existing AWOS and Install New AWOS	AWOS Site, Electrical Vault, and Terminal Building	No Closures – Flagger or escort to Monitor Runway, Taxiway, and Apron Crossings	All work Outside of Runway Safety Area

- Work Zone 1-1 will require closure of the portion of Taxiway C on the tiedown apron in order to access PB-3. Barricades shall be placed by Contractor as shown on the plans. Contractor shall reopen closed taxiway at the end of each working day.
- Work Zone 1-2, which is located in the taxiway and runway safety area, will require the closure of Runway 5-23 when the Contractor is working at Pullboxes 4 and 5. Runway crosses and barricades closing access to the work area shall be in place prior to the start of any work in Phase 1-2. Contractor shall coordinate with RPR and Airport to schedule runway closure and issue the required NOTAMs. Work in Zone 1-2 shall be completed in one working day.
- Work Zone 1-3 is the remaining work area that consists of the AWOS and wind cone sites outside the runway safety area. Work in Zone 1-3 may occur while Contractor is working in Zone 1-1 and Zone 1-2. Work in Zone 1-3 will not require closure of runway or taxiways but will require Airport trained flaggers with ground to air radio to monitor aircraft traffic and control construction traffic crossing Runway 5-23 and Taxiway A from the apron to the AWOS site. See the Construction Safety and Phasing Plan, Exhibit 1, for locations of flaggers.

Apron, Taxiway and runway closures will only be in place during working days and working hours.

At the preconstruction conference or two weeks prior to start of work (whichever is greater), the Contractor will provide a detailed schedule showing limits of proposed work and the locations of barricades in order to NOTAM beacon and NAVAIDs out of service. All schedules will be updated and coordinated with the Airport Manager and the RPR in order to issue the proper NOTAMs.

Contractor will notify airport a minimum of 45 days prior to runway closure in order to provide FAA notice for shutdown of FAA owned VASI. Contractor shall submit a detailed schedule a minimum of two weeks in advance of construction activity within the Runway Safety Area or Taxiway Safety Area and will verify closure of taxiway or runway 48 hours prior to placing barricades.

Contractor will be required to coordinate access to the electrical vault with the Airport Manager and RPR. Airport power shutdown will be scheduled a minimum of 48 hours in advance. All airfield lighting power will be operational at the end of the working day. Contractor will remain on site until airfield lighting check is completed.

No work will be performed on Saturday or Sunday.

Contractor shall give Airport 45 working days' notice prior to the use of any tall cranes or equipment over 25' in height so the Airport can file a 7460 with FAA.

Contractor is allowed a maximum of 3 consecutive weeks with the existing or new AWOS out of service. The new or existing obstruction light must be operational each night.

(b) *Construction Safety Drawing*

The Construction Safety Drawing included as part of this plan is:

- Exhibit 1, Construction Safety and Phasing Plan (CSPP)

3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

- (a) Identification of Affected Areas. All areas affected by the construction activity in this project are shown on the Construction Safety and Phasing Plan Drawing, Exhibit 1. Identified on this drawing are Aircraft Rescue and Fire Fighting (ARFF) access routes and access routes to be used by airport support vehicles and the contractor. Also shown are approach/departure surfaces affected by heights of construction equipment and other temporary objects. Construction areas, storage areas, and haul routes are also depicted on this drawing.
- (b) Mitigation of Effects. It is necessary to maintain the safety and efficiency of airport operations during construction operations. The establishment of the following procedures will be required:

(1) Temporary Changes to Runway and/or Taxiway Operations:

When the installation of the new AWOS power and ground from PB 3 to the wind cone is occurring during Phase 1-2, Runway 5-23 and Taxiways A, B, C, D, and F will be closed for one day only.

Taxiway C across the apron will be closed during Phase 1-1 when the new AWOS power and ground from the electrical vault to PB 3 is being installed. Contractor shall reopen closed Taxiway at the end of each working day.

All other work will be performed outside the RSA of Runway 5-23 and/or the TOFAs of Taxiway A and the cross taxiways.

The phasing for this project is as shown in Article 2(a) of this Construction Safety and Phasing Plan.

During the construction of all phases of this project, the Contractor will provide a qualified flagger with ground to air radio, trained by the Airport, to monitor Airport frequency 122.800 MHz and observe aircraft operations when Contractor is moving equipment and materials across Runway 5-23 and Taxiway A. When equipment, material or personnel are being hauled from the Contractor's Storage and Staging Area, the Contractor furnished flagger will escort the Contractor to the active working area. The flagger/escort will be stationed adjacent to Runway 5-23 and Taxiway A to control contractor operations when aircraft are operating on Runway 5-23 and/or Taxiway A. Work in Zone 1-3 will not require closure of runway or taxiways but will require Airport trained flaggers with ground to air radio to monitor aircraft traffic and control construction traffic crossing Runway 5-23 and Taxiway A from the apron to the AWOS site.

The locations where flaggers will be stationed are shown on the Construction Safety and Phasing Plans.

All runway lights and NAVAIDs will be in working condition each night. Temporary cable is permitted and, if used, will be secured to the surface and will not cross any pavement.

Construction will be limited to no closer than 60 feet from the active runway centerline and 44.5 feet from the active taxiway centerline. The runway safety area from the runway threshold will be maintained at 240 feet.

Aircraft operations on the airport must be maintained at all times in all areas except those that are specifically designated for closure. Any areas that are closed during the time work is performed will be marked with

lighted barricades and runway closure crosses as shown on the Construction Safety and Phasing Plan and as directed by the RPR.

Work within the RSA of runways and/or the TSAs and/or TOFAs of taxiways will be done with these surfaces closed and proper NOTAMs will be filed by the airport operator.

Pull back operations are not allowed. If the contractor is working on a runway/taxiway or in the RSA/TSA/TOFA, the surface will be closed.

Contractor Owner will provide a qualified flagger trained by the airport to monitor Airport Frequency 122.800 MHz and observe aircraft operations when Contractor is working near active taxiways and runways.

(2) Detours for Fire Department and Other Airport Vehicles:

All ARFF and other airport vehicles will have access to all areas on the airport during construction of this project. Any detour routes for these vehicles are shown in blue on Exhibit 1.

(3) Maintenance of Essential Utilities and Underground Infrastructure:

Utilities and underground infrastructure that will be affected by this project will be the duct and cable lines, water lines, and telephone lines. It will be necessary during this project to protect these utilities.

Contractor will verify location and protect existing facilities.

There will be no temporary utilities installed. If one of the existing utility lines is damaged, specifications require the Contractor to immediately repair it at his/her cost and to reimburse the Airport for damages due to shut down. If these damaged utilities cannot be immediately repaired, the Airport will immediately issue required NOTAMs.

(4) Temporary Changes to Air Traffic Control Procedures.

Placerville Airport does not have an Air Traffic Control Tower. Prior to any construction, a NOTAM will be issued indicating that portions of the airport are under construction. The RPR, who will be on site during construction, will be equipped with a two-way radio and will monitor Unicom frequency and notify aircraft operating in the area of facility closures, or other safety related items.

4. NAVAIDs

There are navigational aids (NAVAIDs) existing on this airport. These NAVAIDs and corresponding critical areas are shown on the Construction Safety and Phasing Plan, Exhibit 1. Such facilities must be fully protected during the entire construction time period.

(a) NAVAIDs Affected by Construction

NAVAIDs on the airport consist of a FAA owned VASI on Runway 5 and a PAPI on Runway 23 and a rotating beacon located on the west side of the airport adjacent to Hangar 18 south of Airport Road and the AWOS located south of Runway 5-23. These NAVAIDs will not be affected by the construction of this project except as noted in paragraph (b) below.

(b) NAVAIDs Placed out of Service

The FAA owned Runway 5 VASI and the Runway 23 PAPI will be placed out of service during Phase 1-2. Appropriate NOTAMs will be issued.

The VASI and PAPI will be turned off the morning prior to start of construction and turned back on at the end of the work day. The shutdown and restart of these facilities will be coordinated with the Airport. The shutdown of the FAA owned VASI required 45 days notice.

The existing AWOS shall be placed out of service for a maximum of 3 consecutive weeks.

All airfield lighting shall be operational at the end of each working day.

(c) Protection of NAVAIDs Remaining in Service

NAVAIDs existing on this airport are the FAA owned VASI on Runway 5 and the PAPI on Runway 23 and a rotating beacon tower and the AWOS. The contractor will be required to protect all NAVAIDs remaining in service.

The Contractor will be limited to specified work areas near the NAVAID facilities as shown on the Construction Safety and Phasing Plan. Work under this contract can be accomplished in the vicinity of these facilities only at approved periods of time. Approval will be subject to withdrawal at any time because of changes in weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the RPR acting under the orders and instructions of the airport management. Any instructions to the Contractor to clear any given area, at any time, by the RPR or Airport Management (by radio or other means) shall be immediately executed. Construction work shall be commenced in the cleared area only when additional instructions are issued by the proper authorities.

(d) NOTAMs

When NAVAIDs are shut down during construction, experience an unexpected power outage, or are otherwise affected by construction activities, the Airport will issue a Notice to Airmen (NOTAM) as outlined in Article 9 of this CSPP.

(e) Protection of Underground Cable

There are underground ducts and cable in the construction area to serve the lights and NAVAIDs. The location of these facilities will be identified by USA (811) before any work in their general vicinity is started as described in Article 11 of this CSPP. Throughout the entire time of this construction these facilities will be protected by the Contractor from any possible damage, including crossing with unauthorized equipment.

(f) Temporary NAVAIDs

No temporary NAVAIDs will be required during the construction of this project.

5. CONTRACTOR ACCESS

(a) Stockpiled Construction Materials

The Contractor will be allowed to temporarily stockpile excavation materials in the Contractor's Storage and Staging Area as shown on the CSPP Drawing. All stockpiled materials will be removed prior to completion of the project and any damage to the pavements caused by the Contractor will be repaired at the Contractor's expense.

Stockpiled materials will not be permitted within the Runway Safety Area (RSA) and Object Free Zone (OFZ). If it becomes necessary to stockpile materials in the Runway Object Free Area (ROFA), the Sponsor will submit a 7460-1 form to the FAA SFO Airports District Office in Walnut Creek, California. Contractor shall provide 45 days' notice for FAA approval of 7460-1.

Stockpiles will be limited to a height of 3 feet and shall be clearly marked and lighted during hours of restricted visibility or darkness in accordance with Article 16 of this CSPP. The Contractor will determine and verify that stockpiled materials are stabilized and stored at the approved location shown on the CSPP drawing so as not to be a hazard to aircraft operations and to prevent attraction of wildlife (see Article 6) and foreign object damage (see Article 7).

Contractor will be responsible for maintaining the security, safety, and cleanliness of the Contractor's Staging and Storage Area at all times.

(b) Vehicle and Pedestrian Operations

It is critical that all pedestrians and vehicles are prevented from unauthorized entry to the Air Operations Area (AOA). The Construction Safety and Phasing Plan, Exhibit 1, clearly delineates the designated access and haul routes, employee parking areas, and construction equipment parking areas. Contractor's personnel and equipment will be limited to the construction areas, parking areas, and haul routes shown on the CSPP Drawing.

Vehicle parking areas will not impact NAVAID signals or penetrate FAR Part 77 imaginary surfaces.

Employee parking and construction vehicle parking will be restricted to the Contractor's Storage Area as shown on the CSPP drawing. Vehicle and construction traffic will be held off from all active paved areas and in no case allowed to cross the active runway unescorted. Access to the construction site will be off Airport Road as shown on the CSPP drawing. Haul routes are indicated in red on the CSPP drawing.

The haul routes from the Contractor's Storage and Staging Area to the construction site will be designated in the field by the Resident Project Representative.

Contractor will maintain haul road and paved surfaces clear of debris at all times. Runway and taxiways will be maintained broom clean. A portion of the haul road is over a gravel surface. Contractor will ensure that no debris is tracked onto the runway or other paved surfaces.

All equipment operating during daylight hours shall be equipped with an orange and white checkered flag or flashing amber beacon. The flag will be at least a 3-foot by 3-foot square having a checkered pattern of international orange and white squares at least 1 foot on each side. During periods of low visibility Contractor vehicles and equipment will be equipped with a flashing amber beacon mounted on the uppermost part of the vehicle structure.

All vehicle/equipment operators driving on the airport must have an appropriate level of knowledge of airport rules and regulations. The Contractor will be required to submit a list of authorized vehicle operators to the Airport. The vehicle operators will be required to maintain a current drivers' license. Driver training will be limited to designating areas to be avoided and areas where free access will be available. No vehicle will be allowed to cross an active runway or taxiway pavement without an escort.

All vehicle operators will be trained on airport procedures, safety, work area limits, security, and communications. All personnel with movement area driving privileges will be trained on pedestrian and ground vehicle procedures, including

consequences of noncompliance, prior to moving on foot, or operating a ground vehicle, in movement areas or safety areas.

Contractor will limit all construction vehicle activity to the limits of the project, the haul road and the Contractor's Storage and Staging Area shown on the CSPP. No construction traffic will be allowed on Taxiway A or Runway 5-23 without an escort or flagger.

(c) Radio Communications

Vehicular traffic located in or crossing an active movement area will have a working two-way radio tuned to Unicom frequency 122.800 or be escorted by an Contractor-furnished flag person. The driver, through personal observation, will confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and that the area is properly marked to prevent incursions and the Contractor's flagger is present to control operations. Two-way radio communications are required on Unicom frequency 122.800 MHz. Continuous monitoring is required.

Contractor will provide a qualified flagger with approved radio to monitor airport frequency 122.800 MHz and observe aircraft operations when contractor is working near active runways, taxiways, and restricted areas. Airport will provide contractor furnished flagger with training.

(d) Airport Security

There is a security fence and gates around the property of this airport. Only Contractor and subcontractor employees will be permitted in the work sites. They will be required to enter and exit the airport areas restricted to public access and airport operations area only through the designated Contractor gate. The gate used by the Contractor will remain closed at all times except when authorized equipment is actively entering the airport or gate is continuously guarded to keep unauthorized personnel and wildlife from entering the airport. The security fence, designated Contractor gate, and secure areas on the airport are shown on Exhibit 1.

All Contractor personnel working on the airport shall wear in a prominent location airport-furnished badges or hard hats with Contractor's logo to show that they are authorized on the airport.

In accordance with the requirements of the Federal Aviation Administration as set forth in FAR 107.11(F), the Contractor will take all steps necessary to assure Owner that the backgrounds of all employees have been checked to the extent necessary to assure that permitting them unescorted access to any area on the airport controlled

for security reasons is appropriate. This background check, to the extent allowable by law, will include at a minimum references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding 5 years.

6. WILDLIFE MANAGEMENT

The airport is fenced with 6-foot and 8-foot chain link perimeter fence and security gates. All gates will remain closed at all times except when vehicles are entering or exiting them or they are guarded by a flagger as stated in Article 5 of this CSPP.

The Contractor will carefully control and continuously remove waste or loose materials that might attract wildlife and be aware of and avoid construction activities that might attract wildlife such as:

- Trash – Food scraps will be collected from construction personnel activity.
- Standing water
- Disruption of existing wildlife habitat.
- Stockpile materials.
- Poorly maintained fencing and gates.

All trash will be placed in waste containers to prevent the attraction of wildlife. Waste containers will be equipped with lids and secured at all times. No trash or debris will be left on site by the Contractor.

Should the Contractor encounter wildlife on the airport, he/she will immediately notify Airport Management.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The Contractor will not be allowed to leave or place foreign object debris (FOD) on or near active aircraft movement areas and will be required to control and monitor FOD. Materials tracked onto these areas will be continuously removed during the construction project by broom sweeping. Ground vehicle tires will be inspected daily to ensure they are not tracking FOD onto the airfield pavements. Daily inspections of these aircraft movement areas will be made by the RPR as discussed in Article 10 of this CSPP.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

The Contractor will be required to manage and contain any hazardous materials (HAZMAT) on the airport. Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean up spills resulting from fuel or hydraulic fluid leaks. The Contractor will refrain from topping off vehicle fuel tanks and have sorbent materials available in the fueling area for when small spills occur.

It is not anticipated that there will be any hazardous materials used or encountered during the construction of this project. The Contractor will be required to keep Material Safety Data Sheets (MSDS) available for inspection for all materials delivered to the airport.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

- (a) List of Responsible Representatives. It will be necessary to keep the following people totally informed of the operations that the contractor proposes to perform at Placerville Airport.

Sponsor:

Jennifer Franich, Chief Administrative Officer(530) 621-7539
Sherrie Busby, Senior Administrative Analyst(530) 621-5984

F.A.A.

Roy Ambrose, Engineer/Program Manager(925) 546-6442
Jason Morinaga SSC Manager (VASI shutdown).....(916) 334-9171
Michael Svendsen, SSC Coordinator (VASI shutdown) (916) 334-9160x228

Resident Project Representative

Melissa Brandley, Project Manager (916) 652-4725 Office
.....(916) 316-1415 Cell
David Baltazar, RPR (916) 652-4725 Office
.....(916) 600-2418 Cell

At the start of construction the Contractor will be required to provide the RPR with the names, telephone numbers, cell phone numbers, and e-mail addresses of all Contractor personnel that are responsible for on-call 24/7 services if necessary.

- (b) NOTAMs

The Airport Management will issue Notices to Airmen (NOTAMs) as required accurately describing current airport conditions and contractor operations. This will be coordinated with tenants of the airport. Sherrie Busby, Senior Administrative Analyst, will be responsible for issuing, maintaining, and canceling NOTAMs. The Airport Management has provided a list of airport employees who are authorized to issue NOTAMs to the FSS air traffic manager.

NOTAMs will be issued clearly identifying where the construction work is being performed and during which periods.

- (c) Emergency Notifications:

In case of emergency during the construction of this project, Contractor will notify one or more of the following:

Fire/Police/Ambulance - Emergency Call 911
Airport Radio Communication (Article 5 of CSPP) 122.800 Mhz

Aircraft Rescue and Fire Fighting (ARFF) - Emergency Call 911
City of Placerville Police Department – Non Emergency..... (530) 642-5280
Local Hospital – Marshall Medical Center(530) 622-1441
El Dorado County Fire Protection District (FPD).....(530) 644-9630
Poison Control.....(800) 222-1222

Information on closed or hazardous conditions on airport movement areas will be provided by the Airport Management to the OCC.

(d) Coordination with Fire Protection District (FPD) Personnel:

The Contractor will be required to notify Airport and/or FPD personnel if any water lines or fire hydrants are damaged or deactivated. The Contractor will also notify Airport and/or FPD personnel if there are any blocked or rerouted emergency access routes or if hazardous materials will be used on the airfield. The non-emergency telephone number for FPD is (530) 644-9630 and the contact person is Dispatcher on Duty. Contractor will confirm in writing the date and time FPD was notified and the contact person.

(e) Notification to the FAA:

Part 77. The Contractor will coordinate with the RPR who will file a 7460-1 form with the FAA Airports District Office in Walnut Creek if any construction equipment (i.e. cranes, graders, other equipment) affects navigable airspace as defined in FAR Part 77.

NAVAIDS. For emergency notification about impacts to both airport owned and FAA owned NAVAIDS Airport Management will contact the Operations Control Center at (866) 432-2622.

When construction operations will cause impacts to NAVAIDS, the Airport Management will contact FAA ATO Service Area Planning and Requirements Groups a minimum of 45 days prior to implementing these operations and coordinate the shutdown with the local FAA ATO/Technical Operations office, including necessary reimbursable agreements and flight checks. A 7-day notice will be given to FAA ATO to schedule the actual NAVAID shutdown.

10. INSPECTION REQUIREMENTS

The Airport will provide an RPR to ensure that all Contractor operations comply with all requirements of the plans, specifications, and this Safety Plan. It will be his/her duty to inspect materials and workmanship of the work under instructions of the Airport or RPR and to report any and all deviations from the Drawings, Specifications, and other Contract provisions that may come to his/her notice. The RPR will have the right to order the work entrusted to his/her supervision immediately stopped, if in his/her opinion such action becomes necessary, until the Airport or RPR

is notified and has determined and ordered that the work may proceed in due fulfillment of all Contract requirements.

- (a) Daily Inspections. Daily inspections will be conducted to ensure conformance with the CSPP. Exhibit 2 of this CSPP includes a Construction Project Daily Safety Inspection Checklist for this purpose.
- (b) Final Inspections. Whenever an area on the airport is reopened for aircraft operations, an inspection will be conducted to assure compliance with the plans, specifications, and CSPP. At the end of the project a final inspection will be held by the RPR, the Airport Management, and the Federal Aviation Administration to assure all components of the project comply with the plans, specifications, and CSPP.

11. UNDERGROUND UTILITIES

Not less than two full working days prior to performing any excavation, the Contractor will be required to notify Underground Service Alert (USA) by calling 811. The location of the subsurface installations will be in accordance with Sections 4216 and 4217 of the Government Code, as latest amended. No excavation will be performed until the subsurface installations have been located, hand-excavated and identified. The Contractor will update the location of the subsurface installations in the proposed work area every 14 calendar days, as required.

In case of accidental utility disruption, utilities owners' contacts and telephone numbers are included below:

Electrical/Gas – PG&E.....	(800) 743-5000
Sewer – City of Placerville.....	(530) 642-5250
Water – El Dorado County Irrigation District.....	(530) 622-4513
Telephone – AT&T	(530) 295-8520

Refer to Article 9 of this CSPP for procedures for contacting FPD and FAA in case of interruption of water service and NAVAIDs, respectively.

12. PENALTIES

If in the opinion of Airport Management or the RPR, the Contractor's employees or subcontractors are in violation of the airport's rules and regulations, including this CSPP, is of sufficient magnitude as to cause danger to life and property, the RPR shall have the right to stop all work on this contract for a period of forty-eight (48) hours as a contractual penalty.

Any vehicle operator who willfully violates the CSPP will be requested, through the Contractor, to leave the job site.

13. SPECIAL CONDITIONS

Some special conditions may trigger specific safety mitigation actions outlined in this CSPP. These may include low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle/Pedestrian Deviations (VPD), CDF Emergency Operations, and other activities requiring construction suspension/resumption. In order to be advised of these special conditions and actions to be taken, the Contractor shall at all times maintain radio contact as specified in Article 5 of this CSPP.

Should an aircraft emergency occur any place on the airport, the Contractor will be required to move all personnel and equipment beyond the safety area of the runway and taxiways and to refrain from moving out of these areas to resume work until specifically authorized by Airport personnel. The area around the downed aircraft shall be evacuated and not reentered by the Contractor until given permission, except for lifesaving activities.

Contractor will be responsible for dust and erosion control during the construction of this project.

14. RUNWAY AND TAXIWAY VISUAL AIDS

There exist on the airport runway and taxiway marking, runway and taxiway lights and signs, and visual NAVAIDS. These facilities are shown on the attached Construction Safety and Phasing Plan Drawing, Exhibit 1. Areas where aircraft will be operating will be clearly and visibly separated from construction areas. Throughout the duration of the construction project, these areas will remain clearly marked and visible at all times and all marking, lighting, signs, and visual NAVAIDS will remain in place and operational.

Contractor will work with Airport Management at the end of each workday to ensure that all lights, signs, and NAVAIDS are turned on and operational.

It will not be necessary to install temporary marking, lights, signs, or visual NAVAIDS during the construction of this project.

Lights, markings, signs, and visual NAVAIDS adjacent to areas used by aircraft will comply with the frangibility requirements of Advisory Circular 150/5220-23, *Frangible Connections*.

Closed runway crosses will be placed on the runway identification numbers at each end of the runway at all times work is occurring within the runway safety area as shown on the Construction Safety and Phasing Plan, Exhibit 1. Details of the runway closure crosses are also shown on Exhibit 1

Runway closure crosses will consist of yellow Runway Closure Marker X conforming to FAA AC 150/5340-1, current edition. Crosses will be held in place in a manner approved by the RPR to resist wind and weather. Runway closure markers for Runway 5-23 closures will be

furnished by the Owner and installed and maintained by the Contractor. At the completion of the project, Owner-furnished crosses will be returned to the Airport.

Contractor will place and set up crosses on Runway 5-23 at the start of the work day and remove them at the end of the work day during Phase 1-2. The RPR will shut down all airport lighting prior to placement of crosses and energize airport lighting after removal of crosses. Prior to removal of the crosses all materials and equipment will be moved from the runway and the runway surface cleaned of all deleterious material. The runway will be open and fully operational at the end of the working day and remain open on weekends and at all other times that the Contractor is not working on the runway.

Runway closure markers will be stored outside of all runway and taxiway Object Free Areas when not in use.

For a visaid service outage greater than 24 hours or for less time, but over consecutive days, a scheduled facility service outage NLT will be requested 30 days in advance using FAA Form 6000-26, "Airport Sponsor Strategic Event Submissions Form and emailed to 9-AJV-SEC-WSA@faa.gov.

15. MARKING AND SIGNS FOR ACCESS ROUTES

The marking and signing for access routes to the construction site is shown on the Construction Safety and Phasing Plan. Signs will conform to Advisory Circular 150/5340-18F, Standards for Airport Sign Systems. To the extent possible, signs will be in conformance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications and will not be hand lettered.

16. HAZARD MARKING AND LIGHTING

The airport will remain open during construction of the work on this project. The Contractor will furnish, erect, and maintain hazard marking and lighting along the perimeter of the work areas, Contractor's Storage and Staging Area, and open trenches and excavations to keep aircraft, vehicles, and pedestrians from entering the Contractor's work areas. Hazard marking and lighting will also be placed to identify small areas under repair, stockpiled material, and waste areas. The locations and details of barricades to be placed in this project are shown on the Construction Safety and Phasing Plan, Exhibit 1.

On all airfield pavement, except for flags, no part of the barricade or light will extend ten (10) inches above the paved surface. Maximum spacing between barricades will be four (4) feet. Spacing must be such that a breach is physically prevented barring a deliberate act. Lights will be flashing red and have at least five (5) candelas effective intensity for night marking. Barricades will be painted alternate orange and white diagonal striping. Supplement with signs such as "No Entry," "No Vehicles," as necessary. All barricades will be placed 20 feet back from the edge of an active runway, taxiway or apron.

Barricades are not permitted in any active safety area or on the runway side of a runway hold line.

The Contractor will supply the names and telephone numbers of persons responsible for the emergency maintenance of the hazard marking and lighting during construction of this project who will be available 24 hours a day.

17. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

No construction may occur within a runway safety area (RSA), taxiway safety area (TSA), or taxiway object free area (TOFA) while the associated runway or taxiway is open for aircraft operations. These safety areas, along with the runway object free zone (OFZ) and object free area (OFA), taxiway OFA, and runway approach surfaces, are shown on the Construction Safety and Phasing Plan.

No blasting operations will be required or allowed during the construction of this project.

Open trenches or excavations will not be permitted within the RSA. The Contractor will furnish, erect, and maintain red or orange flags, as approved by the airport operator, and red lights during hours of restricted visibility or darkness, around open trenches, excavations, temporary stockpiles, and his/her parked construction equipment that may be hazardous to the operation of aircraft, emergency fire-rescue, or maintenance vehicles on the airport. See Article 16 of this CSPP for details of Hazard Marking and Lighting.

The RSA and TSA will be:

- a. Cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations.
- b. Drained by grading or storm sewers to prevent water accumulation.
- c. Capable under dry conditions of supporting construction and maintenance equipment, aircraft rescue, fire-fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.
- d. Free of objects, except for objects that need to be located in the RSA because of their functions. These objects will be constructed on low impact resistant supports (frangible mounted structures) to the lowest practical height with the frangible point no higher than 3 inches above finished grade.

Construction, including excavations, may be permitted in the runway OFA. However, equipment must be removed from the runway OFA when not in use, and material will not be stockpiled in the runway OFA. Stockpiling material in the OFA requires submittal of a 7460-1 and justification provided to the FAA Airports District Office for approval and 45 days advanced notice for FAA 7460-1 approval.

No construction may occur within a taxiway OFA while the taxiway is open for aircraft operations except as provided in Advisory Circular 150/5370-2G, Article 222d.

No construction equipment or personnel may penetrate the OFZ while the runway is open for aircraft operations.

All personnel, materials, and/or equipment must remain clear of the applicable runway approach/departure areas and clearways as shown on the Construction Safety and Phasing Plan.

During construction an experienced flagger furnished by the Contractor and trained by the airport will have a two-way radio tuned to Unicom frequency 122.800 MHz. He/she will also by visual observation identify any aircraft operation at the airport as detailed in Article 5 of this CSPP. NOTAMs will be issued to alert pilots of this condition. During all times when Contractor's equipment and personnel are not working on the project, all Contractor's equipment shall be moved to the Contractor's Storage and Staging Area as shown on the Construction Safety and Phasing Plan.

If it is necessary to use construction equipment (cranes, concrete pumps, etc.) that is higher than 25 feet, a 7460-1 determination will be issued for such equipment as outlined in Article 18 of this CSPP.

18. OTHER LIMITATIONS ON CONSTRUCTION

Additional limitations on construction including but are not limited to:

- a. No use of equipment taller than 25 feet (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for each piece of equipment. Contractor must allow for up to 45 working days after the request to use equipment taller than 25 feet to allow for FAA to make a determination on a 7460-1.
- b. No use of open flame welding or torches unless fire safety precautions are provided and the airport operator and fire marshal have approved their use.
- c. No use of electrical blasting caps on or within 1,000 feet of the airport property.
- d. No use of flare pots within the air operations area.

CLOSED RUNWAY CROSS

NOT TO SCALE

WHITE PRISMATIC
REFLECTOR

RED SOLAR WARNING LIGHT (2 TYP.)

FORK LIFT GROOVE

SAFETY ORANGE
WATER RELEASE PLUG

BARRICADE NOTES:

10" WATER-FILLED BARRICADE

NOT TO SCALE

- 1. CONTRACTOR SHALL FURNISH AND PLACE PLASTIC LOW PROFILE LIGHTED BARRICADES FOR WORK INVOLVING CLOSURE OF THE RUNWAY AND TAXIWAYS. CONTRACTOR SHALL MAINTAIN BARRICADES WHILE ON SITE FOR ALL WORK PHASES.
- 2. EACH BARRICADE SHALL HAVE 2 SOLAR-POWERED LIGHTS WITH RED LENSES EACH CONTROLLED BY PHOTOCELLS SUCH THAT

WORK PHASE TABLE				
WORK PHASE	CONTRACTOR'S WORK	CONTRACTOR'S WORK AREA	FACILITY CLOSURE	COMMENTS
1-1	INSTALL NEW AWOS POWER AND GROUND FROM ELECTRICAL VAULT TO PB 3	ELECTRICAL VAULT TO PB 3 AT TIEDOWN APRON	TAXIWAY C ACROSS APRON	DAY ONLY CLOSURE
1-2	INSTALL NEW AWOS POWER AND GROUND FROM PB 3 TO WINDCONE	ACCESS TO PB 4 AND 5 IN THE RUNWAY SAFETY AREA	RUNWAY, TAXIWAY A, B, C, D & F	RUNWAY CLOSURE ONE DAY ONLY
1-3	REMOVE EXISTING AWOS, INSTALL NEW AWOS	AWOS SITE, ELECTRICAL VAULT AND TERMINAL BUILDING	NO CLOSURES - FLAGGER OR ESCORT TO MONITOR RUNWAY, TAXIWAY AND APRON CROSSINGS	ALL WORK OUTSIDE OF RUNWAY SAFETY AREA

60'
8' MIN
10' MAX
25' MIN
20' MAX

EXHIBIT

CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

Appendix II

Required Submittal List

Note: This submittal list is provided for the contractor's convenience and may not represent ALL submittals required by the contract documents. Contractor is ultimately responsible for identifying and providing ALL required submittals.	SD Shop Drawings D Data/List of Materials P Product catalog sheets C Certifications Q Quality Control Submittals OM Operation and Maintenance Manuals W Warranty Over One Year Period SP Spare Parts T Training O Other

REQUIRED SUBMITTAL LIST

SPEC. SECTION	ITEM REQUIRING A SUBMITTAL	REQUIRED SUBMITTAL TYPE									
		SD	D	P	Q	C	OM	W	SP	T	O
SC (9)	Construction Schedule										X
SC (18) A	Safety Plan Compliance Document										X
SC (20) b	List of Materials		X								
C-106-2.1	Barricades			X							
SC (24)	Record Drawings										X
SC (25)	Operation & Maintenance Manuals						X	X			
108-2.2	Cable No. 8, 5 kV			X							
108-2.3	#8 Ground			X							
L-108-2.2	#12 THWN-2 Cable			X							
L-108-2.3	#12 THWN-2 Ground			X							
108-2.4	Cable Connections			X							
108-2.5	Splicer Qualifications			X							
108-2.8	Cable Identification Tags			X							
108-2.9	Tapes			X							
108-2.10	Electrical Coating			X							
108-2.12	Detectable Warning Tape			X							
L-110-2.2	Seal-Tite Flexible Conduit			X							
130-2.2	AWOS III with Sensors			X							
130-2.2	AWOS III Operator Terminal & Equipment			X							
130-2.3	AWOS Output Media			X							
L119-2.2	Obstruction Light			X							
L-119-2.2	Photocell			X							
L-109-2.1	New Panel			X							

Note: This submittal list is provided for the contractor's convenience and may not represent ALL submittals required by the contract documents. Contractor is ultimately responsible for identifying and providing ALL required submittals.		SD Shop Drawings D Data/List of Materials P Product catalog sheets C Certifications Q Quality Control Submittals OM Operation and Maintenance Manuals W Warranty Over One Year Period SP Spare Parts T Training O Other									
REQUIRED SUBMITTAL LIST											
SPEC. SECTION	ITEM REQUIRING A SUBMITTAL	REQUIRED SUBMITTAL TYPE									
		SD	D	P	Q	C	OM	W	SP	T	O
L-109.2.1	New Circuit Breakers			X							

Appendix III

Engineer's Report

ENGINEER'S REPORT

PLACERVILLE AIRPORT
PLACERVILLE, EL DORADO COUNTY, CALIFORNIA

INSTALL NEW AWOS ON EXISTING TOWER

AIP NO. 3-06-0188-024-2024

AUGUST 21, 2025
REVISED MARCH 17, 2026



Prepared By:



ENGINEER'S REPORT
PLACERVILLE AIRPORT
PLACERVILLE, EL DORADO COUNTY, CALIFORNIA
INSTALL NEW AWOS ON EXISTING TOWER
AIP NO. 3-06-0188-024-2024

TABLE OF CONTENTS

Report

I.	INTRODUCTION.....	1
II.	JUSTIFICATION.....	1
III.	LAYOUT.....	2
IV.	AUTOMATED WEATHER OBSERVING SYSTEM (AWOS III).....	2
V.	CONSTRUCTION SPECIFICATIONS.....	3
VI.	CONSTRUCTION SCHEDULING AND PHASING	5
VII.	CONSTRUCTION SAFETY AND PHASING PLAN.....	6
VIII.	QUALITY CONTROL/QUALITY ASSURANCE.....	6
IX.	ENGINEER'S ESTIMATE.....	6

Tables

Table No. 1 Engineer's Estimate

Plates

Plate No. 1 Construction Safety and Phasing Plan

Exhibits

Exhibit No. 1 FAA Aeronautical Study Determination Letter



R. DAMON BRANDLEY, PE

BRANDLEY
ENGINEERING

MELISSA BRANDLEY, PE

August 21, 2025

**PLACERVILLE AIRPORT
PLACERVILLE, EL DORADO COUNTY, CALIFORNIA**

INSTALL NEW AWOS ON EXISTING TOWER

AIP NO. 3-06-0188-024-2024

ENGINEER'S REPORT

I. INTRODUCTION

The County of El Dorado, with Federal assistance through the Airport Improvement Program (AIP) of the Federal Aviation Administration, proposes to replace their existing Automatic Weather Observation System (AWOS III) equipment with new AWOS III gauges, instruments, and equipment. The existing system is 16 years old and is difficult to maintain operational.

The engineering design for this work is being partially funded under AIP No. 3-06-0188-024-2024. All items of work are eligible for AIP funding.

The office of Brandley Engineering in Loomis, California is responsible for the design of this project. This Engineer's Report describes the basis of design for this work, airport operational safety, proposed schedules, and engineer's estimate.

II. JUSTIFICATION

The existing AWOS at Placerville Airport is old, difficult to maintain, and replacement parts are often difficult to obtain. Expensive equipment maintenance provides only temporary solutions,

which would be eliminated with the new AWOS. This project would improve the safety of the airport by increasing the reliability of the AWOS system and its data.

III. LAYOUT

The location of the work to be performed is shown on Plate No. 1, Construction Safety and Phasing Plan.

The existing AWOS at Placerville Airport is old and difficult to maintain. It is proposed to remove the AWOS sensors from the existing AWOS, install new AWOS sensors on the existing AWOS tower and foundations, installing new cable in existing duct from existing electrical vault at the segmented circle to the existing AWOS site, and installing new AWOS equipment in the Airport Manager's Office.

The existing AWOS is powered by a 240 V circuit and is a shared circuit with the windcone and runs in the same conduit bank and pull boxes as the runway and taxiway circuit (mixing medium voltage with low voltage) with 5KV cable. Proper grounding is missing in a portion of the circuit. The existing circuit will remain in place to the windcone and become a dedicated wincone circuit. The existing circuit from the windcone to the AWOS will be removed. A new dedicated AWOS circuit and grounding will be installed in existing spare conduits with 5KV cable to meet code requirements when ran in the same conduit bank as the runway and taxiway circuits. A new circuit breaker and labeling will be installed. The existing panel at the AWOS site is aging and the busses are jumpered together, limiting the voltage to 120V. This panel will be removed and replaced with a new panel at the AWOS site. A new obstruction light and obstruction light circuit will be installed on the existing AWOS tower. The electrical system has been designed in compliance with the California Electrical Code (CEC) and applicable FAA standards.

IV. AUTOMATED WEATHER OBSERVING SYSTEM (AWOS III)

The new Automated Weather Observation System (AWOS III) equipment will be required to meet the criteria of F.A.A. Advisory Circular 150/5220-16E and Order No. 6560.20, latest edition. This

project will include all equipment to be furnished and installed at the AWOS site on the existing tower and concrete pads and Terminal Building. The major items included are listed below:

AWOS III Site

- Wind Sensor (Speed, Directions, Gusts)
- Temperature / Dew Point Sensor
- Dual Pressure Sensor (Altimeter, Density Altitude)
- Visibility Sensor
- Precipitation Sensor
- Cloud Height Sensor
- Day/Night Detector
- Data Collection Platform

Terminal Building

- Central Data Processor
- Remote Display System
- Uninterruptible Power Source (UPS)
- Audible and Visual Alarms
- Telephone Dial Up Access
- UHF Radio Antenna
- VHF Transmitter
- Nadin Interface

The AWOS system has been sited in accordance with the Federal Aviation Administration requirements for an airport without an instrument landing system. The FAA approved Aeronautical Study Determination Letter is included in Exhibit 1. The 30-foot AWOS tower at Placerville Airport is located in the south-central portion of the airport immediately south of Runway 5-23 near the Runway 5 end. The tower is 170 feet south of the centerline of Runway 5-23. The tower is well below critical surfaces for the runway at this airport. The top of this tower is lighted with obstruction lights in accordance with F.A.A. regulations.

The existing AWOS III gauges, instruments, and equipment will be replaced with new AWOS III gauges, instruments, and equipment in this project. The new AWOS III gauges, instruments, and equipment will be installed on existing foundations and the existing tower.

V. CONSTRUCTION SPECIFICATIONS

The specifications for this project have been prepared utilizing the F.A.A. Standards for Specifying Construction of Airports published as Advisory Circular 150/5370-10H. Those sections

of these specifications applicable to this project have been included in their entirety in the construction specifications.

Some additions or modifications to the FAA Standards have been made and coordinated with the FAA San Francisco ADO and Western Regional Office. Modification of Standards (MOS) have been submitted to the FAA Western Regional Office for review and approval for new items to be included in these specifications. Some modifications were noted as not requiring a MOS, but they must be noted in the Engineer's Report. The modifications and FAA Western Regional Office responses are summarized below:

Item C-106 – Marking and Lighting of Closed Airport Facilities (Added Specification)

– The Contractor is required to furnish, place, and maintain barricades and closed runway X's during the construction of this project. The F.A.A. Standards do not include a specification for this work. This section of the specifications includes details of barricades and closed runway X's to be furnished, placed, and maintained and a lump sum method of measurement and basis of payment for this item. Payment for this work will be made on a monthly basis based on the percentage completion of the total project.

FAA Response: MOS was approved by FAA Headquarters for a different airport.

Item L-108 – Underground Power Cable for Airports (Modified Specification) – The modified specification includes the following:

- a) 108-2.4 Cable Connections, d. The Taped Splice - Deleted heat shrink tubing. Added: "Electrical coating shall be Scotchkote as manufactured by 3M or approved equal" to the taped splice description.
- b) 108-3.5 Splicing, d. Taped Splices - Deleted heat shrink tubing. Added: "Electrical coating shall be Scotchkote as manufactured by 3M or approved equal."

FAA Response: "MOS not required. Changes should be noted in the Engineer's Report"

Item L-110 – Airport Underground Electrical Duct Banks and Conduit – The modified specification includes the following:

- a) A material specification for flexible metal conduit was added for use to provide a conduit up the AWOS tower to the obstruction light.

FAA Response: "MOS not required. Changes should be noted in the Engineer's Report"

Item L-130 – Automated Weather Observation System (AWOS III) (Added Specification) – This project consists of the replacement of the existing AWOS III sensors with new AWOS III sensors on the existing tower. The FAA Standard Specifications do not include a specification for this type of work. This section of the specifications contains

details of the materials, installation, and payment for the AWOS III installation. All items are specified to conform to FAA Advisory Circulars 150/5220-16E and 150/5345-53.

FAA Response: No MOS required as it is a FAA Standard System. Note in the Engineer's Report.

VI. CONSTRUCTION SCHEDULING AND PHASING

It has been specified that the construction of the total project will be completed in forty five (45) working days to allow for ordering and delivery of the AWOS equipment. Included in the forty-five (45) working days, the Contractor will have fifteen (15) on-site working days to complete the work. Upon receipt of Notice to Proceed, the Contractor will be required to promptly order County and Engineer approved materials, equipment, and supplies for the work. After the materials have been ordered, the contract time will be suspended until the Contractor receives all designated long-lead materials. Contract time will be resumed on the date specified by the County following Contractor's written notice to County that all long-lead materials have been received and verified for accuracy and conformance with the contract documents. Upon resumption, the remaining contract time, including the fifteen (15) on-site working days, will be used to complete the work.

Certain elements of this project must be coordinated and completed within shorter timeframes in order to minimize the operational impacts to the Airport, as follows:

Phase 1-1 – The installation of the new AWOS power and ground from the electrical vault to PB 3. This phase will require closure of the portion of Taxiway C on the tie down apron.

Phase 1-2 – The installation of the new AWOS power and ground from PB3 to the wind cone will require the closure of the runway and must be accomplished in one working day.

Phase 1-3 – The removal of the existing AWOS and installation of the new AWOS may occur while the contractor is working in Phase 1-1 and Phase 1-2. All work in this phase will be performed outside the runway safety area.

Apron, taxiway, and runway closures will only be in place during working days and working hours. The existing or new AWOS system may only be out of service for a maximum of 3 consecutive weeks. The runway, taxiway, NAVAIDs and AWOS tower obstruction light must be operational each night.

VII. CONSTRUCTION SAFETY AND PHASING PLAN

A Construction Safety and Phasing Plan has been prepared for this project, which is based on the guidance of FAA Advisory Circular 150/5370-2F, "Operational Safety on Airports During Construction." The purpose of this Construction Safety and Phasing Plan (CSPP) is to provide the contractor and project manager guidance for compliance with Federal Aviation Administration (FAA) rules and regulations, and associated requirements of the County of El Dorado regarding access onto air operations areas of Placerville Airport during the construction of this project. This CSPP is included in Appendix A of the specifications. A copy of the Construction Safety and Phasing Plan has been included in this report as Plate No. 1, Construction Safety and Phasing Plan.

The specifications require the Contractor to prepare and obtain approval of a Safety Plan Compliance Document (SPCD) based on the requirements of the CSPP and certify that all his operations will conform to the CSPP.

VIII. QUALITY CONTROL/QUALITY ASSURANCE

There will be no Quality Control (QC) requirements of the Contractor during the construction of this project. The Owner is responsible for Quality Assurance (QA) to confirm that all work has been performed in accordance with the plans and specifications. The Contractor is encouraged to provide quality control on all materials and construction operations to assure quality materials and conformance with specifications. A Required Submittals List has been included in the specifications in Appendix B.

IX. ENGINEER'S ESTIMATE

The Engineer's Estimate has been prepared for this project and is included in Table No. 1. All items of work are eligible for Federal participation.

TABLE NO. 1

**PLACERVILLE AIRPORT
PLACERVILLE, EL DORADO COUNTY, CALIFORNIA**

NEW AWOS III ON EXISTING TOWERS

ENGINEER'S ESTIMATE

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization	L.S.	L.S.	L.S.	\$ 24,000
2	Marking and Lighting of Closed Airport Facilities	L.S.	L.S.	L.S.	15,000
3	Remove and Replace AWOS III Sensors on Existing Tower, Complete (L-130)	L.S.	L.S.	L.S.	185,000
4	Power feed to AWOS: (2) #8 5KV Airfield Lighting Cable and (1) #8 THWN-2 Ground (L-108)	Ln. Ft.	750.0	8.00	6,000
5	Power feed to tower obstruction light: (2) #12 THWN-2 and (1) #12 THWN-2 Ground (L-108)	Ln. Ft.	350.0	3.00	1,050
6	Miscellaneous Vault Work (L-109)	L.S.	L.S.	L.S.	2,500
7	Removal and Replacement of Panel at AWOS Site (L-109)	L.S.	L.S.	L.S.	4,000
8	1/2" Seal-Tite Flexible Conduit (L-110)	Ln. Ft.	350.0	10.00	3,500
9	Removal and Replacement of Obstruction Light on AWOS Tower (L-119)	L.S.	L.S.	L.S.	3,000
	Total Construction Cost				\$ 244,050
				Use	245,000



Federal Aviation Administration
Air Traffic Airspace Branch, AJV-A5
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2025-AWP-10-NR
Prior Study No.
2023-AWP-7-NR

Issued Date: 08/04/2025

TO:
El Dorado County, Chief Administrative Office
Sherrie Busby
3501 Airport Road, Suite 1
Placerville, CA 95667
sherrie.busby@edcgov.us

TO:
Brandley Engineering, Inc
Melissa Brandley
6125 King Rd., Suite 201
Loomis, CA 95650
melissa@brandleyeng.com

RE: (See attached Table 1 for referenced case(s))

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Airport Name	Facility Name	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (feet)	AMSL (feet)
2025-AWP-10-NR	2023-AWP-7-NR		PVF AWOS	Placerville, CA	38-43-19.94N	20-45-25.20W	33	2619

Description:

We do not object to the alteration described in this proposal provided:

You comply with the requirements set forth in FAA Advisory Circular 150/5370-2, "Operational Safety on Airports During Construction."

The AWOS location provided is approved. Changes in equipment location or new installation may impact approach minimums or visibility. Subsequent request for reduced minima must be submitted through IFP Gateway Portal for processing (https://www.faa.gov/air_traffic/flight_info/aeronav/procedures/).

Your proposal impacts the following National Airspace System (NAS) equipment:

PVF AWOS

The proponent shall notify the FAA's Air Traffic Organization (ATO) Planning and Requirements (P&R) Service Area office a minimum of 45 days prior to the "physical construction start date" for this project. Submit FAA Form entitled Airport Sponsor Strategic Event Submission Form including all date, time and/or duration changes via email to 9-AJV-SEC- WSA@faa.gov.

A separate notice to the FAA is required for any construction equipment, such as temporary cranes, whose working limits would exceed the height and lateral dimensions of your proposal.

This determination does not constitute FAA approval or disapproval of the physical development involved in the proposal. It is a determination with respect to the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground.

In making this determination, the FAA has considered matters such as the effects the proposal would have on existing or planned traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property on the ground, and the effects that existing or proposed manmade objects (on file with the FAA), and known natural objects within the affected area would have on the airport proposal.

EXHIBIT 1

This determination expires on February 4, 2027 unless extended, revised or terminated by the issuing office.

If we can be of further assistance, please contact our office at 1-206-231-2959. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2025-AWP-10-NR.

kasandra.brown@faa.gov
Specialist

Attachment A

Specifications

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

Paragraph Number	Term	Definition
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

Paragraph Number	Term	Definition
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory

Paragraph Number	Term	Definition
		to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the County of El Dorado.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

Paragraph Number	Term	Definition
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of

Paragraph Number	Term	Definition
		aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

Section 20 has been moved to the Instructions to Bidders.

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified in the Instructions to Bidders, Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 180 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance

with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (1), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. The Special Provisions are listed below in the order of preference. These documents shall govern in the following order:

- 1st - County of El Dorado Contract and a Change Order to that Contract
- 2nd - Addendum to Request for Bids
- 3rd - Attachment A - Specifications
- 4th - Attachment C – Construction Plans
- 5th - Appendix I - CSPP
- 6th - Attachment B – Special Conditions
- 7th - Appendix II – Required Submittals List
- 8th - FAA General Contract Provisions
- 9th - County of El Dorado General Provisions
- 10th - FAA Specifications and Advisory Circulars

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their

employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format: .CSV File

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Accuracy of surveys shall be to the thousandths of a foot.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that

the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. Refer to Article 22, Resolution of Claims, of the Contract, and Article 4.3, Claims, of the Conditions of the Contract.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

None

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet 2 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. Refer to Article 8, INDEMNITY, of the Contract.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings

shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Utility Service or Facility	Person to Contact (Name, Title, Address & Phone)	Owner's Emergency Contact (Phone)
Gas, Electric	Pacific Gas and Electric 4550 Business Drive Cameron Park, CA 95682 (530) 621-9950	(800) 743-5000

Utility Service or Facility	Person to Contact (Name, Title, Address & Phone)	Owner's Emergency Contact (Phone)
Telephone	AT&T	
Water	El Dorado Irrigation District 4025 Latrobe Road El Dorado Hills, CA 95762 (916) 941-4500	(530) 622-4513 (916) 965-0930
Potable Water, Sewer	City of Placerville Placerville Town Hall 549 Main Street Placerville, CA 95667	(530) 642-5232 (530) 642-5200

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Article 8, Insurance and Bonds, of the Conditions of the Contract.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 30 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations in accordance with the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner. Upon receipt of the NTP, Contractor shall promptly order materials, equipment, and supplies required for the Work in accordance with (i) the Contract Documents and (ii) an any approved procurement schedule. Contractor shall not order materials requiring Submittal review until the relevant Submittals are approved, unless County authorizes early procurement in writing. Any early procurement prior to approval is at Contractor's sole risk and expense. Contractor shall provide written notice to County when long lead materials are received (with delivery documentation). Immediately upon delivery, Contractor shall inspect and verify materials for conformance with the Contract Documents and approved Submittals and shall promptly notify County of any discrepancies. Nonconforming materials shall be segregated, clearly identified, and handled per the Contract Documents at no additional cost to County. If materials are stored offsite, storage must comply with industry standards and County requirements (security, weather protection, inventory control, and access for inspection). After issuance of the materials order, the Contract Time shall be suspended in writing by County until the Contractor receives all designated long lead materials listed in the approved procurement schedule. This suspension is non compensable. Liquidated damages do not accrue during this suspension. During the suspension, Contractor shall: (a) diligently prosecute procurement; (b) furnish copies of purchase orders, acknowledgments, shipping confirmations, and delivery tickets; (c) update County weekly on lead times, factory status, and logistics; and (d) promptly propose substitutions if any item becomes unavailable or experiences extraordinary delay. Contract Time shall resume on the date specified by County in writing following Contractor's written notice to County that all long lead materials have been received and verified for accuracy and conformance with the Contract Documents. Upon resumption, the remaining Contract Time, including the fifteen (15) on site Working Days, shall be used to complete the Work.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal. If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations. The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

AOA	Time Periods AOA Can be Closed	Type of Communications Required When Working in AOA	Control Authority
Runway 5-23, Taxiways, Apron	Taxiway C Across Apron – Phase 1-1 Runway, T/Ws A, B, C, D & F – Phase 1-2	Two-Way Radio Tuned to 122.800 MHz	Airport Manager

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction.

The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the

Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of working days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on working days.

Contract time based on working days shall be calculated weekly by the Resident Project Representative (RPR). The RPR will furnish the Contractor a copy of their weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).

The weekly statement of contract time charged is based on the following considerations:

(1) Time will be charged for days on which the Contractor could proceed with scheduled work under construction at the time for at least six (6) hours with the normal work force employed on such items. When normal work force is a double-shift, use 12 hours; and when the normal work force is on a triple-shift, use 18 hours. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the scheduled work items under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The RPR will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The RPR will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The RPR will not make charges against the contract time after the date of final acceptance as defined in Section 50, paragraph 50-14, *Final Acceptance*.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth their own objections to the RPR's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the Section 20, paragraph 20-05, Interpretation of Estimated Proposal Quantities. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

80-07.2 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Total Project	\$3,000/working day	45 working days

The maximum construction time allowed for all stages shown in the Special Conditions and the Construction Safety and Phasing Plan will be the sum of the time allowed for individual schedules but not more than 45 working days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and Termination of Contract. This subsection has been moved to the Draft Contract for Construction Services, Article 16.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.

Term	Description
	Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR’s order.

Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, Acceptance and Final Payment.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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Item L-108 Underground Power Cable for Airports

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in

accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 Cable. Underground cable for airfield lighting facilities (runway and taxiway lights and signs), or where 240V circuit cables will be in same conduit and/or junctions with 5KV airfield lighting cables, shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods). Wire for counterpoise or ground installations for airfield lighting systems not required for this project. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods are not required for this project.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. A cast splice, employing a plastic mold and using epoxy resin equal to that manufactured by 3M™ Company, "Scotchcast" Kit No. 82-B, or an approved equal, used for potting the splice is acceptable.

b. The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

c. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The taped or heat-shrink splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Electrical coating shall be Scotchkote as manufactured by 3M or approved equal.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equal, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 Splicer qualifications. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 Concrete. Not applicable to this project.

108-2.7 Flowable backfill. Not applicable to this project.

108-2.8 Cable identification tags. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 Tape. Electrical tapes shall be ScotchTM Electrical Tapes –ScotchTM 88 (1-1/2 inch (38 mm) wide) and ScotchTM 130C[®] linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3MTM), or an approved equal.

108-2.10 Electrical coating. Electrical coating shall be ScotchkoteTM as manufactured by 3MTM, or an approved equal.

108-2.11 Existing circuits. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 Detectable warning tape. Not applicable to this project.

CONSTRUCTION METHODS

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 Installation in duct banks or conduits. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 Installation of direct-buried cable in trenches. Not applicable to this project.

108-3.4 Cable markers for direct-buried cable. Not applicable to this project.

108-3.5 Splicing. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together and the cable end of the connector shall be finished by wrapping with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint and one layer of electrical coating Scotchkote manufactured by 3M or approved equal.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by wrapping with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint and one layer of electrical coating Scotchkote manufactured by 3M or approved equal.

d. Taped. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching

tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Electrical coating Scotchkote as manufactured by 3M or approved equal shall be installed following manufacturer's instructions.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 Bare counterpoise wire installation for lightning protection and grounding. Not applicable to this project.

108-3.7 Counterpoise installation above multiple conduits and duct banks. Not applicable to this project.

108-3.10 Testing. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than **50** megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed **25** ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved “repair” procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 CABLE installed in duct bank or conduit shall be measured by the number of linear feet installed, ready for operation, and accepted as satisfactory. Separate measurement shall be made for each bundle of cables installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack. Cable testing is incidental to cable pay item.

Per linear foot of a power feed is total feet of the bundle of cables installed. Example, if three wires are installed in a 50 ft. section of conduit, the linear ft. measurement for the bundle of cables is 50 ft.

BASIS OF PAYMENT

108-5.1 CABLE. Payment will be made at the contract unit price for cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, necessary to complete this item.

Payment will be made under:

Item L-108-5.1	Power feed to AWOS: (2) #8 5KV Airfield Lighting Cable and (1) #8 THWN-2 Ground – per Linear Foot
Item L-108-5.2	Power feed to tower obstruction light: (2) #12 THWN-2 and (1) #12 THWN-2 Ground – per Linear Foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems

American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

Federal Aviation Administration Standard

FAA STD-019E	Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment

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Item L-109 Airport Transformer Vault and Vault Equipment

DESCRIPTION

109-1.1 This item shall consist of the modification of all the existing distribution panel in the vault including labelling and connecting of new circuit. This work shall also include the marking and labeling of equipment and the labeling or tagging of wires; and the furnishing of all incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

109-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be certified in AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be provided in electronic pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-3.1 Electrical vault building. Not applicable to this project. Vault building is existing.

109-3.3 Precast concrete structures. Not applicable to this project.

109-3.4 Reinforcing steel. Not applicable to this project.

109-3.5 Brick. Not applicable to this project.

109-3.6 Rigid steel conduit. Not applicable to this project.

109-3.7 Plastic Conduit and fittings. Not applicable to this project.

109-3.8 Lighting. Not applicable to this project.

109-3.9 Outlets. Not applicable to this project.

109-3.10 Switches. Not applicable to this project.

109-3.11 Paint. Not applicable to this project.

109-3.12 Ground bus. Not applicable to this project.

109-3.13 Square duct. Not applicable to this project.

109-3.14 Ground rods. Not applicable to this project.

109-3.15 Vault prefabricated metal housing. Not applicable to this project.

109-3.16 FAA-approved equipment. Not applicable to this project.

109-3.17 Other electrical equipment. Distribution transformers, oil switches, cutouts, relays, terminal blocks, transfer relays, distribution panels, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications and ACs shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers (IEEE) or the National Electrical Manufacturers Association (NEMA). When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and plans. Equipment selected and installed by the Contractor shall maintain the interrupting current rating of the existing systems or specified rating whichever is greater.

109-3.18 Wire. Wire (in conduit) rated up to 5,000 volts shall be per AC 150/5345-7, Specification for L-824 Underground Electrical Cables for Airport Lighting Circuits. For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type THWN-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

a. Control circuits. Unless otherwise indicated on the plans, wire shall be not less than No. 12 American wire gauge (AWG) and shall be insulated for 600 volts. If telephone control cable is specified, No. 19 AWG telephone cable per ANSI/Insulated Cable Engineers Association (ICEA) S-85-625 specifications shall be used.

b. Power circuits.

(1) 600 volts maximum – Wire shall be No. 12 AWG or larger and insulated for at least 600 volts.

(2) 3,000 volts maximum – Not applicable.

(3) Over 3,000 volts-Wire shall be No. 8 AWG or larger and insulated for at least the circuit voltage.

109-3.19 Short circuit / coordination / device evaluation / arc flash analysis. Not applicable to this project.

CONSTRUCTION METHODS

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-4.1 General. Construction of a new vault is not applicable to this project.

INSTALLATION OF EQUIPMENT IN VAULT OR PREFABRICATED METAL HOUSING

109-5.1 General. The Contractor shall modify existing equipment in the vault as shown in the plans.

The equipment modification shall comply with the requirements of the National Electrical Code and local code agency having jurisdiction. All electrical work shall comply with the NEC and local code agency having jurisdiction including the separation of under 600V work from 5,000V work.”

109-5.2 Power supply equipment. Not applicable to this project.

109-5.3 Switchgear and panels. Oil switches, fused cutouts, relays, transfer switches, panels, panel boards, and other similar items shall be furnished and installed at the location shown in the plans or as directed by the RPR. New panel for power to AWOS shall be NEMA 3R and lockable.

109-5.4 Duct and conduit. Not applicable to this project.

109-5.5 Wiring and connections. The Contractor shall make all necessary electrical connections in the vault per the plans and as directed by the RPR. In wiring to the terminal blocks, the Contractor shall leave sufficient extra length on each control lead to make future changes in connections at the terminal block. This shall be accomplished by running each control lead the longest way around the box to the proper terminal. Leads shall be neatly laced in place.

109-5.6 Marking and labeling. All equipment, control wires, terminal blocks, etc., shall be tagged, marked, or labeled as specified below:

a. Wire identification. The Contractor shall furnish and install self-sticking wire labels or identifying tags on all control wires at the point where they connect to the control equipment or to the terminal blocks. Wire labels, if used, shall be of the self-sticking preprinted type and of the manufacturer’s recommended size for the wire involved. Identification -markings designated in the plans shall be followed. Tags, if used, shall be of fiber not less than 3/4 inch (19 mm) in diameter and not less than 1/32 inch (1 mm) thick. Identification markings designated in the plans shall be stamped on tags by means of small tool dies. Each tag shall be securely tied to the proper wire by a nonmetallic cord.

b. Labels. The Contractor shall stencil identifying labels on the cases of regulators, breakers, and distribution and control relay cases with white oil paint as designated by the RPR. The letters and numerals shall be not less than one inch (25 mm) in height and shall be of proportionate width. The Contractor shall also mark the correct circuit designations per the wiring diagram on the terminal marking strips, which are a part of each terminal block.

109-5.7 Removal and Disposal. All equipment removed as a part of this project to become the property of the contractor and shall be properly disposed of off-property.

METHOD OF MEASUREMENT

109-6.1 The quantity of items to be paid for under this item shall not be measured for they are lump sum.

BASIS OF PAYMENT

109-7.1 Payment will be made at the contract unit lump sum price for each completed and accepted pay item below. This price shall be full compensation for furnishing and/or removing all materials and for all preparation, assembly, and installation of these materials, disposal of equipment where required, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item L-109-7.1	Miscellaneous Vault Work – per Lump Sum
Item L-109-7.2	Removal and Replacement of Panel at AWOS Site – per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
AC 150/5345-49	Specification L-854, Radio Control Equipment;
AC 150/5345-53	Airport Lighting Equipment Certification Program

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/ICEA S-85-625	Standard for Telecommunications Cable Aircore, Polyolefin Insulated, Copper Conductor Technical Requirements

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM C62	Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C90	Standard Specification for Loadbearing Concrete Masonry Units
ASTM D2823	Standard Specification for Asphalt Roof Coatings, Asbestos Containing
ASTM D4479	Standard Specification for Asphalt Roof Coatings – Asbestos-Free

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation) Institute of Electrical and Electronic Engineers (IEEE)
IEEE 1584	Guide for Performing Arc-Flash Hazard Calculations

Master Painter's Institute (MPI)

MPI Reference #9 Alkyd, Exterior, Gloss (MPI Gloss Level 6)

Underwriters Laboratories (UL)

UL Standard 6 Electrical Rigid Metal Conduit – Steel

UL Standard 514B Conduit, Tubing, and Cable Fittings

UL Standard 514C Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers

UL Standard 651 Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings

UL Standard 651A Type EB and A Rigid PVC Conduit and HDPE Conduit

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

NFPA-70E Standard for Electrical Safety in the Workplace

NFPA-780 Standard for the Installation of Lightning Protection Systems

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Item L-110 Airport Underground Electrical Duct Banks and Conduits

DESCRIPTION

110-1.1 This item shall consist of above-ground electrical conduits installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all above-ground electrical conduits.

EQUIPMENT AND MATERIALS

110-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 Liquid-Tight Flexible Metal Conduit. Liquid-Tight Flexible Metal Conduit (LFMC) and fittings shall be hot dipped galvanized on the metal core and PVC jacketed to provide a watertight seal and conform to the requirements of Underwriters Laboratories Standards UL 360. The appropriate fittings and connectors must be used to maintain the liquid-tight performance of the conduit. When using LFMC conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions.

110-2.3 Plastic conduit. Not applicable to this project.

- 110-2.4 Split conduit.** Not applicable to this project.
- 110-2.5 Conduit spacers.** Not applicable to this project.
- 110-2.6 Concrete.** Not applicable to this project.
- 110-2.7 Precast concrete structures.** Not applicable to this project.
- 110-2.8 Flowable backfill.** Not applicable to this project.
- 110-2.9 Detectable warning tape.** Not applicable to this project.

CONSTRUCTION METHODS

110-3.1 General. The Contractor shall install conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed.

- 110-3.2 Duct banks.** Not applicable to this project.
- 110-3.3 Underground conduits without concrete encasement.** Not applicable to this project.
- 110-3.4 Markers.** Not applicable to this project.
- 110-3.5 Backfilling for conduits.** Not applicable to this project.
- 110-3.6 Backfilling for duct banks.** Not applicable to this project.
- 110-3.7 Restoration.** Not applicable to this project.
- 110-3.8 Ownership of removed cable.** All removed cable/wire shall become the property of the contractor and shall be appropriately disposed of off airport property.

METHOD OF MEASUREMENT

110-4.1 Conduits shall be measured by the linear feet of conduits installed, including any required mounting hardware, measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	1/2" Seal-Tite Flexible Conduit- per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)

Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
UL Standard 360	Liquid-Tight Flexible Metal Conduit
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

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Item L-119 Airport Obstruction Lights

DESCRIPTION

119-1.1 This item shall consist of furnishing and installing obstruction lights per these specifications. Included in this item shall be the furnishing and installing of wood poles, steel or iron pipes, or other supports as required in the plans or specifications and in accordance with the requirements in advisory circular (AC) 70/7460-1, Obstruction Marking and Lighting

This item shall also include the furnishing and installing of all necessary insulators, pole steps, pole cross arms, and the painting of poles and pipes. In addition, it includes the furnishing and installing of all lamps and, if required, the furnishing and installing of insulating transformers, the servicing and testing of the installation and all incidentals necessary to place the lights in operation as completed units to the satisfaction of the RPR including the removal of existing obstruction lights as shown on the plans.

EQUIPMENT AND MATERIALS

119-2.1 General.

a. Airport lighting equipment and materials covered by specifications shall be certified under AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in the project that accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. submitted electronically in pdf format, tabbed by specification section The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from final acceptance by the Owner.

The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

119-2.2 Obstruction lights. The obstruction lighting assembly shall be Type L-810 dual LED obstruction lights with photocell meeting the requirements of AC 150/5345-43, Specification for Obstruction Lighting Equipment.

119-2.3 Isolation transformers. Where required for series circuits, the isolation transformers shall conform to the requirements of AC 150/5345-47, Specification for Series to Series Isolation Transformers for Airport Lighting Systems.

119-2.4 Transformer housing. Transformer housings, if specified, shall be per AC 150/5345-42, Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories.

119-2.5 Conduit. Conduit shall be per specification section L-110-2.2.

119-2.7 Electrical wire and cable. For ratings up to 600 volts, see specification L-108. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal. Overhead line wire from pole to pole, where specified, shall be per American National Standards Institute/Insulated Cable Engineers Association (ANSI/ICEA) S-70-547-2007.

119-2.8 Miscellaneous. Paint, poles, pole steps, insulators, and all other miscellaneous materials necessary for the completion of this item shall be new and first-grade commercial products. These products shall be as specified in the plans or specifications.

CONSTRUCTION METHODS

119-3.1 Placing the obstruction lights. The Contractor shall furnish and install double-obstruction lights as specified and shown in the plans. The obstruction lights shall be mounted on poles, buildings, or towers at approximately the location shown in the plans. The exact location shall be approved by the RPR in accordance with AC 70/7460-1, Obstruction Marking and Lighting.

119-3.2 Installation on poles. Not applicable to this project.

119-3.3 Installation on beacon tower. Not applicable to this project.

119 3.4 Installation on buildings, towers, smokestacks, etc. Where obstruction lights are to be installed on buildings or similar structures, the installation shall be made per the details shown in the plans. The hub of the obstruction light shall be not less than one foot (30 cm) above the highest point of the obstruction except in the case of smokestacks where the uppermost units shall be mounted not less than 5 feet (1.5 m), nor more than 10 feet (3 m) below the top of the stack. Conduit supporting the obstruction light units shall be fastened to wooden structures with galvanized steel pipe straps and shall be secured by 1-1/2 inch (38 mm) No. 10 galvanized wood screws. Conduit shall be fastened to masonry structures by the use of expansion shields, screw anchors, or toggle bolts using No. 10, or larger, galvanized wood or machine screws. Conduit fastened to structural steel shall have the straps held with not less than No. 10 roundhead machine screws in drilled and tapped holes. Fastenings shall be approximately 5 feet (1.5 m) apart. Three coats of paint shall be applied (one prime, one body, and one finish coat) with color per Federal Specification 595, international orange, number 12197 paint to all exposed material installed.

119-3.5 Series isolation transformers. Not applicable to this project.

119-3.6 Wiring. The Contractor shall furnish all necessary labor and materials. The Contractor shall make complete electrical connections from the underground cable or other source of power per the wiring diagram furnished with the project plans. If underground cable is required for the power feed and if duct is required under paved areas, the cable and duct shall be installed per and paid for as described in Item L-108,

Underground Power Cable for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduit.

119-3.7 Lamps. The Contractor shall furnish and install in each unit one or two lamps that are per the manufacturer's requirements. Provide two lamp sets as spares.

119-3.8 Tests. The installation shall be fully tested by continuous operation for not less than 1/2 hour as a completed unit prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

METHOD OF MEASUREMENT

119-4.1 The quantity of obstruction lights will not be measured for it is lump sum.

BASIS OF PAYMENT

119-5.1 Payment will be made at the contract unit price for each completed obstruction light installed, in place by the Contractor, and accepted by the RPR. This price shall be full compensation for removal and disposal of existing obstruction light and appurtenances, and for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-119-5.1	Removal and Replacement of Obstruction Light on AWOS Tower – per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 70/7460-1	Obstruction Marking and Lighting
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housing, Junction Boxes, and Accessories
AC 150/5345-43	Specification for Obstruction Lighting Equipment
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-53	Airport Lighting Equipment Certification Program

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/ICEA S-70-547	Standards for Weather-Resistant Polyolefin Covered Connectors Commercial Item Description (CID)
A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)

Federal Standard (FED STD)

FED STD 595 Colors used in Government Procurement

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

Underwriters Laboratories (UL)

UL Standard 6 Electrical Rigid Metal Conduit – Steel

UL Standard 514B Conduit, Tubing, and Cable Fittings Nonmetallic Outlet Boxes, Flush-
Device Boxes, and Covers

UL Standard 651 Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings

UL Standard 651A Type EB and A Rigid PVC Conduit and HDPE Conduit

UL Standard 1242 Electrical Intermediate Metal Conduit - Steel

END OF ITEM L-119

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ITEM L-130 AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS III)

Description

130-1.1 This item shall consist of removing the existing AWOS III sensors and installing new AWOS III sensors on the existing AWOS tower and foundations in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The sensors shall be installed at the location and in accordance with the dimensions, design, and details shown in the plans. This item shall include the removal of the existing AWOS sensors and the furnishing of all equipment, materials, services, and incidentals necessary to place the new system in operation as completed units to the satisfaction of the RPR.

The existing AWOS III uses a central data processor located in the Airport Manager's office to broadcast AWOS information. This shall be removed and a new central data processor system installed in the Airport Manager's office.

The AWOS III system shall be furnished and installed by an F.A.A.-approved manufacturer listed in Advisory Circular 150/5345-53, latest edition. The AWOS equipment, installation, and certification shall conform to FAA Advisory Circular 150/5220-16E, and to these specifications.

EQUIPMENT AND MATERIALS

130-2.1 General.

a. Unless otherwise noted, all material and equipment shall be new, of the type, capacity and quality specified, and free from defects. Material shall bear the label of or be listed by the Underwriters' Laboratories unless of a type for which label or listing service is not provided.

b. Unless specified otherwise, all materials and equipment shall be manufactured and assembled in the United States of America. Materials shall be of the same brand or manufacture throughout for each class of material or equipment wherever possible.

c. Equipment shall be the product of a manufacturer who has, for a period of not less than five (5) years, been in the successful manufacture of the equipment and who has a nationally distributed catalog covering ratings and specifications of said equipment.

d. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The RPR reserves the right to reject any and all equipment, materials or procedures which, in the RPR's opinion, do not meet the system design and the standards and codes specified herein.

f. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

g. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein. The following information shall contain, but not be limited to, the following:

- System Description. The system description identifies and catalogs the hardware components to the level of the smallest field-replaceable module and describes computer software. The principles of system operation are described using schematics, block diagrams, and flow diagrams. For peripheral devices, the performance parameters are included along with the name and address of the original manufacturer.
- Material and Equipment Submittal. Complete submittals of all materials and equipment proposed to be used in this contract shall be submitted in such detail that the RPR can determine if these materials and equipment meet specification and F.A.A. requirements.
- Installation Drawings and Details. Drawings setting forth the installation of all materials and equipment shall be submitted in such detail that the RPR can determine that these materials and equipment will be installed in accordance with the specifications and the F.A.A. requirements.
- Checkout Manual. This document shall thoroughly describe checkout procedures to be followed by the technician at the installation site.

h. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least one (1) year from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall be responsible to maintain an insulation resistance of 50 megohms minima connected in new circuits and new segments of existing circuits through the end of the contract warranty period.

130-2.2 Automated Weather Observation System (AWOS III). The AWOS III sensors shall conform to the requirements of AC 150/5220-16E, current edition. This item shall include all equipment to be furnished and installed at the existing AWOS site. The major items are as follows:

a. AWOS Site Equipment.

(1) Weather Sensors: Weather sensors shall conform to all of the requirements of F.A.A. Advisory Circular 150/5220-16E, including the general and individual performance standards, operating environment, and performance tests. The weather sensors to be included in the contract and those proposed to be added in the future consist of the following:

- Dual pressure sensors for measuring pressure and reporting altimeter settings to pilots.
- Wind data sensors measuring speed, direction, and gusts.
- Temperature sensors, dew point sensors, and sensors to report altitude density.
- Visibility sensors.
- Cloud-height sensors.
- Rain gauge complete wind screen only required if ground installation of rain gauge is proposed

(2) An existing wireless transmission system is currently located in the airport manager's office and is used to receive wireless communications from the existing AWOS. The contractor shall provide and install a new reliable wireless communication system that is compatible with the new AWOS

for use as a data link between the AWOS site and the central data processor. Contractor may utilize the Airport's existing FCC license for existing AWOS wireless communication system. Contractor shall be responsible for acquiring any additional licenses for the airport required for the transmission of this data (FCC license, permits, etc...).

(3) Contractor shall replace existing AWOS III gauges, instruments, and equipment with new AWOS III gauges, instruments, and equipment. The new AWOS III equipment, gauges and instruments shall be installed on existing foundations and tower. A new UPS shall be installed at the AWOS that is capable of providing backup power to the system for 1 hour.

b. Airport Manager's Office – An Operator Terminal (OT) is currently in place in the Airport Manager's Office. This OT shall be removed and replaced with new equipment located in the Airport Manager's office. The new OT shall conform to the requirements of FAA Advisory Circular 150/5220-16E, and include the following:

- Central Data Processor consisting of a central processor, a high-resolution display terminal, a hard disk drive, USB readers, a keyboard, a printer (or the capability to download data to a USB for printing on existing airport printers), and a mouse.
- Remote Display System connected to the central data processor and controlled by the central data processor, which includes a central processor and a display.
- Uninterruptible Power Source (UPS) to supply emergency power in the event of a power outage. The UPS shall have the capability of powering the system components for a minimum of one hour.
- Speaker/Earphone to monitor the AWOS transmissions. This unit shall have an on-off switch and volume control. The unit shall have the capability of switching off the speaker when the earphone is being used.
- Audible and Visual alarms shall be furnished and installed in the location designated by the RPR. The alarms shall be powered from the operator terminal. The audible alarm shall have an adjustable sound volume between 0 and 85 db. The visual alarm shall show a red signal not less than one (1) inch in diameter. The alarms shall activate when any one segment of the reporting data is missing continuously for five (5) consecutive minutes or the AWOS system fails to report data for five (5) consecutive minutes.
- Telephone Dial up Access. The system shall include an automatic telephone answering device that will permit user access to the voice message or digital data. The incoming call shall be answered prior to completion of the second ring, and the audio signal in progress at the time the call is received shall be placed online. The voice subsystem shall automatically disconnect when the weather observation has been completely transmitted twice.
- Wireless communication equipment to the AWOS equipment in the field. System shall be a reliable wireless system that can communicate to the AWOS equipment at all times. The equipment shall provide a reliable signal in all weather conditions, including high winds, heavy snow, heavy rain, fog, etc.. Contractor may utilize the Airport's existing FCC license for existing AWOS wireless communication. Contractor shall be responsible for acquiring any additional required licenses or permits for this system to operate at the airport, including FCC licenses if applicable.
- VHF Transmitter shall be installed to broadcast the output of the AWOS data. The output shall be a 600-ohm balanced line that is fed to a radio transmitter for ground-to-air messages. The system can key the transmitter on and off to save power and extend its life. A VHF radio shall be installed for transmission of the voice message to aircraft. The output will be

broadcast via a separate VHF transmitter. The Airport's AWOS frequency is 128.125 MHz. with a valid FCC license that may be used for the new AWOS.

Channel Spacing 25 KHz

RF Power Output Nominal 5 watts, at the transmitter 10 watts
maximum (under unusual circumstances, only
with FAA approval). Note: No compensation
should be necessary to allow for antenna feed
line losses.

Frequency Stability±0.001% (-30 to +60 C)

Emission Type 6A3

Spurious and Harmonic

Emissions.....80 db minimum up to 90% modulation

- NADIN Interface shall be connected to the central data processor. A 60-day subscription to the NADIN reporting shall be included by the contractor. The County will take over subscription costs after the first 60 days.

130-2.3 AWOS Output Media. The output for the AWOS system is as follows:

a. Reported by a computer-generated voice which is transmitted to pilots via a discrete very high frequency (VHF) transmitter. The transmission is continuous. Transmission is on the frequency of 128.125 MHz.

The mode of operation is Mode 2. This mode consists of the AWOS operating on a 24 hour/day basis with the automated weather observations updated on a minute-by-minute basis. In addition, the system has the capability to append a manually recorded NOTAM to the automated voice reports.

b. Video display located in Airport Manager's office – to be removed and replaced with a new video display located in Airport Manager's office in this contract.

c. Dial-up telephone access located in Airport Manager's office – to be removed and replaced with a new telephone access located in Airport Manager's office in this contract.

d. Operator terminal located in Airport Manager's office – to be removed and replaced with a new operator terminal located in Airport Manager's office in this contract.

e. Remote maintenance monitor located in Airport Manager's office – to be removed and replaced with new remote maintenance monitor located in Airport Manager's office in this contract.

f. Audible and visual alarms located in Airport Manager's office – to be removed and replaced with new audible and visual alarms located in Airport Manager's office in this contract.

g. International Aviation Routine Weather Format (METAR). The AWOS shall meet all METAR format requirements. All AWOS data output to the National Weather Network shall be in the METAR format.

h. FAA Weather Message Switching Center Replacement (WMSCR) Network. The AWOS shall meet all WMSCR format requirements and have WMSCR connectivity.

i. Message Display – The AWOS shall have the capability of broadcasting sponsor messages input to the system by microphone installed in Airport Manager's office.

130-2.4 Conduit/Duct. Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

130-2.5 Cable and Counterpoise. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

130-2.6 Tape. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 33 and 88 respectively, as manufactured by 3M Company or an approved equal. Electrical coating shall be Scotchkote as manufactured by 3M Company or approved equal.

130-2.7 Cable Connections. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

130-2.8 Isolation Transformers. Not used.

130-2.9 Concrete. Not Used.

130-2.10 Material Substitutions.

a. Specific brand names mentioned shall establish standards of performance and quality and the phrase "or approved equal" shall be implied unless otherwise noted.

b. Substitute materials shall be equal in quality and utility to those specified. Approval of substitute material shall be regarded as general only and shall not relieve the Contractor from complying with the requirements of the Drawings and Specifications; the Contractor shall be responsible, and at his own expense, for any damage caused by proposed substitutions which affect other parts of his own work or the work of other contractors.

c. One proposed substitution will be allowed for each item. No consideration will be given to substitutions past the 20-day limit. Should the original submittal of a proposed substitution be rejected, the specified item shall be furnished.

INSTALLATION

130-3.1 General. The AWOS is a permanent facility and sensors shall be installed in accordance with applicable code requirements. It shall be installed by a technician who is fully qualified in electronic applications who has a knowledge of the operations, testing and maintenance of the AWOS and is either a maintenance technician employed at the manufacturer's factory, or has been certified by the FAA. The procedures in the manufacturer's FAA approved Installation and Checkout Manuals shall be performed.

If service transfer and a power shutdown is required in the vault, the Owner's representative shall be notified forty eight (48) hours before shutdown of the existing service. The service transfer shall be made within the 3 consecutive weeks allotted for service outage of existing or new AWOS.

130-3.2 Product Handling.

a. Contractor shall be responsible for delivery, storage, protection and placing of all equipment and materials.

b. Protection. Contractor shall protect from damage during construction work and materials of other trades as well as electrical work and material. Electrical equipment stored and installed on job site shall be protected from dust, water, or any other damage.

130-3.4 Rules and Regulations.

a. All work and materials shall be in full accordance with the latest rules and regulations of the California Administrative Code, Title 24, State Building Standards, National Electrical Code, Local City and

County Code, applicable regulations of local utility companies, E.U.S.E.R.C. Standards, and General Order 95 of the Public Utilities Commission, and any other applicable laws or regulations.

b. Nothing in these drawings or specifications is to be construed to permit work not conforming to the above codes.

c. Drawings and/or specifications shall take precedence when work and material called for exceed code requirements.

130-3.5 Drawings and Specifications.

a. Information presented in the specifications and on the drawings are as exact as could be secured but their extreme accuracy is not guaranteed. The Drawings and Specifications are for the assistance and guidance of the Contractor, and exact locations, distances, levels, etc., will be governed by the site, and the Contractor shall accept same with this understanding.

b. The drawings indicate schematically the existing layouts of equipment, accessories, and wiring systems. The new AWOS III sensors and equipment shall be mounted on the existing tower, supports, and/or piers or slabs. Other drawings and actual field conditions shall be examined, noting all conditions that may affect this work. Report conflicting conditions to the RPR for adjustment before proceeding with work. Contractor may request to change the layout of the new AWOS and equipment per the manufacturer's requirements and shall submit any requested changes to the Airport for approval. No additional payment will be made for the AWOS for any changes required by the Manufacturer.

c. Minor changes may be made, providing change is ordered before equipment and wiring systems or work directly connected to same are installed and no extra materials are required.

130-3.6 Workmanship. Good workmanship shall be evidenced in the installation of all electrical materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent. The requirements of the codes are minimum standards. The recommendations of the National Electrical Contractors Association Standard of Installation shall be followed except where otherwise specifically directed.

130-3.7 Cleaning. After all other work has been accomplished, panelboards, switchboards, and all other electrical equipment shall be cleaned of all dirt, grease, plaster, paint, or other marks.

130-3.8 Electrical Work for Equipment Provided by Others. Provide all necessary electrical connections to all equipment furnished by others. Obtain specific wiring requirements and connection points to perform electrical work.

130-3.9 Manufacturer's Directions. Follow manufacturer's directions where these directions cover points not included on the Drawings or in the Specifications.

130-3.10 Miscellaneous Equipment. This Contractor shall provide all conduit, conductors, disconnects, wire, and connections for power and controls for equipment requiring electrical services.

130-3.11 Grounding, Bonding, and Lightning Protection. The AWOS shall be grounded in accordance with the manufacturer's instructions and FAA Advisory Circular 150/5220-16E. Grounding of all other equipment shall conform to the requirements of the National Electric Code and these specifications. No separate payment shall be made for grounding of the equipment.

a. Provide grounding and bonding for all electrical equipment in accordance with the applicable codes, rules and regulations. Permanently and effectively ground all raceway systems, supports, cabinets, panels, motor frames, lightning fixtures, grounding type receptacles and utilization apparatus. Obtain good contact between conduit, tubing and fittings, cabinets, outlet boxes, and equipment.

b. Ground the service and enclosure and the secondary side of on-site transformer. Provide bonding conductor inside flexible metal conduit. All non-metallic raceways exclusive of telephone shall contain a bonding conductor properly bonded to equipment at either end and to metallic portions of the same raceway.

130-3.12 Tests. Test all wiring and connections for continuity and grounds before any fixtures or equipment are connected, and where such tests indicate faulty insulation or other defects, they shall be located, repaired and tested again at the Contractor's expense. Electrical loads shall be balanced at the panelboards and motors shall be checked for correct rotation.

AWOS COMMISSIONING

130-4.1. Prior to final payment to the Contractor, the AWOS shall be tested, certified and commissioned by the Federal Aviation Administration. The AWOS facility will be formally commissioned by the FAA before it becomes part of the National Airspace System. At least 120 days prior to the anticipated commissioning date, the Owner will notify the FAA regional Flight Standards division so that routine revisions may be made to the instrument approach procedures. As the system approaches operational readiness, the Owner will request a commissioning ground inspection, which will be conducted by regional Airway Facilities (AF) personnel. This inspection requires participation of the manufacturer and the Owner's maintenance representative. The commissioning inspection consists of the tests and checks in subparagraph a through d, a review of the operations and maintenance documents on file at the facility, and recording of facility performance data which will be retained as commissioning documentation in the FRDF.

a. Installation. The procedures in the FAA-approved Installation and Checkout Manuals shall be performed. An FAA AF representative will verify that the AWOS checkout procedures have been performed. Any discrepancies found during this inspection must be rectified before the facility will be commissioned.

b. Performance Test. The AWOS manufacturer and Owner's maintenance representative will operate the system and will measure all system performance parameters described in the maintenance manual. These parameters are recorded on a Facility Equipment Data and Adjustment Form and retained at the facility as commissioning documentation.

c. Flight Inspection. An AWOS utilizes a discrete frequency transmitter and is not required to undergo a flight inspection.

d. Notification of the AWOS Program Office. Following successful completion of the commissioning inspection, the FAA regional non-Federal AWOS coordinator shall notify the FAA program office of the commissioning date, broadcast frequency, voice access telephone number, system owner, and maintenance arrangements.

OPERATOR TRAINING

130-5.1 One year of manufacturer provided maintenance and certifications shall be included with the first year of warranty at no additional cost to the owner. Contractor is still required to train the airport staff on the operation of the new AWOS and associated computers and equipment.

OPERATION AND MAINTENANCE MANUALS

130-7.1 Three (3) copies of the documentation described in the following paragraphs shall be submitted by the manufacturer to the RPR for operation and maintenance of the system.

- System Description.

- Maintenance Manual.
- Installation and Checkout Manual.
- Operating Instructions.
- Annual System Revalidation Plan.

These documents are intended to assist the AWOS owner in operating and maintaining the system. They shall be provided as bound separate manuals. The items may be cross-referenced to avoid duplication, but the elements of each portion of each document should be clear. (For example, the maintenance procedures that are performed during the annual system revalidation must be explicitly referenced.) If the manufacturer modifies the initially approved configuration, the supporting documentation must be revised to reflect the approved change and three (3) copies of the approved documents shall be submitted to the RPR.

a. System Description. The system description identifies and catalogs the hardware components to the level of the smallest field-replaceable module and describes computer software. The principles of system operation are described using schematics, block diagrams, and flow diagrams. For peripheral devices, the performance parameters are included along with the name and address of the original manufacturer.

b. Manufacturer's Maintenance Manual. The manufacturer's maintenance manual shall contain a comprehensive maintenance program to be implemented by the Owner to ensure reliable and accurate performance over the life of the system. As a minimum, the program will define all maintenance activities which are required within a period of 5 years and a recommended frequency (e.g., quarterly, annually) for each operation. The following topics should be addressed in the maintenance manual:

(1) *Maintenance Procedures:* The manual shall contain a step-by-step procedure for each scheduled (i.e., periodic) and unscheduled (repair) maintenance operation. It shall discuss calibration methods, troubleshooting procedures, suggested spare parts, and shall identify all test equipment required. This document shall also include the detailed procedures (e.g., the keystrokes) followed by the maintenance technician when using the Operation Terminal to perform maintenance on the system.

(2) *System Performance Parameters:* The manual shall contain a complete listing of the test points, sensor outputs, waveforms, and other parameters which indicate system performance and that may be measured in the field. If these quantities are field-adjustable, then an initial value (for use during initial certification) and an operating tolerance (for use during the annual verification) shall be given. The key system parameters shall also be identified, i.e., those values which best indicate system performance and that therefore should be checked most frequently. The frequency of scheduled maintenance actions (e.g., monthly, quarterly, annually) shall also be given.

(3) *Data Recording Forms:* The manual shall contain two forms designed to aid the system owner in recording the system performance data described in subparagraph (2). The Comprehensive Facility Performance and Adjustment Data form is to be completed at system commissioning, after major repair work, and during the annual system revalidation. The form shall contain space to record the performance of all significant system parameters with additional space to detail any repair work completed. The Technical Performance Record shall contain space for the key parameters only and is intended for use after a scheduled maintenance visit to the facility. Both forms contain the date of action, the facility name and location, and other identifying data. These forms shall be maintained in the Facility Reference Data File.

c. Installation and Checkout Manual. This document shall thoroughly describe the installation and checkout procedures to be followed by the technician at the installation site.

d. Operating Instructions. Provides detailed instructions on operation of the system. This document will provide guidance and instructions for operation of the installed mode; it will explain the procedures when using the Operator Terminal to augment or to back up the AWOS or to disseminate NOTAM information.

e. Annual System Revalidation Plan. This plan shall contain the manufacturer's recommended procedures to conduct an annual inspection of the facility in order to verify that it is operating within tolerance.

WARRANTY

130-8.1 The manufacturer will submit a statement certifying that the following minimum warranty will be provided for the equipment at the time of certification by the FAA:

"This equipment has been manufactured and will perform in accordance with requirements of FAA Advisory Circular 150/5220-16E. Any defect in design, materials, or workmanship which may occur during proper and normal use during a period of one year from date of installation or a maximum of two years from shipment will be corrected by repair or replacement by the manufacturer f.o.b. factory."

METHOD OF MEASUREMENT

130-9.1 The AWOS III sensors to be paid for under this item shall consist of removing the existing AWOS sensors, and the installation of the new AWOS III sensors and all equipment furnished and installed, connected and accepted as a complete unit ready for operation. The method of measurement will be a single lump sum price.

BASIS OF PAYMENT

130-10.1 The basis of payment for removal of the existing AWOS sensors and installation of the new AWOS III sensors shall be lump sum. This lump sum price shall be full compensation for removing the existing AWOS sensors, and furnishing and installing the new AWOS III sensors complete in place, ready for operation and commissioned by the FAA. This lump sum price shall include all labor, tools, equipment, and all manuals and personnel training and all other incidentals to complete the work. This lump sum item shall include furnishing and installing of all materials and equipment at the AWOS site and in the Airport Manager's Office. It includes all items that are not listed to be paid for under other units of work in this contract.

Payment will be made under:

Remove and Replace AWOS III Sensors on Existing Tower, Complete	-	Lump Sum

Referenced Standards

AC 70/7460-1	Obstruction Marking and Lighting
AC 150/5220-16	Automated Weather Observation Systems (AWOS) for Non-Federal Applications
AC 150/5345-53	Airport Lighting Equipment Certification Program

AC 150/5345-43 Specification for Obstruction Lighting Equipment

ASTM A 185 Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement

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FAA GENERAL CONSTRUCTION ITEMS

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more

than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Not applicable.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization - Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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ITEM C-106 MARKING AND LIGHTING OF CLOSED AIRPORT FACILITIES

Description

106-1.0 GENERAL. The construction of this project requires certain areas of the airfield to be closed to aircraft and operational traffic. Closure of these areas must be in accordance with construction plans. Marking of closed airfield facilities, temporary facilities, and contractor haul routes must be in accordance with these specifications and F.A.A. Advisory Circulars No. 150/5340-1, current edition, "Standards for Airport Markings", 150/5370-2, current edition, "Operational Safety on Airports During Construction" and the Construction Safety and Phasing Plan.

The airport will not be closed during construction of this project and aircraft operations on the aprons and taxiways must be allowed and protected.

All existing runway lights, taxiway lights, NAVAIDs and all power, control, and communication cables must be maintained in operation at all times for those facilities which are not closed under this contract.

Closed Airport Facility Marking

106-2.1 BARRICADES. Any area that is closed for aircraft or vehicular traffic must have lighted barricades placed across the pavement as shown on the plans. These barricades must be maintained in good condition at all times during the closure or they must be repaired or replaced as directed by the RPR.

In accordance with the Construction Safety and Phasing Plan, the Contractor must designate haul roads to construction areas and block access to construction areas by use of suitable lighted barricades. On all airfield pavement, no part of the barricade or light must extend ten (10) inches above the paved surface. Maximum spacing between barricades must be four (4) feet. Each barricade must have two solar-powered lights with red lenses each controlled by photocells such that they are on at night and off during the day. Barricades must be painted alternate orange and white diagonal striping. These lighted barricades must remain in place until such time as the new construction is open to traffic.

The Contractor must furnish, place, and maintain all barricades and flashing units for this project. Contractor must supply batteries, sand bags, and all maintenance for the barricades.

Barricades must be securely fastened or weighted so that they will not be disturbed by high winds or jet blast.

Barricades must be located as shown on the plans and as directed by the Resident Project Representative (RPR). At the completion of the project, all barricades must be removed from the site.

106-2.2 AIRFIELD GUIDANCE SIGN COVERS. Not applicable

106-2.3 RUNWAY CLOSURE MARKERS. The contractor shall place and maintain Owner-furnished closed runway markers on both thresholds of the runway(s) when it is closed.

The markers must be yellow Runway Closure Marker X conforming to FAA AC 150/5340-1, current edition.

Contractor must furnish and install all fasteners or weights required to hold the crosses in place. Contractor must supply all maintenance for the runway closure markings. Prior to removal of the crosses all materials and equipment must be moved from the runway and the runway surface cleaned of all deleterious material.

Contractor must remove the crosses as required. At the completion of the project, contractor must return the crosses to the Airport.

Method of Measurement

106-3.1 Method of measurement for marking and lighting of closed Airport facilities will be Lump Sum.

Basis of Payment

106-4.1 Payment will be made at the contract lump sum price for marking and lighting of closed airport facilities.

This lump sum price will be full compensation for furnishing all labor, materials, tools, and incidentals necessary to perform this item of work including but not limited to furnishing, placing, maintaining, and removing barricades and runway closure markers.

Payments will be made for marking and lighting of closed airport facilities on a monthly basis with the monthly progress payments. The percentage of marking and lighting of closed airport facilities payment made will be equal to the percentage of total project, completed, as determined by the Engineer.

Payment will be made under:

Item 106 – 4.1	Marking and Lighting of Closed Airport Facilities - Lump Sum

**** END OF SECTION ****

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STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed

by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Attachment B

Special Conditions

(1) LOCATION

The site of the work is at the Placerville Airport in Placerville, El Dorado County, California. Prior to the submission of his/her bid, each bidder shall acquaint himself/herself with local conditions, including but not limited to roads available, source of materials, water, electric power, the relation of the finished grade to the existing grade, and conditions of existing pavements, including haul routes.

(2) WORK TO BE DONE

The work to be done under this contract consists of the following work at the Placerville Airport in Placerville, El Dorado County, California. The work to be done under this contract consists of furnishing all materials, plant and equipment, and performing all necessary labor in accordance with the prepared plans, specifications, and special provisions as directed by the County of El Dorado or its authorized representative, as follows:

- Remove AWOS sensors from existing AWOS.
- Install new AWOS sensors on existing AWOS tower and foundations.
- Install new cable in existing duct from existing electrical vault to existing AWOS site.
- Install new AWOS equipment in Airport Terminal Building.

(3) PLANS AND SPECIFICATIONS

The work shall conform to all items included in the Request for Bids for Install New AWOS on Existing Tower at the Placerville Airport, Bid #2025-0156.

In case of conflict between the Construction Plans, provisions, and other contract documents, these documents shall govern in the following order:

- 1st - County of El Dorado Contract and a Change Order to that Contract
- 2nd - Addendum to Request for Bids
- 3rd - Attachment A – Specifications
- 4th - Attachment C - Construction Plans
- 5th - Appendix I – CSPP
- 6th - Attachment B – Special Conditions
- 7th - Appendix II – Required Submittals List
- 8th - FAA General Contract Provisions
- 9th - County of El Dorado General Provisions
- 10th - FAA Specifications and Advisory Circulars

(4) LAWS TO BE OBSERVED

In addition to the general requirements included in Item 70-01 of the FAA General Provisions, Contractor's attention is directed to, and Contractor shall be responsible for conducting the project in compliance with all laws of the State of California governing the construction of public works, including, without limitation, the following:

- a. The California Health and Safety Code and all applicable administrative code regulations adopted pursuant thereto.

- b. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.
- c. Title XIX of the California Code of Regulations entitled, "Public Safety," Chapter 1, State Fire Marshal, subchapter 1, "General Fire and Panic Safety".
- d. General Industrial Safety Orders. Contractor, and all subcontractors, shall observe and conform to the provisions of Title VIII of the California Code of Regulations relating to safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.
- e. Rules and regulations of local utilities.
- f. Local City and/or County ordinances.
- g. Code rules and safety orders. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the National Board of Fire Underwriters; the National Electrical Code; State Industrial Accident Commission's Safety Orders; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations.
- h. The Contractor shall conform to the requirements of Section 4216 of the Government Code, as latest amended, relating to subsurface installations.

All of the above laws and regulations are expressly incorporated in this contract, and are as much a part of the Contract Documents as if they were incorporated in their entirety in these general provisions.

Nothing in the specifications is to be construed to permit work not conforming to the above, and expense in compliance with the above work shall be borne by the Contractor. Whenever the specifications and working details require higher standards or larger sizes than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is the Contractor's responsibility to keep informed regarding the requirements of all applicable laws and to obey them, and Contractor agrees by execution of the Contract Documents to do so at his/her sole cost, expense, and risk.

All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/Division of Occupational Health and Safety (OSHA) rules and regulations.

Contractor warrants that Contractor and each of his/her subcontractors shall, in performance of this contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The Contractor assumes full and total responsibility for compliance with Cal/OSHA standards by his/her subcontractors as well as by the Contractor. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the Contractor. Contractor shall save, keep and hold harmless the Owner, and all officers, employees, and agents thereof, from all liabilities, costs, or expenses, in law or in equity, that may at any time arise or be set up because of Contractor's or a subcontractor's non-compliance or alleged non-compliance with Cal/OSHA requirements. Nothing contained herein shall be deemed to prevent the Contractor and his/her subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of his/her responsibility to the Owner as hereinabove set forth.

(5) LAWS AFFECTING PUBLIC WORKS

Attention to bidders is called to necessity of being familiar with the various Federal, state and local laws affecting public work, especially (but not limited to) those laws relating to hours of employment, minimum wages, payment of wages, sanitary and safety conditions for workers, worker's compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Federal monies are to be utilized by Owner for this Project, and Contractor shall comply with applicable regulations and hold harmless the Owner for its failure to comply. Certain of those provisions are set forth herein. The existence of these provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these contract documents.

(6) LIMITS OF CONSTRUCTION

The Contractor's personnel and equipment shall be limited to the construction areas as shown on the plans. Contractor agrees to implement such security measures as are necessary to assure compliance with Federal Aviation Administration, State, and local airport regulations. Access to runways, taxiways and aircraft parking aprons for any reasons other than construction will not be permitted.

(7) PROGRESS OF WORK AND TIME OF COMPLETION

All work under this contract including inspection and approval shall be completed within forty-five (45) working days, as called for in the Notice to Bidders and Instructions to Bidders. The counting of working days shall be in accordance with Attachment A - Specifications, Section 80-2, Notice to proceed (NTP).

Certain elements of this project must be coordinated and completed within shorter timeframes in order to minimize the operational impacts to the Airport, as follows:

Phase 1-1 – The installation of the new AWOS power and ground from the electrical vault to PB 3.

Phase 2 – The installation of the new AWOS power and ground from PB3 to the wind cone will require the closure of the runway and must be accomplished in one working day.

Phase 3 – The removal of the existing AWOS and installation of the new AWOS may occur while the contractor is working in Phase 1-1 and Phase 1-2.

Contractor shall be allowed a total of fifteen (15) on-site working days to complete the on-site work.

Contractor shall coordinate access to the electrical vault with the Airport Manager and RPR. Airport power shutdown shall be scheduled a minimum of forty-eight (48) hours in advance. All power for airfield lighting shall be operational at the end of the working day. Contractor shall remain on site until airfield lighting check is completed.

Contractor is allowed a maximum of 3 consecutive weeks with the existing or new AWOS out of service. New or existing obstruction light must be operational each night.

If said Contractor shall be delayed in said work by the acts or neglect of said Owner, or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner agrees to in writing.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

(8) LIQUIDATED DAMAGES.

Liquidated damages will be charged against the Contractor in the amount of three thousand dollars (\$3,000) per day for each consecutive working day after the specified construction time that the Contractor uses to complete the entire project. In determining the number of days the contract, or portions thereof, remain incomplete, the completion date shall be the date of recommendation of acceptance of work and materials by the Resident Project Representative (RPR).

(9) CONSTRUCTION SCHEDULE

The sequence of construction shall be as shown on the plans or as directed by the RPR. A critical path method (CPM) construction schedule is required to be submitted. This schedule shall show the proposed construction schedule for various items and phases of work and shall also provide space to show the current status of the work. This schedule shall show both calendar and working days on the construction timeline and show the start date and end date.

The Contractor shall submit the schedule for approval. No work shall be started until the construction schedule has been approved.

The Contractor shall maintain a copy of this schedule on the project site. This schedule shall be updated and submitted to the RPR for approval weekly.

The cost of preparing, submitting, maintaining, and updating the schedule shall be considered as included in the various items of work and no additional compensation will be made therefor.

(10) CLOSURES OF RUNWAYS, TAXIWAYS AND APRONS

It will be necessary at various times during construction of this project to close the runway, taxiways, and aprons, as follows:

Work Phase	Contractor's Work	Contractor's Work Area	Facility Closure	Comments
1-1	Install New AWOS Power and Ground from Electrical Vault to PB3	Electrical Vault to PB3 at Tiedown Apron	Taxiway C Across Apron	Day Only Closure
1-2	Install New AWOS Power and Ground from PB3 to Wind Cone	Access to PB4 and PB5 in the Runway Safety Area	Runway, Taxiways A, B, C, D, & F	Runway Closure One Day Only
1-3	Remove Existing AWOS and Install New AWOS	AWOS Site, Electrical Vault, and Terminal Building	No Closures – Flagger or escort to Monitor Runway, Taxiway, and Apron Crossings	All work Outside of Runway Safety Area

- Work Zone 1-1 will require closure of the portion of Taxiway C on the tiedown apron in order to access PB-3. Barricades shall be placed by Contractor as shown on the plans. Contractor shall reopen closed taxiway each night.
- Work Zone 1-2, which is located in the taxiway and runway safety area, will require the closure of Runway 5-23 when the Contractor is working at Pullboxes 4 and 5. Runway crosses and barricades closing access to the work area shall be in place prior to the start of any work in Phase 1-2. Contractor shall coordinate with RPR and Airport to schedule runway closure and issue the required NOTAMs. Work in Zone 1-2 shall be completed in one working day.
- Work Zone 1-3 is the remaining work area that consists of the AWOS and wind cone sites outside the runway object free area and the Terminal Building. Work in Zone 1-3 may occur while Contractor is working in Zone 1-1 and Zone 1-2. Work in Zone 1-3 will not require closure of runway or taxiways but will require Airport trained flaggers with ground to air radio to monitor aircraft traffic and control construction traffic crossing Runway 5-23 and Taxiway A from the apron to the AWOS site. See the Construction Safety and Phasing Plan, Sheet No. 2, for locations of flaggers.

Lighted barricades shall be erected at the locations as shown on the Construction Safety and Phasing Plan, Sheet 2 of the construction plans, and as directed by the RPR. The barricades shall be placed prior to the start of construction operations each day and removed when the Contractor is not working in that area

During construction of Phase 1-2 Contractor shall place and set up Airport-furnished crosses on Runway 5-23 each workday morning and remove them at the end of the end of each working day. The RPR or FAA Tech Ops will shut down all airport lighting and NAVAIDs prior to placement of crosses and energize airport lighting and NAVAIDs after removal of crosses. Prior to removal of the crosses all materials and equipment shall be moved from the runway and the runway surface cleaned of all deleterious material.

Contractor shall coordinate with Airport 45 days prior to closing the runway and confirm closure 2 weeks prior and 48 hours prior.

The contractor shall furnish, install, maintain, and remove lighted barricades to assure closure of portions of the Airport as shown on the plans or as directed by the RPR. These barricades are 10" high low-profile water filled barricades. Each barricade has two solar-powered lights with red lenses each controlled by photocells such that they are on at night and off during the day. Contractor shall install Owner-furnished runway closure crosses on the numerals at the ends of Runway 5-23 at all times that the runway is closed during Phase 1-2. Payment for the furnishing, maintaining, operating, and placing of lighted barricades and for placing and maintaining runway closure crosses will be made under Item C-106 of the FAA General Construction Items of these specifications.

The Owner will provide flaggers and radio contact (122.8 MHz) with the aircraft during all construction activities of this project. Contractor shall at all times maintain automobile access to the airport. The Contractor shall provide flaggers and radios and maintain radio contact with the Airport-furnished flagger on 122.8 MHz as directed.

It shall be the Contractor's responsibility to require all personnel to observe the safety requirements of the Airport to restrict all personnel and equipment to the work and storage areas assigned to the Contractor.

Contractor shall submit a plan and schedule at the Preconstruction Conference or two weeks prior to start of construction, whichever is greater. The submitted Staging Plan shall detail location of closed areas, barricade locations, and traffic routes. Contractor shall provide a detailed plan and schedule two weeks prior to working in each stage. The area to be closed shall be barricaded off and no traffic shall enter area until

determined by the RPR. For details of the proposed staging of this work, see the Construction Safety and Phasing Plans, of the construction drawings.

(11) HAULING ROUTES ON AIRPORT PROPERTY

In order to avoid damage to existing pavements and to the adjacent lands, the Contractor's equipment shall be restricted to certain hauling routes as shown on the Construction Safety and Phasing Plan. The road will be open to the Contractor at all times throughout construction. If the Contractor should find that it is desirable to improve this road, he may do so but will receive no payment for any improvements that he may make and must obtain, if applicable, an encroachment permit or road improvement agreement from the County Department of Transportation. It shall be the responsibility of the Contractor to provide adequate safeguards, including flaggers, so that the operation of the Airport will not be hindered. In addition, it shall be the responsibility of the Contractor to repair any damage caused by his equipment to these paved areas. Vehicle loads shall not exceed legal highway load limits.

Access to the construction site will be via Airport Road as shown on the plans. Contractor shall use the airport access gate for all equipment, personnel, and materials that require entrance to the airport.

After the contractor completes the project, the haul road and contractor's storage area shall be returned to the condition that existed prior to start of the project.

(12) CONTRACTOR'S STORAGE AND STAGING AREA

The location has been shown on the Construction Safety and Phasing Plan for the Contractor's storage and staging area. It shall be the responsibility of the Contractor to determine the availability of water, power, gas, and electricity for this area. He shall make all necessary arrangements to provide these services to meet his requirements.

The Contractor shall provide toilet facilities for his personnel in this area. Such facilities shall conform to the requirements of the County of El Dorado Health Department.

At completion of the contract, the Contractor shall remove all plant, equipment, stockpiles, etc., from the work area. Contractor shall restore all storage areas and haul roads to the original condition prior to any work in the area. Contractor shall not receive any separate payment for any of this restoration or clean up.

(13) WATERING

Water, when required, shall be applied at locations, in amounts, and during hours, including nights, as directed by the RPR. An adequate water supply shall be provided by the Contractor. The equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts directed by the RPR.

The Contractor shall develop his/her own water supply for this project and pay all fees and permits as required by local code, ordinance, or law.

No separate payment will be made for watering, but it shall be considered a subsidiary obligation of the Contractor covered under the respective items of work.

(14) MARKING OF CONSTRUCTION EQUIPMENT

All construction equipment shall display orange and white checkered flags, 3'x3'. These flags shall be so located on the equipment as to be plainly visible to all aircraft. During periods of low visibility Contractor vehicles and equipment shall be equipped with an amber flashing beacon mounted on the uppermost part of the vehicle structure.

No equipment shall be parked on or over the paved area of the airfield or within the runway protection zone. Parking areas for equipment will be designated by the RPR.

(15) AIRCRAFT RIGHT OF WAY AND ACCESS

Aircraft shall at all times have the right of way. Aircraft shall have access to all airport facilities at all times except for the areas on which construction operations are being performed as outlined in Article (10) of these Special Conditions. All aircraft shall at all times be protected from all equipment, materials, and dust. Contractor will be required to initiate effective dust control measures as needed at no additional cost to Owner.

(16) PROTECTION OF CABLES, CONTROLS, NAVAIDS, AND WEATHER BUREAU FACILITIES

Due to the critical nature of certain utilities to the operation of the Airport, the following Special Provisions for Protection of Cables, Controls and NAVAIDS shall apply:

The Contractor is hereby informed that there are installed on the Airport certain structural facilities served by underground cable and other electric power cables serving other facilities. Such facilities and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the RPR acting under the orders and instructions of the airport management. Any instructions to the Contractor to clear any given area, at any time, by the RPR or Airport Management (by radio or other means) shall be immediately executed. Construction work shall be commenced in the cleared area only when additional instructions are issued by the proper authorities.

Power and control cables leading to and from any facilities will be marked in the field by the RPR for the information of the Contractor before any work in their general vicinity is started. Thereafter, through the entire time of this construction, they shall be protected from any possible damage, including crossing with unauthorized equipment, etc.

These special provisions intend to make perfectly clear the need for protection of cables and other electrical facilities by this Contractor at all times.

Not less than two full working days prior to performing any excavation, the Contractor shall notify Underground Service Alert (USA) by calling 811. The location of the subsurface installations shall be in accordance with Section 4216 of the Government Code, as latest amended. No excavation shall be performed until the subsurface installations have been located, hand-excavated and identified. These special conditions intend to make perfectly clear the need for protection of cables and other electrical facilities by this Contractor at all times.

The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving airport facilities that are damaged by his/her workers, equipment, or work. Prior approval of the

RPR or of the representative designated by Airport Management must be obtained for the materials, workers, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any airport facilities and cables damaged by this Contractor.

It is recognized that the Owner will incur costs for employees' salaries, engineering fees and otherwise in connection with the damage, inspection and repair of any such damage caused by the Contractor; and consequently that the Owner may incur loss of income by reason of the diversion of aircraft traffic from the airport resulting from interruption of the use of airport facilities; and that such expenses and loss of income are not measurable now and may not be reasonably ascertainable at the time of any incident caused by the Contractor. The Owner and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses or other damages incurred by the Owner. In addition to the obligation of the Contractor to immediately repair any cables or facilities damaged by the Contractor as set forth above, the sum of \$300 for each day or portion of a day that the equipment is inoperable shall be deducted from any money due the Contractor; or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions is not considered a penalty.

(17) AIRPORT SECURITY

During the course of the contract, the Contractor shall be responsible for maintaining security against unauthorized access to the Airport. The Contractor will be held responsible for any fines, damages, or civil penalties filed against the Owner for the Contractor's failure to maintain the regulations set forth herein.

In accordance with the requirements of the Federal Aviation Administration as set forth in FAR 107.11(F), the Contractor shall take all steps necessary to assure Owner that the backgrounds of all employees have been checked to the extent necessary to assure that permitting them unescorted access to any area on the airport controlled for security reasons is appropriate. This background check, to the extent allowable by law, shall include at a minimum references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding 5 years.

All equipment, vehicle and personnel travel shall be restricted to designated work sites.

Only vehicles used for construction purposes shall enter the work boundaries. Contractor personnel may, however, be allowed to park their personal vehicles within a designated staging area as shown on the plans. All vehicles shall have identifying markings on them that show that they are authorized on the Airport. All personnel working on the airport shall wear identification such as badges or hard hats with contractor's logo to show that they are authorized on the airport.

All security measures must be coordinated with Airport Management and the RPR and must be approved prior to implementation.

Only Contractor and subcontractor employees are permitted in the work sites. They must enter and exit the airport and airport operations area only on the haul route shown on the Construction Safety and Phasing Plan.

In the event of an emergency, personnel and equipment shall be moved immediately at the direction of Airport Management or the RPR.

(18) AVIATION SAFETY REQUIREMENTS DURING CONSTRUCTION (AC 150/5370-2G) An Airport Construction Safety and Phasing Plan (CSPP) has been prepared to outline all safety issues related to the proposed construction. This CSPP is included in these specifications as Appendix I.

The Contractor will be required to submit all reports designated in the CSPP and implement all safety measures set forth in this plan.

- A. **SAFETY PLAN COMPLIANCE DOCUMENT** – At the Preconstruction Conference, the Contractor shall present a Safety Plan Compliance Document (SPCD) detailing how he/she will comply with the Construction Safety and Phasing Plan (CSPP). The SPCD should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, “I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:”). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, “No supplemental information,” should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP.

This SPCD shall be submitted to the Owner for approval prior to start of construction and shall include the following:

- (1) **Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
- (2) **Phasing.** Discuss proposed construction schedule elements, including:
 - (a) Duration of each phase.
 - (b) Daily start and finish of construction, including “night only” construction.
 - (c) Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations
 - iii. Modified runway “Aircraft Reference Code” usage.
- (3) **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
- (4) **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.
- (5) **Contractor access.** Provide the following:
 - (a) Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - (b) Listing of individuals requiring driver training (for certificated airports and as requested).
 - (c) Radio communications.

- (i) Types of radios and backup capabilities.
 - (ii) Who will be monitoring radios.
 - (iii) Whom to contact if the Owner cannot reach the contractor's designated person by radio.
- (d) Details on how the contractor will escort material delivery vehicles.
- (6) **Wildlife management.** Discuss the following:
 - (a) Methods and procedures to prevent wildlife attraction.
 - (b) Wildlife reporting procedures.
- (7) **Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.
- (8) **Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.
- (9) **Notification of construction activities.** Provide the following:
 - (a) Contractor points of contact.
 - (b) Contractor emergency contact.
 - (c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - (d) Batch plant details, including 7460-1 submittal.
- (10) **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.
- (11) **Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.
- (12) **Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- (13) **Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.
- (14) **Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
 - (a) Equipment and methods for covering signage and airfield lights.
 - (b) Equipment and methods for temporary closure markings (paint, fabric, other).
 - (c) Types of temporary Visual Guidance Slope Indicators (VGSI).
- (15) **Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.

- (16) **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
- (17) **Protection of runway and taxiway safety areas, including object free areas, obstacle free zones, and approach/departure surfaces.** Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - (a) Equipment and methods for maintaining Taxiway Safety Area standards.
 - (b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- (18) Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

B. GENERAL SAFETY REQUIREMENTS

Throughout the construction project, the following safety and operational practices shall be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The contractor and airport operator shall perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- Contractor, sub-contractor, and supplier employees or any other unauthorized persons must be restricted from entering or remaining in airport area that would be hazardous.
- Construction that is within the safety area of an active runway, taxiway, or apron that is performed under normal operational conditions must be performed when the runway, taxiway, or apron is closed or restricted and initiated only with prior permission from the airport operator.
- The contracting officer, airport operator, or other designated airport representative may order the contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

C. CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE

Before beginning any construction activity, the contractor must, through the airport operator, give notice (using the Notice to Airmen (NOTAM) System) of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must:

- Be aware of and understand the safety problems and hazards described in AC 150/5370-2G, *Operational Safety on Airports During Construction*.
- Conduct activities so as not to violate any safety standards contained in AC 150/5370-2G or any of the references therein.
- Inspect all construction and storage areas as often as necessary to be aware of conditions.
- Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

D. APPROACH CLEARANCE TO RUNWAY

Runway thresholds must provide an unobstructed approach surface ratio over equipment and materials.

E. RUNWAY AND TAXIWAY SAFETY AREA (RSA and TSA)

No construction work will take place in the RSA or TSA or within 60 feet of the centerline of the runway or 24.5 feet of the centerline of the taxiway.

(1) Procedures for protecting runway edges

- Limit construction to no closer than 60 feet from the Runway 12-30 centerline.
- Prevent personnel, material, and/or equipment from penetrating OFZ.
- Coordinate construction activity with the Airport Manager, FAA Regional Airports Office, or Airports District Office and through the airport operator issue an appropriate NOTAM.

Runway	Aircraft Approach Category	Airplane Design Group	RSA Width in Feet Divided by 2
5-23	B	I-Small	60

(2) Procedure for Protecting Runway ends

- Maintain the RSA from the runway threshold to a point at least the distance from the runway threshold as existed before construction activity.
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface as defined in Article 303, "Runway End Siting Requirements," of AC 150/5300-13A.
- Prevent personnel, material and/or equipment, from penetrating the OFZ.
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the Airport Manager, FAA Regional Division Office, and, through the airport operator, issue an appropriate NOTAM.
- No work shall be performed within the OFZ and OFA areas.

Runway End Number	Airplane Design Group	Aircraft Approach Category	Minimum Safety Area Behind Threshold	Minimum Unobstructed Approach Slope
5	I-Small	B	240 feet	20:1
23	I-Small	B	240 feet	20:1

F. CLOSED RUNWAY MARKINGS AND LIGHTING

Closed runway marking is required on Runway 5-23 when the runway is closed during Phase 1-2. Contractor shall furnish, install, maintain, and remove runway closure crosses as required.

G. HAZARDOUS AREA MARKING AND LIGHTING

Hazardous areas will be marked with barricades as shown on the plans. The markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. Each barricade shall have two solar-powered flashing amber lights each controlled by photocells such that they are on at night and off during the day. The hazardous area marking and lighting shall be supplied by the contractor, and are depicted on the plans. Payment for hazardous area marking and lighting will be made under Item C-106 of the FAA General Construction Items.

H. VEHICLE OPERATION MARKING AND CONTROL

- (1) When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it shall be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility should be equipped with a flashing dome type light, the color of which is in accordance with local or state codes.
- (2) It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers that are prominently displayed on each side of the vehicle. The identification symbols should be a minimum 8-inch, block-type characters of a contrasting color, and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, all vehicles must display identification media as specified in the approved security plan.
- (3) Employee parking shall be as shown on the Construction Safety and Phasing Plan and designated by the RPR.
- (4) Access to the job site shall be as shown on the Construction Safety and Phasing Plan and as designated by the RPR.

I. NAVIGATIONAL AIDS

The Contractor must not conduct any construction activity within navigational aids' restricted areas without prior approval from the Owner. Navigational aids include the beacon, AWOS and the VASI on Runway 5 and PAPI on Runway 23. Such restricted areas are depicted on construction plans.

The VASI and PAPI may have short-term daytime outages due to work in the electrical vault. The VASI and PAPI will be operational each night and NOTAMs will be issued for daytime outages. The VASI is FAA owned and requires 45 day prior coordination for shutdown.

J. LIMITATIONS ON CONSTRUCTION

Additional limitations on construction shall include:

- (1) Prohibit open-flame welding or torch cutting operations unless adequate fire safety precautions are provided and these operations have been authorized by the RPR.

- (2) Prominently mark open trenches, excavations, and stockpiled materials at the construction site with alternating orange and white flags and light these obstacles during hours of restricted visibility and darkness.
- (3) Marking and lighting of closed, deceptive, and hazardous areas on airports, as appropriate.
- (4) Constrain stockpiled material to prevent its movement as a result of the maximum anticipated aircraft blast and forecast wind conditions.

K. RADIO COMMUNICATIONS

Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the local Unicom frequency 122.800 MHz and be escorted by a flag person (in radio contact with Unicom). The flagger, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and that the area is properly marked to prevent incursions. Contractor shall monitor Unicom radio on frequency 122.800. Continuous monitoring is required.

L. DEBRIS

Waste and loose material must not be placed in active movement areas. Materials tracked onto these areas must be removed continuously during the work project.

(19) PRECONSTRUCTION CONFERENCE

After full execution of the construction contract by the contractor, and prior to the issuance of a Notice to Proceed, the RPR will schedule a preconstruction conference to review the project with the Contractor, the County, and the FAA, as applicable. The Contractor's representatives at this meeting shall include all upper-level superintendents for the work and may include major subcontractors.

During the meeting, the contractor shall submit to the RPR:

- A. The Contractor's emergency telephone number and the name of the Contractor's emergency contact person
- B. Construction schedule.
- C. Safety Plan Compliance Document.

Construction on this project cannot begin until these submittals have been reviewed and approved.

(20) SUBMITTALS AND/OR SHOP DRAWINGS.

- a) The specifications indicate the desired equipment and materials as to type and quality. Wherever proprietary names are listed in these specifications, it shall be interpreted that the words "or approved equal" follow, unless otherwise specified. The words "or approved equal" shall be interpreted as meaning equal in every respect as determined by the RPR.
- b) Prior to or at the Preconstruction Conference, the Contractor shall submit to the RPR for approval a complete list of all equipment and materials intended to be used on the job. The list shall include the following information for each item.

Name of Item
FAA Specifications Number (If Any)
Manufacturer's Name
Manufacturer's Catalog Number
Size, Type and Rating

Construction on this project cannot begin until these submittals have been reviewed and approved.

- c) Prior to or at the Preconstruction Conference the Contractor shall submit to the RPR for approval the following:

Construction Schedule
Safety Plan Compliance Document

Construction on this project cannot begin until these submittals have been reviewed and approved.

- d) Within five (5) calendar days after RPR's approval of the equipment and materials list, the Contractor shall submit to the RPR for written approval copies of all shop drawings and all equipment and materials submittals. The shop drawings and equipment/materials submittals shall be complete showing all details.
- e) Prior to or at the Preconstruction Conference, the Contractor shall submit to the RPR for approval a Schedule of Values for all Lump Sum items included in the contract. This schedule shall include the item, description, total contract amount, and scheduled payment amounts. The schedule shall be made out in such form as the City, RPR, and Contractor may agree upon and be supported by evidence as to its correctness. This schedule, when approved by the City and the RPR, will be used as the basis for making progress payments on all lump sum items, except for those that have a payment schedule stipulated in their respective specification sections. The Contractor shall take note of the schedules of partial payments that are included in Item C-105, Mobilization, C-106 and Marking and Lighting of Closed Airport Facilities.
- f) The Contractor shall review and sign all shop drawings prior to submitting same for RPR's approval. All shop drawings received without the Contractor's signature will be subject to return without review or comment.

It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the shop drawings or manufacturers' instructions he submits and the Contract Documents. Failure by the Contractor to identify in his/her letter of transmittal any variation, discrepancy, or conflict with the contract drawings may result in the shop drawing or submittal being returned to the Contractor for resubmittal.

- g) The shop drawings shall show completely the work to be done, but approval by the RPR shall not be construed as waiving any of the requirements of the contract and particularly shall not be construed as relieving the Contractor of full responsibility for fitting his/her equipment in the spaces provided; or from responsibility to fulfill the contract at no extra cost to the Owner, within the completion time.

- h) The Contractor shall submit electronic copies of all shop drawings and equipment and materials submittals. Fax submittals will only be acceptable as preliminary submittals and are to be followed up with hard copies.

(21) SUBMITTAL AND SHOP DRAWING APPROVALS

The RPR will review all submittals and shop drawings and return them to the Contractor. If the Contractor's submittal or shop drawings are incomplete or the product submitted does not meet specification requirements, the RPR will reject the submittal or shop drawing and the Contractor will be required to resubmit. Resubmittals shall address all comments from the RPR. Partial resubmittals may be returned without action. The review of the first submittal and one resubmittal on any item will be made by the RPR at no cost to the Contractor. The Contractor will be charged for and shall reimburse the Owner for the RPR's costs of reviewing the second and each subsequent resubmittal. The RPR's costs will be charged to the Owner and deducted from the Contractor's progress payments.

(22) VIDEOTAPING

A minimum of one (1) week prior to start of construction, the Contractor shall have video taken where construction is to take place. Such video records/documentation shall be provided to the RPR before construction commences. These videos shall be narrated and shall serve as a record of existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction and site access and staging areas at sufficient detail and in color as necessary to clearly depict details of existing conditions. All videos shall be indexed and catalogued in such a manner that each photographed area is readily identifiable, and shall also indicate the date and time (hour, minutes, and seconds) on which the video was made. The Contractor shall also have video taken of any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of video, the area shall be restored as approved by the RPR at Contractor's expense. All video shall become the property of the Owner.

No separate payment will be made for video documentation.

(23) QUALITY CONTROL

There is very little quality control requirement for the contractor on this project. The Sponsor's representative (RPR) will provide both quality control and quality assurance required on this project. The Contractor is encouraged to provide quality control on all materials and construction operations to assure quality materials and conformance with specifications prior to Owner's Quality Assurance inspection.

(24) CONTRACTOR'S RECORD DRAWINGS

The Owner shall provide the Contractor with one extra set of working plans and specifications, which Contractor shall keep at the site of the work at all times. The following information shall be inserted and dimensioned on said drawings and specifications, in RED by the Contractor: The exact location of all installations in their finished condition, including all electrical installations; all changes in construction, materials and installed equipment; adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of changes authorized by change order, and the number of that change order. Upon completion of the work, said drawings and specifications shall be returned to the Design Engineer prior to the final payment.

Drawings shall be subject to the inspection of the RPR at all times and shall be kept current weekly with all work instructions, change orders, and construction adjustments shown thereon and initialed by the Inspector.

Progress payments or portions thereof may be withheld if drawings are not maintained as stated above. At the final inspection the Contractor shall submit record drawings to the Inspector for review and comment by the RPR. The work will not be formally accepted until the record drawings are accepted by the RPR

(25) OPERATION AND MAINTENANCE MANUALS

For use in subsequent maintenance and operations, the Contractor shall furnish five (5) bound and indexed copies of maintenance and operation information supplied by the manufacturer covering all equipment and systems included in the contract. The submittal shall include, but not be limited to:

- Approved Equipment Submitted for the Project
- Drawings
- Illustrations
- Parts Lists
- Wiring Diagrams of Systems
- Internal Wiring Diagrams and Circuit Board Schematics and Layout
- Drawings
- Manufacturer's Recommended Spare Parts List
- Name, Address and Phone Number of Nearest Parts and Service Agency
- Systems Balance Data
- Maintenance and Service Instructions, Including Recommended
- Lubrication
- Operation Instructions
- Software, Including Annotated Source Lists and Programs

This submittal is required for all mechanical, electrical, instrumentation, control, communications, sound, control or special equipment and systems. The Contractor shall submit the required data for review at least thirty (30) days prior to the final inspection date. Corrections, additions, and/or resubmittal of data shall be made as directed by the RPR.

The RPR, and other persons as he may designate, shall receive complete maintenance and operating instructions for all items included above prior to final inspection of the project.

(26) COORDINATION MEETING

In order to coordinate the work, a weekly meeting will be held during the construction phase of the work at Placerville Airport, Placerville, California.

The time of this meeting will be determined at a time convenient to the Owner, RPR and Contractor. The Contractor's superintendent must attend these meetings.

At this weekly meeting the Contractor shall submit in writing an updated progress report for the total work and a schedule defining the work for the following two weeks. Except for emergencies or unforeseen circumstances, this schedule shall be followed. Contractor shall also bring to this meeting his/her red-lined construction drawings showing all work to date.

(27) EXISTING CONDITIONS

Test borings and test pits have been excavated throughout the site and the results of these tests are available for inspection from the Design Engineer. These borings show the conditions prior as of the date the borings were taken. The Owner assumes no responsibility for the accuracy of the data presented. The Contractor shall be responsible for obtaining and verifying any and all soils and subsoil data required to prepare his bid.

The Contractor shall be fully responsible for handling any water or water-related problems that may arise during the construction of this project without additional compensation over and above that provided for in the unit prices bid.

(28) TESTING AND ACCEPTANCE OF MATERIALS

All materials in which quality of the product such as gradation, Atterberg Limits, sand equivalent, CBR, etc., is specified, shall meet those specifications when in the final as-compacted condition and not the condition at the stockpile or source of supply. The Project RPR will verify that proper compaction of the fill has been achieved. Any deviation from these requirements shall be corrected by removal and replacement with materials that conform to the specifications. When the materials removed are screened and/or blended and reincorporated in the work, the materials as placed shall meet all specification requirements. It shall be the contractor's responsibility to coordinate his/her materials, production and construction procedures so that the final compacted product is acceptable.

**** END OF SECTION ****

Attachment C

CONSTRUCTION PLANS FOR:

PLACERVILLE MUNICIPAL AIRPORT
PLACERVILLE, CALIFORNIA

AIP No. 3-06-0188-__-2026

NEW AWOS III ON EXISTING TOWERS

DECEMBER 2025

INDEX TO SHEETS

- 1 COVER SHEET AND INDEX
- 2 CONSTRUCTION SAFETY AND PHASING PLAN
- 3 LAYOUT PLAN
- E1 ELECTRICAL COVER SHEET
- E2 DEMO ELECTRICAL SITE PLAN
- E3 NEW ELECTRICAL SITE PLAN
- E4 ELECTRICAL INSTALLATION DETAILS

EL DORADO COUNTY

APPROVED FOR CONSTRUCTION: DATE:

RECORD DRAWINGS

REVIEWED BY: DATE:

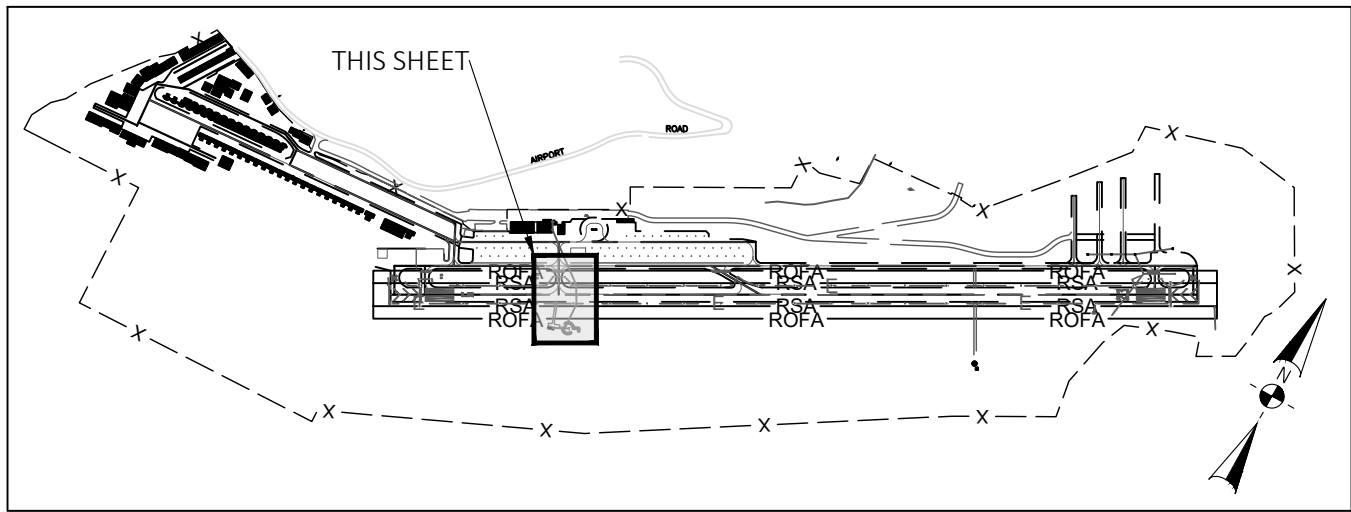
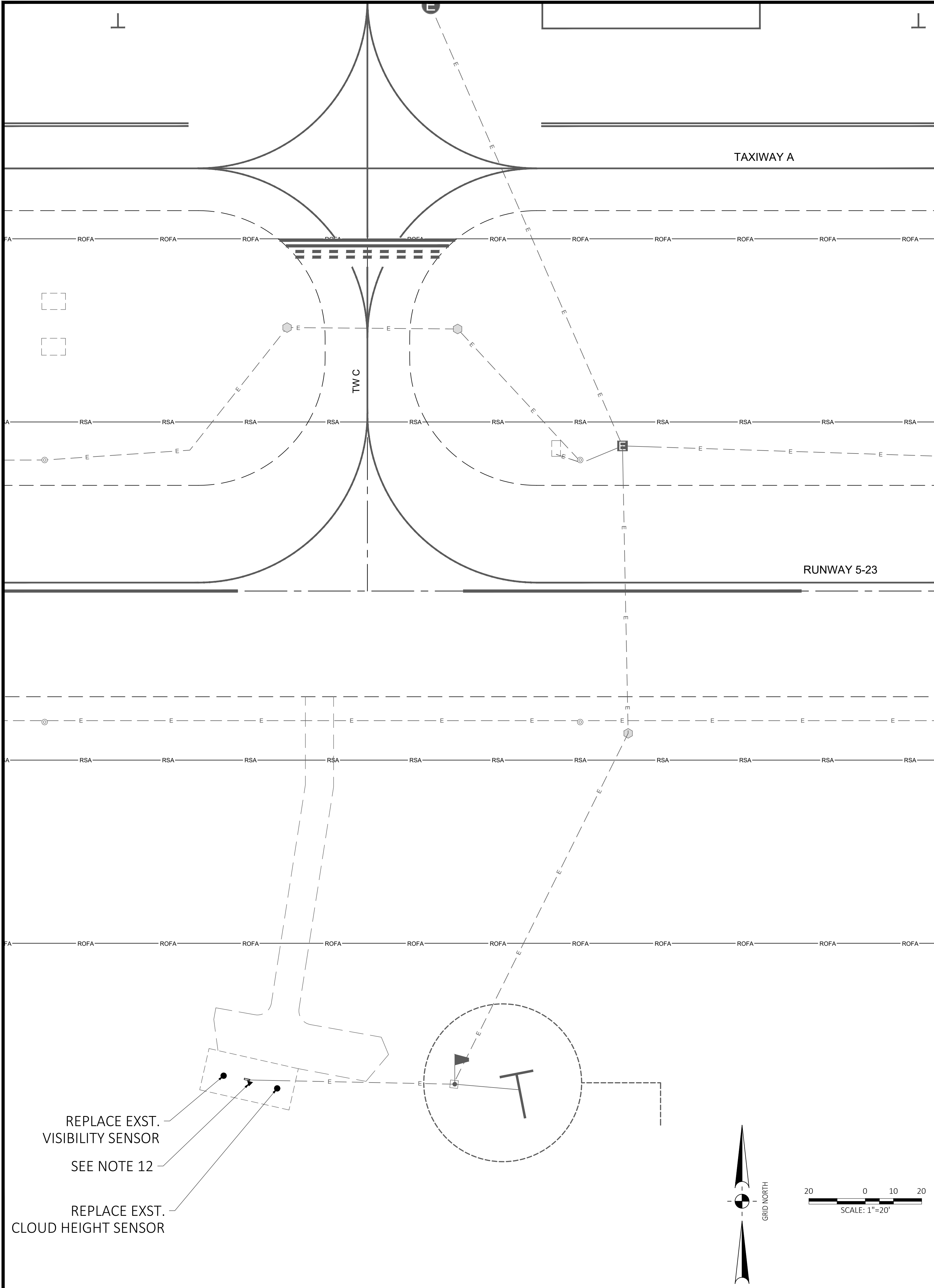
County of El Dorado

DESIGNED BY:



6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725



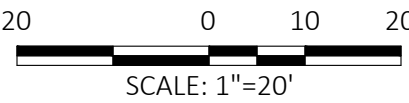


LOCATION MAP

- LEGEND**
- EXISTING PAVEMENT
 - EXISTING EDGE OF PAVEMENT
 - RSA RUNWAY SAFETY AREA
 - ROFA RUNWAY OBJECT FREE AREA
 - EXISTING ELECTRICAL CONDUIT
 - EXISTING ELECTRICAL PULLBOX, MANHOLE OR HANDHOLE
 - EXISTING RUNWAY LIGHT

NOTES:

- CONTRACTOR SHALL REPLACE EXISTING AWOS III WITH NEW AWOS III. NEW AWOS III SHALL BE INSTALLED ON EXISTING FOUNDATIONS AND EXISTING TOWER. CONTRACTOR IS RESPONSIBLE TO MOUNT NEW AWOS EQUIPMENT TO EXISTING FOUNDATIONS AND EXISTING TOWER. NO EXTRA PAYMENT FOR MOUNTING TO EXISTING FOUNDATIONS AND TOWER.
- THE EXISTING OPERATOR TERMINAL IN THE TERMINAL BUILDING SHALL BE REMOVED. CONTRACTOR SHALL INSTALL A NEW OPERATOR TERMINAL IN THE TERMINAL BUILDING COMPLETE WITH CENTRAL DATA PROCESSOR, REMOTE DISPLAY SYSTEM, UNINTERRUPTIBLE POWER SOURCE, AUDIBLE AND VISUAL ALARMS, TELEPHONE DIAL UP ACCESS, UHF RADIO ANTENNA, VHF TRANSMITTER AND NADIN INTERFACE. ALL CONTROL EQUIPMENT AND INTERCONNECTING CABLES NECESSARY TO MAKE THE AWOS III FULLY OPERATIONAL SHALL BE INSTALLED IN THE TERMINAL BUILDING.
- A.W.O.S. LAYOUT SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL, PRIOR TO INSTALLATION.
- NEW AWOS III INCLUDES THE FOLLOWING:
 - WIND SENSORS (SPEED, DIRECTIONS, GUSTS)
 - TEMPERATURE/DEW POINT SENSOR
 - DUAL PRESSURE SENSOR (ALTIMETER, DENSITY ALTITUDE)
 - VISIBILITY SENSOR
 - PRECIPITATION SENSOR
 - CLOUD HEIGHT SENSOR
 - DAY/NIGHT DETECTOR
 - DATA COLLECTION PLATFORM (DCP)
 - OTHER GAUGES AS NEEDED FOR AWOS III INSTALLATION
- NEW OPERATOR TERMINAL IN THE TERMINAL BUILDING INCLUDES THE FOLLOWING:
 - CENTRAL DATA PROCESSOR
 - REMOTE DISPLAY SYSTEM
 - UNINTERRUPTIBLE POWER SOURCE (UPS)
 - AUDIBLE AND VISUAL ALARMS
 - TELEPHONE DIAL UP ACCESS
 - UHF RADIO ANTENNA
 - VHF TRANSMITTER
 - NADIN INTERFACE
- ALL EXISTING AIRFIELD LIGHTING AND NAVIGATION AIDS MAY ONLY BE SHUT DOWN DURING DAYLIGHT HOURS DURING VFR WEATHER CONDITIONS. WHEN WORK IS BEING PERFORMED ON THE EXISTING AIRFIELD LIGHTING EQUIPMENT OR CIRCUITS THE AIRFIELD LIGHTING EQUIPMENT AND CIRCUITS SHALL BE OPERATIONAL ONE HOUR BEFORE SUNSET. THE CIRCUITS SHALL BE TESTED FOR SATISFACTORY OPERATION BEFORE THE CONTRACTOR LEAVES THE AIRPORT.
- NEW AWOS SENSOR MOUNTING SHALL BE VERIFIED IN FIELD BY THE ENGINEER PRIOR TO FINAL INSTALLATION BY THE CONTRACTOR.
- AN EXISTING SURVEY MONUMENT IS LOCATED TRUE NORTH OF EXISTING TOWER WHICH MAY BE USED BY CONTRACTOR FOR SENSOR ORIENTATION.
- CUT ALL VEGETATION TO A MAXIMUM HEIGHT OF SIX (6) INCHES ABOVE ELEVATION OF EXISTING GROUND AT VISIBILITY SENSOR WITHIN A 100-FOOT RADIUS OF THE VISIBILITY SENSOR OR TEMPERATURE/DEW POINT SENSOR.
- ALL WIND EQUIPMENT, TEMPERATURE/DEW POINT SENSOR, DAY/NIGHT DETECTOR, AND DCP SHALL BE MOUNTED TO 30-FOOT TOWER. ANY MODIFICATIONS TO EXISTING CONDUIT OR FOR SENSOR MOUNTING IS CONSIDERED INCIDENTAL.
- ALL SITING CRITERIA MUST BE IN COMPLIANCE WITH FAA ORDER 6560.20.
- SEE SHEET E1 THRU E4 FOR ELECTRICAL WORK REQUIREMENTS.



County of El Dorado
Install New AWOS on Existing Tower at the Placerville Airport
Bid #2025-0156

Attachment C

6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER
No. C71139
Exp. 6-30-2027
MELISSA S. BRANDLEY
STATE OF CALIF.

No.	REVISIONS	BY	APR	DATE	PLACERVILLE MUNICIPAL AIRPORT CALIFORNIA	
					NEW AWOS III ON EXISTING TOWERS	
					AWOS LAYOUT PLAN	
DATE	12/30/2025					
DRAWN	RB					
CHECKED	MSB					
PROJECT No.	15.25					
FILE	15.25.03.LAYOUT					
SCALE	1"=20'					
SHEET No.	3					

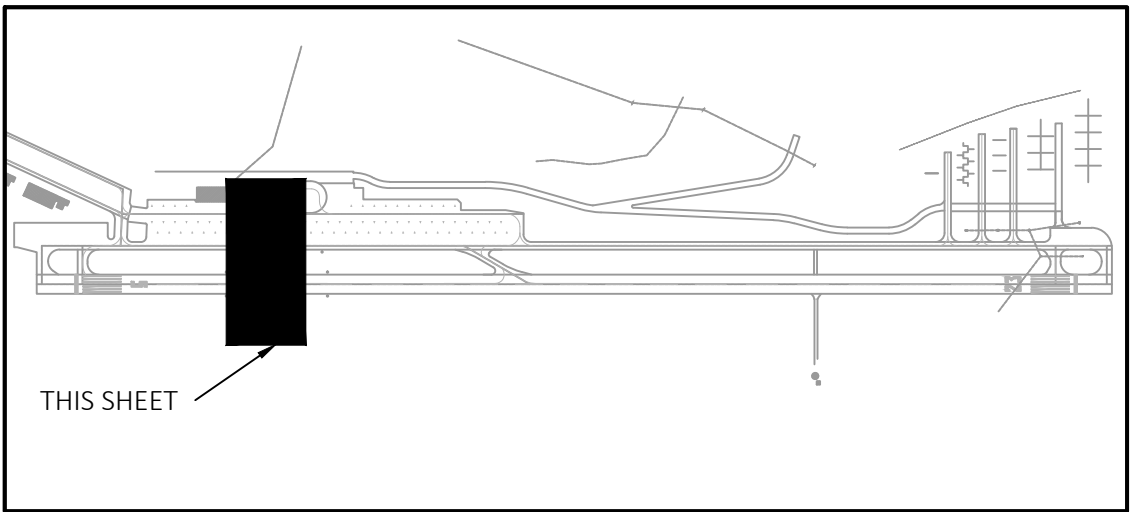
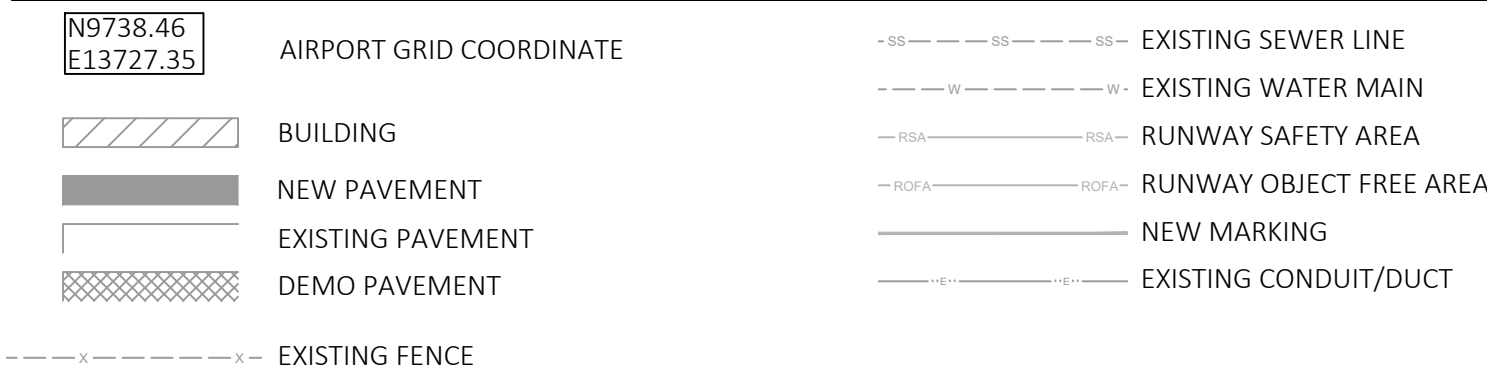
GENERAL DEMO NOTES:

- USE SPARE CONDUIT WHERE AVAILABLE WHEN INSTALLING NEW WIRES.
- PROTECT ALL EXISTING WIRES IN PLACE.
- FOR NEW CIRCUITS, INSTALL WIRES AS SHOWN IN CIRCUIT TABLE THIS SHEET.
- SEE SHEET NO. 2 CONSTRUCTION SAFETY AND PHASING PLAN FOR WORK ZONES, BARRICADES, RUNWAY AND TAXIWAY CLOSURE AND RESTRICTION REQUIREMENTS.

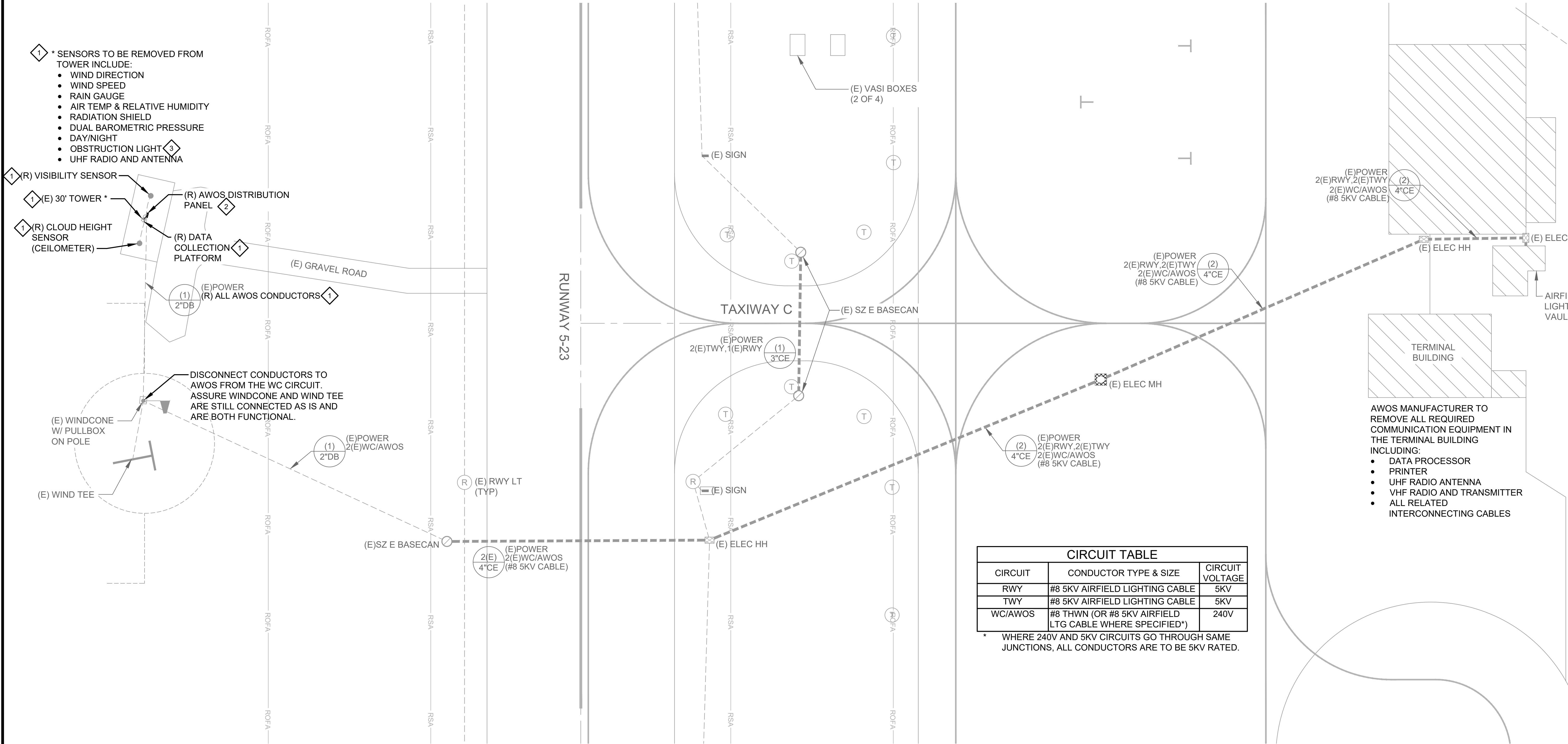
KEYED DEMO NOTES:

- ALL (E) AWOS III EQUIPMENT, INCLUDING BUT NOT LIMITED TO SENSORS AND ASSOCIATED CONDUCTORS, CONTROL WIRES, CONDUITS, ETC., TO BE REMOVED IN PREPARATION TO BE REPLACED WITH NEW. (E) MOUNTING PROVISIONS IN FOUNDATIONS AND (E) TOWER TO REMAIN. (E) GROUNDING AND LIGHTNING PROTECTION ON FOUNDATIONS AND TOWER TO REMAIN. SEE CIVIL DEMOLITION PLANS.
- SEE DETAIL 3 ON E4 FOR REMOVAL AND REPLACEMENT OF DISTRIBUTION PANEL.
- SEE DETAIL 4 ON E4 FOR REMOVAL AND REPLACEMENT OF OBSTRUCTION LIGHT ON TOP OF AWOS TOWER.

LEGEND

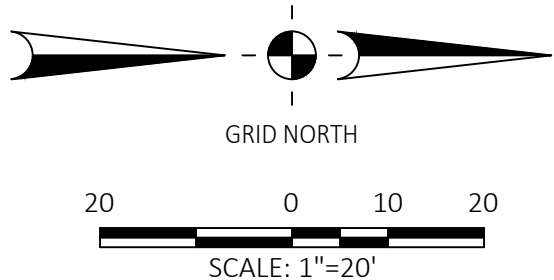


LOCATION MAP

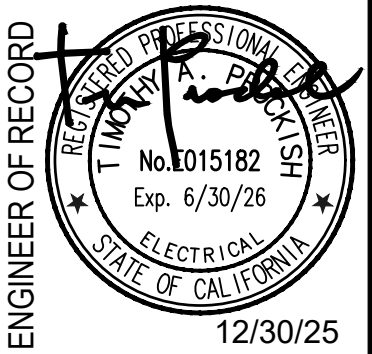


CIRCUIT TABLE		
CIRCUIT	CONDUCTOR TYPE & SIZE	CIRCUIT VOLTAGE
RWY	#8 5KV AIRFIELD LIGHTING CABLE	5KV
TWY	#8 5KV AIRFIELD LIGHTING CABLE	5KV
WC/AWOS	#8 THWN (OR #8 5KV AIRFIELD LTG CABLE WHERE SPECIFIED*)	240V

* WHERE 240V AND 5KV CIRCUITS GO THROUGH SAME JUNCTIONS, ALL CONDUCTORS ARE TO BE 5KV RATED.



Attachment C



ENGINEER OF RECORD	DATE	BY	APR	REVISIONS	No.

PLACERVILLE MUNICIPAL AIRPORT	CALIFORNIA
NEW AWOS III ON EXISTING TOWERS	
DEMO ELECTRICAL SITE PLAN	

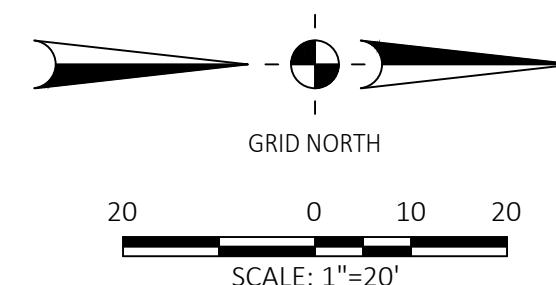
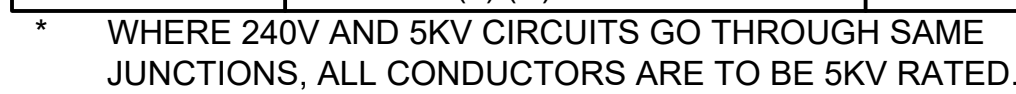
DATE	12/30/2025
DRAWN	TLF
CHECKED	TAP
PROJECT No.	15.25
FILE	E2-Demo Elec
SCALE	SEE SHEET
SHEET No.	E2 OF 7

County of El Dorado
Install New AWOS on Existing Tower at the Placerville Airport
Bid #2025-0156

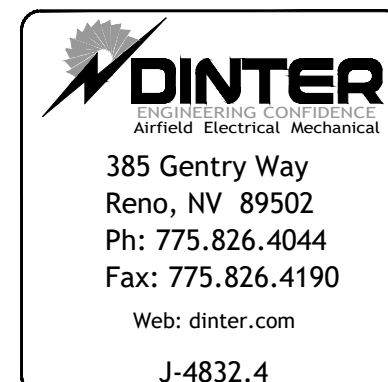
1. USE SPARE CONDUIT WHERE AVAILABLE WHEN INSTALLING NEW WIRES.
2. PROTECT ALL EXISTING CONDUCTORS IN PLACE.
3. FOR NEW CIRCUITS, INSTALL CONDUCTORS AS SHOWN IN CIRCUIT TABLE THIS SHEET.
4. MAXIMUM OF TWO SPLICES ALLOWED IN NEW AWOS CIRCUIT. CONTRACTOR TO NOTE SPLICE LOCATIONS IN REDLINES FOR RECORD DRAWINGS.
5. SEE CIVIL SHEET 3 FOR NEW AWOS LAYOUT AND REQUIREMENTS.
6. SEE SHEET NO. 2 CONSTRUCTION SAFETY AND PHASING PLAN FOR WORK ZONES, BARRICADES, RUNWAY AND TAXIWAY CLOSURE AND RESTRICTION REQUIREMENTS.

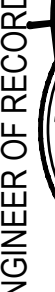
- 1 RETAG (E) WC/AWOS WIRES IN A BUNDLE LABELED "W/C 240V" IN ALL JUNCTIONS WHERE ENCOUNTERED. IF NO TAGS PRESENT, ADD (N) TAGS.
- 2 RETAG (E) RWY AND TWY WIRES AS "TWY 5KV" AND "RWY 5KV", RESPECTIVELY, IN ALL JUNCTIONS WHERE ENCOUNTERED. IF NO TAGS PRESENT, ADD (N) TAGS.
- 3 INSTALL (N) AWOS CONDUCTORS IN (E) CONDUITS (SEE CIRCUIT TABLE FOR NUMBER, SIZE, AND TYPE OF CONDUCTORS). TAG (N) AWOS CONDUCTORS IN A BUNDLE LABELED "AWOS 240V".
- 4 ALL (E) AWOS III EQUIPMENT TO BE REPLACED WITH NEW AND TO BE INSTALLED BY AWOS MANUFACTURER. (E) TOWER TO REMAIN AND BE REUSED. (E) GROUNDING AND LIGHTNING PROTECTION ON FOUNDATIONS AND TOWER TO REMAIN AND BE REUSED. SEE CIVIL SHEET 3.
- 5 INSTALL (N) DUAL L-810 LED OBSTRUCTION LIGHT WITH PHOTOCELL AT TOP OF (E) TOWER PER DETAIL 4 ON SHEET E4.

N9738.46 E13727.35	AIRPORT GRID COORDINATE	— SS — SS — SS —	EXISTING SEWER LINE
	BUILDING	— W — W — W —	EXISTING WATER MAIN
	NEW PAVEMENT	— RSA — RSA —	RUNWAY SAFETY AREA
	EXISTING PAVEMENT	— ROFA — ROFA —	RUNWAY OBJECT FREE AREA
	DEMO PAVEMENT		NEW MARKING
		— C — C — C —	EXISTING CONDUIT/DUCT
— X — X — X — X —	EXISTING FENCE		



Attachment C



		ENGINEER OF RECORD		12/30/25	
PLACERVILLE MUNICIPAL AIRPORT PLACERVILLE, CALIFORNIA NEW AWOS III ON EXISTING TOWERS NEW ELECTRICAL SITE PLAN		No.	REVISIONS	BY	DATE
DATE		12/30/2025			
DRAWN		TLF			
CHECKED		TAP			
PROJECT No.		15.25			
FILE		E3-New Elec			
SCALE		SEE SHEET			
SHEET No.		E3 OF 7			

KEYED NOTES FOR DETAIL 1:

- 1 CONTRACTOR TO CREATE NEW PANEL SCHEDULE AND MOUNT INSIDE COVER OF PANEL BOARD. CONTRACTOR TO COORDINATE WITH AIRPORT FOR CORRECT CIRCUIT BREAKER LABELS.
- 2 LABEL EXISTING CIRCUIT BREAKER AS WINDCONE (OMIT AWOS).
- 3 USE EXISTING 20A/1P SPARE CIRCUIT BREAKER FOR NEW AWOS CIRCUIT AND LABEL AS "AWOS". CONNECT NEW AWOS CIRCUIT.
- 4 INDIVIDUAL EXISTING LOADS ARE UNKNOWN. OVERALL EXISTING LOAD WILL REMAIN UNCHANGED AS ALL EXISTING AWOS III EQUIPMENT IS BEING REPLACED WITH THE SAME MODEL, ETC. ONLY NEWER.
- 5 CONTRACTOR TO DETERMINE BUS RATING AND INCLUDE IN CONTRACTOR'S REDLINES FOR RECORD DRAWINGS.



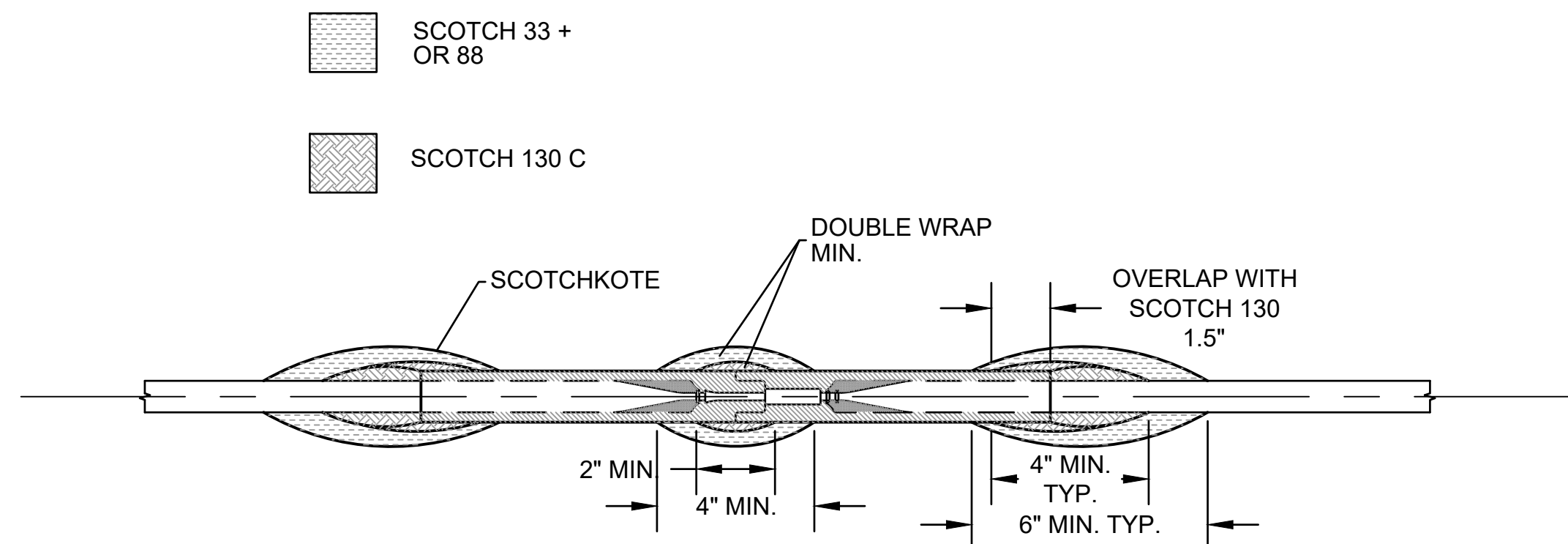
REMOVE EXISTING PANEL AND RECEPTACLE. LEAVE STUB-UPS OF UNDERGROUND CONDUIT. INSTALL NEW NEMA 3R PANEL IN SAME LOCATION ON CONDUIT STUBS. PROVIDE PROVISION FOR PADLOCK (PADLOCK BY OWNER). CONNECT NEW CONDUIT FROM EXISTING AWOS TOWER TO NEW PANEL.

INSTALL NEW DUPLEX GFI RECEPTACLE WITH WEATHERPROOF IN-USE COVER.

KEYED NOTES FOR DETAIL 2:

1	AWOS MANUFACTURER TO CREATE PANEL SCHEDULE WITH LOADS AND MOUNT INSIDE COVER OF PANEL BOARD.

NOTE: OBSTRUCTION LIGHT TO BE CONTROLLED VIA PHOTOCELL AS FOLLOWS: ON AT NIGHT, OFF DURING DAYTIME.



EXISTING AWOS TOWER TO REMAIN

REMOVE EXISTING DUAL OBSTRUCTION LIGHT FROM TOWER AND REPLACE WITH NEW DUAL L-810 LED OBSTRUCTION LIGHT WITH PHOTOCELL.

REMOVE EXISTING CABLE AND CONDUIT TO OBSTRUCTION LIGHT AND REPLACE WITH NEW (2) #12 THWN-2 AND (1) #12 THWN-2 GND IN 1/2" MIN. SEAL-TITE FLEXIBLE CONDUIT. CONNECT NEW CIRCUIT TO NEW PANEL.

4 NEW OBSTRUCTION LIGHT INSTALLATION AT AWOS
E4 SCALE: NTS