

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Griffith Company  
12200 Bloomfield Avenue  
Santa Fe Springs, CA 90670

### OWNER:

(Name, legal status and address)

San Bernardino County  
620 South E Street  
San Bernardino, CA 92415-0184

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
790 The City Drive South, Suite 200  
Orange, CA 92868  
**Mailing Address for Notices**  
790 The City Drive South, Suite 200  
Orange, CA 92868

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Apple Valley Runway 18/36 and Taxiway Rehabilitation; Project No. 10.10.1989


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

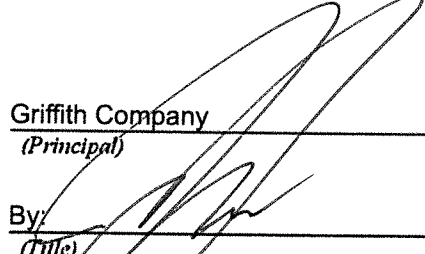
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of April, 2026.

  
\_\_\_\_\_  
(Witness) Daniel W. Leeper, Reg. Manager

  
\_\_\_\_\_  
(Witness) Kim Luu

Griffith Company  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title) Lucas J. Walker, Executive VP

Liberty Mutual Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Heather Saltarelli, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

State of California }  
County of Orange

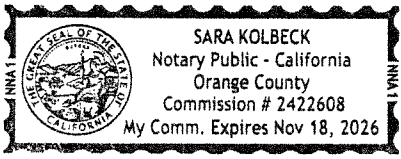
On April 24, 2026 before me, Sara Kolbeck, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lucas J. Walker  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Sara Kolbeck  
Signature of Notary Public

**OPTIONAL**

*Though the section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Bid Bond - County of San Bernardino - Apple Valley Runway 18/36 and Taxiway Rehabilitation

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Lucas J. Walker

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s) Executive Vice President

Corporate Officer -- Title(s): \_\_\_\_\_

Individual

Individual

Partner ---  Limited  General

Partner ---  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

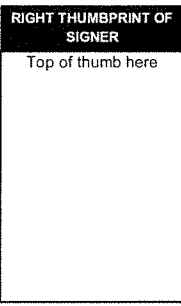
Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_  
GRIFFITH COMPANY

Signer is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

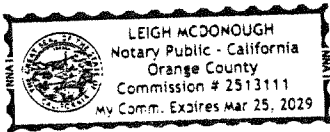
On APR 22 2026 before me, Leigh McDonough, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Heather Saltarelli  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leigh McDonough  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner -- Limited General

Individual  Attorney in Fact

Trustee Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8215828 - 977460

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations...

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations...

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this APR 22, 2026 day of



By: Renee C. Llewellyn, Assistant Secretary

ADDENDUM NO. 3

TO THE BID DOCUMENTS FOR THE  
APPLE VALLEY RUNWAY 18/36 AND TAXIWAY REHABILITATION PROJECT  
AT  
21600 CORWIN ROAD, IN APPLE VALLEY

The following changes and/or additions shall be made to the Bid Documents. All other requirements of the Bid Documents shall remain the same. The Bidder shall acknowledge receipt of this addendum by inserting its number and date in the Bid Proposal submittal.

**Request for Information Questions and Answers Continued:**

**Q35: Base bid plan page CG-501 Detail B-2 asphalt paving detail shows 5" of new asphalt being paved. There are no details provided for lift thickness. According to P-401 specifications the new asphalt cannot be paved over a 4" thick lift. Please provide a detail showing lift thickness that will be required on this project.**

A35: The pavement lifts shall be (2) – 2.5" thick lifts of P-401.

**Geotechnical Report:**

The Geotechnical Report referenced in Addendum No. 2 but not previously uploaded is hereby included as an attachment to this Addendum No. 3.

**Owner Update Clarification:**

Bid bonds may be made payable to either San Bernardino County or County Service Area 60 – Apple Valley Airport.

End of Addendum No. 3

  
Sarah Riley (Apr 24, 2026 14:26:47 PDT)  
Sara Riley, Chief Project Manager  
Project and Facilities Management Department

MY:SR:DS  
San Bernardino County  
Project and Facilities Management Department  
620 S. E Street  
San Bernardino, CA 92415-0184  
www.pfm.sbcounty.gov

DATE: April 24, 2026

## ADDENDUM NO. 2

TO THE BID DOCUMENTS FOR THE  
APPLE VALLEY RUNWAY 18/36 AND TAXIWAY REHABILITATION PROJECT  
AT  
21600 CORWIN ROAD, IN APPLE VALLEY

The following changes and/or additions shall be made to the Bid Documents. All other requirements of the Bid Documents shall remain the same. The Bidder shall acknowledge receipt of this addendum by inserting its number and date in the Bid Proposal submittal.

### Changes to Bid Proposal

- Owner name has been updated throughout the Bid Proposal to reflect "County Service Area 60 – Apple Valley Airport" as Owner. Any requirements for the Contractor to submit documents naming "San Bernardino County" shall instead name "County Service Area 60 – Apple Valley Airport".
- Bid Item Numbers have been updated.
- Errors in Units of Measure have been fixed.

### Changes to Plans

- Revised Sheet E-101

### Request for Information Questions and Answers:

**Q1: Base Bid Items #12, #28, #29 quantities appear approximately 19% lower in contractor takeoff vs. bid schedule.**

A1: Bid Schedule quantities govern. Pavement quantities were developed from plan limits, typical sections, and transitions.

**Q2: Bid Alt 1 Item #44 quantities appear approximately 21% lower than contractor takeoff.**

A2: Bid Schedule quantities govern. Quantities reflect full pavement extents shown in Bid Alt 1 plans.

**Q3: Bid Alt 2 Item #38 cold milling quantity appears approximately 33% higher than contractor takeoff.**

A3: Bid quantity reflects full-depth and variable-width milling including transitions. Bid Schedule quantity governs.

**Q4: Are existing conduits to be removed concrete encased or non-encased?**

A4: Unless specifically shown as duct bank, existing conduits shall be assumed non-encased. Any encasement encountered is incidental.

**Q5: Bid Item #69 calls for 2-inch RGS conduit; plans show 2-inch PVC conduit in pavement.**

A5: Rigid Galvanized Steel (RGS) shall be used for all in-pavement installations. PVC may be used only outside pavement areas. Refer to detail A1/E-501 where it references RGS; See revised Sheet E-101 attached to this Addendum. .

**Q6: Specification sections conflict on whether borrow excavation is on-airport or off-site.**

A6: Borrow excavation shall be assumed on-site, as the existing asphalt material milled can be used as suitable fill if uncontaminated.

**Q7: Item #25 contractor takeoff exceeds bid quantity.**

ADDENDUM NO. 1

TO THE BID DOCUMENTS FOR THE  
APPLE VALLEY RUNWAY 18/36 AND TAXIWAY REHABILITATION PROJECT  
AT  
21600 CORWIN ROAD, IN APPLE VALLEY

The following changes and/or additions shall be made to the bid documents. All other requirements of the contract documents remain the same. The Bidder shall acknowledge receipt of the addendum by inserting its number and date in the Bid Proposal.


**Changes to the Advertisement for Bids:**

1. Revise bid due date as shown in the Advertisement for Bids to **Tuesday, April 28, 2026 at 10:00 a.m.**
2. Revise mandatory Pre-bid Meeting date as shown in the Advertisement for Bids to **Thursday, April 16, 2026 at 10:00 a.m.** at 21600 Corwin Road, Apple Valley. Bids submitted by firms who have not participated in the Pre-bid Meeting will be deemed nonresponsive.
3. Revise the RFI date as shown in the Advertisement for Bids to **Wednesday, April 22, 2026.**

**Changes to the Bid Proposal:**

1. Revise the Bid Opening date as shown on the Bid Proposal to **Tuesday, April 28, 2026 at 10:00 a.m.**

End of Addendum No. 1

  
Sarah Riley (Apr 10, 2025 08:42:57 PDT)

Sarah Riley, Chief of Project Management  
Project and Facilities Management Department

San Bernardino County  
Project and Facilities Management Department  
620 South E Street,  
San Bernardino, CA 92415-0184  
[www.sbcounty.gov/ae](http://www.sbcounty.gov/ae)  
DATE: 4/9/2026

## Bid Proposal Checklist

- All Addenda are acknowledged
- Bid Package signed by authorized party
- Signed Non-Collusion Declaration from Prime Contractor enclosed
- Signed Contractor Certification of California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleet Certification of Compliance
- Signed Certification of Compliance with FAA Buy America Preference
- Signed Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
- Signed Trade Restriction Certification
- Original Bid Bond enclosed; or
- If submitting via ePro, the original Bid Bond is required to be mailed to Project and Facilities Management.  
**Note:** Bid Bond must be received by Project Management by time of bid
- No modifications made to bid forms
- Envelope properly labeled
- Remember to **seal** the bid and deliver to:

Project and Facilities Management Department  
620 South E Street,  
San Bernardino, California 92415-0184

**Please Note:** This checklist is only provided to assist the bidders. It is the bidder's sole responsibility to ensure that they are complying with the requirements included in the Bid Package in their entirety, even if they are not identified on this checklist.

BID PROPOSAL

PROJECT: APPLE VALLEY RUNDWAY 18/36 AND TAXIWAY  
REHABILITATION

LOCATION: 21600 Corwin Road, Apple Valley, CA

OWNER: San Bernardino County

BID OPENING: Wednesday, April 22, 2026, at 10:00 a.m.

BIDDER: Griffith Company

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San Bernardino County  
Project and Facilities Management Department – Project Management  
620 South E Street  
San Bernardino, CA 92415-0184  
<https://pfm.sbcounty.gov/>

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which includes, but is not limited to, the rehabilitation, saw cutting, reconstruction, and striping of Asphalt Concrete pavement at the Airport in Apple Valley, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Project and Facilities Management Department – Project Management, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

The following Bid Items are listed in order of priority.

BASE BID

Project:		APV RUNDWAY 18/36 AND TAXIWAY REHABILITATION: Base Bid				
Limits:		County Service Area 60 - Apple Valley Airport				
Item No.	Approx. Quantity	Spec. Section	Meas. Units	Item Description	Unit Price	Extended Total
1	1	C-100	LS	CONTRACTOR'S QUALITY CONTROL PROGRAM (2% MAX OF THE BASE BID TOTAL)	\$ 120,000. <sup>-</sup>	\$ 120,000. <sup>-</sup>
2	1	C-102	LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$ 130,000. <sup>-</sup>	\$ 130,000. <sup>-</sup>
3	1	C-102	LS	DEVELOPMENT AND COMPLIANCE OF SWPPP	\$ 12,000. <sup>-</sup>	\$ 12,000. <sup>-</sup>
4	1	C-105	LS	MOBILIZATION	\$ 700,000. <sup>-</sup>	\$ 700,000. <sup>-</sup>
5	1	6 C-106	LS	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	<del>\$ 482,000.<sup>-</sup></del> <sup>433,000.<sup>-</sup> <b>(KM)</b></sup>	<del>\$ 482,000.<sup>-</sup></del> <sup>433,000.<sup>-</sup> <b>(KM)</b></sup>
6	75,800	P-101	SY	COLD MILLING (FULL DEPTH)	\$ 1.85	\$ 140,230. <sup>-</sup>
7	13,650	P-101	SY	SAWCUTTING	\$ 3.25	\$ 44,362.50
8	2,525	P-152	CY	UNCLASSIFIED EXCAVATION	\$ 62. <sup>-</sup>	\$ 156,550. <sup>-</sup>
9	5,030	P-152	CY	OFF-SITE BORROW EXCAVATION	\$ 35.50	\$ 178,855. <sup>-</sup>
10	12,630	P-209	CY	CRUSHED AGGREGATE BASE COURSE - 6" THICK	\$ 159. <sup>-</sup>	\$ 2,008,170. <sup>-</sup>
11	24,230	P-401	TON	ASPHALT SURFACE COURSE, GRADATION 2 - 5" THICK	\$ 146. <sup>-</sup>	\$ 3,537,580. <sup>-</sup>
12	2,275	P-603	GAL	EMULSIFIED ASPHALT TACK COAT	\$ 9. <sup>-</sup>	\$ 20,475. <sup>-</sup>
13	9,940	P-620	SF	OBLITERATE EXISTING MARKINGS	\$ 3.90	\$ 38,766. <sup>-</sup>
14	54,150	P-620	SF	INTERIM MARKINGS, WHITE	\$ 1.20	\$ 64,980. <sup>-</sup>
15	54,150	P-620	SF	PERMANENT MARKINGS WITH REFLECTIVE BEADS, WHITE	\$ 1.43	\$ 77,434.50

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications (Items 1 to 15 for comparison only), except for

those items designated as Additive Alternate No. 1, Additive Alternate No. 2, Additive Alternate No. 3, or Additive Alternate No. 4.

The BASE BID TOTAL of \$7,662,113.00 Dollars

(\$Seven million, Six hundred sixty two thousand, one hundred thirteen Dollars and zero cents

ADDITIVE ALTERNATE NO. 1

Project:			APPLE VALLEY RUNDWAY 18/36 AND TAXIWAY REHABILITATION: Additive Alternate No. 1			
Limits:			County Service Area 60 - Apple Valley Airport			
Item No.	Approx. Quantity	Spec. Section	Meas. Units	Item Description	Unit Price	Extended Total
16	1	C-100	LS	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) (2% MAX OF THE ADDITIVE ALTERNATE NO. 1 BID TOTAL)	100,000.- <del>\$ 178,150.-</del> (km)	100,000.- <del>\$ 178,150.-</del> (km)
17	1	C-102	LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$ 3,215.-	\$ 3,215.-
18	1	C-102	LS	DEVELOPMENT AND COMPLIANCE OF SWPPP	\$ 1.25	\$ 1.25
19	1	C-105	LS	MOBILIZATION	\$ 543,350.-	\$ 543,350.-
20	1	C-106	LS	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	\$ 186,200.-	\$ 186,200.-
21	38,200	P-101	SY	COLD MILLING (FULL DEPTH)	\$ 8.-	\$ 305,600.-
22	13,640	P-101	LF	SAWCUTTING	\$ 3.70	\$ 50,468.-
23	17,730	P-101	SY	PLACEMENT AND COMPACTION OF ASPHALT SHOULDER MILLINGS	\$ 11.-	\$ 195,030.-
24	600	P-152	CY	UNCLASSIFIED EXCAVATION	\$ 51.-	\$ 30,600.-
25	10,660	P-152	CY	ON-SITE BORROW EXCAVATION	\$ 33.-	\$ 351,780.-
26	485	P-152	CY	OFF-SITE BORROW EXCAVATION	\$ 66.50	\$ 32,252.50
27	7,820	P-209	CY	CRUSHED AGGREGATE BASE COURSE - 6" THICK	\$ 173.-	\$ 1,352,860.-
28	12,150	P-401	TON	ASPHALT LEVELING COURSE	\$ 205.-	\$ 2,490,750

29	1,140	P-603	GAL	EMULSIFIED ASPHALT TACK COAT	\$ 13.-	\$ 14,820.-
30	13,640	P-605	LF	JOINT SEALANT	\$ 11.50	\$ 156,860.-
31	29,390	P-620	SF	INTERIM MARKINGS, WHITE	\$ 1.50	\$ 44,085.-
32	29,390	P-620	SF	TEMPPERMANENT MARKINGS WITH REFLECTIVE BEADS, WHITE	\$ 1.75	\$ 51,432.50

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications for widening of the runway (Items 16 to 32 for comparison only), except for those items designated as Base Bid, Additive Alternate No. 2, Additive Alternate No. 3, or Additive Alternate No. 4

The ADDITIVE ALTERNATE NO. 1 TOTAL of  
 Five million, nine hundred nine thousand, Dollars  
 three hundred four dollars and twenty five cents.  
 (\$ 5,909,304.25 )

ADDITIVE ALTERNATE NO. 2

Project:		<b>APPLE VALLEY RUNDWAY 18/36 AND TAXIWAY REHABILITATION: Additive Alternate No. 2</b>				
Limits:		<b>County Service Area 60 - Apple Valley Airport</b>				
Item No.	Approx. Quantity	Spec. Section	Meas. Units	Item Description	Unit Price	Extended Total
33	1	C-100	LS	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) (2% MAX OF THE ADDITIVE ALTERNATE NO. 2 BID TOTAL)	\$ 100,000.-	\$ 100,000.-
34	1	C-102	LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$ 250,000.-	\$ 250,000.-
35	1	C-105	LS	MOBILIZATION	\$ 454,550.-	\$ 454,550.-
36	1	C-106	LS	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	\$ <del>414,200.00</del> 540,000.-	\$ <del>414,200.00</del> 540,000.-
37	28,670	P-101	SY	COLD MILLING (FULL DEPTH)	\$ 7.85	\$ 225,059.50
38	2,725	P-101	LF	SAWCUTTING	\$ 6.15	\$ 16,758.75
39	12,775	P-101	SY	PLACEMENT AND COMPACTION OF ASPHALT SHOULDER MILLINGS	\$ 26.-	\$ 332,150.-

40	9,350	P-152	CY	UNCLASSIFIED EXCAVATION	\$ 149.-	\$ 1,393,150.-
41	2,985	P-152	SY	PREPARATION OF AREAS FOR OVERLAY	\$ 13.50	\$ 40,297.50
42	4,325	P-209	CY	CRUSHED AGGREGATE BASE COURSE - 6" THICK	\$ 183.-	\$ 791,475.-
43	8,930	P-401	TON	ASPHALT SURFACE COURSE, GRADATION 2 - 5" THICK	\$ 237.-	\$ 2,116,410.-
44	835	P-603	GAL	EMULSIFIED ASPHALT TACK COAT	\$ 6.65	\$ 5,552.75
45	2,725	P-605	LF	JOINT SEALANT	\$ 12.50	\$ 34,062.50
46	450	P-620	SF	OBLITERATE EXISTING MARKINGS	\$ 15.00	\$ 6,750.-
47	5,720	P-620	SF	INTERIM MARKINGS, YELLOW	\$ 1.50	\$ 8,580.-
48	5,720	P-620	SF	PERMANENT MARKINGS WITH REFLECTIVE BEADS, YELLOW	\$ 1.75	\$ 10,010.-
49	620	D-701	LF	18-INCH DIA. RCP, CLASS IV	\$ 321.-	\$ 199,020.-
50	10	D-701	EACH	18-INCH DIA. RCP END SECTION	\$ 5060	\$ 50,600.-

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications for taxiway improvements (Items 33 to 50 for comparison only), except for those items designated as Base Bid, Additive Alternate No. 1, Additive Alternate No. 3, or Additive Alternate No. 4.

The ADDITIVE ALTERNATE NO. 2 TOTAL of  
 Six Million Five Hundred Seventy-Four Thousand Dollars  
 Three Hundred Twenty-Six Dollars and 200 cents  
 (\$ 6,574,326.00)

ADDITIVE ALTERNATE NO. 3

Project: **APPLE VALLEY RUNDWAY 18/36 AND TAXIWAY REHABILITATION: Additive Alternate No. 3**

Limits: County Service Area 60 - Apple Valley Airport

Item No.	Approx. Quantity	Spec. Section	Meas. Units	Item Description	Unit Price	Extended Total
51	4,980	P-120	SY	COLD MILLING EXISTING PAVEMENT	\$ 9.55	\$ 46,563.-

52	1,400 P-152	CY	UNCLASSIFIED EXCAVATION	\$ 100.-	\$ 140,000.-
53	1 P-156	LS	COMPLIANCE W/POLLUTION, EROSION & SILTATION CONTROL	\$ 77,140.-	\$ 77,140.-
54	15 P-156	CY	RIP RAP, NO. 3 ROCK	\$ 2,805.-	\$ 42,075.-
55	1,500 P-209	CY	CRUSHED AGGREGATE BASE COURSE, 6-INCH THICK	\$ 131.-	\$ 196,500.-
56	1,850 P-401	TON	BITUMINOUS SURFACE COURSE, GRADATION 1, 4-INCH THICK	\$ 211.-	\$ 390,350.-
57	1,100 P-603	GAL	BITUMINOUS TACK COAT	\$ 20.50	\$ 22,550.-
58	245 CAL 90	LF	CONCRETE VALLEY GUTTER	\$ 212.-	\$ 51,940.-
59	1 CAL 40	LS	CROSS GUTTER WITH CUT OFF WALLS	\$ 59,530.-	\$ 59,530.-
60	1 P-620	LS	RUNWAY & TAXIWAY PAINTING	\$ 22,220.-	\$ 22,220.-
61	5 D-701	EA	24" X 24" CATCH BASIN	\$ 26,520.-	\$ 162,600.-
62	515 D-701	LF	18-INCH DIA. RCP, CLASS IV	\$ 413.-	\$ 217,695.-
63	2 D-701	EA	18-INCH RCP END SECTION	\$ 5,385.-	\$ 10,770.-
64	45 D-701	LF	REMOVAL OF DRAINAGE PIPE	\$ 183.-	\$ 8,235.-
65	250 D-707	LF	WATERLINE AND APPURTENANCES	\$ 646.-	\$ 160,000.-
66	1,750 L-108	LF	NO.8 AWG, 5kV, 1/C AIRFIELD LIGHTING CABLE	\$ 21.50	\$ 37,625.-
67	1,750 L-108	LF	COUNTERPOISE WIRE	\$ 20.50	\$ 35,875.-
68	540 L-110	LF	2-INCH DIA. PVC CONDUIT IN TURF	\$ 127.-	\$ 68,580.-
69	580 L-110	LF	2-INCH DIA. RGS CONDUIT IN PAVEMENT	\$ 163.-	\$ 94,540.-
70	105 L-110	LF	2-WAY DUCT BANK WITH 2" CONDUIT	\$ 305.-	\$ 32,025.-
71	380 L-110	LF	REMOVAL OF EXISTING CONDUIT	\$ 34.-	\$ 12,920.-
72	9 L-125	EA	MEDIUM INTENSITY TAXIWAY LIGHT, BASE MOUNTED	\$ 6,100.-	\$ 54,900.-
73	13 L-125	EA	MEDIUM INTENSITY TAXIWAY LIGHT, IN PAVEMENT	\$ 7,720.-	\$ 100,490.-
74	5 L-125	EA	REMOVAL OF EXISTING ELEVATED EDGE LIGHT	\$ 1084.-	\$ 5425.-
75	13 L-126	EA	TIEDOWN CONCRETE ANCHORS IN ASPHALT PAVEMENT	\$ 11,120.-	\$ 144,560.-
76	45 F-162	LF	REMOVAL OF EXISTING FENCE	\$ 36.50	\$ 1,642.50
77	1 M-100	LS	MAINTENANCE AND PROTECTION OF TRAFFIC	<del>\$ 32,730.-</del> \$ 32,730.-	\$ 32,730.-
78	1 M-150	LS	PROJECT SURVEY & STAKEOUT	\$ 300,000.-	\$ 300,000.-
79	1 M-200	LS	MOBILIZATION	\$ 250,000.-	\$ 250,000.-

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications for taxiway improvements (Items 51 to 79 for comparison only), except for those items designated as Base Bid, Additive Alternate No. 1, Additive Alternate No. 2, or Additive Alternate No. 4.

The ADDITIVE ALTERNATE NO. 3 TOTAL of  
*Two Million Seven Hundred Fourteen Thousand Four Hundred Eighty Dollars and Fifty Cents*  
 (\$ 2,714,480.50 )

ADDITIVE ALTERNATE NO. 4

<b>Project:</b>				<b>APPLE VALLEY RUNDWAY 18/36 AND TAXIWAY REHABILITATION: Additive Alternate No. 4</b>		
<b>Limits:</b>				<b>County Service Area 60 - Apple Valley Airport</b>		
Item No.	Approx. Quantity	Spec. Section	Meas. Units	Item Description	Unit Price	Extended Total
80	1	C-102	LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$ 301,400	\$ 301,400
81	1	C-105	LS	MOBILIZATION	<del>400,000</del> \$ 400,000	<del>400,000</del> \$ 400,000
82	1	C-106	LS	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	\$ 52,640	\$ 52,640
83	1,800	P-152	CY	UNCLASSIFIED EXCAVATION	\$ 58.50	\$ 105,300
84	1	L-107	EACH	RELOCATE SUPPLEMENTAL WIND CONE AND INSTALL NEW FOUNDATION	\$ 49,280	\$ 49,280
85	15,460	L-108	LF	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN CONDUIT	\$ 7.05	\$ 108,993
86	12,900	L-108	LF	NO. 4 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE INSTALLED ABOVE THE DIRECT BURIED WIRE, DUCT BANK OR CONDUIT	\$ 2.80	\$ 36,120
87	500	L-110	LF	CONCRETE ENCASED ELECTRICAL DUCT BANK, 4 WAY - 4 INCH PVC CONDUIT, IN PAVEMENT	\$ 359	\$ 179,500
88	12,915	L-110	LF	NON-ENCASED ELECTRICAL CONDUIT, 1 WAY - 2 INCH PVC CONDUIT	\$ 74.50	\$ 962,167.50
89	13,300	L-110	LF	REMOVAL OF EXISTING PVC CONDUIT AND CABLES	\$ 25.50	\$ 339,150
90	435	L-110	LF	REMOVAL OF EXISTING CONCRETE DUCT BANK	\$ 28	\$ 12,180
91	13	L-115	EACH	ELECTRICAL PULLBOX	\$ 32,380	\$ 420,940
92	11	L-115	EACH	REMOVAL OF EXISTING ELECTRICAL MANHOLE	\$ 2,110	\$ 23,210

93	133	L-125	EACH	MEDIUM INTENSITY LED TAXIWAY EDGE LIGHT, BASE MOUNTED	\$ 4,930	\$ 655,690
94	17	L-125	EACH	MEDIUM INTENSITY INCANDESCENT TAXIWAY EDGE LIGHT, BASE MOUNTED	\$ 4,930	\$ 83,810
95	15	L-125	EACH	MEDIUM INTENSITY LED RUNWAY EDGE LIGHT, BASE MOUNTED	\$ 4,930	\$ 73,950
96	16	L-125	EACH	TAXIWAY GUIDANCE SIGN, 3 CHARACTER	\$ 12,670	\$ 202,720
97	7	L-125	EACH	TAXIWAY GUIDANCE SIGN, 6 CHARACTER	\$ 14,780	\$ 103,460
98	76	L-125	EACH	MODIFY EXISTING ELEVATED EDGE LIGHT	\$ 2,110	\$ 160,360
99	19	L-125	EACH	REMOVAL OF EXISTING GUIDANCE SIGN AND FOUNDATION	\$ 2,110	\$ 40,090
100	138	L-125	EACH	REMOVAL OF EXISTING ELEVATED EDGE LIGHT AND FOUNDATION	\$ 704	\$ 97,152

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications for electrical improvements (Items 80 to 100 for comparison only), except for those items designated as Base Bid, Additive Alternate No. 1, Additive Alternate No. 2, or Additive Alternate No. 3.

The ADDITIVE ALTERNATE NO. 4 TOTAL of  
*Four Million Four Hundred Eight Thousand One* Dollars  
*Hundred Twelve Dollars and Fifty Cents*  
 (\$ 4,408,112.50 )

The quantities listed above are only an estimate for each of the items. The actual quantities encountered may be different and compensation will be based on the unit prices established above. In case of discrepancies between the "Unit Price" and the "Total Extension", the "Unit Price" shall prevail.

The bid prices given are to be considered current and future for this project. No escalation of the unit prices shown above will be considered through the life of the project. No escalation of unit prices due to economic conditions of the material suppliers, subcontractors and contractor will be considered.

The above-mentioned BASE BID and ADDITIVE ALTERNATES NO. 1, NO. 2, NO. 3 AND NO. 4 include applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The County shall determine the low bid pursuant to Public Contract Code Section 20103.8 (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

#### BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, 10% of Base Bid Dollars (\$ \_\_\_\_\_), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Project and Facilities Management Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 620 South E Street, San Bernardino, CA 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

#### TIME OF COMPLETION

The undersigned agrees to complete the work within 163 calendar days from the date stipulated in the Notice to Proceed.

#### LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$1,500 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

#### ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

## REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

## VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

## STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "A" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

## INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Project and Facilities Management Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name San Bernardino County and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

## BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award

and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

#### FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### VISITING THE SITES

The undersigned has visited the site and is familiar with the local conditions of the work site.

#### APPLICABLE FEDERAL PROVISIONS BY REFERENCE

The following are federal provisions that are applicable to this Project and are incorporated by reference.

**Buy American Preferences** - 49 U.S.C. § 50101, Executive Order 14005, Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America.

**Civil Rights Title VI Assurances** - 49 U.S.C. § 47123, FAA Order 1400.11.

**Davis-Bacon Requirements** - 2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147.

**Debarment and Suspension** - 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689.

**Lobbying and Influencing Federal Employees** - 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A.

**Recovered Materials** - 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)).

#### FAIR LABOR STANDARDS ACT

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

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

#### TRADE RESTRICTION CERTIFICATIONS

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

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

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

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

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

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

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

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

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

#### CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION COMPLIANCE CERTIFICATION

This Project is subject to the California Air Resources Board (CARB) approved amendments relating to In-Use Off Road Diesel-Fueled Fleets found at California Code of Regulations Title 13, sections 2449, 2449.1, and 2449.2 (the "Regulations"). The Regulations require a Prime Contractor, bidding on a public works project to be awarded by any public works awarding body, to certify that the Contractors off-road diesel-fueled fleets comply with CARB regulations. Section 2449(b) includes a list of off-road diesel-fueled fleets subject to these regulations. It is the responsibility of the Contractor to verify if their fleet is subject to these regulations.

Contractor is required to obtain and submit Certificates of Reported Compliance from all subcontractors that are listed in the bid submission. Failure to provide Contractor's CARB

compliance number may constitute a material irregularity rendering their bid non-responsive and non-responsible, and subject to rejection for non-responsiveness.

No award shall be made to a Contractor that has failed to provide its CARB compliance certificates, unless the Contractor confirms that no equipment subject to the regulation will be used to execute the Contract Work. By submitting a bid, the Bidder hereby certifies that it is aware of the requirements set forth in Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations and any successful Bidder and its subcontractors shall comply with sections 2449, 2449.1, 2449.2 of Title 13 of the California Code of Regulations, including by providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites. The Certificates of Reported Compliance received by the Contractor for this Project must be retained for three (3) years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five (5) business days of the request. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation Section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.

If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB within the time period contained in in the Regulations.

Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in the Regulation.

Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the

emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Contractor shall complete and return the "California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance" form attached hereto as a condition to bidding this Project.

### DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: Griffith Company

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
Pavement Recycling Systems, Inc	Pulverize	Jurupa Valley, CA	569352	1000003363	1633
<del>Logo's Engineering, Inc</del> <sup>LM</sup>	<del>Underground</del> <sup>LM</sup>	<del>Perris, CA</del> <sup>LM</sup>	<del>4034755</del> <sup>LM</sup>	<del>1000058563</del> <sup>LM</sup>	<del>N/A</del> <sup>LM</sup>
Goss Construction Co	Joint Seal	Rancho Cucamonga, CA	378377	1000005807	80930

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

**CONTRACTOR NAME: Griffith Company** \_\_\_\_\_

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
Royal Electric	Electrical	Sacramento, CA	357377	1000000111	3011

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: Griffith Company

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
Cal-Stripe	Striping	Colton	685387	1000001100	5800

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ADDENDA

This bid includes Addendum No. 1 dated 04/10/2026

Addendum No. 2 dated 04/23/2026  
3 04/24/2026

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

**The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.**

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ( ) Sole Proprietor  
 ( ) Partnership

Corporation  
 Other

Name of Bidder: Griffith Company

Address: 3050 East Birch Street

Brea, CA 92821 Phone: 714-984-5500

Email: Kmcleod@griffithcompany.net

Contractor's License No.: 88 Primary Class: A,B,C-8,C12,C21,C22,C27,  
C-31,HAZ

Expiration Date of Contractor's License 09/30/2026

Contractor's DIR Registration # 1000005611

Contractor's California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets  
Regulation Compliance No.: 118

I declare under penalty of perjury the above is true and correct.

Authorized Signature:  Title: Chief Estimator

Print Name: Ky McLeod Date: 04/22/2026

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
 County of Orange }

On April 22, 2026 before me, Sara Kolbeck, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ky McLeod  
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.



Place Notary Seal Above

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 Sara Kolbeck  
Signature of Notary Public

## OPTIONAL

*Though the section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

### Description of Attached Document

Title or Type of Document: Bid Package - SB County - Apple Valley Runway 18/36 and Taxiway Rehabilitation

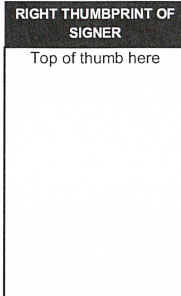
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Ky McLeod

- Corporate Officer -- Title(s): \_\_\_\_\_
- Individual
- Partner ---  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Authorized Signer/ Chief Estimator

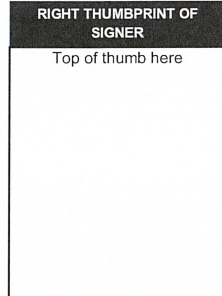
Signer is Representing: GRIFFITH COMPANY



Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_



## NONCOLLUSION DECLARATION

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Chief Estimator of Griffith Company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bid or of any other bid, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/22/2026 [date], at Brea [city], California [state].

Signed: 

Title: Chief Estimator

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
 County of Orange }

On April 22, 2026 before me, Sara Kolbeck, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ky McLeod  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Sara Kolbeck*  
Signature of Notary Public

## OPTIONAL

*Though the section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

### Description of Attached Document

Title or Type of Document: Noncollusion Declaration - SB County - Apple Valley Runway 18/36 and Taxiway Rehabilitation

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Ky McLeod

- Corporate Officer -- Title(s): \_\_\_\_\_
- Individual
- Partner ---  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Authorized Signer/ Chief Estimator

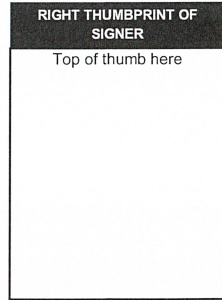
Signer is Representing: \_\_\_\_\_  
GRIFFITH COMPANY



Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_



**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR CERTIFICATION  
CALIFORNIA AIR RESOURCES BOARD (CARB)**

**IN-USE OFF-ROAD DIESEL FUELED FLEET CERTIFICATION OF COMPLIANCE**

I hereby certify that Contractor is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

1. **Certification of Compliance.** I hereby certify that I and all of my subcontractors will conform to the California Air Resource Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).
  
2. **Instructions.** Check one (1) box below.

Contractor's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the valid Certificate(s) Reported Compliance with this Regulation for In-Use Off-Road Diesel-Fueled Fleet provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable **must** be provided with this form.)

Contractor certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

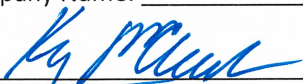
3. I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

**\*Note:** All Subcontractor(s) Certificate of Reported Compliance Number(s) shall be listed on the Designation of Subcontractors table contained in the Bid Proposal.

Failure to submit this form or comply with any of the above requirements may result in the bid to be found non-responsive and the bid bond forfeited. Bidder shall ensure that their fleet, as well as all rental fleets and subcontractor fleets, maintain their active and current CARB certification for the duration of the project.

**The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this form is true and correct.**

Bidder's Company Name: Griffith Company

Signature: 

Title: Chief Estimator

Print Name: Ky McLeod

Date: 04/22/2026

California Environmental Protection Agency  
**Air Resources Board**

**January 1, 2026**

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

**GRIFFITH COMPANY**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

*Michelle Buffington*

Michelle Buffington  
Chief, Mobile Source Control Division  
California Air Resources Board

Off-road Diesel Fleet Identification

**118**

To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.html](http://www.arb.ca.gov/doors/compliance_cert1.html)

Certification of Compliance with FAA Buy American Preference – Construction Projects  
(involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

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

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

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

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

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

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

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

04/22/2026

Date

Griffith Company

Company Name



Signature

Ky McLeod, Chief Estimator

Title

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY  
CONVICTIONS**

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

**Certifications**

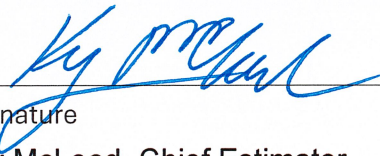
- 1) Contractor represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) Contractor represents that it is (  ) is not (  ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **False Statements:** Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

04/22/2026

Date

Griffith Company

Company Name



Signature

Ky McLeod, Chief Estimator

Title

## TRADE RESTRICTION CERTIFICATION

(49 USC § 50104 and 49 CFR Part 30)

(For purposes of this contract, Offeror has the same meaning as Contractor)

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign

country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

04/22/2026

Date

Griffith Company

Company Name



Signature

Ky McLeod, Chief Estimator

Title

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Griffith Company  
12200 Bloomfield Avenue  
Santa Fe Springs, CA 90670

### OWNER:

(Name, legal status and address)

San Bernardino County  
620 South E Street  
San Bernardino, CA 92415-0184

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
790 The City Drive South, Suite 200  
Orange, CA 92868  
Mailing Address for Notices  
790 The City Drive South, Suite 200  
Orange, CA 92868

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


Apple Valley Runway 18/36 and Taxiway Rehabilitation; Project No. 10.10.1989


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

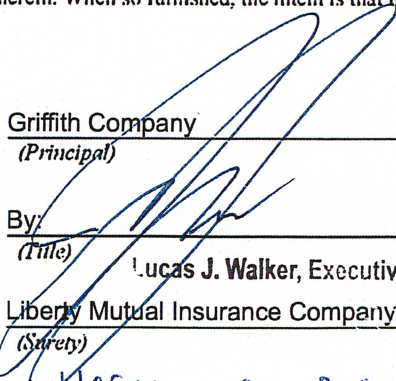
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of April, 2026.

  
\_\_\_\_\_  
(Witness) Daniel W. Leeper, Reg. Manager

  
\_\_\_\_\_  
(Witness) Kim Luu

Griffith Company  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title) Lucas J. Walker, Executive VP

Liberty Mutual Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Heather Saltarelli, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

State of California }  
County of Orange

On April 24, 2026 before me, Sara Kolbeck, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lucas J. Walker  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Sara Kolbeck  
Signature of Notary Public

**OPTIONAL**

*Though the section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Bid Bond - County of San Bernardino - Apple Valley Runway 18/36 and Taxiway Rehabilitation

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Lucas J. Walker

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s) Executive Vice President

Corporate Officer -- Title(s): \_\_\_\_\_

Individual

Individual

Partner ---  Limited  General

Partner ---  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

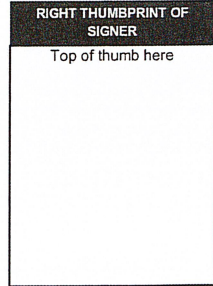
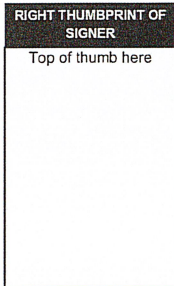
Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: GRIFFITH COMPANY

Signer is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

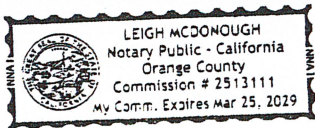
On APR 22 2026 before me, Leigh McDonough, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Heather Saltarelli  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leigh McDonough  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8215828 - 977460

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alicia Cortez, Christine D. Widmer, Elizabeth Santos, Heather Saltarelli, Jared Marchbanks, Jeri Apodaca, Jonathan Batin, Karen Gonzalez, Karina Fuentes, Kevin Cathcart, Kim Luu, Leigh McDonough, Maria Guise, Mark Richardson, Michael D. Parizino, Rachelle Rheault, Terah Lane, Vincent Jara

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of March, 2026.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 24th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this APR 22, 2026 day of



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**CORPORATE OFFICE**

3050 E. Birch Street  
Brea, CA 92821  
[714] 984-5500  
Fax [714] 854-9754

**SOUTHERN REGION**

12200 Bloomfield Avenue  
Santa Fe Springs, CA 90670  
[562] 929-1128  
Fax [562] 864-8970

**CENTRAL REGION**

1128 Carrier Parkway Avenue  
Bakersfield, CA 93308  
[661] 392-6640  
Fax [661] 393-9525

**SAN DIEGO OFFICE**

10660 Scripps Ranch Blvd  
Suite 100  
San Diego, CA 92123  
[858] 298-2089

**CONCRETE DIVISION**

12200 Bloomfield Avenue  
Santa Fe Springs, CA 90670  
[562] 929-1128  
Fax [562] 929-7116

**LANDSCAPE DIVISION**

3050 E. Birch Street  
Brea, CA 92821  
[714] 984-5500  
Fax [714] 854-7843

**UNDERGROUND DIVISION**

3050 E. Birch Street  
Brea, CA 92821  
[714] 984-5500  
Fax [714] 854-0226

**STRUCTURE DIVISION**

3050 E. Birch Street  
Brea, CA 92821  
[714] 984-5500  
Fax [714] 854-0227

**ENVIRONMENTAL DIVISION**

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**MATERIALS DIVISION**

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Brea, CA 92821  
[714] 984-5500  
Fax [714] 854-7843

[www.griffithcompany.net](http://www.griffithcompany.net)

CA Contractors  
License #88

NV Contractors  
License #78889

AZ Contractors  
License #292209



# GRIFFITH COMPANY

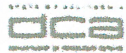
## LICENSE CERTIFICATE

I certify under penalty of perjury under the laws of the State of California that the following is true and correct.

88

State Contractor's License No.

Lucas J Walker, Executive Vice President



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number 88

Entity CORP

Business Name GRIFFITH COMPANY

Classification: A B C-8 C12 C27 HAZ C31 C22  
C21

Expiration Date 09/30/2026

[www.csib.ca.gov](http://www.csib.ca.gov)



PWCR	Legal Entity Name	Doing Business As (DBA)	Business Structure	Contractor Status	CSLB	Registration Start Date	Registration End Date
1000005611	GRIFFITH COMPANY	GRIFFITH COMPANY	Corporation - C corp	DIR Approved	88	2024-07-01	2027-06-30

GRIFFITH COMPANY • Active Registration

Unique Entity ID  
UBEHNGGHK7T1

Your registration was activated on 2024-12-10. It expires on 2025-12-06, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

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**SAN DIEGO OFFICE**

13520 Evening Creek Dr N  
Suite 400  
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[858] 727-3501

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CA Contractors  
License #88

NV Contractors  
License #78889

AZ Contractors  
License #292209



**MEMORANDUM**

**TO:** All Griffith Company Employees  
**FROM:** Griffith Company Board of Directors  
Jaimie R. Angus, CEO  
**DATE:** March 16, 2026  
**SUBJECT:** Election of Company Officers

**Griffith Company Board of Directors is pleased to announce election of the following officers for the 2026 calendar year, effective January 1, 2026:**

Jaimie R. Angus:	Chief Executive Officer
Ryan J. Aukerman:	President
Esteban A. Ruelas:	Vice President Treasurer and Chief Financial Officer Secretary
Megan M. Stone:	Vice President, HR Director, EEO Officer
Lucas J. Walker:	Executive Vice President
Walter E. Weishaar:	Vice President Regional Manager
Barbara A. Newton:	Assistant Secretary
Diann Senn:	Assistant Secretary

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Fax [661] 393-9525

**SAN DIEGO OFFICE**

13520 Evening Creek Dr N  
Suite 400  
San Diego, CA 92128  
[658] 727-3501

**ALTERNATIVE DELIVERY OFFICE**

3020 Saturn Street  
Suites 200 & 201  
Brea, CA 92821

**CONCRETE DIVISION**

12200 Bloomfield Avenue  
Santa Fe Springs, CA 90670  
[562] 929-1128  
Fax [562] 929-7116

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**MEMORANDUM**

TO: All Griffith Company Employees  
FROM: Griffith Company Board of Directors  
Jaimie R. Angus, CEO  
DATE: March 16, 2026  
SUBJECT: Authorized Signers

**Griffith Company Board of Directors is pleased to announce that any one or more of the following positions are appointed as authorized signers and hereby authorized to execute and deliver in the name of and behalf of this Corporation any and all bids, authorizations, contracts, certifications, declarations and releases, including: bid bonds, labor and material bonds, performance bonds and stop notice bonds.**

Martin M. Carpenter, Jr.	Division Manager
Luis Cervantes	Division Manager
Jason R. Dennis	Chief Estimator
Randy Franklin	Director of Risk Management & Safety
Dennis P. Gansen	Division Manager
John E. Gutierrez	Director of Business Development and Project Pursuits
Tehseen Khan	Director of Alternative Delivery Operations
Geoffrey A. Kraemer	General Counsel
Daniel W. Leeper	Regional Manager
Ky McLeod	Chief Estimator
Scott D. Miles	Chief Estimator
Bradly A. Olson	Area Manager
Sadaqat Rana	Division Manager
Herbert J. Somers III	Director of Alternative Delivery
Mac A. Tarrosa	Division Manager
Stephen T. Timm	Assistant Division Manager
Ben T. Walnum	Division Manager

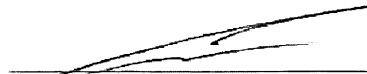



*Griffith Company is an equal opportunity employer and an employee-owned company.*

**BOARD RESOLUTION**  
**ELECTION OF OFFICERS**  
**MARCH 16, 2026**

BE IT RESOLVED, that the Board of Directors of Griffith Company elect the following individuals as the Officers of Griffith Company for the 2026 Calendar Year, effective January 1, 2026:

Jaimie R. Angus:	Chief Executive Officer
Ryan J. Aukerman:	President
Esteban A. Ruelas:	Vice President Treasurer and Chief Financial Officer Secretary
Megan M. Stone:	Vice President, HR Director, EEO Officer
Lucas J. Walker:	Executive Vice President
Walter E. Weishaar:	Vice President Regional Manager
Barbara A. Newton:	Assistant Secretary
Diann Senn:	Assistant Secretary

  
\_\_\_\_\_  
Esteban A. Ruelas  
Secretary

  
\_\_\_\_\_  
Attest: Jaimie R. Angus  
Chairman of the Board

**BOARD RESOLUTION**  
**AUTHORIZED SIGNERS OF THE CORPORATION**  
**MARCH 16, 2026**

BE IT RESOLVED, that any one or more of the Officers of this Corporation are hereby authorized to execute and deliver in the name of this corporation any and all bids, authorizations, contracts, notes, deeds, bonds, stocks, declarations, releases and agreements of any nature or sort whatever.


FURTHER RESOLVED, that any one or more of the following are appointed as authorized signers and hereby authorized to execute and deliver in the name of and behalf of this Corporation any and all bids, authorizations, contracts, certifications, declarations and releases, including: bid bonds, labor and material bonds, performance bonds and stop notice bonds.


Regional Manager, Assistant Regional Manager, Division Manager, Assistant Division Manager,  
Area Manager, Chief Estimator, General Counsel and Director

FURTHER RESOLVED, that any and all persons, firms, corporations, and other entities shall be entitled to rely on the authority of any one or more of the officers or authorized signers named to bind this Corporation by the execution and delivery of any of the documents or papers set forth hereinabove.

FURTHER RESOLVED, that the authority granted hereby shall not be modified or revoked except by a resolution to that effect passed by the Board of Directors of this Corporation.

FURTHER RESOLVED, that any and all authorization heretofore granted by this Corporation to any officers or authorized signers other than those named, to perform acts in the name of and on behalf of this Corporation similar to the acts authorized above, be and they are hereby revoked, rescinded and annulled.

  
\_\_\_\_\_  
Esteban A. Ruelas  
Secretary

  
\_\_\_\_\_  
Attest: Jaimie R. Angus  
Chairman of the Board



## EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

Griffith Company is an equal opportunity (EEO) employer and state contractor. We are committed to providing equal opportunity in all aspects of employment and to providing a work environment free from discrimination and harassment.

Statement of policy In order to provide equal employment opportunities to all qualified persons without regard to race, color, religion, sex, national origin, disability, sexual orientation, gender identity, protected veteran status, or any other protected class status this company agrees to do the following: (1) recruit, hire, train, and promote persons in all job titles, without regard to race, color, religion, sex, national origin, disability, sexual orientation, gender identity, protected veteran status, or any other protected class status (2) base decisions on employment so as to further the principle of equal employment opportunity, (3) ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities, (4) ensure that all personnel actions, including but not limited to compensation, benefits, transfers, lay-offs, return from layoffs, company sponsored training, education, tuition assistance, social and recreational programs, will be administered without regard to race, color, religion, sex, national origin, disability, sexual orientation, gender identity, protected veteran status, or any other protected class status.

Responsibility for the Program Jaimie R. Angus, CEO & Chairman of the Board will personally oversee the program and will appoint Megan Stone as the Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) to carry out the program. The EEO Officer is hereby given full authority to carry out the program and is given the responsibility and authority to ensure we:

1. Maintain and disseminate a written equal employment opportunity policy, which includes discrimination, harassment, and retaliation prevention policy;
2. Take affirmative steps to ensure equal employment opportunity;
3. Includes EEO language in employment advertisements;
4. Notifies labor organizations or our commitments when applicable;
5. Requires subcontractors to comply with the same nondiscrimination obligations.

The EEO Officer will also be responsible for ensuring the following program practices are in effect:

### Dissemination of policy

1. Internal Dissemination of Policy: In order to disseminate the EEO Policy to all members of the company staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, the company will take the following steps:

- (a) Include the policy in the company's policy manual;
- (b) Publicize the policy in company newspapers, magazines, annual reports, and other available media devices;
- (c) Conduct special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's attitude with respect to nondiscrimination obligations;
- (d) Schedule special meetings with all other employees to discuss policy and explain individual employee responsibilities;
- (e) Discuss the policy thoroughly in both employee orientation and management training programs;
- (f) Meet with union officials as appropriate to inform them of the policy, and to request their cooperation;
- (g) Include non-discrimination clauses in any union agreements, and review all contractual provisions to ensure they are non-discriminatory;
- (h) Publish articles in company publications covering EEO programs, progress reports, promotions, etc.,;
- (i) Post policy on the company bulletin boards;
- (j) Maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which Griffith Company employees are assigned to work. Griffith Company shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Griffith Company's obligation to maintain such a working environment, with specific attention to minorities or females working at such sites or in such facilities.

2. External Dissemination of Policy: In order to make the company's Equal Employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, such as schools, employment agencies, labor unions, and college placement offices, the company will take the following action:

- (a) Inform all recruitment sources verbally and in writing of the company policy, stipulating that these sources actively recruit and refer minorities and females for all positions listed;
- (b) Send written notification of the company policies to all subcontractors, vendors, and suppliers with requests for appropriate action on their part.

- (c) Send written notification of the company policies to labor unions when projects are awarded and when labor is requested from the union halls.

### Recruitment

1. When advertising for employees, the company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". The company will insert advertisements in newspapers or other publications having a large circulation among minority and female groups in the area from which the company's workforce would normally be derived.

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

1. Periodic inspections of project sites will be conducted to ensure that working conditions and employee facilities do not allow discriminatory treatment of project site personnel.
2. The company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the company 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.
3. The company will investigate all complaints of alleged discrimination in connection with its obligations under its contracts, will attempt to resolve such complaints, and will take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons.

### Training and Promotion

1. Consistent with its requirements and as permissible under Federal and State regulations, the company will make full use of training programs, such as pre-apprenticeship, apprenticeship, or on-the-job training programs, for the geographical area of contract performance.

Unions: The company will use its best efforts to obtain the cooperation of any unions with which it has collective bargaining relationships to increase minority and female opportunities within the unions, and to effect referrals of minority and female employees by such unions.

1. The company will cooperate with unions, as appropriate, to develop joint training programs aimed at qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may have the opportunity to qualify for higher paying employment.

2. The company will encourage the incorporation of an equal employment opportunity clause into any union agreements stating that such unions will be bound contractually to refer applicants without regard to race, color, religion, sex, national origin, or disability.

3. In the event a union is unable to refer minority and female applicants as requested by the company within the time limit set forth in a union agreement, the company will, through its own recruitment procedures, fill the employment vacancies without regard to race, color, religion, sex, national origin, or disability, making every effort to obtain qualified female employees.

#### Subcontracting

1. The company will use its best effort to assure subcontractor compliance with equal employment opportunity obligations through monitoring and enforcement of "Section 21 - Recourse by Contractor" and "Section 22 - Indemnity Clause for Equal Employment Opportunity Violations" contained in Griffith Company's construction subcontract.

#### Records and Reports

1. The company will keep such records as are necessary to determine compliance with its equal employment opportunity obligations. The records kept by the company will be designed to indicate:

(a) The number of minority, non-minority and female group member employees in each work classification.

2. All such records will 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 governments. The company reserves the right to require these representatives to show proper credentials.

Assistance in Compliance: The company agrees it will assist and cooperate actively with the appropriate governmental agencies and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity Clause and the rules, regulations, and relevant orders of the Secretary of Labor. The company will furnish such information as may be required for the supervision of such compliance.

Non-Segregated Facilities: All employee facilities provided by the company shall be non-segregated. These include, but are not limited to, rest areas, parking lots, drinking fountains, and all other such common facilities. Toilets and necessary changing facilities will offer privacy to both males and females.

Griffith Company will use its best effort to meet the goals set forth in the contract specifications. Complaints of non-compliance and grievances are to be directed to the attention of the company's designated Equal Opportunity Officer:

Megan Stone  
Griffith Company  
3050 E. Birch St.  
Brea, CA 92821  
(714) 984-5500



\_\_\_\_\_  
Jaimie R. Angus, CEO & Chairman of the Board

Griffith Company  
Company Name

March 26, 2026  
Date