

11/18/08
50

AGREEMENT

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

Contract No. 53110

**U.S 50 HOV LANES PHASE 1
EL DORADO HILLS TO BASS LAKE GRADE**

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this 18th day of November, in the year of 2008, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Department of Transportation thereof, the party of the first part hereinafter called "County," and NEHEMIAH CONSTRUCTION, INC., party of the second part hereinafter called "Contractor."

RECITALS:

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

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

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

Article 1. THE WORK

The improvement contemplated in the performance of this Contract is an improvement over which the County 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 (to the United States) is so required.

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

**U.S 50 HOV LANES PHASE 1
EL DORADO HILLS TO BASS LAKE GRADE**

The project is located in El Dorado County near El Dorado Hills, California. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

Construction of HOV lanes on Route 50, widening of Clarksville Undercrossing, replacement of Latrobe Road Undercrossings, roadway improvements, traffic signal improvements, including stage construction to facilitate grading, clearing and grubbing, permanent and temporary fence removal and construction, drainage removal and construction, concrete drainage boxes and inlets, grade ditch, excavation, rock base, asphalt paving, signing and striping, pavement obliteration, permanent and temporary erosion control. Other items or details not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, constructed or installed.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractors Listing, Equal Employment Opportunity Certification, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Debarment and Suspension Certification, Non-lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL), the BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) – PART I and BIDDER'S LIST OF SUBCONTRACTOR'S (DBE and NON-DBE) – PART II forms; Form FHWA 1273; the Contract which includes this Agreement with all Exhibits thereto, the Performance Bond, and Payment Bond, the LOCAL AGENCY BIDDER – DBE INFORMATION form; the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the Caltrans Standard Plans, dated May 2006, and Standard Specifications, dated May 2006, Amendments to the May 2006 Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the 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, this Agreement shall take precedence.

Article 3. COVENANTS AND CONTRACT PRICE

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A.

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 4 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in Section 4 of the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with Section 4 of the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay County the sum of **Nine Thousand Five Hundred dollars (\$9,500.00) per day**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

Article 5. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, the State of California (State) and any federal government agencies associated with this Contract 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, State or federal government agency 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 State or any federal government agencies, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State or any federal government agencies their officers and employees, or where expressly prescribed by statute.

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

Article 6. GUARANTEES

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

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

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

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

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

Article 7. DISPUTES RESOLUTION

- a. **CONTINUE WORK DURING DISPUTE:** In the event of any dispute between County and Contractor, Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by County, and the dispute shall be resolved by a court of law after completion of the Work. However, all disputes must be submitted by Contractor in accordance with subsequent provisions of this Article.
- b. **COUNTY'S REVIEW OF CLAIM:** County shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the

time stipulated in subsection "c" herein, render a written decision on the claim. A copy of the decision shall be furnished to Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of County shall be made final and conclusive except as is otherwise provided herein.

- c. **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 contract for the filing of claims.
1. For claims of less than fifty thousand dollars (\$50,000), County shall respond in writing to any claim within forty-five (45) days of the 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 defenses or claims County may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of County and the claimant. County's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 2. For claims of fifty thousand dollars (\$50,000) or more, but less than or equal to three hundred seventy-five thousand dollars (\$375,000), County shall respond in writing to all written claims within sixty (60) days of the 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 defenses or claims County may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of County and the claimant. County's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 3. If the claimant disputes County's written response, or if County fails to respond within the time prescribed, the claimant may so notify County, in writing, either within fifteen (15) days of County's response or within fifteen (15) days of County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for the settlement of the issues in dispute. Upon a demand, County 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 claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For the purpose of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits a written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer conference.
- d. **CLAIMS EXEMPT FROM REVIEW:** The procedures and remedies provided in this Article 7 do not apply to:
1. Any claims by County.
 2. Any claims 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.
- e. **PROCEDURE TO RESOLVE CIVIL CLAIMS:** County and Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.
- f. **PAYMENT OF UNDISPUTED PORTION OF CLAIM:** Payment by County of undisputed portion of claim; interest on arbitration award or judgment:
 1. County shall pay such portion of a claim which is undisputed except as otherwise provided in the Contract.
 2. In any suit filed under Section 20104.4 of the Public Contract Code, County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
- g. **SUIT IN EL DORADO COUNTY ONLY:** Any litigation arising out of this Contract shall be brought in El Dorado County.

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

Article 9. TERMINATION BY COUNTY FOR CONVENIENCE

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean up of the site.

If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the project for termination.

Article 10. TERMINATION BY COUNTY FOR CAUSE

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or violates any of the Contract assurances, nondiscrimination provisions or any other federal or state requirements as identified in Section 2-1.06 of the Special Provisions, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (5) days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County.

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

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

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

Article 11. WORKERS' COMPENSATION CERTIFICATION

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

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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

Signed:  Date 11/25/08

Article 12. WARRANTY

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

Article 13. RETAINAGE

The retainage from payment is set forth in Section "PAYMENT OF WITHHELD FUNDS" of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

Article 14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 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 County deems appropriate. Contractor shall include this assurance in every subcontract entered into as a result of this Agreement.

Article 15. PROMPT PAYMENT OF SUBCONTRACTORS

Prompt Progress Payment to Subcontractors

A prime Contractor or subcontractor shall pay to any subcontractor not later than ten (10) days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The ten day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with County's prior written approval. Any violation of Section 7108.5 shall subject the violating

contractor or subcontractor to the penalties, sanctions and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

County shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Department of the contract work and pay retainage to the prime Contractor based on these acceptances. The prime Contractor or subcontractor shall return all monies withheld in retention from the subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by County. Any delay or postponement of payment may take place only for good cause and with County's prior written approval. Any violation of these provisions shall subject the violating Contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by Contractor, deficient subcontract or performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Article 16. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates.

Interested parties can obtain the current wage information by submitting requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the County in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements have been included in the Contract Documents.

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 also 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 Section 14 of the Special Provisions and 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).

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.

Article 17. NONDISCRIMINATION

- A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" and the requirements of Exhibit C, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit C, both of which exhibits and all of the Appendices to Exhibit C are incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related work shall incorporate Exhibits B and C and Appendices A through D to Exhibit C (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.
- D. Contractor's signature executing this Contract shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Article 18. CONTRACTOR ASSURANCES

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.

- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g. Will comply with County, State of California and FHWA requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

Article 19. 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 20. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is John Kahling, Supervising Civil Engineer, Department of Transportation, or successor.


Article 21. AUTHORIZED SIGNATURES

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

IN WITNESS WHEREOF, the said Department of Transportation of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

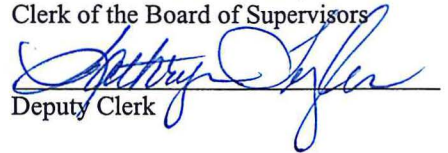
COUNTY OF EL DORADO

Dated 11/18/08



Chairman, Board of Supervisors
Attest: **RUSTY DUPRAY**
Suzanne Allen De Sanchez,
Clerk of the Board of Supervisors

Dated 11/18/08


Deputy Clerk

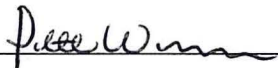
CONTRACTOR

Dated 11/25/08

By 
Jay P. Zoellner, President

869322
License No.

20-3940752
Federal Employer Identification Number

By 
Corporate Secretary

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: 801 FIRST STREET STE G

Business Address: 801 FIRST STREET ST G

City, Zip: BENICIA CA 94510

Phone: 707-746-6870 Fax: 707-746-6815

END OF AGREEMENT

EXHIBIT A

**CONTRACTOR'S BID AND BID PRICE SCHEDULE
(ENGINEER'S ESTIMATE)**

**U.S. 50 HOV LANES PHASE 1
EL DORADO HILLS TO BASS LAKE GRADE**

CONTRACT NO. 53110

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM	\$17,500.00	\$17,500.00
2	071325	TEMPORARY FENCE (TYPE ESA)	LF	5090	\$3.00	\$15,270.00
3	074013	PROTECTION OF MIGRATORY BIRDS	LS	LUMP SUM	\$10,000.00	\$10,000.00
4	074014	FURNISH FIELD OFFICE	LS	LUMP SUM	\$20,000.00	\$20,000.00
5	(S) 074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	\$5,000.00	\$5,000.00
6	(S) 074028	TEMPORARY FIBER ROLL	LF	43500	\$3.00	\$130,500.00
7	(S) 074029	TEMPORARY SILT FENCE	LF	4720	\$3.00	\$14,160.00
8	(S) 120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	\$15,000.00	\$15,000.00
9	(S) 120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	\$50,000.00	\$50,000.00
10	(S) 120120	TYPE III BARRICADE	EA	110	\$35.00	\$3,850.00
11	(S) 120130	TRAFFIC PLASTIC DRUM	EA	380	\$60.00	\$22,800.00
12	(S) 120149	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	210	\$15.00	\$3,150.00
13	(S) 120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	67100	\$0.25	\$16,775.00
14	(S) 120300	TEMPORARY PAVEMENT MARKER	EA	6890	\$3.00	\$20,670.00
15	(S) 120165	CHANNELIZER (SURFACE MOUNTED)	EA	210	\$40.00	\$8,400.00

ITEM NO.		ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
16	(S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	SWD	1980	\$5.00	\$9,900.00
17	(S)	129000	TEMPORARY RAILING (TYPE K)	LF	71300	\$10.00	\$713,000.00
18	(S)	129100	TEMPORARY CRASH CUSHION MODULE	EA	230	\$200.00	\$46,000.00
19	(S)	129111	TEMPORARY CRASH CUSHION (ABSORB 350)	EA	9	\$2,000.00	\$18,000.00
20	(S)	129150	TEMPORARY TRAFFIC SCREEN	LF	67300	\$3.00	\$201,900.00
21		150206	ABANDON CULVERT	LF	80	\$30.00	\$2,400.00
22		150221	ABANDON INLET	EA	1	\$500.00	\$500.00
23	(S)	150605	REMOVE FENCE	LF	570	\$10.00	\$5,700.00
24	(S)	150662	REMOVE METAL BEAM GUARD RAILING	LF	2480	\$15.00	\$37,200.00
25	(S)	150669	REMOVE DOUBLE THRIE BEAM BARRIER	LF	8810	\$10.00	\$88,100.00
26	(S)	150710	REMOVE TRAFFIC STRIPE	LF	78700	\$0.50	\$39,350.00
27	(S)	150713	REMOVE PAVEMENT MARKING	SQFT	630	\$2.00	\$1,260.00
28		150722	REMOVE PAVEMENT MARKER	EA	6100	\$1.00	\$6,100.00
29		150742	REMOVE ROADSIDE SIGN	EA	41	\$150.00	\$6,150.00
30		150760	REMOVE SIGN STRUCTURE	EA	4	\$1,000.00	\$4,000.00
31		150769	REMOVE ASPHALT CONCRETE (Deleted)				
32		150771	REMOVE ASPHALT CONCRETE DIKE	LF	22600	\$3.00	\$67,800.00
33		150772	REMOVE CURB	LF	1270	\$20.00	\$25,400.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
34	150806	REMOVE PIPE	LF	510	\$25.00	\$12,750.00
35	150820	REMOVE INLET	EA	8	\$200.00	\$1,600.00
36	150823	REMOVE DOWNDRAIN	EA	5	\$200.00	\$1,000.00
37	(F) 150829	REMOVE RETAINING WALL	LF	378	\$50.00	\$18,900.00
38	150857	REMOVE ASPHALT CONCRETE SURFACING	SQFT	8140	\$6.00	\$48,840.00
39	150859	REMOVE ASPHALT CONCRETE OVERSIDE DRAIN	EA	13	\$200.00	\$2,600.00
40	150860	REMOVE BASE AND SURFACING	CY	1400	\$60.00	\$84,000.00
41	151572	RECONSTRUCT METAL BEAM GUARD RAILING	LF	1760	\$25.00	\$44,000.00
42	152326	RESET TERMINAL SYSTEM	EA	1	\$2,000.00	\$2,000.00
43	152642	MODIFY SIGN STRUCTURE (SAFETY CABLE RETROFIT)	EA	2	\$1,000.00	\$2,000.00
44	(S) 153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	176000	\$2.30	\$404,800.00
45	(S) 153235	CLEAN BRIDGE DECK	SQFT	8140	\$2.00	\$16,280.00
46	153239	REMOVE CONCRETE (CURB, GUTTER, AND SIDEWALK)	LF	590	\$10.00	\$5,900.00
47	155003	CAP INLET	EA	1	\$500.00	\$500.00
48	156585	REMOVE CRASH CUSHION	EA	1	\$1,000.00	\$1,000.00
49	157550	BRIDGE REMOVAL	LS	LUMP SUM	\$124,000.00	\$124,000.00
50	157560	BRIDGE REMOVAL (PORTION)	LS	LUMP SUM	\$10,000.00	\$10,000.00
51	160101	CLEARING AND GRUBBING	LS	LUMP SUM	\$25,000.00	\$25,000.00

ITEM NO.		ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
52	(F)	190101	ROADWAY EXCAVATION	CY	63411	\$27.00	\$1,712,097.00
53	(F)	190102	BIOFILTRATION SWALE	LF	613	\$20.00	\$12,260.00
54	(S)	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM	\$500.00	\$500.00
55		190113	ASBESTOS COMPLIANCE PLAN	LS	LUMP SUM	\$500.00	\$500.00
56		190118	ASBESTOS CONTAINING MATERIAL REMOVAL	LS	LUMP SUM	\$1,000.00	\$1,000.00
57		190119	PREPARE FUGITIVE DUST PLAN	LS	LUMP SUM	\$1,000.00	\$1,000.00
58	(F)	190161	ROCK EXCAVATION	CY	13126	\$145.00	\$1,903,270.00
59	(F)	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	8932	\$120.00	\$1,071,840.00
60	(F)	192004	LOW EXPANSION MATERIAL	CY	5078	\$20.00	\$101,560.00
61	(F)	193003	STRUCTURE BACKFILL (BRIDGE)	CY	6489	\$10.00	\$64,890.00
62	(S)	203016	EROSION CONTROL (TYPE D)	SQYD	41300	\$1.00	\$41,300.00
63	(S)	203026	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	8	\$500.00	\$4,000.00
64		260201	CLASS 2 AGGREGATE BASE	CY	45500	\$42.00	\$1,911,000.00
65		390131	HOT MIX ASPHALT	TON	67600	\$80.00	\$5,408,000.00
66		390138	RUBBERIZED HOT MIX ASPHALT (OPEN GRADED)	TON	16400	\$100.00	\$1,640,000.00
67		391031	PAVING ASPHALT (BINDER-PAVEMENT REINFORCING FABRIC)	TON	5	\$500.00	\$2,500.00
68	(P)	393001	PAVEMENT REINFORCING FABRIC	SQYD	3090	\$2.00	\$6,180.00
69		394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	500	\$3.00	\$1,500.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
70	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	430	\$3.00	\$1,290.00
71	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	4680	\$3.00	\$14,040.00
72	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	17200	\$2.00	\$34,400.00
73	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	800	\$3.00	\$2,400.00
74	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	6950	\$30.00	\$208,500.00
75	(S-P) 490508	FURNISH STEEL PILING (HP 10 X 57)	LF	238	\$100.00	\$23,800.00
76	(S) 490509	DRIVE STEEL PILE (HP 10 X 57)	EA	12	\$5,000.00	\$60,000.00
77	(S-P) 500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	LUMP SUM	\$40,000.00	\$40,000.00
78	(F) 510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	1229	\$700.00	\$860,300.00
79	(F) 510053	STRUCTURAL CONCRETE, BRIDGE	CY	3149	\$360.00	\$1,133,640.00
80	(F) 510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	533	\$800.00	\$426,400.00
81	(F) 510087	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R)	CY	167	\$800.00	\$133,600.00
82	(F) 510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	141	\$400.00	\$56,400.00
83	510800	PAVING NOTCH EXTENSION	CY	4	\$2,000.00	\$8,000.00
84	(F) 511057	DRY STACK ROCK TEXTURE	SQFT	12199	\$8.00	\$97,592.00
85	511106	DRILL AND BOND DOWEL	LF	787	\$20.00	\$15,740.00
86	511110	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)	EA	104	\$40.00	\$4,160.00
87	(S-P) 512226	FURNISH PRECAST PRESTRESSED CONCRETE BOX GIRDER (90'-100')	EA	48	\$22,000.00	\$1,056,000.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)	
88	(S)	512502	ERECT PRECAST PRESTRESSED CONCRETE BOX GIRDER	EA	48	\$2,000.00	\$96,000.00
89		519075	ROCK ANCHOR	LF	600	\$170.00	\$102,000.00
90		519087	JOINT SEAL (TYPE B-MR 2")	LF	360	\$20.00	\$7,200.00
91	(S-P)	519101	JOINT SEAL (TYPE A)	LF	271	\$20.00	\$5,420.00
92	(S-F-P)	520102	BAR REINFORCING STEEL (BRIDGE)	LB	982112	\$0.80	\$785,689.60
93	(S-F)	540102	TREAT BRIDGE DECK	SQFT	8140	\$3.00	\$24,420.00
94	(S)	540108	FURNISH BRIDGE DECK TREATMENT MATERIAL	GAL	91	\$100.00	\$9,100.00
95	(F)	560203	FURNISH SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	LB	2068	\$1.00	\$2,068.00
96	(F)	560204	INSTALL SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	LB	2068	\$0.50	\$1,034.00
97	(F-P)	560218	FURNISH SIGN STRUCTURE (TRUSS)	LB	69400	\$1.00	\$69,400.00
98	(S-F)	560219	INSTALL SIGN STRUCTURE (TRUSS)	LB	69400	\$0.50	\$34,700.00
99		560248	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	150	\$30.00	\$4,500.00
100		560249	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	910	\$30.00	\$27,300.00
101	(S)	561016	60" CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	LF	95	\$600.00	\$57,000.00
102		562002	METAL (BARRIER MOUNTED SIGN)	LB	1970	\$3.00	\$5,910.00
103	(S)	566011	ROADSIDE SIGN - ONE POST	EA	33	\$200.00	\$6,600.00
104	(S)	566012	ROADSIDE SIGN - TWO POST	EA	6	\$200.00	\$1,200.00
105	(S)	566014	ROADSIDE SIGN (BRIDGE MOUNTED)	EA	2	\$200.00	\$400.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)	
106	(P)	650018	24" REINFORCED CONCRETE PIPE	LF	3420	\$40.00	\$136,800.00
107	(P)	650026	36" REINFORCED CONCRETE PIPE	LF	150	\$120.00	\$18,000.00
108	(P)	665716	18" SLOTTED CORRUGATED STEEL PIPE (.064" THICK)	LF	210	\$80.00	\$16,800.00
109	(P)	665036	36" CORRUGATED STEEL PIPE (.079" THICK)	LF	8	\$120.00	\$960.00
110	(P)	690111	12" CORRUGATED STEEL PIPE DOWNDRAIN (.064" THICK)	LF	40	\$120.00	\$4,800.00
111	(P)	690116	18" CORRUGATED STEEL PIPE DOWNDRAIN (.064" THICK)	LF	180	\$120.00	\$21,600.00
112	(P)	690123	24" CORRUGATED STEEL PIPE DOWNDRAIN (.079" THICK)	LF	130	\$120.00	\$15,600.00
113	(P)	690131	30" CORRUGATED STEEL PIPE DOWNDRAIN (.079" THICK)	LF	16	\$120.00	\$1,920.00
114	(P)	692005	12" ENTRANCE TAPER	EA	3	\$300.00	\$900.00
115	(P)	692007	18" ENTRANCE TAPER	EA	4	\$300.00	\$1,200.00
116	(P)	692207	18" DOWNDRAIN SLIP JOINT	EA	1	\$300.00	\$300.00
117	(P)	692305	12" ANCHOR ASSEMBLY	EA	9	\$300.00	\$2,700.00
118	(P)	692307	18" ANCHOR ASSEMBLY	EA	28	\$200.00	\$5,600.00
119	(P)	692309	24" ANCHOR ASSEMBLY	EA	13	\$200.00	\$2,600.00
120		692311	30" ANCHOR ASSEMBLY	EA	2	\$200.00	\$400.00
121	(P)	705007	12" STEEL FLARED END SECTION	EA	3	\$200.00	\$600.00
122	(P)	705011	18" STEEL FLARED END SECTION	EA	3	\$200.00	\$600.00
123	(P)	705015	24" STEEL FLARED END SECTION	EA	5	\$200.00	\$1,000.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)	
124	(P)	705019	30" STEEL FLARED END SECTION	EA	1	\$200.00	\$200.00
125	(P)	705206	24" CONCRETE FLARED END SECTION	EA	1	\$200.00	\$200.00
126		707225	48" PRECAST CONCRETE PIPE MANHOLE	EA	11	\$500.00	\$5,500.00
127		721007	ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	CY	700	\$60.00	\$42,000.00
128		721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	880	\$60.00	\$52,800.00
129		721010	ROCK SLOPE PROTECTION (BACKING NO. 1, METHOD B)	CY	90	\$100.00	\$9,000.00
130	(P)	729010	ROCK SLOPE PROTECTION FABRIC	SQYD	3930	\$2.00	\$7,860.00
131		731504	MINOR CONCRETE (CURB AND GUTTER)	CY	34	\$300.00	\$10,200.00
132		731521	MINOR CONCRETE (SIDEWALK)	CY	570	\$300.00	\$171,000.00
133		731530	MINOR CONCRETE (TEXTURED PAVING)	CY	210	\$300.00	\$63,000.00
134	(S-F-P)	750001	MISCELLANEOUS IRON AND STEEL	LB	22935	\$1.00	\$22,935.00
135	(P)	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	570	\$40.00	\$22,800.00
136		820106	CONCRETE BARRIER DELINEATOR (16 INCH)	EA	4	\$50.00	\$200.00
137		820107	DELINEATOR (CLASS 1)	EA	50	\$25.00	\$1,250.00
138		820118	GUARD RAILING DELINEATOR	EA	17	\$25.00	\$425.00
139		820151	OBJECT MARKER (TYPE L-1)	EA	12	\$25.00	\$300.00
140	(S-P)	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	3680	\$15.00	\$55,200.00
141		832070	VEGETATION CONTROL (MINOR CONCRETE)	SQYD	2460	\$60.00	\$147,600.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
142		833080 CONCRETE BARRIER (TYPE K)	LF	600	\$30.00	\$18,000.00
143	(S)	839311 DOUBLE THRIE BEAM BARRIER (WOOD POST)	LF	30	\$60.00	\$1,800.00
144	(F)	839521 CABLE RAILING	LF	54	\$50.00	\$2,700.00
145	(S-P)	839541 TRANSITION RAILING (TYPE WB)	EA	8	\$2,000.00	\$16,000.00
146	(S-P)	839581 END ANCHOR ASSEMBLY (TYPE SFT)	EA	5	\$1,000.00	\$5,000.00
147	(S-P)	839584 ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	2	\$3,000.00	\$6,000.00
148	(S-P)	839585 ALTERNATIVE FLARED TERMINAL SYSTEM	EA	8	\$2,000.00	\$16,000.00
149	(S-P)	839591 CRASH CUSHION, SAND FILLED	EA	1	\$3,000.00	\$3,000.00
150	(P)	839601 CRASH CUSHION (TYPE CAT)	EA	1	\$3,000.00	\$3,000.00
151	(P)	839602 CRASH CUSHION (TYPE CAT) BACKUP	EA	1	\$3,000.00	\$3,000.00
152	(S-P)	839606 CRASH CUSHION (WIDETRACC)	EA	1	\$3,000.00	\$3,000.00
153	(S-P)	839607 CRASH CUSHION (SHORTRACC)	EA	1	\$3,000.00	\$3,000.00
154		839701 CONCRETE BARRIER (TYPE 60)	LF	5160	\$30.00	\$154,800.00
155	(F)	839702 CONCRETE BARRIER (TYPE 60A MOD)	LF	430	\$40.00	\$17,200.00
156		839703 CONCRETE BARRIER (TYPE 60C)	LF	4230	\$40.00	\$169,200.00
157		839704 CONCRETE BARRIER (TYPE 60D)	LF	420	\$35.00	\$14,700.00
158		839705 CONCRETE BARRIER (TYPE 60E)	LF	250	\$80.00	\$20,000.00
159		839727 CONCRETE BARRIER (TYPE 736 MODIFIED)	LF	1129	\$80.00	\$90,320.00

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
160	839741	CONCRETE BARRIER (TYPE 60 MOD)	LF	130	\$80.00	\$10,400.00
161	839742	CONCRETE BARRIER (TYPE 60D MOD)	LF	130	\$80.00	\$10,400.00
162	839743	CONCRETE BARRIER (TYPE 60R)	LF	80	\$80.00	\$6,400.00
163	(S) 840501	THERMOPLASTIC TRAFFIC STRIPE	LF	156000	\$0.20	\$31,200.00
164	(S) 840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1490	\$3.00	\$4,470.00
165	(S) 840653	PAINT TRAFFIC STRIPE	LF	157000	\$0.20	\$31,400.00
166	(S) 840660	PAINT PAVEMENT MARKING	SQFT	1760	\$2.00	\$3,520.00
167	(S-P) 850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	10400	\$1.00	\$10,400.00
168	(S-P) 850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	7270	\$1.00	\$7,270.00
169	850114	CONCRETE BARRIER MARKER	EA	220	\$25.00	\$5,500.00
170	(S) 860251	SIGNAL AND LIGHTING (LOCATION 1)	LS	LUMP SUM	\$40,000.00	\$40,000.00
171	(S) 860252	SIGNAL AND LIGHTING (LOCATION 2)	LS	LUMP SUM	\$10,000.00	\$10,000.00
172	(S) 860298	SIGNAL AND LIGHTING (STAGE CONSTRUCTION)	LS	LUMP SUM	\$20,000.00	\$20,000.00
173	(S) 860299	OVERHEIGHT VEHICLE DETECTION SYSTEM	LS	LUMP SUM	\$40,000.00	\$40,000.00
174	860316	WIRELESS VEHICLE DETECTION SYSTEM	LS	LUMP SUM	\$40,000.00	\$40,000.00
175	(S) 860415	LIGHTING AND SIGN ILLUMINATION (STAGE CONSTRUCTION)	LS	LUMP SUM	\$40,000.00	\$40,000.00
176	(S) 860460	LIGHTING AND SIGN ILLUMINATION	LS	LUMP SUM	\$30,000.00	\$30,000.00
177	(S) 860461	LIGHTING (CITY STREET) (LOCATION 1)	LS	LUMP SUM	\$30,000.00	\$30,000.00

ITEM NO.		ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
178	(S)	860462	LIGHTING (CITY STREET) (LOCATION 2)	LS	LUMP SUM	\$30,000.00	\$30,000.00
179			TRENCH AND EXCAVATION SAFETY	LS	LUMP SUM	\$2,000.00	\$2,000.00
179		999990	MOBILIZATION	LS	LUMP SUM	\$2,600,000.00	\$2,600,000.00
TOTAL BID							<u>\$26,125,135.60</u>

- (F) Final Pay Quantity
- (S) Specialty Item
- (P) Item Eligible for Partial Payment
- (LS) Lump Sum
- (SWD) Sign working day

EXHIBIT B

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Contractor and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Contractor's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

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

5. Remedies for Willful Violation:

- (a) County may determine a willful violation of the Fair Employment provision 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.
- (b) For willful violation of this Fair Employment provision, 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.

EXHIBIT C

NONDISCRIMINATION ASSURANCES

Contractor hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. Contractor hereby gives assurance that Contractor will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Contractor hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Contractor agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Contractor hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Contractor shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Contractor receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Contractor receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Contractor shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Contractor with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Contractor for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Contractor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Contractor retains ownership or possession of the property.

9. That Contractor shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Contractor, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Contractor agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Contractor shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of State assisted contracts. County's DBE Race-Neutral Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et. seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Contractor, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

APPENDIX A
to
EXHIBIT C

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

(1) **Compliance with Regulations:** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the Regulations.

(3) **Solicitations for Sub-agreements, Including procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work performed under s Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Contractor's books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to and sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
to
EXHIBIT C

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that County will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportations and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the County all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto County and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on County, its successors and assigns.

County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that County shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C
to
EXHIBIT C

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Contractor, pursuant to the provisions of Assurance 7(a) of Exhibit c.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Contractor and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D
to
EXHIBIT C

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Contractor, pursuant to the provisions of Assurance 7 (b) of Exhibit c.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Contractor, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

County of El Dorado

PERFORMANCE BOND

Bond No. 6612418

KNOW ALL MEN BY THESE PRESENTS, that we NEHEMIAH CONSTRUCTION, INC., the Contractor in the Contract hereto annexed, as Principal, and SAFECO INSURANCE COMPANY OF AMERICA 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 Twenty Six Million, One Hundred Twenty-Five Thousand, One Hundred Thirty Five Dollars and Sixty Cents, (\$26,125,135.60) 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: NOVEMBER 26, 2008

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 **U.S. HOV Lanes Phase 1 El Dorado Hills to Bass Lake Grade Contract No. 53110** 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: NOVEMBER 26, 2008.

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

1390 WILLOW PASS ROAD

CONCORD, CA 94520

NEHEMIAH CONSTRUCTION, INC.

By: 

SAFECO INSURANCE COMPANY OF AMERICA
PRINCIPAL
SURETY

By: 

M. MOODY 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 ACKNOWLEDGEMENTS ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco



On NOVEMBER 26, 2008 before me, Janet C. Rojo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared M. Moody
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature [Handwritten Signature] Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

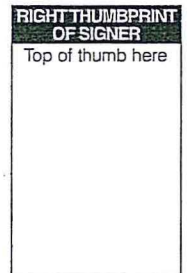
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

PRINCIPAL

ACKNOWLEDGMENT

State of California
County of SOLANO

On 11/25/08 before me, PETER WELLS - NOTARY PUBLIC,
(here insert name and title of the officer)

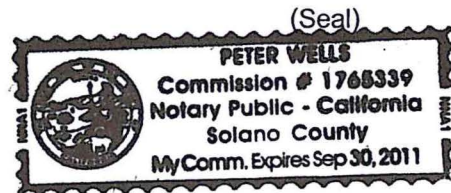
personally appeared JAY P. ZOELLNER

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 *Peter Wells*



SURETY

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

PAYMENT BOND

(Section 3247, Civil Code)

Bond No. 6612418

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

NEHEMIAH CONSTRUCTION, INC.,

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

**U.S. HOV LANES PHASE 1 EL DORADO HILLS TO BASS LAKE GRADE
CONTRACT NO. 53110**

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

Twenty Six Million, One Hundred Twenty-Five Thousand, One Hundred Thirty Five Dollars and Sixty Cents,

(\$26,125,135.60) 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 3181, 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 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: NOVEMBER 26, 2008.

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

1390 WILLOW PASS ROAD

CONCORD, CA 94520

NEHEMIAH CONSTRUCTION, INC.

By: 

PRINCIPAL

SAFECO INSURANCE COMPANY OF AMERICA

SURETY

By: 

M. MOODY

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 ACKNOWLEDGEMENTS ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On NOVEMBER 26, 2008 before me, Janet C. Rojo, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared M. Moody

Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

SURETY

ACKNOWLEDGMENT

State of California

County of SOLANO


On 11/25/08 before me, PETER WELLS - NOTARY PUBLIC,
(here insert name and title of the officer)

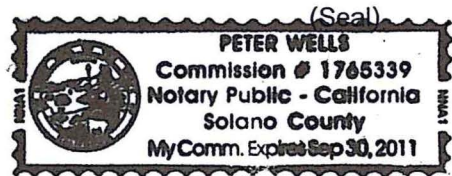
personally appeared JAY P. ZOELLNER

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 



PRINCIPAL

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)



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 9532

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****J. M. ALBADA; BRIAN F. COOPER; SUSAN HECKER; VIRGINIA L. BLACK; M. MOODY; MAUREEN O'CONNELL; JANET C. ROJO; BETTY L. TOLENTINO; ROBERT P. WRIXON; San Francisco, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 10th day of November, 2008

Handwritten signature of Edmund C. Kenealy

Handwritten signature of Timothy A. Mikolajewski

Edmund C. Kenealy, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Edmund C. Kenealy, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 26th day of NOVEMBER, 2008



Handwritten signature of Edmund C. Kenealy

Edmund C. Kenealy, Secretary

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