



CONTRACT NO. 016-PW-07/08

215-C0899

## EL DORADO COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT

THIS PUBLIC WORKS CONTRACT NO. 016-PW-07/08 made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Macauley Construction, a sole proprietor, duly qualified to conduct business in the State of California, whose principal place of business is 1205 Greenstone Cut Off, Placerville, California, 95667; (hereinafter referred to as "Contractor");

### WITNESSETH

That for and in consideration of the mutual promises, covenants, Contracts and conditions herein contained, the parties hereto agree with each other as follows:

#### 1. Contract Documents

The complete Contract (hereafter "Contract") between the parties consists of and is set forth in the Contract Documents. The Contract documents consist of: (a) this Contract; (b) an executed Certificate of Insurance form; (c) an executed California Form 590; (d) an executed Internal Revenue Service Form W-9; (e) payment bond; (f) performance bond; (g) a copy of the State Contractor's License; (h) a copy of El Dorado County, City of Placerville, or City of South Lake Tahoe Business License. All obligations of the parties are contained in the Contract Documents and by acceptance of this Contract the parties hereto agree to be bound by the provisions of all of said documents. All of said documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them.

#### 2. The Work

The Contractor agrees to furnish all tools, equipment, materials, transportation, labor, and incidentals associated with performing on-site maintenance and the routine and usual work for the preservation, operation and protection of the Union Mine Disposal Site, as directed by the County, including but not limited to, erosion control, sediment removal, soil/synthetic/clay cover, pumping, trenching, grading, drainage, slope repairs, pipe laying, spray irrigation, fencing and similar construction and repair work necessary to maintain day to day landfill operations (hereafter the "Work"). An onsite response time, including all necessary personnel and equipment, of 48 hours is the maximum allowable timeframe to the County's request to remedy any of the aforementioned tasks. If mitigating circumstances exist this response timeframe may be extended in writing by the Environmental Management Department. The Work shall be performed in accordance with all terms and conditions of the Contract Documents.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in writing. The specific services for each assignment shall be determined on a task-by-task basis. The writing will include a written scope of work, a schedule including a list of tasks with

completion dates and a target completion date for the overall scope of work, and a not-to-exceed cost to complete the work, which shall require written approval, authorization, and written notification to proceed from the County's Contract Administrator, or their designee, prior to the commencement of the work. No payment will be made for amounts in excess of the not-to-exceed amount of the written agreement. No such written agreement shall authorize work in excess of the cumulative total of the not-to-exceed Contract amount.

**3. Location of Work**

The Work is to be performed at the Union Mine Disposal Site.

**4. Payment, Labor and Equipment Rates**

Payment for the Work activities shall be by force account, in accordance with the Standard Specifications set forth in the State of California, Department of Transportation (CalTrans) Standard Specifications dated April 2006. Payment for all labor and equipment rental rates shall be per Section 9 of the Standard Specifications. This will include actual wages plus labor surcharges as identified in the Department of Transportation Publication entitled Labor Surcharge and Equipment Rental Rates. For all materials used pursuant to this Contract, Contractor shall receive the actual cost plus sales tax, if any, plus 5% of actual cost.

The total payment for Work directed by the County pursuant to this Contract to Contractor **SHALL NOT EXCEED THREE HUNDRED THOUSAND DOLLARS AND 00/100 (\$300,000.00)**.

**5. Covenants**

For and in consideration of the covenants, promises, and agreements as set forth herein, the Contractor promises and agrees with the County to do all the Work and to furnish at Contractor's own cost and expense, personnel, sub-contractors, all equipment, tools, materials, transportation, labor, and incidentals necessary to complete in a good, workmanlike and substantial manner, in strict accordance with the Contract Documents, the entire Work for the assigned project.

All of the Work assigned by the County is the responsibility of the Contractor, unless specifically described as an item of Work to be provided by the County. The Contractor shall be responsible for the supervision, administration, and Work performed by any sub-contractor.

**6. Commencements and Completion**

The Contract shall commence upon execution by the County, and shall expire three (3) years from the date of execution thereof.

**7. Notification of Surety Company**

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or if decreased or increased Work, or of the cancellation of the Contract, or of any other act or acts by

the County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

**8. Payment Bond**

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

**9. Performance Bond**

As a part of the execution of this contract, the Contractor shall furnish in triplicate, a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performances of all covenants and stipulations under this contract. The amount of this bond shall be one hundred percent (100%) of the total contract price.

**10. Compliance with all Applicable Laws**

Contractor shall conform to and abide by all Federal, State, Regional Water Board, California Integrated Waste Management Board and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, National Electrical code, Uniform Building Code, Uniform Plumbing Code, and any/all other applicable laws and regulations. Nothing in these plans or specifications is to be construed to permit Work not conforming to these codes.

**11. Reporting Accidents**

The Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the Work is in progress in which bodily injury is sustained or property loss in excess of FIVE HUNDRED DOLLARS AND NO/100 (\$500.00) occurs.

**12. Payment of all Federal, State, or City Taxes**

Any federal, state or city tax payable on the articles furnished by the Contractor under the Contract shall be included in the Contract price and paid by the Contractor except as otherwise stated in paragraph 4.

**13. State Labor Requirements**

Hours of Work:

- A. Eight hours of labor shall constitute a legal day's Work upon all Work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor under this Contract, upon the Work, shall be required or permitted to Work thereon more than 8 hours in any 1 calendar day and/or more than 40 hours in any 1 calendar week except as provided in Section 1815 of the Labor Code of California, and it is further expressly stipulated that for each and every

violation of said last named stipulation, said Contractor shall forfeit, as penalty to the said County, \$50.00 for each workman employed in the execution of this Contract, or by any sub-contractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than 8 hours in any 1 calendar day or more than 40 hours in any 1 calendar week in violation of the provisions of said Labor Code.

B. In accordance with the provisions of the Labor Code of the State of California, the Contractor, and each sub-contractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the Work contemplated by the Contract, which record shall be open at all reasonable hours to the inspection of the County or its officers or agents, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

**14. Travel and Subsistence Pay**

Pursuant to the provisions of Section 1773.8 of the Labor Code of the State of California, the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work, as such Travel and Subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with said Section 1773.8.

**15. Apprentice Employment**

A. Pursuant to the provisions of Section 1777.5 as amended, the Contractor or sub-contractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code Section 1777.5 and are available from the applicable Joint Apprenticeship Committee.

B. The administration of the apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

C. The Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**16. Wage Rates**

A. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of Contractor or any sub-contractor engaged in Work on the Project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of

Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any sub-contractor and such laborers and mechanics.

- B. Any laborer or mechanic employed to perform Work on the Project under this Contract, which Work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification, which most nearly corresponds to the Work to be performed by him.
- C. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate contained in this Contract.
- D. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the County shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than prevailing rate established by the Department of Industrial Relations for such Work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
- E. An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 - 1775.
- F. All Contractors and sub-contractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor or sub-contractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.
- G. Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of Contractors who Work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.
- H. Copies of the applicable prevailing wage rates are on file with the El Dorado County Department of General Services, Facilities Division at 3000 Fairlane Court, Suite 2, Placerville, California 95667, and they are available to any interested party on request.

## **17. Certified Payroll**

As required under the provisions of Labor Code Section 1776 Contractor and sub-contractors shall keep accurate payroll records:

- A. The payroll records shall show the name, address, social security number, Work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by him or her in connection with the Work.

- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:
- C. Make available or furnish to the employee or his or her authorized representative on request.
- D. Make available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- E. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, sub-contractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

**18. Discrimination In Employment**

No discrimination shall occur in the employment of persons upon the Work because of race, color, sex, national origin, or ancestry or religion of such persons.

**19. Convict-Made Materials**

Except as may be provided by law, the Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the construction under this Contract.

**20. Workers' Compensation Certification**

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

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for the worker's compensation or 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: Rehul D. Macaulay Dated: 8-11-2007

**21. Relocation of Utilities**

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

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

If the Contractor, while performing Work under this Contract, discovers utility facilities not identified in the contract plans or specifications, he shall immediately notify the Project Manager. The County shall not be liable for the Contractor's performance of unauthorized Work.

**22. Notice of Discovery of Hazardous Waste or Unusual Conditions**

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing, in the event the Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:
  - a. Material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - b. Subsurface or latent physical conditions at the site differing from those indicated in the Plan or in any Special Provisions as stated in the Specifications.
  - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract.
- B. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work shall issue a change order under the procedures described herein.
- C. In the event a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Contractor and the County.

23. **Sub-contracting**

The provisions of Sections 4100-4114, inclusive, of the Public Contract Code regarding sub-contracting shall apply to this Contract and Contractor represents that he/she will comply with all provisions therein. At no time shall County be obligated to pay separately for sub-contractor services.

24. **Additional Work**

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

Any such changes will be set forth in a contract change order (Change Order) which will specify the additional Work, adjustment of performance time, if any, and basis for additional compensation, if any. Any Change Order shall not become effective until approved in writing by the Director of Environmental Management.

If Change Orders are given in accordance with the provisions of this Contract, such Work shall be considered a part hereof and subject to each and all of its terms and requirements.

25. **Changes in the Work**

This Contract may be amended by mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no changes in the Contractor's Project Manager or sub-contractors without prior written approval by the County's Project Administrator.

26. **Successors and Assigns**

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

The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County and surety.

27. **Assignment and Delegation of Contract**

Neither this Contract, nor any part thereof, or any monies due or to become due hereunder, may be assigned by the Contractor without the approval of the County. County may assign this Contract to a lender, or any third party that assumes the obligations of the County hereunder.

## **28. Separate Contracts**

The County reserves the right to let other contracts in connection with this Work. The Contractor shall afford all other such contractors reasonable opportunity for storage of their materials, shall provide that the execution of his Work properly connects and coordinates with theirs, and shall cooperate with them to the end of facilitating the Work.

## **29. Default, Termination and Cancellation**

- A. Default: Upon the occurrence of any default of the provisions of this Contract, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reasons(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable period of time. No such notice shall be deemed a termination of this Contract unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Contract, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or in voluntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Contract in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of the Contract.
- D. Termination or Cancellation without Cause: Notwithstanding any other provisions in this Contract, County may terminate this Contract in whole or in part seven (7) calendar days upon written notice by County for any reason. If such termination is effected, County will pay for satisfactory services rendered prior to the effective days as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for Contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- E. In the event of termination for Default, Bankruptcy, or Contractor Ceasing Performance, County reserves the right to take over and complete the Work by Contract or by other means.

## **30. Liquidated Damages**

County and Contractor recognize that time is of the essence of this Contract and that County will suffer financial loss if the Work is not completed within the time specified in Section 5, "Commencements and

Completion" above, plus any extensions thereof allowed in accordance with the Specifications. They also recognize the delays, expense, and difficulties involved in proving 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 one thousand dollars (\$1,000.00) for each day that expires after the time specified in Section 5 above until the Work is complete.

### **31. Guarantee**

- A. Final Guarantee** The Contractor shall guarantee all materials, equipment furnished, and work performed for a period of 1 year. Contractor warrants and guarantees for a period of one year from the date of Notice of Substantial Completion that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. Extended Guarantees** If a guaranty exceeding one year is provided by the supplier or manufacturer of any equipment used in this Project, then the guarantee for such 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 their suppliers or manufacturers.
- C. Warranty** The Contractor warrants to the County that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, 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 of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### **32. County Not Liable for Damages**

The County or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to said Work, or part thereof, or in or about the same during its construction and before acceptance and the said Contractor shall assume all liabilities of every kind or nature arising from said Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever, other than for the active negligence of the County, its officers, agents and employees.

### **33. County Not Liable for Debts**

Indebtedness incurred for any cause in connection with this Work must be paid by the Contractor, and the County is hereby at all times from any indebtedness or claim other than the Contract price.

**34. Indemnity**

The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, sub contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prohibited by statute. This duty of Contractor to indemnify and save the County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**35. Environmental Indemnification**

To the fullest extent allowed by law, from and after recording of Notice of Completion, Contractor shall indemnify, defend, and save harmless County from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of Environmental and Toxics Warranty, representations, or covenants of Contractor under this Contract. Contractor further agrees to indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability as follows:

- A. Including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials in any location by Contractor, and
- B. Including, without limitation, the cost of any required or necessary remediation, repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following filing of the Notice of Substantial Completion to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Work prior to filing of the Notice of Substantial Completion. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of Notice of Completion of the Work.
- C. This Contract as to indemnity and reimbursement as above set forth to be undertaken by the Contractor shall survive the performance of the remainder of said Contract and shall remain in full force and effect notwithstanding such performance.
- D. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the active negligence of the County or the County's agents, servants or independent contractors.

**36. Insurance**

Contractor shall maintain, during the term hereof, insurance with respect to performance of this Contract of the types and in the minimum amounts described generally as follows, and provide proof of the policies of insurance satisfactory to the Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

**57. Execution of Contract**

**IN WITNESS THEREOF**, the parties hereto have executed this Contract the day and year first below written.

**EL DORADO COUNTY**

Dated: August 15, 2007

By: Gerri Silva  
Gerri Silva, M.S., REHS  
Environmental Management Director

**-- CONTRACTOR --**

Dated: 8-11-2007

By: Richard D. Macauley  
Richard Macauley, Owner  
Macauley Construction



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE



License Number

**778330**

Entry INDIV

Business Name

**MACAULEY CONSTRUCTION**

Classification(s) **A**

Expiration Date **05/31/2008**



C. L. RAFFETY, C.P.A.  
TREASURER AND TAX COLLECTOR  
360 FAIR LANE  
PLACERVILLE, CALIF. 95667-4197  
(530) 621-5800 Placerville  
(530) 573-3011 South Lake Tahoe

County of El Dorado  
BUSINESS LICENSE

Business  
License No. 2006-037425

ORDINANCE 3515

INDIVIDUAL	PARTNERSHIP	CORPORATION
XXX		

Business Name ..... MACAULEY CONSTRUCTION .....

Mailing Address ..... 2500 RUNNING DEER RD .....

City ..... SHINGLE SPRINGS CA 95682 ..... Phone ..... (530) 622-2936

Type of Business ..... CONTRACTOR - SPECIALTY .....

Business Street Location ..... 2500 RUNNING DEER RD .....

Business Owners (Attach list of additional  
owners, partners or corporate officers)

MACAULEY, RICHARD

Contractor's License Number ..... 778330 .....

Signature of Owner .....

Date .....

The person, partnership or corporation above named is hereby granted a license to engage in, carry on or conduct in the unincorporated area of the County of El Dorado, California the business, trade, calling, profession, exhibition or occupation described above for the period indicated. Granting of this license does not entitle the licensee to operate or maintain a business in violation of any other law or ordinance.

POST IN A CONSPICUOUS PLACE

APPLICATION DATE	EXPIRATION DATE	FEES PAID
09-25-2006	10-01-2007	\$32.00

NOTE: No business license issued for any itinerant business  
shall be valid unless accompanied by an El Dorado County  
Itinerant Business Permit issued by the Sheriff of El Dorado  
County.

By ..... C. L. RAFFETY

TAX COLLECTOR

SHOP EL DORADO COUNTY FIRST

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Richard D. Macauley	
	Business name, if different from above	
	Macauley Construction	
	Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ► ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
	1205 Greenstone Cut Off	
	City, state, and ZIP code	
Placerville, CA 95667-8275		
List account number(s) here (optional)		
Requester's name and address (optional)		
El Dorado County 2850 Fairlane Court Placerville, CA 95667		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
 5 | 6 | 9 + 3 | 9 + 1 | 7 | 4 | 4

or

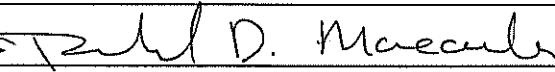
Employer identification number  
 9 | 4 + 3 | 2 | 7 | 1 | 0 | 9 | 6

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ► 	Date ► 7-5-07
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

YEAR

2007

## Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&amp;TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.  
(Please type or print)

Withholding agent's name

El Dorado County Environmental Management Dept.

Vendor/Payee's name

Richard D. Macauley dba Macauley Construction

Vendor/Payee's Social security number  
 SOS no.  California corp. no.  FEIN  
94-3271096Note:  
Failure to furnish your identification number will make this certificate void.

Vendor/Payee's address (number and street)

1205 Greenstone Cut Off

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.  
( 530 ) 622-2936City  
PlacervilleState  
CAZIP Code  
95667

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

 **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

 **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

 **Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

 **Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

 **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

 **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 **California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

 **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) Richard D. Macauley, Owner

Vendor/Payee's signature ► Richard D. Macauley Date 7-5-07



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-03-2007

GROUP: 000403  
 POLICY NUMBER: 0000317-2008  
 CERTIFICATE ID: 58  
 CERTIFICATE EXPIRES: 07-01-2008  
 07-01-2007/07-01-2008

EL DORADO CNTY EVIRONMENTAL MNGT DEPT  
 KEVIN GILLILAND  
 2850 FAIRLANE CT BLDG C  
 PLACERVILLE CA 95687-4100

NF

JOB: UNION MINE DISPOSAL SITE MAINT.

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:  
 THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;  
 EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING  
 CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS'  
 COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2007-07-03 IS  
 ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
 EL DORADO CNTY EVIRONMENTAL MNGT DEPT

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2004 IS  
 ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

MACAULEY, RICH AND MACAULEY, NICOLE DBA: NF  
 MACAULEY CONSTRUCTION  
 1205 GREENSTONE CUTOFF RD  
 PLACERVILLE CA 95667

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MR  
MACA-R1

DATE (MM/DD/YYYY)  
07/03/07

PRODUCER

Craig C. Hansen Insurance  
2103 3rd Street  
Eureka CA 95501  
Phone: 707-445-9691 Fax: 707-445-9102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Richard Dean Macauley  
DBA: Macauley Construction  
2500 Running Deer Drive  
Shingle Springs CA 95682

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Stonington Insurance Co.

INSURER B: Navigators Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGE(S)

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input checked="" type="checkbox"/></p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC</p>	SF06XGL004805-00	09/14/06	09/01/07	<p>EACH OCCURRENCE \$ 1,000,000</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000</p> <p>MED EXP (Any one person) \$ 5,000</p> <p>PERSONAL &amp; ADV INJURY \$ 1,000,000</p> <p>GENERAL AGGREGATE \$ 2,000,000</p> <p>PRODUCTS - COMP/OP AGG \$ 2,000,000</p>
A	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input checked="" type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input checked="" type="checkbox"/> HIRED AUTOS</p> <p><input checked="" type="checkbox"/> NON-OWNED AUTOS</p> <p><input type="checkbox"/></p> <p>GARAGE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/></p> <p>EXCESS/UMBRELLA LIABILITY</p> <p><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE</p> <p><input type="checkbox"/> DEDUCTIBLE</p> <p><input type="checkbox"/> RETENTION \$</p>	FPSP0001112801	09/01/06	09/01/07	<p>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p>AUTO ONLY - EA ACCIDENT \$</p> <p>OTHER THAN EA ACC \$</p> <p>AUTO ONLY: AGG \$</p> <p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p> <p>\$</p> <p>\$</p> <p>\$</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</p> <p>If yes, describe under SPECIAL PROVISIONS below</p> <p>OTHER</p>				<p>WC STATUTORY LIMITS OTH- ER</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Union Mine Disposal Site & Maintenance

The County of El Dorado, its officers, officials, employees and volunteers are included as Additional Insured with respect to the General Liability per form ANF-ES 043. This coverage is primary.

\*Ten day notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

El Dorado County  
Environmental Mgmt Dept.  
Attn: Kevin Gilliland  
2850 Fairlane Ct.  
Placerville CA 95667

ELDORCO

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# BLANKET ADDITIONAL INSUREDS— OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

### Name of Person or Organization:

Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

**B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

#### 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. The words "you" and "your" refer to the Named Insured shown in the Declarations.**

**D. "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.**

#### Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

#### Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.