

**CRACK REPAIR AND SLURRY SEAL WEST HANGAR AND APRON AREA,
REMARK RUNWAY BLAST PADS, CONSTRUCT RUNWAY EXIT TAXIWAY B**

CONTRACT #PW 10-30534

This Contract is made and entered into in triplicate by and between the County of El Dorado, a political subdivision of the State of California, by the Department of Transportation, hereinafter referred to as "Owner", "County", or "Grantee" and California Pavement Maintenance Company, Inc., hereinafter referred to as "Contractor".

Article 1: The Work. The Work is generally described as Placerville Airport, Placerville, California, CRACK REPAIR AND SLURRY SEAL WEST HANGAR AND APRON AREA, REMARK RUNWAY BLAST PADS, CONSTRUCT RUNWAY EXIT TAXIWAY B, AIP NO. 3-06-0188-13. The Contractor shall complete the Work as specified in the Contract Documents.

Article 2: Contract Documents. The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents":

- Notice to Bidders
- Instructions to Bidders
- Completed Bid Proposal (Pages 1 through 24)
- Bidder's Bond
- This Contract including Attachment "A", Contractor's Bid and Bid Price Schedule, Attachment "B," Contractor's/Subcontractor's Certification Concerning State Labor Standards and Prevailing Wages; Attachment "C," Drug-Free Workplace Certification; Attachment "D," Equal Employment Opportunity Policy Statement; Attachment "E," Harassment or Discrimination in Employment; and Attachment "F," Standard Federal Contract Clauses and Requirements for Construction Contracts
- Withholding Exemption Certificate 590
- Request for Taxpayer ID Number and Certification Form W-9
- Certificate of Insurance
- Performance Bond
- Payment Bond
- Guarantee
- Local Agency Bidder – DBE Information
- El Dorado County Specifications
- Disadvantaged Business Enterprise (DBE)
- F.A.A. General Provisions
- Special Conditions
- Contract Drawings and Plans
- Technical Provisions
- Duly issued addenda
- Duly issued responses to bidders' inquiries
- Supplemental Drawings issued
- Shop Drawings and Manufacturers' Instructions approved
- Approved Field Orders, Construction Change Directives, and Change Orders

All of the above named Contract Documents are intended to cooperate and be complementary, and Work required by one and not by others shall be performed as if required by all. In the event of a conflict between the Plans and Specifications, the Plans shall generally prevail; provided, however, any such conflict shall be immediately brought to the notice of the Owner for interpretation and confirmation.

Article 3: Covenants. For and in consideration of the covenants, promises, and agreements as set forth herein, the Contractor promises and agrees with the Owner to do all the Work and to furnish at Contractor's own cost and expense all labor, material and equipment, necessary to complete in a good, workmanlike and substantial manner, in strict accordance with the Contract Documents, the entire Work for the project as indicated in the Bid Documents, and Contract Documents titled: Placerville Airport, Placerville, California, CRACK REPAIR AND SLURRY SEAL WEST HANGAR AND APRON AREA, REMARK RUNWAY BLAST PADS, CONSTRUCT RUNWAY EXIT TAXIWAY B, AIP NO. 3-06-0188-13, and to further perform all obligations, covenants and conditions of the Contract as set forth in the Contract Documents.

Article 4: Compensation: Owner promises and agrees to pay to the Contractor for satisfactory performance under the Contract Documents of construction of the Work, and completion of all obligations, covenants, and conditions described in the Contract Documents, subject to additions and deductions as provided in the Contract Documents.

This contract is a unit price contract and payment will be made at unit prices bid for the actual quantities furnished and installed. A copy of the Contractor's Bid and Bid Price Schedule setting forth the unit prices to be paid is attached as Attachment A and shall be considered a part of this contract.

Article 5: Federal Compliance for Grant Funds: The Contractor acknowledges that the Contract is funded through Federal and/or State grant funds and that the Contractor shall perform, and any contract between the Contractor and any subcontractor shall require performance, as follows:

1. To perform the Work in accordance with Federal, State and local housing and building codes as are applicable, including but not by way of limitation, environmental, building, planning, zoning, health and safety, relocation, labor, fair employment and housing, and historic preservation.
2. To comply with all State and Federal requirements described in Attachments B, C, D, E and F of this Contract which pertain to, among other things, Drug-Free Workplace Certification, labor standards, DBE requirements, Equal Employment Opportunity, and Buy American.
3. Maintain the Worker's Compensation Insurance as set forth in the Specifications herein.
4. Maintain unemployment insurance, disability insurance and liability insurance in an amount set forth in the Specifications herein.

5. Retain all books, records, accounts, documentation, and all other materials relevant to the Contract for a period of three (3) years from date of termination of the Contract, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to the Contract and any amendments, whichever is later.
6. Permit the State, Federal government, the Bureau of State Audits, the Department of Criminal Justice Planning and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the Contract for the purpose of monitoring, auditing, or otherwise examining said materials.

Article 6: Equal Opportunity Compliance: Contractor agrees as follows:

1. The Civil Rights and Age Discrimination Acts Assurances:
During the performance of this Contract, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964 and the Age Discrimination Act of 1975, and all implementing regulations.
2. State Nondiscrimination Clause:
 - A) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act, (FEHA) and its implementing regulations, California Administration Code, Title 2, Division 4, and Government Code 11135-11139.5 and the applicable regulations promulgated thereunder (California Code of Regulations, Title 22, Sections 98000-98413 et seq. and Title VI of the Civil Rights Act of 1964). These applicable regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - B) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Contract.
 - C) The Contractor shall comply with Title V, Section 504 of the Rehabilitation Act of 1973 (29 USC, Section 947) California Government Code Section 4450, and California Administrative Code, Title 2, Division 4, Chapter 2, Subchapter 9, 7293.9, which prohibits exclusion, denial of benefits, or discrimination based solely on the basis of disabilities, and provides that employers shall notice reasonable accommodations to the physically handicapped.

3. Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 that:
- A) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - C) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D) The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, and with the implementing regulations of Title VI of the Civil Rights Act of 1964 of the Department of Justice.
 - E) The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency, the Attorney General, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F) In the event of the Contractor's noncompliance with the discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

- G) The Contractor shall include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor, sub recipient 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 18 in the award and administration of United States Department of Transportation (USDOT) - assisted contracts. Failure by 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. Each subcontract signed by the bidder must include this assurance.

Article 7: Drug-Free Workplace Certification

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace by taking the following actions and shall require all sub-contractors to take the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Provide that every employee who performs work under this Contract:
 - 1) will receive a copy of the Contractor's drug-free policy statement, and
 - 2) will agree to abide by the terms of the Contractor's statement as a condition of employment of this Contract.

Failure to comply with these requirements may result in suspension of payments under this Contract or termination of the Contract or both.

Article 8: ADA Compliance: Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq) as well as all applicable regulations and guidelines issued pursuant thereto.

Article 9: Commencement and Completion: The commencement date of the Contract for determination of the time for completion shall be set forth in the Notice to Proceed issued by the Owner. The Contractor shall complete all work required by the Contract within forty-five (45) working days after said commencement date, as adjusted and provided for in the Contract Documents.

Article 10: Liquidated Damages: The Work to be performed under the Contract shall commence on the date specified in the Notice to Proceed by the County, and the Work shall be fully completed within the time specified in Notice. The Owner and Contractor realize that time is of the essence for completion, and the County will suffer financial loss if the Work is not completed in the time specified. In the event that the Contractor does not complete all Work required by the Contract within the time specified in Article 9, liquidated damages shall be imposed upon the Contractor. After considering such a breach and all aspects of the Work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the Work, and the additional cost and difficulty of using the disarranged facilities during the Work, the parties agree that a reasonable daily damage for such a breach, will be \$500 per calendar-day, and the payment of the same, is payment of liquidated damages and not a penalty. It is understood that this Contract for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this Contract, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this Contract.

Article 11. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials: No member, officer, or employee of the County, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the program assisted under this Contract. The Grantee and Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Article 12. Guarantee: 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 the County, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the Contract and for a period of one year from the date of the Notice of Acceptance of the Work. Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to Contractor Work performed under this Contract at no expense to the County during the term of this Contract and for a period of one year from the date of the Notice of Acceptance of the Work.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition 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) days after being notified in writing by the 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 13: State Labor Standards and Prevailing Wage Certification: Contractor and its subcontractors shall each execute Attachment B, "Contractor's/Subcontractor's Certification Concerning State Labor Standards and Prevailing Wage" (Attachment B Certification). Contractor shall submit the executed Attachment B Certifications to the County with the signed contract, bonds, and other required contract documents within 10 calendar days, not including Sundays and holidays, of the date of the notice letter from the County that the contract has been awarded. Copies of the general prevailing rate of wages in the County in which the Work is to be done are on file at the Department of Transportation principal office, and shall be made available upon request, and in the case of projects involving federal funds, federal wage requirements have been included in the Contract Documents.

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. Contractors shall comply 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).

Article 14: 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 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: _____ Dated: _____

Article 15: Indemnity. To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the County and the State of California and its (their) officers, directors, and employees, 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 or 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 of California, 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 of California, or any federal government agencies its (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 16: Insurance: Contractor shall provide proof of policy(ies) of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets all the requirements set forth in Article 8 of the El Dorado County Specifications.

Article 17: Cancellation of Agreement: The Owner reserves the right to terminate this Contract at any time for any reason by serving written notice to the Contractor as set forth in Article 10 of the El Dorado County Specifications.

Article 18: Administrator: The County Officer or employee with responsibility for administering this agreement is Russell Nygaard, Deputy Director – Facilities Engineering Division, Department of Transportation, or successor.

Article 19: Venue: Any litigation arising out of this contract shall be brought in El Dorado County and governed by California law.

Article 20: Retainage: The 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 21: Retention of and Access to Records: All accounting records and other supporting papers of Contractor's connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment by County or when all other pending matters are closed and shall be held open to inspection and audit by representatives of County, State, the Bureau of State Audits, the Department of Criminal Justice, United States Department of Transportation, the Federal Aviation Administration, Comptroller General of the United States, or any duly authorized representative of the Federal Government and copies thereof shall be furnished upon request.

Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. All of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment by County or all other pending matters are closed. Representatives of County, State, the Bureau of State Audits, the Department of Criminal Justice, United States Department of Transportation, the Federal Aviation

Administration, Comptroller General of the United States, or any duly authorized representative of the Federal Government shall have access to any books, documents, papers, and records that are pertinent to the contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

In order to monitor the progress of projects funded in whole or in part by federal funds, federal agencies rely heavily on inspection data. Inspections shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 49CFR 18.40(c). Information to be supplied by Contractor shall be reported to County on an as requested basis.

Article 22: Authorized Signatures: The parties to this agreement warrant and represent that the undersigned individuals executing this agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

COUNTY OF EL DORADO

**Norma Santiago, Chair
Board of Supervisors**

ATTEST:
**Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors**

By: _____
Deputy Clerk

Date: _____

CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC.

Dated: _____

By _____
**Mike Marchini
Vice President**

Dated: _____

By _____
**Tina Feeney
Corporate Secretary**

CONTRACTOR'S BID AND BID PRICE SCHEDULE

PLACERVILLE AIRPORT, PLACERVILLE, CALIFORNIA
CRACK REPAIR AND SLURRY SEAL WEST HANGAR AND APRON AREA
REMARK RUNWAY BLAST PADS
CONSTRUCT RUNWAY EXIT TAXIWAY B
AIP NO. 3-06-0188-13
PW #10-30534
CIP #93123

Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price (In Figures)	Amount (In Figures)
1	Marking and Lighting of Closed Airport Facilities (P-149)	L.S.	L.S.	LUMP SUM	\$ 1,500.00
2	Mobilization (P-150)	L.S.	L.S.	LUMP SUM	\$ 11,230.70
3	Clearing and Grubbing (P-151)	L.S.	L.S.	LUMP SUM	\$ 4,240.00
4	Unclassified Excavation (P-152)	Cu. Yd.	250.0	\$ 39.75	\$ 9,937.50
5	Scarify and Recompact Six Inches of Subgrade (P-152)	Sq. Yd.	600.0	\$ 1.36	\$ 816.00
6	Imported Aggregate Subbase Course (P-154)	Ton	140.0	\$ 56.55	\$ 7,917.00
7	Aggregate Base Course (P-208)	Ton	180.0	\$ 56.55	\$ 10,179.00
8	Bituminous Surface Course (P-401)	Ton	110.0	\$ 226.84	\$ 24,952.40
9	Saw Cut Existing Bituminous Surface Course (P-401)	Ln. Ft.	176.0	\$ 4.24	\$ 746.24
10	Bituminous Prime Coat (P-602)	Ton	1.0	\$ 2,345.78	\$ 2,345.78
11	Bituminous Tack Coat (P-603)	Ton	1.0	\$ 227.90	\$ 227.90
12	Crack Repair (P-605)	Ln. Ft.	13,500.0	\$ 1.47	\$ 19,845.00
13	Removal of Airfield Marking (P-620)	Sq. Ft.	8,075.0	\$ 1.06	\$ 8,559.50
14	Airfield Marking (P-620)	Sq. Ft.	8,210.0	\$ 2.12	\$ 17,405.20
15	Slurry Seal (P-626)	Sq. Yd.	28,555.0	\$ 1.78	\$ 50,827.90
16	12-inch RCP, Class IV (D-701)	Ln. Ft.	202.0	\$ 77.75	\$ 15,705.50
17	Drop Inlets, Type P (D-751)	Each	1.0	\$ 8,130.20	\$ 8,130.20
18	Airfield Cable, L824, 1/C, No. 8, Type C, 5 KV, Furnish and Install in Duct or Conduit (L-108)	Ln. Ft.	1,530.0	\$ 1.38	\$ 2,111.40
19	Underground Electrical Duct, Type II, 1-way, 2-inch (L-110)	Ln. Ft.	525.0	\$ 29.68	\$ 15,582.00
20	Underground Electrical Duct, Type I, 2-way,	Ln. Ft.	70.0	\$ 53.00	\$ 3,710.00

ATTACHMENT A
CONTRACT #PW 10-30534

Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price (In Figures)	Amount (In Figures)
	3-inch (L-110)				
21	Remove Existing Stake-Mounted Taxiway Edge Lights (L-125)	Each	12.0	\$ 47.70	\$ 572.40
22	Remove Existing Base-Mounted Runway Threshold Lights and Install Steel Cover Plate (L-125)	Each	12.0	\$ 328.60	\$ 3,943.20
23	New Taxiway Edge Lights, Base-Mounted, Complete in Place (L-125)	Each	12.0	\$ 1,621.80	\$ 19,461.60
24	Remove Existing Airfield Guidance Sign Complete with Transformer, Base, and Foundation (L-125)	Each	2.0	\$ 622.20	\$ 1,244.40
25	Remove Existing Airfield Guidance Sign and Transformer and Install Steel Cover Plate (L-125)	Each	4.0	\$ 222.60	\$ 890.40
26	New LED Airfield Guidance Signs on New Sign Base and L867 Base, 2 Character, Single Face, 1 Module, Lighted, Size 1 (L-125)	Each	2.0	\$ 4,377.80	\$ 8,755.60
27	New LED Airfield Guidance Signs on New Sign Base and L867 Base, 2 Character, Double Face, 1 Module, Lighted, Size 1 (L-125)	Each	2.0	\$ 4,621.60	\$ 9,243.20
	Total Bid				\$260,080.02

TOTAL BID (Words):
Two Hundred Sixty Thousand Eighty and 02/100

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES**

All Contractors and subcontractors shall give the following certification to the Owner and forward this certification to the Owner within 10 days after the execution of any Contract or subcontract.

- A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."

- B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract 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."

(Contractor/Subcontractor)

By: _____
(Signature)

(Typed Name and Title)

Date: _____

**ATTACHMENT C
CONTRACT #PW 10-30534**

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD. 21 (REV. 12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized/Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____
(date)
(NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC.
EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT**

California Pavement Maintenance Company, Inc. is an equal opportunity employer and is committed to an active Equal Employment Opportunity Program (EEOP). It is the stated policy of California Pavement Maintenance Company, Inc. that all employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40), sex, marital status, medical condition (cancer related), or physical handicap (includes all other medical conditions).

This organization will also conform to the Americans with Disabilities Act of 1990 (ADA), 42 USC, Sections 12101 et. seq., and U.S. Department of Justice implementing regulations, 28 CFR, Part 35.

All recruitment, hiring, placements, transfers, and promotions will be on the basis of individual skills, knowledge and abilities, and the feasibility of any necessary job accommodation, regardless of the above identified bases. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., are also administered without discrimination. Equal employment opportunity (EEO) will be promoted through a continual and progressive EEOP.

The objective of an EEOP is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

Connie Morotti has been designated EEO Coordinator. Inquiries concerning the application of Federal and State laws and regulations should be referred to her/him. The coordinator is responsible for administering program progress and initiating corrective action when appropriate. All personnel actions are monitored and analyzed to ensure the adherence of this policy. Regular annual reports are submitted to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor, for review and evaluation of progress.

To achieve the goals of our EEOP, it is necessary that each member of this organization understand the importance of the program and his/her individual responsibility to contribute toward its maximum fulfillment.

SIGNATURE	TITLE (Agency Head)	DATE
Mike Marchini		

SIGNATURE	TITLE (EEO/AA Officer)	DATE
Connie Morotti		

Government Code Section 12940 and Title 2 California Code of Regulations Section 7287 Requires All Employers to Post This Document.
State of California. Department of Fair Employment and Housing.

HARASSMENT OR DISCRIMINATION IN EMPLOYMENT

Because of

- Sex • Sexual Orientation • Race • Color • Religious Creed • Marital Status
- Denial of Family and Medical Care Leave • National Origin (Including Language Limitations)
 - Ancestry • Medical Condition (Cancer/Genetic Characteristics)
- Age (40 and above) • Disability (Mental and Physical) Including HIV and AIDS
 - Denial of Pregnancy Disability Leave or Reasonable Accommodation



IS PROHIBITED BY LAW

The California Fair Employment and Housing Act

(Part 2.8 (commencing with Section 12900) of Div. 3 of Title 2 of the Government Code) and the Regulations of the Fair Employment and Housing Commission (Cal. Code of Regs., Title 2, Division 4, Section 7285.0 through Section 8504)

- prohibit harassment of employees, applicants and independent contractors and requires employers to take all reasonable steps to prevent harassment. The prohibition against sex harassment includes a prohibition against sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions.
- prohibit employers from limiting or prohibiting the use of language in any workplace unless justified by business necessity and the employer has notified employees of the language restriction and consequences for violation.
- require that all employers provide information to each of their employees on the nature, illegality and legal remedies which apply to sexual harassment. Employers may either develop their own publication, which must meet standards as set forth in California Government Code Section 12950, or use a brochure which may be obtained from the Department of Fair Employment and Housing.
- require employers to reasonably accommodate disabled employees or job applicants in order to enable them to perform the essential functions of a job. Employers must engage in a timely, good faith interactive process in determining effective reasonable accommodations.
- permit job applicants and employees to file complaints with the Department of Fair Employment and Housing (DFEH) against an employer, employment agency, or labor union which fails to grant equal employment as required by law.
- prohibit discrimination against any job applicant or employee in hiring, promotions, assignments or discharge. On-the-job segregation also is prohibited.
- require employers, employment agencies, and unions to preserve applications, personnel and employment referral records for a minimum of two years.
- require employers to provide leaves of up to four months to employees disabled because of pregnancy, maternity, or childbirth.
- require an employer to provide reasonable accommodations requested by an employee, with the advice of her health care provider, related to her pregnancy, childbirth or related medical conditions.
- require employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for the birth of a child, the placement of a child for adoption or foster care, for an employee's own serious health condition, or to care for a parent, spouse or child with a serious health condition. (Employers are required to post a notice informing employees of their family and medical leave rights.)
- require employment agencies to serve all applicants equally; to refuse discriminatory job orders; to refrain from prohibited pre-hiring inquiries or help-wanted advertising.
- require unions not to discriminate in member admissions or dispatching to jobs.
- forbid any person to interfere with efforts to comply with the act. Permits employers to file complaints against workers who refuse to cooperate with the provisions of the law. Authorizes the DFEH to work affirmatively with cooperating employers to review hiring and recruiting practices in order to expand equal opportunity.

THE LAW PROVIDES FOR ADMINISTRATIVE FINES AND FOR REMEDIES FOR INDIVIDUALS, WHICH MAY INCLUDE:
hiring, back pay, promotion, reinstatement, cease-and-desist order, expert witness fees, reasonable attorney's fees and costs, punitive damages, and damages for emotional distress.

JOB APPLICANTS AND EMPLOYEES: If you believe you have experienced discrimination, you may file a DFEH complaint.

INDEPENDENT CONTRACTORS: If you believe you have been harassed, you may file a DFEH complaint.

Complaints must be filed within one year from the last act of discrimination/harassment.

For information contact the Department of Fair Employment and Housing:

Toll Free 1-800-884-1684
SACRAMENTO, CA Area/OUT OF STATE (916) 227-0551
TTY Number 1-800-700-2320 Website: www.dfeh.ca.gov

This notice must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, etc. This publication can be made available in Braille, large print, computer disk or tape cassette. For a copy, contact 1-800-884-1684. For Sacramento, CA Area/Out-of-State calls contact (916) 227-0551. (Rev. 11/02)

The Fair Employment and Housing Act Specifics:

- Prohibits discrimination in all aspects of employment including hiring, termination and terms and conditions
- Prohibits harassment of employees or applicants and requires employers to take all reasonable steps to prevent harassment from occurring.
- Requires that all employers provide information to each of their employees describing the forms of sexual harassment, its illegality, the internal and external complaint processes and legal remedies.
- Requires employers to reasonably accommodate employees or job applicants with disabilities in order to enable them to perform the essential functions of the job.
- Requires employers to provide leaves of up to four months to employees disabled because of pregnancy or childbirth.
- Requires an employer to provide reasonable accommodations requested by an employee, with the advice of her health care provider, related to her pregnancy, childbirth, or related medical conditions.
- Requires employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for the birth of a child, the placement of a child for adoption or foster care, for an employee's own serious health condition, or to care for a parent, spouse, or child with a serious health condition. (Employers are required to post a notice informing employees of their family and medical leave rights.)
- Requires employment agencies to serve all applicants equally; to refuse discriminatory orders; to refrain from prohibited pre-employment inquiries or advertising.
- Prohibits discrimination by unions in membership or employment referrals.
- Prohibits retaliation against any person who has filed a complaint with the Department, participated in a Department investigation or opposed any activity prohibited by the Act.

The law provides for a variety of remedies, which may include:

- Hiring
- Back Pay
- Promotion
- Reinstatement
- Cease and Desist Orders
- Damages for Emotional Distress
- Reasonable Attorneys Fees and Costs
- Expert Witness Fees
- Administrative Fines and Court Ordered Punitive Damages

Persons who believe they have experienced employment discrimination may file a DFEH complaint. Complaints must be filed within one year from the date of the alleged discrimination.

Persons wishing to file a lawsuit directly in court must obtain a "right-to-sue" from DFEH. For information on this process, call the toll-free number listed below.

Within California

1-800-884-1684

1-800-700-2320 TTY

Outside California:

(916) 227-0551

**STANDARD FEDERAL CONTRACT CLAUSES AND
REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS
(VERSION 1, 1/5/90)**

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

1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), 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 contract.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS
(VERSION 2, 4/23/90)**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (1) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits, or
- (2) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

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

**INSPECTION OF RECORDS - 49 CFR PART 18
(VERSION 1, 1/5/90)**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**RIGHTS TO INVENTIONS - 49 CFR PART 18
(VERSION 1, 1/5/90)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

COPYRIGHTS AND PATENTS (49 CFR 18.34 and 49 CFR 18.36)

This project will be funded, in part, with federal funds. The USDOT reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government proposes:

- (a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or subgrant;
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support; and

The patent rights to any discovery or invention which arises or is developed in the course of or under such contract.

**BREACH OF CONTRACT TERMS
SANCTIONS - 49 CFR PART 18
(VERSION 1, 1/5/90)**

Any violation or breach of the terms of this contract on the part of the contractor or subcontractors may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation to any duties, obligations, rights, or remedies otherwise imposed or available by law.

ENERGY CONSERVATION REQUIREMENTS – 49 CFR PART 18.36

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM – REQUIRED CONTRACT CLAUSES IN ACCORDANCE WITH 49 CFR PART 26 (1-8-99)

Policy - It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have an equitable opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the Department of Transportation of the County of El Dorado has adopted this policy; therefore the DBE requirements of 49 CFR Part 26 apply to this agreement.

DBE Obligation – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Satisfactory Performance and Release of Retainage – The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime Contractor receives from the Owner. The prime Contractor agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 515 VETERANS PREFERENCE (VERSION 1, 1/5/90)

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515 (c) (1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**TERMINATION OF CONTRACT - 49 CFR PART 18
(VERSION 1, 1/5/90)**

1. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the County.

2. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the County for any additional cost occasioned to the County thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.

5. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS
(49 CFR Part 18.36)**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a

facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

Pursuant to 49 CFR 18.36 (i)(12) Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1875(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and FRL 5513-1, as thereafter modified or amended.

DAVIS BACON REQUIREMENTS - 29 CFR PART 5 (VERSION 2, 4/23/90)

1. Minimum Wages.

a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)] the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (1) d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1) b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with

the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

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

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) b. 2. or 3. of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

3. **Payrolls and Basic Records.**

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

b. (1) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to Reinard W. Brandley, Consulting Airport Engineer, for review and approval and for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (3)a. above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(a) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)a. above and that such information is correct and complete;

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

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

(1) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)b.2. of this section.

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

c. The contractor or subcontractor shall make the records required under (3)a. of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours

on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval,

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

c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance With Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

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

7. **Contract Termination: Debarment.** A breach of the contract clauses in paragraphs (1) through (10) of this section and paragraphs (1) through (5) of the next section below may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

10. **Certification of Eligibility.**

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

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORKHOURS AND SAFETY STANDARDS
ACT REQUIREMENTS - 29 CFR PART 5
(VERSION 1, 1/5/90)**

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

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) above in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) above.

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

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

5. **Working Conditions.** No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)
(VERSION 1, 1/5/90)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICES TO BE POSTED PER PARAGRAPHS

(1) AND (3) OF THE EEO CLAUSE – 41 CFR PART 60-1.4(b) (VERSION 1, 1/5/90)

Equal Employment Opportunity is the Law – Discrimination is Prohibited by the Civil Rights Act of 1964 and by Executive Order No. 11246 Title VII of the Civil Rights Act of 1964 – Administered by:

The Equal Employment Opportunity Commission

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 25 or more employees, by Labor Organizations with a hiring hall of 25 or more members, by Employment Agencies, and by Joint Labor-Management Committees for Apprenticeship or Training.

Any person who believes he or she has been discriminated against should contact:

The Office of Federal Contract Compliance Programs
 U.S. Department of Labor
 Washington, D.C. 20210

**NOTICE FOR SOLICITATIONS FOR BIDS
 (BID NOTICE) - 41 CFR PART 60-4.2
 (VERSION 1, 1/5/90)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Area Covered	Timetable	Goals (Percent) for Minority Participation For Each Trade	Goals (Percent) for Female Participation for Each Trade
<u>State:</u> California El Dorado County	Until Further Notice	17.5 to 20.0	6.9

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is Placerville, El Dorado County, California.

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS - 41 CFR 60-1.8
(VERSION 1, 1/5/90)**

(3) A Certification of Nonsegregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(4) Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

(1) A Certification of Nonsegregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (41 CFR 60-4.3)
(VERSION 2, 4/23/90)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to

make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (7) a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization, and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)b. above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of

applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor' EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations [(7) a through p]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7) a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal employment opportunity to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority is under-utilized.”

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977, and the Community Development Block Grant Program).

**BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS
FOR CONSTRUCTION CONTRACTS
(JAN. 1991)**

1. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
 - a. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (2)(a) or (b) shall be treated as domestic.
 - b. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 - c. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

2. The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except those-
 - a. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 - b. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
 - c. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Only FAA approved manufacturers meeting the Buy America Preference Requirements can provide the FAA approved equipment and materials specified in these contract documents. A list of equipment certified by FAA as meeting the Buy America Preference Requirements of 49 USC 50101 is available at www.faa.gov/airports/aip/procurement/federal_contract_provisions/#construction.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with Title 2, Section 1200.220 the Debarment, Suspension, Ineligibility, and Voluntary Exclusion Provisions apply to all subcontracts associated with this contract. Contractor shall require all subcontractors to execute a debarment, suspension, ineligibility, and voluntary exclusion certification such as the one provided in the Proposal section of these contract documents.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL AGENCY REQUIREMENTS

County is relying rely on federal assistance or grants as well as on state funds for all or a portion of the funding for the Work to be provided under this Contract. As a requirement of County's use of federal and state funds, County is required to comply with certain federal and state contracting requirements and to extend those requirements to its third party contracts. Contractor shall comply and shall require its subcontractors to comply with all applicable provisions of federal and state regulations, including those required by the FAA and the US DOT as well as the requirements detailed in 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Contractor shall further comply with all applicable state and federal laws, regulations and policy; procedural or instructional memoranda. Failure of Contractor to comply with any federal or state provision may be the basis for withholding payments to Contractor and for such other remedies as may be appropriate including termination of this Contract. Contractor shall also comply with any flow-down or third-party contracting provisions which may be required under the federal and state regulations and which may apply to Contractor's subcontracts, if any, associated with this Contract. Contractor shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United State Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

COST PRINCIPLES

The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. as applicable, are the governing factors regarding allowable elements of cost for the Work to be performed under this Contract.

- A. Contractor and its subcontractors shall comply with Office of Management and Budget Circular A-87, Cost Principles for State, Local And Indian Tribal Governments; with Federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and with Contract Cost Principles, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Parts 31 et seq., insofar as those regulations may apply to Contractor and its subcontractors. This provision shall apply to every sub-recipient receiving funds as a Contractor or subcontractor under this Contract.

- B. Any expenditures for costs for which Contractor has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and

Budget Circular A-87, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Contractor to County.

- C. Travel and per diem reimbursements, if applicable, and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by Contractor.
- D. Notwithstanding any other provision of the Contract Documents to the contrary, payments to Contractor for mileage, travel or subsistence expenses, if applicable, for Contractor's staff or subcontractors claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates claimed are in excess of those authorized DPA rates, then Contractor is responsible for the cost difference, and any overpayments inadvertently paid by County shall be reimbursed to County by Contractor on demand within thirty (30) days of such demand.
- E. Contractor and its subcontractors shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Contractor and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

**** END OF SECTION ****

Withholding Exemption Certificate

2010

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)

590

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

Withholding agent's name

Vendor/Payee's name		Vendor/Payee's <input type="checkbox"/> SOS file no.		<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> CA corp. no.		<input type="checkbox"/> FEIN	
Address (number and street, PO Box, or PMB no.)						Apt. no./ Ste. no.	
City				State	ZIP Code		

Read the following carefully and check the box that applies to the vendor/payee.

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.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, 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 (SOS) to do business in California. The corporation will file a California tax return and 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 do any of the above, I will promptly notify the withholding agent. See instructions for General Information E, What is a Permanent Place of Business, 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 SOS, 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. For withholding purposes, a Limited Liability Partnership (LLP) 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 SOS, 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 notify the withholding agent.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). 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 notify the withholding agent. Individuals cannot be tax-exempt entities.

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 Trusts:

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

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. 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 in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

What's New

Backup Withholding – For taxable years beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, *Tax Information for Registered Domestic Partners*.

Private Mail Box – Include the Private Mail Box (PMB) in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. Do not abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should direct their calls to the California Employment Development Department (EDD) at 888.745.3886 or go to www.edd.ca.gov.

Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, not Form 590.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties for the right to use natural resources located in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding and waiver requests, get FTB Pub. 1017, *Resident and Nonresident Withholding Guidelines*. To get a withholding publication see General Information G, *Publications, Forms, and Additional Information*.

C Who can Execute this Form

Form 590 can be executed by the entity or individual listed on this form.

If an entertainer (a person or a business entity) is paid for a performance, the entertainer's information must be provided. Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, *Guidelines for Determining Resident Status*, and FTB Pub. 1032, *Tax Information for Military Personnel*, or call the FTB at 800.852.5711 or 916.845.6500.

E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation

engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information G.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, *Resident and Nonresident Withholding Statement*, and remit the withholding using Form 592-A, *Payment Voucher for Foreign Partner or Member Withholding*, Form 592-B, *Resident and Nonresident Withholding Tax Statement*, is retained by the withholding agent and a copy is given to the payee.

G Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900
Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos
TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

**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)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

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.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATE OF INSURANCE FORM FOR CONTRACTOR'S ARCHITECTS' AND/OR ENGINEER'S

CERTIFICATE ISSUER (1)		DATE EXECUTED	
PHONE ()		THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED (2) (14)		COMPANIES AFFORDING COVERAGE (3)	
PHONE ()		COMPANY A LETTER	COMPANY RATING
PROJECT DESCRIPTION (4)		COMPANY B LETTER	COMPANY RATING
PROJECT TITLE		COMPANY C LETTER	COMPANY RATING
PROJECT NUMBER		COMPANY D LETTER	COMPANY RATING
LOCATION: CAMPUS		COMPANY E LETTER	COMPANY RATING

THIS IS TO CERTIFY that the above insured has been issued policy(ies) for the limits of coverage specified with the company(ies) indicated, and that, with the exception of Automobile Liability, Worker's Compensation and Professional Liability Insurance, the insured's policy(ies) name THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA as an additional insured, including waiver of subrogation.

CL	Type of Insurance Coverage	Policy Number	Policy Effective Date	Policy Expiration Date	Limits of Liability (in Thousands)
	GENERAL LIABILITY (5) <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made <input type="checkbox"/> Owner's & Contractor' Protective <input type="checkbox"/> General Aggregate * <input type="checkbox"/> Per Project <input type="checkbox"/> Per Location				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$ DEDUCTIBLE \$
	ARCHITECTS AND/OR ENGINEER'S PROFESSIONAL LIABILITY (6) <input type="checkbox"/> Claims Made <input type="checkbox"/> Project				GENERAL AGGREGATE \$ EACH CLAIM \$ DEDUCTIBLE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$ DEDUCTIBLE \$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKER'S COMPENSATION				-----STATUTORY-----
	<input type="checkbox"/> EMPLOYER'S LIABILITY				(EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH OCCURRENCE) \$
	OTHER (8) <input type="checkbox"/> Installation Floater (9) <input type="checkbox"/> Builder's Risk (10) <input type="checkbox"/>				\$ \$ \$

* The General Aggregate limit, under Limits of Insurance, applies separately to each of your projects away from premises owned by or rented to you.

ISSUED TO: THE BOARD OF REGENT'S UNIVERSITY OF NEBRASKA (11)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR TERMINATED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL GIVE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION (12)
	AUTHORIZED SIGNATURE, TITLE, TYPED NAME AND SSN (13)

Reference: Certificate of Insurance Preparation Instructions

**COUNTY OF EL DORADO
CONTRACT #PW 10-30534
PAYMENT BOND**

(Section 3247, Civil Code)

Bond No. _____

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

California Pavement Maintenance Company, Inc.

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

**PLACERVILLE AIRPORT
CRACK REPAIR AND SLURRY SEAL WEST HANGAR AND APRON AREA
REMARK RUNWAY BLAST PADS
CONSTRUCT RUNWAY EXIT TAXIWAY B
AIP NO. 3-06-0188-13
PW #10-30534
CIP #93123**

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of _____ Dollars,

(\$ _____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 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: _____

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

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

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

NOTARY ACKNOWLEDGMENTS ATTACHED

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)

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
CONTRACT #PW 10-30534
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we California Pavement Maintenance Company, Inc.

the Contractor in the Contract hereto annexed, as Principal, and

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum of _____ DOLLARS, (\$ _____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: _____

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **AIP No. 3-06-0188-13, PW #10-30534, CIP #93123, for the CRACK REPAIR AND SLURRY SEAL WEST HANGAR AND APRON AREA, REMARK RUNWAY BLAST PADS, AND CONSTRUCT RUNWAY EXIT TAXIWAY B AT PLACERVILLE AIRPORT** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

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

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: _____, 2010.

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

	PRINCIPAL
	SURETY
	ATTORNEY-IN-FACT

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

NOTARY ACKNOWLEDGMENTS ATTACHED

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)

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)

CONTRACTOR'S GUARANTEE
CONTRACT #PW 10-30534
PLACERVILLE AIRPORT
PLACERVILLE, EL DORADO COUNTY, CALIFORNIA
CRACK REPAIR AND SLURRY SEAL WEST HANGAR AND APRON AREA
REMARK RUNWAY BLAST PADS
CONSTRUCT RUNWAY EXIT TAXIWAY B
AIP NO. 3-06-0188-13
PW #10-30534
CIP #93123

DEPARTMENT OF TRANSPORTATION (DOT)

As Contractor for the above referenced project, we hereby agree to 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 the County of El Dorado, ordinary wear and tear and unusual abuse or neglect excepted, during the term of the contract and for a period of one year from the date of Notice of Acceptance of the work.

We further agree to repair or replace any and all adjacent areas which have been damaged or displaced due to our work performed under this contract at no expense to the County of El Dorado during the term of this contract and for a period of one year from the date of Notice of Acceptance of the work.

We agree that this guarantee and the rights and obligations accruing therefrom shall be in addition 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 our failure to comply with the above mentioned conditions with (ten) 10 days after being notified in writing by the County of El Dorado, we hereby authorize the County of El Dorado to proceed to have said defects repaired and made good at our expense and we will honor and pay all costs and charges therefore upon written demand.

EXECUTED on this _____ day of _____, 2010.

CONTRACTOR

By _____

Title _____

By _____

Title _____

**CRACK REPAIR AND SLURRY SEAL WEST HANGAR AND APRON AREA
REMARK RUNWAY BLAST PADS
CONSTRUCT RUNWAY EXIT TAXIWAY B
CONTRACT #PW 10-30534**

**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSTRUCTION CONTRACTS)**

SUCCESSFUL BIDDER:

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter DBE prime and subcontractors certification number. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number.)

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the " Subcontractors Listing" submitted with your bid.

There is a column for the DBE participation dollar amount (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Contract Documents (construction contracts) to determine how to count the participation of DBE firms. Enter the Total Claimed DBE Participation dollars and percentage of the total amount bid that these dollars represent.

Exhibit 15-G2 must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.