BID PROPOSAL
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We INTERMOUNTAIN SLURRY SEAL, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of $ FIVE PERCENT (5%) OF BID AMOUNT Dollars

(state sum in words) FIVE PERCENT (5%) OF BID AMOUNT

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, identified as **BID # 0910-128, Federal Project # ARRA-0025(016), NDOT Project #: 60419** and titled **"2010 ARRA Micro-Paving Project".**

NOW, THEREFORE if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this 26th day of FEBRUARY 2010

Signature of Principal: [signature]

Title: Chief Estimator

(Seal)

Firm: INTERMOUNTAIN SLURRY SEAL, INC.

Address: 585 WEST BEACH STREET

City/State/Zip Code: WATSONVILLE, CA 95076

Written Name of Principal: Marc Thoreson

TERRY LONG
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-2777-2 - Expires January 29, 2013

ATTEST NAME

Signature of Notary: [signature]

Subscribed and sworn before me this 26th day of February 2010

(printed name of notary) TERRY LONG Notary Public for the State of Nevada

Claims Under this Bond May be Addressed to:	Nevada Resident Agent Information Complete for out of state bonding companies
Name of Surety FEDERAL INSURANCE COMPANY	Name of Local Agent AON Risk Insurance Services
Address 15 Mountain View Road	Address 199 Fremont Street, Suite 1500
City Warren	City SAN FRANCISCO
State/Zip Code NJ 07059	State/Zip Code CA, 94105
Name John Fuoss	Agent's Name Edgar Samuel Albrecht
Title Executive Underwriting Specialist	Agent's Title Attorney-in-Fact
Phone (908) 903-3484	Agents Phone (213) 630-3200
Surety's Acknowledgement By: [signature]	CYNTHIA P. JOHNSON, Attorney-in-fact

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for services of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Cruz

On 02/26/10 (Date) before me, V.J. Fox, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Cynthia P. Johnson, Attorney-In-Fact (Name(s) of Signer(s))

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

V.J. FOX
Commission # 1767859
Notary Public - California
Santa Cruz County
My Comm. Expires Sep 15, 2011

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 4021 (Signature of Notary Public) V.J. Fox, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John Gilliland, Cynthia P. Johnson, Kathleen Schreckengost, Ananya Mukherjee and Eve Perez of Watsonville, California**----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **17th day of December, 2009**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this. **17th** day of **December, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

STEPHEN B. BRADT NOTARY PUBLIC NEW JERSEY

STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **02/26/10**

FEDERAL INSURANCE COMPANY INDIANA · PACIFIC INDEMNITY COMPANY INCORPORATED JAN. 16, 1925 WISCONSIN · VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com

INTERMOUNTAIN SLURRY SEAL, INC.

BID PROPOSAL

BID # 0910-128
Federal Project #: ARRA-0025(016)
NDOT Project #: 60419
BID TITLE: 2010 ARRA Micro-Paving Project

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

COMPLETION of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

BIDDER acknowledges receipt of 0 Addendums.

SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
BP.1	Type 3 Micro-Surfacing	5,160	Ton	178.75	922,350.00
BP.2	Painted Pavement Marking 4-Inch Broken White Line	27,150	Linear Feet	0.13	3,529.50
BP.3	Painted Pavement Marking 4-Inch Solid White Line	115,300	Linear Feet	0.16	18,448.00
BP.4	Painted Pavement Marking 4-Inch Broken Yellow Line	8,700	Linear Feet	0.13	1,131.00
BP.5	Painted Pavement Marking 4-Inch Solid Yellow Line	10,000	Linear Feet	0.17	1,700.00
BP.6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow Line	25,550	Linear Feet	0.18	4,599.00
BP.7	Painted Pavement Marking 4-Inch Double Solid Yellow Line	59,200	Linear Feet	0.23	13,616.00
BP.8	Painted Pavement Marking 6-Inch Solid White Line	17,300	Linear Feet	0.18	3,114.00
BP.9	Painted Pavement Marking 8-Inch Solid White Line	5,425	Linear Feet	0.23	1,247.75
BP.10	Painted Pavement Marking 24-Inch Solid White Line	4,830	Linear Feet	1.50	7,245.00
BP.11	Painted Pavement Symbol or Legend	185	Each	50.00	9,250.00
BP.12	Painted Pavement Yield Marker (Shark Tooth)	224	Each	13.00	2,912.00
BP.13	Total Bid Price:				989,142.25

BP.14 Total Bid Price Written in Words:

nine hundred eighty nine thousand one hundred forty two dollars and twenty five cents

BID PROPOSAL

BP.15 BIDDER INFORMATION:

Company Name:	INTERMOUNTAIN SLURRY SEAL, INC.
Federal ID No.:	87-0307259
Mailing Address:	P.O. BOX 50085 (585 WEST BEACH STREET)
City, State, Zip Code:	WATSONVILLE, CA 95077-5085
Complete Telephone Number:	(831) 724-1011
Complete Fax Number:	(831) 768-4037
Fax Number including area code:	(775) 355-3458
E-mail:	marc.thoreson@gcinc.com
Contact Person / Title:	Marc Thoreson / Chief Estimator
Mailing Address:	P.O. BOX 50085 (585 WEST BEACH STREET)
City, State, Zip Code:	WATSONVILLE, CA 95077-5085
Complete Telephone Number:	(831) 724-1011
Complete Fax Number:	(831) 768-4037
E-mail Address:	

BP.16 LICENSING INFORMATION:

Nevada State Contractor's License Number(Optional):	SEE APPENDIX A1
License Classification(s):	
Limitation(s) of License:	
Date Issued:	
Date of Expiration:	
Name of Licensee:	
Carson City Business License Number:	10-00010489
Date Issued:	12/31/09
Date of Expiration:	12/31/10
Name of Licensee:	Intermountain Slurry Seal, Inc.

Appendix A1

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

INTERMOUNTAIN SLURRY SEAL INC

Licensed since March 19, 1986

License No. *0023657*

Is duly licensed as a contractor in the following classification(s):

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 03/31/2010

PRINCIPALS:

TRACY ESTELLE COPPINGER,President
DAVID JOHN BRUNTON,CFO
GARY RUSSELL PRICE,Assistant Secretai
DOUGLAS RAY OLSEN,Qualified Individua
RONALD LUIS GATTO,VP/Secretary

Margaret Cavin
Chair, Nevada State Contractors Board

STATE OF NEVADA
THE GREAT SEAL OF THE STATE OF NEVADA
STATE CONTRACTORS BOARD

Appendix A1

NEVADA STATE CONTRACTORS' BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: *BPC-00-03-13-0125*

INTERMOUNTAIN SLURRY SEAL, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: *23657* ORIGINAL ISSUE DATE: *03/19/1986* BUSINESS TYPE: *CORPORATION* CLASSIFICATION: *A-GENERAL ENGINEERING* MONETARY LICENSE LIMIT: *UNLIMITED* STATUS: *ACTIVE*, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON *APRIL 1, 2009* AND EXPIRES ON *MARCH 31, 2010*, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 2/27/2009

NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID PROPOSAL

BP.17 DISCLOSURE OF PRINCIPALS: N/A

Individual and/or Partnership:

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

Corporation: SEE APPENDIX B1

State in which Company is Incorporated: WYOMING
Date Incorporated: APRIL 23, 1982
Name of Corporation: INTERMOUNTAIN SLURRY SEAL, INC.
Mailing Address P.O. BOX 50085 (585 WEST BEACH STREET)
City, State, Zip Code: WATSONVILLE, CA 95077-5085
Telephone Number: (831) 724-1011
President's Name:
Vice-President's Name:
Other 1) Name:
Title:
Other 2) Name:
Title

Appendix B1

INTERMOUNTAIN SLURRY SEAL, INC.

List of Officers & Directors

Non-Union

NAME	TITLE
Coppinger, Tracy Estelle	Director
Gatto, Ronald Luis	Director, Vice President, Controller & Secretary
Brunton, David John	Director & Assistant Secretary
Price, Gary Russell	President
Ananya Mukherjee	Vice President, Controller & Secretary
Beevor, Darren S.	Assistant Secretary
Johnson, Cynthia P.	Assistant Secretary
Schreckengost, Mary Kathleen	Assistant Secretary

INTERMOUNTAIN SLURRY SEAL, INC.

BID PROPOSAL

BP.18 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) GARY R. PRICE	26 YEARS
Title 1) PRESIDENT	
Name 2) RONALD L. GATTO	5 YEARS
Title 2) VICE PRESIDENT	
Name 3) ANANYA MUKHERJEE	3 YEARS
Title 3) VICE PRESIDENT	
Name 4)	
Title 4)	
Name 5)	
Title 5)	
Name 6)	
Title 6)	

(If additional space is needed, attach a separate page)

BID PROPOSAL

BP.19 REFERENCES: SEE APPENDIX C1

Instructions:
List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 3):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:

BID PROPOSAL

Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

Appendix C1

Intermountain Slurry Seal, Inc.
2008 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Complete Date
160193	WY Department of Transportation 5300 Bishop Blvd. Cheyenne, WY 82009-3340	WYDOT Micro Walcott-Laramie 2005-2007 Contract # SIB-ACIM-1080-04(211) Carbon County, WY Microsurfacing	Ralph Tarango (307) 632-8992 (307) 632-8972 (F)	778,517	12/31/08
160252	WY Department of Transportation 5300 Bishop Blvd Cheyenne, WY 82009-3340	WYDOT Airport Sealcoat/Marking Contract # AERPMP-04X-004X-002(206) Cheyenne, WY Fog Seal	John Jordy (307) 777-3971 (307) 637-7352 (F) john.jordy@dot.state.wy.us	800,489	12/31/08
160324	Sandy City Corp. 10000 Centenial Parkway Sandy, Utah 84070	Sandy City Slurry 2008 Contract # None Sandy, UT Slurry Seal	Jon Larsen (801) 568-2966 (801) 562-1313 (F) dcarrion@sandy.utah.gov	1,104,340	12/31/08
160325	WY Department of Transportation PO Box 1710 Douglas, WY 82633	I-25 Chip Seal Contract# ACNH-PM-0253108 Cheyenne County, WY Chip Seal	Jim Barnes (307) 358-5515 (307) 358-6715 (F) james.barnes@dot.state.wy.us	1,466,975	12/31/08
160327	CO Department of Transportation 606 S. 9th Street, Room 201 Grand Junction, CO 81501	North of Douglas Pass Chip Seal Contract#: STA-139A-029 Rio Blanco County, CO Pass Chip Seal	Asa Farrington (970) 683-6355 (970) 683-6369 (F) asa.farrington@dot.state.co.us	923,685	12/31/08
160335	UT Department of Transportation 2010 S. 2760 W. Salt Lake City, UT 84104	I-80; Low To Dell Contract # F-I80-2(51)62 Tooele County, UT Micro Surfacing	Josh Vanjura (801) 975-4856 (801) 975-4853 (F) jvanjura@utah.gov	1,046,824	12/31/08
160336	WY Department of Transportation 5300 Bishop Blvd Cheyenne, WY 82009	Rock Springs Microsurfacing Contract#: B083015 & B083A01 Sweetwater County, WY Mircrosurfacing	Leslie Ranta (307) 352-3036 (307) 352-3150 (F) Leslie.Ranta@dot.state.wy.us	1,205,667	12/31/08
160338	UT Department of Transportation 658 N 1500 W Orem, UT 84057	Micro Various Loc In UT County Contract # F-R399(43) Utah County, UT Micro Surfacing	Jim Golden (801) 222-3436 (801) 222-3057 (F) jimgolden@utah.gov	496,867	12/31/08
160339	CO Department of Transportation 3939 Riverside Parkway Evans, CO 80620	Region 4 FY08 SH 14 Chip Seal Contract # MTCE 0142-048 Weld County, CO Chip Seal	Thomas Aguilar (970) 506-4971 (970) 506-4975 (F) thomastaguilar@dot.state.co.us	461,218	12/31/08

Intermountain Slurry Seal, Inc.
2008 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Complete Date
160342	Salt Lake County Operation Division 7125 S 700 W Midvale, UT 84047	Salt Lake County Slurry & Microsurfacing Contract#: None Salt Lake County, UT Slurry Seal and Microsurfacing	Kevyn Smeltzer (801)936-1122 ext 204 (801) 468-2476 (F) ksmeltzer@slco.org	1,831,823	12/31/08
161191	Las Vegas Paving Corp 4420 South Decatur Blvd Las Vegas, NV 89103	NDOT US 95 Contract #3344 Las Vegas, NV Microsurfacing	Gary Williams (702) 486-0590 (702) 486-0597 (F)	553,265	12/31/08
161196	County of Lyon 3590 Graham Avenue Silver Springs, NV 89429	LYON CO. 2008 SLURRY SEAL Contract #2008-1002 Lyon County, NV Slurry Seal	Gary Fried (775) 577-5011 (775) 577-5031 (F) gfried@lyon-county.org	855,251	12/31/08
161201	County Of Nye P.O.Box 1592 Tonopah, NV 89049	Nye County Chip Seal Poleline Contract #2008-17 Tonopah, NV Chip Seal	Boug Baker (775) 482-7329 (775) 482-3181 (F) douglas.baker@nyecounty.net	910,048	12/31/08
161202	Washoe County 1001 East 9th Street Reno, NV 89512	Washoe Co. 2008 Slurry Seal Contract #2008-358 Washoe County, NV Slurry Seal	Greg Belancio (775) 328-2041 (775) 328-3699 (F) gbelanci@mail.co.washoe.nv.us	1,993,050	12/31/08
161208	Prologis 5190 Neil Road Suite 550 Reno, NV 89502	Prologis Contract # None Washoe County, NV Sealing & Striping	Mason McCartney (775) 829-3009 (775) 829-3031 (F) mmccartney@prologic .com	371,059	12/31/08
162082	City of Folsom 50 Natoma Street Folsom, CA 95630	Folsom Slurry Seal Contract # 07/08 Zone 4 Folsom, CA Slurry Seal	Dave Nugen (916) 355-7247 (916) 351-0525 (F) Dnugen@folsom.ca.us	1,209,203	12/31/08
162084	City of Hollister 375 Fifth Street Hollister, CA 95023	Hollister Municipal Airport Contract # None Hollister, CA Slurry and crackfill	Mike Chambless (831) 636-4356 (831) 636-4349 (F) mike.chambless@hollister.ca.gov	615,615	12/31/08
162088	CA Department of Transportation 703 B Street Marysville, CA 95901	Route 49 In Sierra County Contract # 03-2M3204 Sierra County, CA Microsurfacing	Ron Collins (530) 949-0697 (530) 283-9217 (F) Ronald_Collins@dot.ca.gov	603,845	12/31/08

Intermountain Slurry Seal, Inc.
2008 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Complete Date
162089	City of Hillsboro 150 East Main Street, 4th Floor Hillsboro, OR 97123	2008 Slurry Seal Contract # 20052222-6102 Hillsboro, OR Slurry Seal	Tina Bailey 503-681-6216 (503) 681-6245 (F) Tinab@ci.hillsboro.or.us	317,992	12/31/08
162090	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Route 218 in Monterey County Contract # 05-0P0904 Monterey County, CA Microsurfacing	Tyler Lavering (831) 375-1621 (831) 375-5946 (F) tyler_lavering@dot.ca.gov	569,494	12/31/08
162091	Clark County, Washington 1300 Franklin Street, Ste. 650 Vancouver, WA 98666-5000	2008 Slurry Seal Renewal Contract # 2442 Clark County, WA Slurry Seal	Dave Shepard (360) 397-6118 ext 1621 (360) 759-6648 (360) 397-6051 (F) dave.shepard@clark.wa.gov	950,035	12/31/08
162094	City of Vancouver P.O. Box 1995 Vancouver, WA 98668-1995	City of Vancouver 2008 Extension Contract # 2442 Vancouver, WA Slurry Seal	Ryan Knox (360) 487-7750 (360) 885-4781 (360) 487-7139 (F) ryan.knox@ci.vancouver.wa.us	382,609	12/31/08
162097	County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060	2008 Pvmt Mgmt Santa Cruz Contract #73528 / PW Job # 40372 Santa Cruz, CA Type II & III Slurry Seal	Sheldon Hicks (831) 454-2160 (831) 477-3910 (F)	1,611,781	12/31/08
162103	Sierra Nevada Construction Inc. P.O. Box 50760 Sparks, NV 89435	Cape Seal Colusa Contract # 10573-0002 Colusa, CA Slurry & Chip	Ponticello Enterprises Asa Utterback (530) 668-5883 x204 asa.utterback@ponticelloinc.com	391,606	12/31/08
162105	City of California City 21000 Hacienda Blvd. California City, CA 93505	Slurry California City Contract # None California City, CA Slurry Seal	Helt Engineering, Inc. Ramon Pantoja (661) 323-6045 rpantoja@heltengineering.com	546,506	12/31/08

Intermountain Slurry Seal, Inc.
2007 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
160183	Uintah County 134 West Main, Suite 201 Vernal, UT 84078	Uintah County Chip Seal 2006 Countywide Chip Seal Contract # None Uintah County, UT Chip Seal	Troy Ostler P.M. (435) 789-5448 (435) 789-4485 (F) troyostler@civcoengineering.com	777,243	12/31/07
160194	Greenwood Village, Co 10001 E. Costilla Avenue Greenwood Village, CO 80112	Greenwood Village CO Pave Press 2006 Pavement Preservation Project Contract # None Arapahoe County, CO Slurry Seal	John Wannigman (303) 708-6139 (303) 706-1977 (F)	383,116	12/31/07
160211	CO Department of Transportation 270 Ranney Street Craig, CO 81625	SH-13 Chip Seal Contract # STA-0131-048 Rio Blanco County, CO Chip Seal	R.Van Piluad P.E. (970) 826-5189 (970) 826-4081 (F)	1,227,222	12/31/07
160214	Lake Havasu City 900 London Bridge Rd Lake Havasu City, AZ 86404	Lake Havasu City Chip Seal 2006 Contract # ST-2580 Lake Havasu City, AZ Chip Seal	Harry Brown (928) 855-3945 (928) 680-4247 (F) brownh@ci.lake-havasu-city.az.us	461,011	12/31/07
160218	UT Department of Transportation 2500 S. Highway 32 Wanship, UT 84017	I-80;Wasatch To WY State Line Contract # IM-STP-80-4(93)189 Summit County Utah Microsurfacing	Deryl Meyhew (435) 336-5335 (435) 336-5974 dmeyhew@utah.gov	530,990	12/31/07
160219	UT Department of Transportation 658 North 1500 West Orem, UT 84057	UDOT Region 3 Chip & Slurry Contract # SP-9999(850) Orem, UT Chip & Slurry Seal	Greg Searle, P.E. (801) 222-3436 (801) 222-3467 (F)	1,637,035	12/31/07
160224	UT Department of Transportation 2010 South 2760 West Salt Lake City, UT 84104	SR-48,SR-89 & SR-186 MICRO Contract # SP-9999(840) Salt Lake City, UT Microsurfacing	Darren Rosenstein P.E. (801) 975-4879 (801) 975-4880 (F) drosenstein@utah.gov	958,164	12/31/07
160230	UT Department of Transportation 2010 South 2760 West Salt Lake City, UT 84104	I-80 &I-215 Shoulder Slurry Contract # NH-9999(389) Salt Lake City, UT Slurry Seal	Steve Poulson P.E. (801) 887-3415 (801) 887-3417 (F)	526,010	12/31/07

Intermountain Slurry Seal, Inc.
2007 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
160238	City of Cheyenne 2101 O'Neil Ave Cheyenne, WY 82001-3512	Cheyenne FY 06 Slurry Project Contract # 4929 Cheyenne, WY Slurry Seal	Sara Vasquez (307) 637-6278 (307) 637-6256 (F)	340,467	12/31/07
160240	Twin Falls, City and County 321 Second Ave. East Twin Falls, ID 83301	Joslin Field Airport Contract # AIP 3-16-0036-025 Twin Falls, ID Slurry Seal	Martin Gergen (208) 733-2446 (208) 734-2748 (F)	551,100	12/31/07
160244	UT Department of Transportation 2500 S. Hwy 32 Wanship, UT 84017	SR 86, 32 & 35 Various Locations Contract # SP 9999(842) Kamas, UT Chip Seal	Richard Hibbard R.E. (435) 336-5335 (435) 336-5974 (F)	936,255	12/31/07
160245	UT Department of Transportation 830 East 400 North Wellsville, UT 84336	Logan Canyon;Summ - Gardn City Contract # SP-0089(50)409 Garden City, UT Chip Seal	Nick Peterson (435) 245-6151 (435) 245-4782 npeterson@utah.gov	389,618	12/31/07
160249	CO Department of Transportation 3803 N. Main Ave. Durango, CO 81301	US 106 MP 69.7 to MP 81.5 Contract # MTCE 05-050 Durango, CO Chip Seal	Paul Dejulio (970) 385-1661 (970) 385-1610 (F)	981,379	12/31/07
160250	ID Department of Transportation PO Box 2A Shoshone, ID 83352-0820	Airport Road to Ketchum Micro Contract # A009(936) Hailey, ID Microsurfacing	Scott Stacy (208) 886-7851 (208) 886-7895 (F)	1,774,273	12/31/07
160255	CA Department of Transportation 1780 W. Mission Road Escondido, CA 92025	Cal Trans Route 76 Micro Contract # 11-276004 ISS CA Loomis, CA Microsurfacing	Todd Traunero (858) 688-1576 (760) 796-4661 (F) Todd_traunero@dot.ca.gov	370,682	12/31/07
160258	UT Department of Transportation 952 S Carbon Ave Price, UT 84501	UDOT Region 4 Micro SR 6 Contract # STP-00006(30)228 Price, UT Microsurfacing	Fred Jenkins P.E. (435) 637-8629 (435) 637-9354 (F) fjenkins@utah.gov	364,405	12/31/07

Intermountain Slurry Seal, Inc.
2007 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
160262	UT Department of Transportation 2500 S. Highway 32 Wanship, UT 84107	Sr-150 Micro 2006 Contract # Fh34(001)6 Summit County, UT Microsurfacing	Daniel Young (435) 336-5335 (435) 336-5972 (F) dyoung@utah.gov	607,364	12/31/07
160264	UT Department of Transportation 9025 S Hwy 89 South Willard, UT 84340	Chip Seal SR 108 & 127 Contract # Sp-108(16)10 & Sp-0127(3)0 Syracuse & West Haven, UT Ramp Access Upgrades, Chip Seal	Kelly Barrett R.E. (801) 782-0814 kbarrett@utah.gov	430,149	12/31/07
160265	WY Department of Transportation 5300 Bishop Blvd Cheyenne, WY 82009	WYDOT College Drive Micro Contract # 0007064-CON1 Cheyenne, WY Microsurfacing	Tom DeHoff (307) 777-4404 (307) 777-4755 (F) tom.dehoff@dot.state.wy.us	338,398	12/31/07
160266	CO Department of Transportation 2424 N. Townsend Ave Montrose, CO 81401	Chip Seal US 50 Contract # NH 0501-054 Montrose, CO Chip Seal	Darryl Carlson (970) 249-5285 (970) 249-6018 (F) darryl.carlson@dot.state.co.us	603,484	12/31/07
160269	UT Department of Transportation 830 East 400 North Wellsville, UT 84336	SR-237 Logan Chip Seal Contract # Sp-0237(4)0 Wellsville, UT Chip Seal	Nick Peterson (435) 757-0340 (435) 245-4782 (F) npeterson@utah.gov	577,114	12/31/07
160270	Sandy City Corporation 10000 Centennial Parkway Sandy, UT 84070	Sandy City Slurry 2007 Contract # None Sandy, UT Slurry Seal	Jon Larson (801) 568-2966 (801) 562-1313 (F) dcarrion@sandy.utah.gov	810,043	12/31/07
160271	UT Department of Transportation 658 North 1500 West Orem, UT 84057	SR-41 & SR-51 Micro Contract # SP-R399(9) Orem, UT Microsurfacing	Scott Andrus (801) 227-8029 (801) 227-8057 (F) scottandrus@utah.gov	777,186	12/31/07
160272	UT Department of Transportation 952 S Carbon Ave Price, UT 84501	Moab To Blanding Passing Lanes Contract # SR499(22) Layton, UT Chip Seal	Russ Tangren (435) 259-5030 (435) 259-4616 (F) rtangren@utah.gov	438,955	12/31/07
160273	AZ Department of Transportation 2443 East Gila Ridge Rd Yuma, AZ 85365	SR-72 Bouse-Vicksburg Rd Contract # S-072-C-NFA Yuma, AZ Chip Seal	Jaime Hernandez (928) 317-8375 (928) 317-2155 (F) jhernandez@azdot.gov	551,245	12/31/07

Intermountain Slurry Seal, Inc.
2007 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
160275	UT Department of Transportation 658 N 1500 West Orem, UT 84057	UDOT Region 3 Rejuvenation 07 Contract # S-I15-6(164)260 Orem, UT Rejuvenation, chip seal, slurry seal.	Scott Andrus (801) 227-8029 (801) 227-8057 (F) scottandrus@utah.gov	514,015	12/31/07
160276	UT Department of Transportation 952 S Carbon Ave Price, UT 84501	SR-6 Soldiers Summit Micro '07 Contract # NH-R499(19) Price, UT Microsurfacing	Fred Jenkins (435) 637-8629 (435) 637-9354 (F) fjenkins@utah.gov	395,394	12/31/07
160278	UT Department of Transportation 2010 South 2760 West Salt Lake City, UT 84104	I-80 Micro Castle Rock (WWC) Contract # IM-STP-80-4(98)186 Springville, UT Microsurfacing	Deryl Meyhew (435) 336-5335 (435) 336-5972 dmeyhew@utah.gov	733,728	12/31/07
160279	WY Department of Transportation 5300 Bishop Blvd Cheyenne, WY 82009-3340	WYDOT District 1 Chip Seal Contract # B061004-Con1 Cheyenne, WY Chip Seal	Tom DeHoff (307) 777-4404 (307) 777-4755 (F) tom.dehoff@dot.state.wy.us	648,498	12/31/07
160280	UT Department of Transportation 658 North 1500 West Orem, UT 84057	SR-68,SR-222 & SR-314 Var Loc Contract # Sp-R399(10) Orem, UT Chip Seal	Scott Andrus (801) 227-8029 (801) 227-8057 (F) scottandrus@utah.gov	504,114	12/31/07
160281	UT Department of Transportation 2010 South 2760 West Salt Lake City, UT 84104	I-80 West Micro 2007 Contract # F-R299(35) Salt Lake City, UT Micro Surfacing	Josh Vanjura (801) 975-4856 (801) 975-4859 (F) jvanjura@utah.gov	2,502,560	12/31/07
160284	Trappers Crossing HOA PO Box 2605 Durango, CO 81302	Trappers Crossing Subdivision Chip Seal Contract # None Durango, CO Chip Seal	Norm Goldman (970) 385-4724 nagoldman@msn.com	399,682	12/31/07
160286	UT Department of Transportation 658 North 1500 West Orem, UT 84057	US-40 Clegg Canyon To Strawberry Contract # NH-0040(52)29 Heber City, UT Chip Seal	Jack Lyman (801) 222-3470 (801) 222-3476 jlyman@utah.gov	338,784	12/31/07
160287	Salt Lake County 7125 South 600 West Midvale, UT 84047	Salt Lake County 2007 Slurry Contract # HI-000018 Midvale, UT Slurry Seal	Kevin Smeltzer (801) 562-6400 (801) 468-2476 (F)	1,052,732	12/31/07

Intermountain Slurry Seal, Inc.
2007 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
160289	UT Department of Transportation 658 North 1500 West Orem, UT 84057	US-6 Micro Diamond Fork Contract # NH-0006(32)176 Orem, UT Microsurfacing	Greg Searle (801) 222-3466 (801) 222-3467 gsearle@utah.gov	564,200	12/31/07
160293	WY Department of Transportation 5300 Bishop Blvd Cheyenne, WY 82009-3340	WYDOT Airport Seal Coats 2007G Contract # APMP06X-CON9 Cheyenne, WY Fog Seal	John Jordy (307) 777-3971 (307) 637-7352 (F) john.jordy@dot.state.wy.us	314,938	12/31/07
160294	WY Department of Transportation 5300 Bishop Blvd Cheyenne, WY 82009-3340	WYDOT District 3 Chip Seal Contract # B070318-CON1 Cheyenne, WY Chip Seal	Mike Garner (307) 886-3886 (307) 886-9447 (F) mike.garner@dot.state.wy.us	1,125,220	12/31/07
160296	CO Department of Transportation 4201 East Arkansas Ave. Denver, CO 80222	CODOT SH 71 Chip Seal Contract # STA 0712-015 Stoneham, CO Chip Seal & Markings	Brett Locke (970) 522-0481 (970) 521-9729 (F) lonnie.locke@dot.state.co.us	740,468	12/31/07
160297	City of Tooele 90 North Main Tooele, UT 84074	Tooele City 07 Roadway Improvements Contract # None Tooele, UT Slurry Seal	Paul Hansen (435) 843-2130 (435) 843-2139 (F) paulh@tooelecity.org	309,965	12/31/07
160308	County of Mohave 700 W Beale Street Kingman, AZ 86402	Stockton Hill & Cane Beds Road Contract # None Colorado City AZ & Kingman AZ Chip Seal	Pamela Lynn (928) 753-0752 (928) 753-0787 (F) pamela.lynn@co.mohave.az.us	742,241	12/31/07
160309	City of Cheyenne 2101 O'Neil Avenue Cheyenne, WY 82001	City Of Cheyenne Fy 07 Slurry Contract # 5105 Cheyenne, WY Slurry Seal	Kelly Kenworthy (307) 637-6345 (307) 637-6256 (F) kkenworthy@cheyennecity.org	440,547	12/31/07
160317	Draper City Corporation 1020 East Pioneer Road Draper, UT 84020	Draper City 2007 Maintenance Contract # None Draper, UT Micro surfacing, crack seal and slurry seal	Jillian Rolfe (801) 576-6546 (801) 576-6388 (F) jillian.rolfe@draper.ut.us	552,508	12/31/07
160318	UT Department of Transportation 2010 South 2760 West Salt Lake City, UT 84104	SR-71 & SR-68 Micro Contract # S-R299(33) Salt Lake City, UT Micro surfacing, guardrail, and striping	Marwan Farah (801) 887-3415 (801) 975-4841 (F) mfarah@utah.gov	450,000	12/31/07

Intermountain Slurry Seal, Inc.
2007 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
160321	Tooele Army Depot 1000 Tooele Army Depot Tooele, Utah 84074	Kilgore Paving Contract # None Tooele, Utah Slurry Seal	Dennis Tune (801) 633-6632 (801) 576-8925 (F) eennist@e-corp4u.com	373,187	12/31/07
161156	Reno-Sparks Indian Colony 98 Colony Road Reno, NV 89502	RSIC Hot Rubber Chip Seal Contract # Bia Route 1(4) Reno, NV Hot Asphalt-Rubber Chip Seal	Tim McCauley (775) 785-1341 (775) 329-2325 (F)	562,812	12/31/07
161168	NV Department of Transportation 1263 South Stewart Street Carson City, NV 89712	NDOT Statewide Micro Surfacing Contract # D2-060-06 Various Cities Statewide in Nevada Slurry Seal	Kent Myer (775) 888-7050	3,303,350	12/31/07
161175	County of Lyon 18 Highway 95A North Yerington, NV 89447	Lyon County Chip Seal Contract # 2006-1003 Lyon County, NV Chip Seal	Gary Fried (775) 577-5011 (775) 577-5031 (F)	1,210,786	12/31/07
161177	Regional Transportation Commission 1105 Terminal Way, Suite 108 Reno, NV 89502	2007 RTC Preventative Maint. Contract # 340043 Reno, Sparks and Washoe County, NV Slurry	Scott Gibson (775) 348-0171 (775) 348-0170 (F)	642,003	12/31/07
161180	County of Douglas 1594 Esmeralda Ave Room 303 Minden, NV 89423	Douglas County Chip Seal Contract # 2007-603 Douglas County, NV Slurry	Jeff Foltz (775) 782-6233 (775) 782-9007 (F)	461,498	12/31/07
161181	Regional Transportation Commission 1105 Terminal Way, Suite 108 Reno, NV 89502	RTC 2007 Preventative Maint. Contract # 340033 Reno, Sparks and Washoe County, NV Slurry, Micro Surfacing & Striping	Scott Gibson (775) 348-0171 (775) 348-0170 (F)	3,466,217	12/31/07
161182	City of Reno P.O. Box 1900 Reno, NV 89505	City Of Reno 2007 Contract # F100050 Reno, NV Slurry, Micro Surfacing & Striping	Kerrie Koski (775) 334-3304 (775) 830-3976 (C) koskik@ci.reno.nv.us	852,854	12/31/07
161183	County of Lyon 18 Highway 95A North Yerington, NV 89447	Lyon Co. Central Lyon Chip Seal Contract # 2007-1006 Lyon County, NV Slurry & Chip Seal	Gary Fried (775) 577-5011 (775) 577-5031 (F)	561,298	12/31/07

Intermountain Slurry Seal, Inc.
2007 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
161184	Eureka County P.O. Box 714 Eureka, NV 89316	Eureka County Slurry Seal Contract # EU-2007-303 Eureka County, NV Slurry	Loren Hunewill (775) 623-2888 (775) 761-7283 (C)	889,419	12/31/07
161187	Washoe County 1001 East 9th Street Reno, NV 89520	Washoe Co. 2007 Slurry Seal Contract # 2006-284 Reno, Sparks and Washoe County, NV Slurry, Patching & Striping	Greg Belancio (775) 328-2041 (775) 328-3699 (F)	2,308,340	12/31/07
161189	City of North Las Vegas 50 East Brooks Avenue North Las Vegas, NV 89030	City of North Las Vegas Pavement Maint. Contract # F1000050 North Las Vegas, NV Slurry & Microsurfacing	Dennis Scott (702) 633-2107	905,154	12/31/07
161190	McCarran International Airport 880 Grier Drive Las Vegas, NV 89119	Overton Airport Contract # 3-32-0014-04 Overton, NV Slurry, Patching	Charles Cheatham II (702) 261-5514 (702) 261-5876 (F)	550,236	12/31/07
162060	Inyokern Airport P.O. Box 634 Inyokern, CA 93527	Inyokern Airport Contract #: 10-3-06-0110-21 Kern County, CA AC, Slurry Seal, Crack Fill	Mark Andrews (707) 526-5010 (707) 526-9721 (F) mark.andrews@meadhunt.com	804,605	12/31/07
162065	City of Modesto 1010 Tenth Street, #4600 Modesto, CA 95354	City Of Modesto '07 Cape Seals Contract # 2007-11 Modesto, CA Microsurfacing & Scrub Seal	Dean Phillps (209) 577-5260 (209) 522-1780 (F) dphillips@modestogov.com	657,005	12/31/07
162066	County of Santa Barbara 123 East Anapamu Street Santa Barbara, CA 93101	County of Santa Barbara Scrub Micro Contract # : 820607 Santa Barbara County, CA Patch paving, chip seal and microsurfacing	Linda Thompson (805) 739-8776 (805) 739-8773 (F)	1,473,781	12/31/07
162068	City of Woodland 300 First Street Woodland, CA 95695	City Of Woodland 07 Road Maint Contract # 07041 Woodland, CA Microsurfacing	Tami Burnham (530) 661-5968 (530) 661-5844 (F) Tamera.Burnham@cityofwoodland.org	616,160	12/31/07
162070	County of Placer 11428 F Avenue Auburn, CA 95603-2714	Placer County Slurry Seal Contract # 1008 Placer County, CA Slurry Seal	Kevin Taber (530) 889-7565 (530) 889-6989 (F) ktaber@placer.ca.gov	668,014	12/31/07

Intermountain Slurry Seal, Inc.
2007 Completed Jobs Over $300,000.

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
162072	City of Los Altos One North San Antonio Road Los Altos, CA 94022-3807	Los Altos Biennial Slurry Seal Contract # None Los Altos, CA Slurry Seal	Larry Lind (650) 947-2624 (650) 947-2732 (F)	494,458	12/31/07
162073	County of Marin 3501 Civic Center Drive San Rafael, CA 94913	North Marin County '07 Contract # ER06045B Marin County, CA AC, Crackfill, Slurry Seal	Craig Parmely (925) 827-4664 (925) 827-4982 (F) cparmley@harris/assoc.com	1,004,048	12/31/07
162074	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Various Roads In San Diego County Contract # 11-285004 San Diego County, CA Slurry Seal	Gary Levine (858) 688-1388 (760) 526-4665 (F) gary_levine@dot.ca.gov	898,213	12/31/07
162076	County of Washington 1400 SW Walnut St., MS 18 Hillsboro, OR 97123-5625	Washington County Slurry/Crack Contract # 27050B Washington County, OR Slurry Seal and Crack Seal	David Schultz (503) 846-7636 (503) 846-7620 (F) David_Schultz@co.washington.or.us	787,071	12/31/07
162077	Clark County 1300 Frankline Street, Ste. 650 Vancouver, WA 98666-5000	Clark County, WA 2007 Contract # 2442 Clark County , WA Slurry Seal	David W. Shepard (360) 397-6118 ext 1621 (360) 576-0304 (F) dave.shepard@clark.wa.gov	1,012,824	12/31/07
162078	City of Gresham 1333 NW Eastman Parkway Gresham, OR 97030	City Of Gresham Terminal Blend Contract # 502000 Gresham, OR Chip Seal	Dennis Hughes (503) 661-3000 (503) 667-6869 (F) hughes@ci.gresham.or.us	345,993	12/31/07
162079	Serrano Associates, LLC 4525 Serrano Parkway El Dorado Hills, CA 95762	Serrano Silva Valley Slurry Contract # None El Dorado Hill, CA Slurry Seal	Tom Howard (916) 639-4060 (916) 939-4116 (F) Thoward@parkerdevco.com	425,077	12/31/07
162083	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Route 198 Kings County Contract # 06-0C6704 Kings County, CA Microsurfacing	Oscar Sherrill (559) 445-6726 (559) 488-4343 (F) oscar_sherrill@dot.ca.gov	834,000	12/31/07
162085	Federal Highway Administration 12300 West Dakota Avenue Lakewood, CO 80228	Big Oak Flat Road Yosemite Contract # NPS PMIS No. 120166 Yosemite, CA Asphalt	Chuck Luedders (720) 963-3725 (720) 963-3596 (F) charles.luedders@fhwa.dot.gov	1,873,109	12/31/07

INTERMOUNTAIN SLURRY SEAL, INC.

2006 Completed Jobs Over $300,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
160134	UT Department of Transportation 1345 S. 350 W. Richfield, UT 84701	Hot In Place Recycle Contract #: SP-0089(90)214 Sanpete County, Utah Chip Seal	Rex Friant P.E., (UDOT) (435) 893-4793 (435) 893-4775 (F)	919,230	12/31/2006
160152	ID Department of Transportation P.O. Box 4700 Picatello, ID 83205-4700	Montpelier to Wyoming State Ln Contract #: ST-1480(624) Bear Lake County, ID Chip Seal, Microsurfacing	Tim Swenson, (ITD) (208) 239-3337 (208) 239-3367 (F)	917,151	12/31/2006
160167	UT Department of Transportation 254 W. So Weber Drive Ogden, UT 84405	I-15 Ramps Contract #: IM-15-7(214)332 Davis County, Utah Microsurfacing & Slurry Seal	Steve Niebergall P.E., (UDOT) (801) 479-4510 (801) 476-0667 (F) sniebergall@utah.gov	1,118,477	12/31/2006
160173	Granite Construction Company PO Box 50085 Watsonville, CA 95077-5085	SR-40 Ballard To Jensen Contract #: NH-0040(43)117 Uintah County, Utah Chip Seal	Chris Faulhaber (Granite Construction) (801) 526-6047 (801) 578-7861 (F) chris.faulhaber@gcinc.com	942,062	12/31/2006
160188	UT Department of Transportation 952 S. Carbon Ave. Price, UT 84501	I-70 MP 107.5 to 138.25 Rotomill Contract #: IM-70-3(43)107 Emery County, UT Rotomill, Chip Seal, Bridge Project	Fred Jenkins P.E., (UDOT) (435) 637-8629 (435) 637-9354 (F) fjenkins@utah.gov	2,063,521	12/31/2006
160189	Nevada Department of Transportation 1263 South Stewart St. Carson City, NV 89712	NDOT Slurry & Micro Var Loc Contract #: D2-006-05 Various Locations through-out the state of Nevada Type III Slurry & Microsurfacing	Kent Mayer Project Coordinator (775) 888-7050	1,748,670	12/31/2006
160192	UT Department of Transportation 2010 S. 2760 W. Salt Lake City, UT 84014	SR48 5400 S & 2100 S TO I-80 Contract #: STP-9999(393) Salt Lake County, UT Chip Seal and Guardrail, Type III Slurry Seal & Micro	Ed Rock P.E., (UDOT) (801) 975-4856 (801) 975-4859 (F) erock@utah.gov	561,516	12/31/2006

INTERMOUNTAIN SLURRY SEAL, INC.

2006 Completed Jobs Over $300,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
160200	ID Department of Transportation P.O. Box 7129 Boise, ID 83707	SH-45 Deer Flat to Roosevelt Contract #: ST-8313(605) Canyon County, ID Microsurfacing on SH-45, Nampa	Michael Garz P.E., (ITD) (208) 334-8330 (208) 334-8973 (F) michael.garze@itd.gov	434,267	12/31/2006
160202	UT Department of Transportation 2500 South SR-32 Wanship, UT 84017	I-80 Echo to Castle Rock Contract #: IM-IH 080-4(105)164 Summit County, UT Microsurfacing	Daniel Young P.E., (UDOT) (435) 336-5335 (435) 336-5974 (F) dyoung@utah.gov	1,558,673	12/31/2006
160206	Granite Construction Company PO Box 50085 Watsonville, CA 95077-5085	I-84 Ramp & Shoulder Micro Contract #: IM-84-6(84)44 Weber County, UT Microsurfacing	Matt Johnson, (Granite Construction) (801) 526-6074 (801) 578-7874 (F) matt.johnson@gcinc.com	431,546	12/31/2006
160212	Poe Asphalt Paving Inc PO Box 603 Lewiston, ID 83501-0603	Lewiston To Clearwater Micro Contract #: ST-4117(604) Lewiston, ID Microsurfacing	Josh Smith (Poe Asphalt Paving) (509) 758-5561 (509) 758-1754 (F) josh@poeasphalt.com	334,202	12/31/2006
160213	CO Department of Transportation 4210 Arkansas Ave 4th Floor Denver, CO 80222	CDOT SH 34 & 36 Chipseal East Contract #: NH 0342-042 Denver, CO Chip Seal	Doug Pearson, (CDOT) (970) 506-9494 (970) 339-9530 (F)	1,583,521	12/31/2006
160215	Sandy City Corporation 10000 Centennial Parkway Sandy, UT 84070	Sandy City 2006 Slurry Seal Contract #: None Sandy, UT 84070 Slurry Seal	Kevin Rasmusson, (Sandy City Corporation) (801) 568-2966 (801) 562-1312 (F)	693,298	12/31/2006
160220	CO Department of Transportation Region 5 3803 N. Main St. Durango, CO 81301	US 491 Chip Seal MP 45.38-64 Contract#: MTCE 05-049 Durango, CO Chip Seal	Paul DeJuliio (970) 385-1651 (970) 385-1610 (F)	913,270	12/31/2006

INTERMOUNTAIN SLURRY SEAL, INC.

2006 Completed Jobs Over $300,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
160225	UT Department of Transportation Region 4 1345 South 350 West Richfield, UT 84701	SR 89 MP 10-21 Chip & Guardrail Contract #: NH STP-0089(123)10 Richfield, UT Chip Seal	Mike Seng P.E., (UDOT) (435) 893-4755 (435) 893-4771 (F)	709,721	12/31/2006
160227	White Pine County Road Department 78 North McGill Hwy Ely, NV 89301	White Pine County Slurry 2006 Contract #: WP-2006155 Ely, NV Slurry Seal	Dean Day, (White Pine County) (775) 289-4767 (775) 289-5354 (F)	357,750	12/31/2006
160243	Layton City 437 North Wasatch Drive Layton, UT 84041	Layton City 2006 Maintenance Contract #: None Layton, UT Slurry Seal & Microsurfacing	Thomas Roylance, (Layton City) (801) 336-3700 (801) 336-3713 (F)	379,919	12/31/2006
161149	Las Vegas, City of 400 Stewart Avenue Las Vegas, NV 89101	2005 City of LV PWP CL2002-733 Contract #: 02.1762.01-RC-Renewal 3 Las Vegas, NV Overlay	Jim Lord (702) 376-1926 (M) (702) 382-3232 (F)	1,553,218	12/31/2006
161150	Regional Transportation Commission 1105 Terminal Way Reno, NV 89502	RTC 2005 Preventative Maintenance Contract #: PWP WA 2005-85 Reno/Sparks/Washoe County, NV Slurry, Micro, Patch & Stripe	Garth Oksol (775) 742-6851 (775) 348-0170 (F)	4,207,290	12/31/2006
161154	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712	2005 NDOT State Wide Slurry Contract #: D2-050-05 Various Cities statewide in NV Type 3 Slurry Seal and Micro Surfacing	Kent Myer (775) 888-7050	5,003,737	12/31/2006
161155	Washoe County 1001 East Ninth Street Reno, NV 89520	2005 Washoe County Contract #: Washoe County WA 2005-210 Reno, NV Slurry Seal and Micro Surfacing	Greg Belancio (775) 328-2041 (775) 328-3699 (F)	1,779,901	12/31/2006

INTERMOUNTAIN SLURRY SEAL, INC.

2006 Completed Jobs Over $300,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
161158	US Department of Energy 1551 Hillshire Las Vegas, NV 89134	2005 Bechtel Yucca Mtn Project Contract #: NNFC502081 Nye County, NV Chip Seal	Ralph Milles (702) 295-4590 (702) 295-4447 (F)	881,640	12/31/2006
161160	City of Las Vegas 400 Stewart Avenue Las Vegas, NV 89101	2006 City Of Las Vegas Slurry Contract #: 02.1762.01-RC-Renewal 4 Las Vegas, NV Slurry Seal	Jim Lord (702) 376-1926 (702) 382-3232 (F)	2,246,000	12/31/2006
161161	RTC of Washoe County 1105 Terminal Way, Suite 108 Reno, NV 89502	RTC Preventative Maintenance Contract #: 340013 Reno, Sparks, and Washoe County, NV Slurry Seal	Garth Oksol (775) 742-6851 (775) 348-0170 (F)	4,399,767	12/31/2006
161164	Town of Truckee 10183 Truckee Airport Road Truckee, CA 96161	Town of Truckee Contract #: 60-03-08 Truckee, CA Slurry Seal	Steve Johnson (530) 582-7700 (530) 582-7710 (F)	797,388	12/31/2006
161165	Carson City Public Works 3505 Butti Way Carson City, NV 89701	Carson City 2006 Slurry Seal Contract #: CC-2006-271 Carson City, NV Slurry Seal	John Platt (775) 887-2345 (775) 887-2112 (F)	652,608	12/31/2006
161166	Washoe County Public Works 1001 East 9th Street Reno, NV 89520	Washoe 2006 Slurry Seal Contract #: WA 200-236 Washoe County, NV Slurry Seal	Greg Belancio (775) 328-2041 (775) 328-3699 (F)	2,109,910	12/31/2006
161167	Needles, City of 817 Third Street Needles,CA 92363	City of Needles 2006 Slurry Contract #: None City of Needles, CA Slurry Seal	Kathy Bernal (760) 326-5740 (760) 326-5008 (F)	460,744	12/31/2006

INTERMOUNTAIN SLURRY SEAL, INC.

2006 Completed Jobs Over $300,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
161169	City of Winnemucca 90 West Fourth St Winnemucca, NV 89445	City Of Winnemucca Contract #: HU-2006-238 Winnemucca, NV Slurry Seal	Steve West (775) 623-6334 (775) 623-6321(F)	389,378	12/31/2006
162044	City Of Roseville 311 Venron Street Roseville, CA 95678	Roseville Slurry Seal 2004 Contract #: 2004 Slurry Seal Project City Of Roseville Slurry Seal	Hossein Naghibzadeh (916) 746-1300	894,324	12/31/2006
162045	Woodland, City of 300 First Street Woodland, CA 95695	2004 Slurry Seal and Micro Contract #: 020202 Woodland, CA Microsurfacing, Slurry Seal, Chip, Cape Seal, Striping	Tamera Burham 300 First St Woodland, CA (530) 661-5968 (530) 661-5844 (F)	1,057,424	12/31/2006
162047	CA Department of Transportation PO Box 496073 Redding, CA 96049-6073	Cal Trans 02-1C9004 Contract #: 02-1C9004 Redding, CA Warranty Slurry Seal - Shasta	Carl Mindus (530) 225-3192 (530) 225-3008 (F)	1,059,601	12/312006
162048	Placer County Department of Public Works Dewitt Center 11444 B Avenue Auburn, CA 95603-2603	Placer Co. Slurry Seal 2005 Contract #: 73216 (Yes) Placer County, CA Slurry Seal Various Locations 43 miles	Kevin Taber -Public Works Manager (530) 889-7565 (530) 889-6989 (F)	745,457	12/31/2006
162049	Sacramento, City of 5730 24th Street Sacramento, CA 95822	City of Sacramento Cape Seal Contract #: 2005 Seal Coat PN:RM52 Sacramento, CA Seal Coat and Slurry Seal	Greg Smith (916) 808-8364 (916) 808-7903 (F)	1,830,758	12/31/2006
162051	West Sacramento, City of 1110 West Capitol Ave. 2nd floor W. Sacramento, CA 95691	City of W. Sacto 2005/2006 Contract #: 2005-2006 Slurry Seal #1732 West Sacramento, CA Slurry Seal & Crack Fill	Lenard Chappel (916) 617-4645 (916) 371-0845 (F)	314,819	12/31/2006

INTERMOUNTAIN SLURRY SEAL, INC.

2006 Completed Jobs Over $300,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Completed Date
162052	Santa Barbara, County of Department of Public Works 123 East Anapamu Street Santa Barbara, CA 93101	2005 Santa Barbara Scrub Seal Contract #: 820603 Santa Barbara County, CA Scrub Seal	Gary Gamboa (805) 681-5667 (805) 681-4991 (F)	926,681	12/31/2006
162053	Los Rios Community College District 1919 Spanos Court Sacramento, CA 95825	Consumnes/Folsom Lake Colleges Contract #: 6023 Sacramento County, CA Pavement Rehabilitation	Dave Nichols (916) 856-3420 (916) 856-3456 (F)	421,062	12/31/2006
162055	Clark County , Washington 1300 Franklin Street 6th Floor Vancouver, WA 98660	Clark Co. Annual Slurry Seal Contract #: 2442 Clark County, Vancouver and City of Camas, WA Slurry Seal	Dave Shepard (360) 397-1622 (360) 759-5962 (F)	891,607	12/31/2006
162056	CA Department of Transportation P.O. Box 942873 Sacramento, CA 94273	State of CA DOT 06-0F1204 Contract #: 06-0F1204 Kern County, CA Slurry Seal	Amarjit Dhaliwal (661) 720-0972 (661) 720-0969 (F)	941,791	12/31/2006
162057	Placer County Dept. of Public Works Dewitt Center 11444 B Ave. Auburn, CA 95603-2603	Placer County Contract #: 73239 Placer County, CA Slurry Seal & Cape Seal	Kevin Taber -Public Works Manager (530) 889-7565 (530) 889-6989 (F)	1,085,921	12/31/2006
162058	CA Department of Transportation 1780 West Mission Ave. Escondido, CA 92025	CALTRANS Dist 11-276004 Contract #: 11-276004 San Diego County, CA Microsurfacing	Gary Levine (858) 688-1388 (760) 796-4665 (F)	1,472,618	12/31/2006

INTERMOUNTAIN SLURRY SEAL, INC.

BID PROPOSAL

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

BP. 20

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.

b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Signature of Authorized Certifying Official

Chief Estimator
Title

Marc Thoreson
Printed Name

02/26/10
Date

I am unable to certify to the above statement. My explanation is attached.

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor[1]	OSHA Incident Rate[2]
2008	.62	1.8
2009	.67	1.7

[1] E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.
[2] OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

BID PROPOSAL
SUBCONTRACTORS

BP. 21 **INSTRUCTIONS:** for Subcontractors **exceeding five (5) percent of bid amount.** This information must be submitted with your bid proposal. The bidder shall enter "**NONE**" under "**Name of Subcontractor**" if not utilizing subcontractors exceeding this amount. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor None	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		

*** A Nevada Contractor License is optional for the Bid Proposal, but required prior to execution of the contract.**

SEE APPENDIX A1

BID PROPOSAL

SUBCONTRACTORS

BP.22 **INSTRUCTIONS:** for Subcontractors **exceeding one (1) percent of bid amount or $50,000 whichever is greater.** This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor none	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		

*** A Nevada Contractor License is optional for the Bid Proposal, but required prior to execution of the contract.**

SEE APPENDIX A1

INTERMOUNTAIN SLURRY SEAL, INC.

BID PROPOSAL

SUBCONTRACTORS

BP.23 **INSTRUCTIONS:** for **all Subcontractors not previously listed** on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor None	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	*Nevada Contractor License #	Limit of License
Description of work		

***A Nevada Contractor License is optional for the Bid Proposal, but required prior to execution of the contract.**

SEE APPENDIX A1

BID PROPOSAL

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
I.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	5
VI.	Record of Materials, Supplies, and Labor	6
VII.	Subletting or Assigning the Contract	6
VIII.	Safety: Accident Prevention	6
IX.	False Statements Concerning Highway Projects	6
X.	Implementation of Clean Air Act and Federal Water Pollution Control Act	7
XI.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	7
XII.	Certification Regarding Use of Contract Funds for Lobbying	8

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligationsand in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the

project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49

CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers 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 regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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 be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

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

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

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

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

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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 Wage and Hour Administrator for determination. Said 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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) 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 DOL, 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/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.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) 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 or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, 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.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. 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 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that

the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certifi-

cation Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

BID PROPOSAL

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

BID PROPOSAL

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, 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:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) 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

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American 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 take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 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 geographical areas 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 non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

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

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other 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 organization's 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 therefore, along with whatever additional actions the Contractor may have taken.

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

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

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

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with 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 at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect 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 non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 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 single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, 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 II246, 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 numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement 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).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

BID PROPOSAL

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

BID PROPOSAL

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

   b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

   c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

   The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

   > It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

   The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

   a. All members of the Contractor's staff who are authorized to hire, supervise, promote,

and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

BID PROPOSAL

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

    a. Black (a person having origins in any of the black racial groups of Africa);

    b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

    c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

    d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

    e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

    a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

        (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

BID PROPOSAL

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF NEVADA
COUNTY OF Carson City } SS

I, Marc Thoreson (Name of party signing this affidavit and the Proposal Form) Chief Estimator (title).

being duly sworn do depose and say: That Intermountain Slurry Seal, Inc.

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

INTERMOUNTAIN SLURRY SEAL, INC.

Signature

Chief Estimator
Title

Sworn to before me this 26th day of FEBRUARY, 2010

Signature

TERRY LONG
Notary Public, Judge or other Official

(SEAL)

TERRY LONG
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-2777-2 - Expires January 29, 2013

JURAT

STATE OF Nevada }
COUNTY OF Washoe }

Subscribed and sworn to (or affirmed) before me on

this 26th day of February, 2010,

by Marc Thoreson

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

By: Terry Long (Seal)
Signature of Notary Public

TERRY LONG
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-2777-2 - Expires January 29, 2013

INTERMOUNTAIN SLURRY SEAL, INC.

BID PROPOSAL

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

INTERMOUNTAIN SLURRY SEAL, INC.

Marc Thoreson
Name (please type or print)

Signature

Chief Estimator
Title

BID PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

INTERMOUNTAIN SLURRY SEAL, INC.

N/A

BID PROPOSAL

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0348-0046

1. Type of Federal Actions:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- ☐ c. Initial award
- ☐ d. post-award

3. Report Type:
- ☐ a. initial filing
- ☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Sub-awardee

Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment *(check all that apply):*
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: N/A

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

BID PROPOSAL

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING ON NDOT CONTRACTS

CONTRACT NO.: 0910-128 CONTRACTOR: INTERMOUNTAIN SLURRY SEAL, INC.

Subcontractor Name	Phone:	SUPPLIER	Used	DBE Certified
Paramount Asphalt	(916) 685-9253	Yes No	Yes No	Yes No
Western Emulsions	(949) 510-2722	Yes ~~No~~ no	Yes No	Yes No
Dayton Materials	(775) 882-1946	Yes No	Yes No	Yes No
Martin Marietta Spanish Springs	(775) 425-4455	Yes No	Yes No	Yes No
	( ) -	Yes No	Yes No	Yes No
	( ) -	Yes No	Yes No	Yes No
	( ) -	Yes No	Yes No	Yes No
	( ) -	Yes No	Yes No	Yes No
	( ) -	Yes No	Yes No	Yes No
	( ) -	Yes No	Yes No	Yes No
	( ) -	Yes No	Yes No	Yes No
	( ) -	Yes No	Yes No	Yes No

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. RETURN THIS DOCUMENT TO THE ADMINISTRATIVE SERVICES DIVISION, FAX TO (775) 888-7101. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

BID PROPOSAL

BP.24 ACKNOWLEDGMENT AND EXECUTION:

STATE OF NEVADA)
) **SS**
COUNTY OF Carson City)

I Marc Thoreson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, FHWA-1273 Form, Anti Collusion Affidavit form; Restriction on Lobbying Using Appropriated Federal Funds form, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "**2010 ARRA Micro-Paving Project**", contract number 0910-128, Federal Project #: ARRA-0025(016), NDOT Project #: 60419 together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: INTERMOUNTAIN SLURRY SEAL, INC. Marc Thoreson

TITLE: Chief Estimator

FIRM: INTERMOUNTAIN SLURRY SEAL, INC.

Address: P.O. BOX 50085 (585 WEST BEACH STREET)

City, State, Zip: WATSONVILLE, CA 95077-5085

Telephone: (831) 724-1011

Fax: (831) 768-4037

E-mail Address: marc.thoreson@gcinc.com

(Signature of Bidder)

DATED: 02/26/10

Signed and sworn (or affirmed) before me on this 26th day of February, 2010, by Marc Thoreson.

(Signature of Notary)

(Notary Stamp)

TERRY LONG
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-2777-2 - Expires January 29, 2013

END OF BID PROPOSAL