

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Pave-Tech Inc.  
3043 Harding Street  
Carlsbad, CA 92008

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

### Mailing Address for Notices

175 Berkeley Street  
Boston, MA 02116

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.

### OWNER:

(Name, legal status and address)

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

**BOND AMOUNT:** \$ Ten Percent (10%) of Amount Bid

### PROJECT:

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

Project No. 10.10.1989, Apple Valley Runway 18/36 and Taxiway Rehabilitation in Apple Valley, CA

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 21st day of April, 2026

(Witness)

Pave-Tech Inc.

(Principal)

(Seal)

By:   
(Title) Rudy C. Zavalloni, President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:   
(Title) Lawrence F. McMahon, Attorney-in-Fact

(Witness) Joel Myers, Witness



**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 San Diego

On 4/21/26 before me, Sarah Myers, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

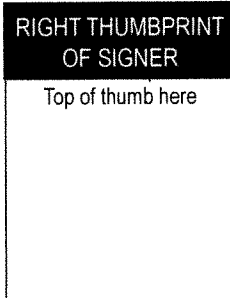
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

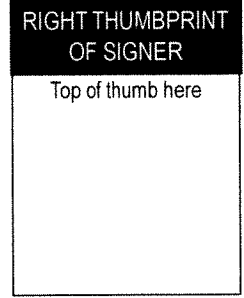
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
Surety Company

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

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- 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: 8213991 - 024019

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, Christopher Conte, Dale G. Harshaw, Geoffrey Shelton, John R. Qualin, Lawrence F. McMahon, Lilia De Loera, Maria Hallmark, Minna Huovila, Natassia Kirk- Smith, Ryan Warnock, Sarah Myers, Tara Bacon

all of the city of San Diego 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 6th day of May, 2025.



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

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of May, 2025 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: [Signature]
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 21st day of April, 2026.



By: [Signature]
Renee C. Llewellyn, 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.

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: Pave-Tech Inc.

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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)	\$ 99,191.00	\$99,191.00
2	1	C-102	LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$ 85,886.00	\$85,886.00
3	1	C-102	LS	DEVELOPMENT AND COMPLIANCE OF SWPPP	\$ 25,461.00	\$25,461.00
4	1	C-105	LS	MOBILIZATION	\$ 347,894.00	\$347,894.00
5	1	6 C-106	LS	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	\$ 68,810.00	\$68,810.00
6	75,800	P-101	SY	COLD MILLING (FULL DEPTH)	\$ 3.32	\$251,656.00
7	13,650	P-101	SY	SAWCUTTING	\$ 0.44	\$6,006.00
8	2,525	P-152	CY	UNCLASSIFIED EXCAVATION	\$ 37.01	\$93,450.25
9	5,030	P-152	CY	OFF-SITE BORROW EXCAVATION	\$ 64.54	\$324,636.20
10	12,630	P-209	CY	CRUSHED AGGREGATE BASE COURSE - 6" THICK	\$ 59.11	\$746,559.30
11	24,230	P-401	TON	ASPHALT SURFACE COURSE, GRADATION 2 - 5" THICK	\$ 149.29	\$3,617,296.70
12	2,275	P-603	GAL	EMULSIFIED ASPHALT TACK COAT	\$ 25.15	\$57,216.25
13	9,940	P-620	SF	OBLITERATE EXISTING MARKINGS	\$ 2.71	\$26,937.40
14	54,150	P-620	SF	INTERIM MARKINGS, WHITE	\$ 1.34	\$72,561.00
15	54,150	P-620	SF	PERMANENT MARKINGS WITH REFLECTIVE BEADS, WHITE	\$ 1.50	\$81,225.00

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 Five Million Nine Hundred Four Thousand Seven Hundred Eighty -Six Dollars and Ten Cents

(\$ 5,904,786.10 )

**ADDITIVE ALTERNATE NO. 1**

<b>Project:</b>			<b>APPLE VALLEY RUNDWAY 18/36 AND TAXIWAY REHABILITATION: Additive Alternate No. 1</b>			
<b>Limits:</b>			<b>County Service Area 60 - Apple Valley Airport</b>			
<b>Item No.</b>	<b>Approx. Quantity</b>	<b>Spec. Section</b>	<b>Meas. Units</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Extended Total</b>
16	1	C-100	LS	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) (2% MAX OF THE ADDITIVE ALTERNATE NO. 1 BID TOTAL)	\$71,658.00	\$ 71,658.00
17	1	C-102	LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$ 96,163.00	\$ 96,163.00
18	1	C-102	LS	DEVELOPMENT AND COMPLIANCE OF SWPPP	\$ 31,826.00	\$ 31,826.00
19	1	C-105	LS	MOBILIZATION	\$ 297,058.00	\$ 297,058.00
20	1	C-106	LS	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	\$ 77,159.00	\$ 77,159.00
21	38,200	P-101	SY	COLD MILLING (FULL DEPTH)	\$ 3.31	\$ 126,442.00
22	13,640	P-101	LF	SAWCUTTING	\$ 0.84	\$ 11,457.60
23	17,730	P-101	SY	PLACEMENT AND COMPACTION OF ASPHALT SHOULDER MILLINGS	\$ 5.32	\$ 94,323.60
24	600	P-152	CY	UNCLASSIFIED EXCAVATION	\$77.71	\$ 46,626.00
25	10,660	P-152	CY	ON-SITE BORROW EXCAVATION	\$27.85	\$ 296,881.00
26	485	P-152	CY	OFF-SITE BORROW EXCAVATION	\$53.48	\$25,937.80
27	7,820	P-209	CY	CRUSHED AGGREGATE BASE COURSE - 6" THICK	\$ 57.13	\$ 446,756.60
28	12,150	P-401	TON	ASPHALT LEVELING COURSE	\$ 155.00	\$ 1,883,250.00

29	1,140	P-603	GAL	EMULSIFIED ASPHALT TACK COAT	\$27.00	\$ 30,780.00
30	13,640	P-605	LF	JOINT SEALANT	\$ 2.53	\$ 34,509.20
31	29,390	P-620	SF	INTERIM MARKINGS, WHITE	\$ 1.34	\$ 39,382.60
32	29,390	P-620	SF	TEMPPERMANENT MARKINGS WITH REFLECTIVE BEADS, WHITE	\$ 1.57	\$ 46,142.30

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  
Three Million Six Hundred Fifty-Six Thousand Three Hundred Fifty-two Dollars and Seventy Cents

(\$ 3,656,352.70 )

ADDITIVE ALTERNATE NO. 2

<b>Project:</b>			<b>APPLE VALLEY RUNDWAY 18/36 AND TAXIWAY REHABILITATION: Additive Alternate No. 2</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
33	1	C-100	LS	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) (2% MAX OF THE ADDITIVE ALTERNATE NO. 2 BID TOTAL)	\$ 59,979.00	\$ 59,979.00
34	1	C-102	LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$ 112,798.00	\$ 112,798.00
35	1	C-105	LS	MOBILIZATION	\$ 258,684.00	\$ 258,684.00
36	1	C-106	LS	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	\$ 107,359.00	\$ 107,359.00
37	28,670	P-101	SY	COLD MILLING (FULL DEPTH)	\$ 4.63	\$ 132,742.10
38	2,725	P-101	LF	SAWCUTTING	\$ 1.80	\$ 4,905.00
39	12,775	P-101	SY	PLACEMENT AND COMPACTION OF ASPHALT SHOULDER MILLINGS	\$ 5.43	\$ 69,368.25

40	9,350	P-152	CY	UNCLASSIFIED EXCAVATION	\$ 38.97	\$ 364,369.50
41	2,985	P-152	SY	PREPARATION OF AREAS FOR OVERLAY	\$ 11.00	\$ 32,835.00
42	4,325	P-209	CY	CRUSHED AGGREGATE BASE COURSE - 6" THICK	\$ 65.18	\$ 281,903.50
43	8,930	P-401	TON	ASPHALT SURFACE COURSE, GRADATION 2 - 5" THICK	\$ 164.15	\$ 1,465,859.50
44	835	P-603	GAL	EMULSIFIED ASPHALT TACK COAT	\$ 40.85	\$ 34,109.75
45	2,725	P-605	LF	JOINT SEALANT	\$ 4.17	\$ 11,363.25
46	450	P-620	SF	OBLITERATE EXISTING MARKINGS	\$ 1.90	\$ 855.00
47	5,720	P-620	SF	INTERIM MARKINGS, YELLOW	\$ 1.64	\$ 9,380.80
48	5,720	P-620	SF	PERMANENT MARKINGS WITH REFLECTIVE BEADS, YELLOW	\$ 1.87	\$ 10,696.40
49	620	D-701	LF	18-INCH DIA. RCP, CLASS IV	\$ 291.74	\$ 180,878.80
50	10	D-701	EACH	18-INCH DIA. RCP END SECTION	\$ 11,140.54	\$ 111,405.40

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  
Three Million Two Hundred Forty-Nine Thousand Four Hundred Ninety-Two Dollars and Twenty-Five Cents

(\$ 3,249,492.25 )

**ADDITIVE ALTERNATE NO. 3**

<b>Project:</b>			<b>APPLE VALLEY RUNDWAY 18/36 AND TAXIWAY REHABILITATION: Additive Alternate No. 3</b>			
<b>Limits:</b>			<b>County Service Area 60 - Apple Valley Airport</b>			
<b>Item No.</b>	<b>Approx. Quantity</b>	<b>Spec. Section</b>	<b>Meas. Units</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Extended Total</b>
51	4,980	P-120	SY	COLD MILLING EXISTING PAVEMENT	\$ 5.64	\$ 28,087.20

52	1,400	P-152	CY	UNCLASSIFIED EXCAVATION	\$ 40.43	\$ 56,602.00
53	1	P-156	LS	COMPLIANCE W/POLLUTION, EROSION & SILTATION CONTROL	\$82,830.00	\$ 82,830.00
54	15	P-156	CY	RIP RAP, NO. 3 ROCK	\$ 317.50	\$ 4,762.50
55	1,500	P-209	CY	CRUSHED AGGREGATE BASE COURSE, 6-INCH THICK	\$ 80.60	\$ 120,900.00
56	1,850	P-401	TON	BITUMINOUS SURFACE COURSE, GRADATION 1, 4-INCH THICK	\$ 179.18	\$ 331,483.00
57	1,100	P-603	GAL	BITUMINOUS TACK COAT	\$ 10.89	\$ 11,979.00
58	245	CAL 90	LF	CONCRETE VALLEY GUTTER	\$ 178.05	\$ 43,622.25
59	1	CAL 40	LS	CROSS GUTTER WITH CUT OFF WALLS	\$ 97,676.00	\$ 97,676.00
60	1	P-620	LS	RUNWAY & TAXIWAY PAINTING	\$ 31,332.00	\$ 31,332.00
61	5	D-701	EA	24" X 24" CATCH BASIN	\$17,784.75	\$ 88,923.75
62	515	D-701	LF	18-INCH DIA. RCP, CLASS IV	\$ 337.63	\$ 173,879.45
63	2	D-701	EA	18-INCH RCP END SECTION	\$ 12,842.54	\$ 25,685.08
64	45	D-701	LF	REMOVAL OF DRAINAGE PIPE	\$ 174.32	\$ 7,844.40
65	250	D-707	LF	WATERLINE AND APPURTENANCES	\$ 537.43	\$ 134,357.50
66	1,750	L-108	LF	NO.8 AWG, 5kV, 1/C AIRFIELD LIGHTING CABLE	\$ 5.91	\$ 10,342.50
67	1,750	L-108	LF	COUNTERPOISE WIRE	\$ 17.41	\$ 30,467.50
68	540	L-110	LF	2-INCH DIA. PVC CONDUIT IN TURF	\$ 46.53	\$ 25,126.20
69	580	L-110	LF	2-INCH DIA. RGS CONDUIT IN PAVEMENT	\$ 58.00	\$ 33,640.00
70	105	L-110	LF	2-WAY DUCT BANK WITH 2" CONDUIT	\$ 71.74	\$ 7,532.70
71	380	L-110	LF	REMOVAL OF EXISTING CONDUIT	\$ 1.15	\$ 437.00
72	9	L-125	EA	MEDIUM INTENSITY TAXIWAY LIGHT, BASE MOUNTED	\$ 4,631.94	\$ 41,687.46
73	13	L-125	EA	MEDIUM INTENSITY TAXIWAY LIGHT, IN PAVEMENT	\$ 6,351.00	\$ 82,563.00
74	5	L-125	EA	REMOVAL OF EXISTING ELEVATED EDGE LIGHT	\$ 632.52	\$ 3,162.60
75	13	L-126	EA	TIEDOWN CONCRETE ANCHORS IN ASPHALT PAVEMENT	\$ 1,295.30	\$ 16,838.90
76	45	F-162	LF	REMOVAL OF EXISTING FENCE	\$ 36.28	\$ 1,632.60
77	1	M-100	LS	MAINTENANCE AND PROTECTION OF TRAFFIC	\$68,247.00	\$ 68,247.00
78	1	M-150	LS	PROJECT SURVEY & STAKEOUT	\$66,413.00	\$ 66,413.00
79	1	M-200	LS	MOBILIZATION	\$156,784.00	\$ 156,784.00

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  
 One Million Seven Hundred Eighty-Four Thousand Eight Hundred Thirty-Eight Dollars and Fifty-Nine Cents

(\$ 1,784,838.59 )

**ADDITIVE ALTERNATE NO. 4**

<b>Project:</b>			<b><i>APPLE VALLEY RUNDWAY 18/36 AND TAXIWAY REHABILITATION: Additive Alternate No. 4</i></b>			
<b>Limits:</b>			<b>County Service Area 60 - Apple Valley Airport</b>			
<b>Item No.</b>	<b>Approx. Quantity</b>	<b>Spec. Section</b>	<b>Meas. Units</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Extended Total</b>
80	1	C-102	LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	\$ 77,355.00	\$ 77,355.00
81	1	C-105	LS	MOBILIZATION	\$ 204,956.00	\$ 204,956.00
82	1	C-106	LS	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	\$ 85,733.00	\$ 85,733.00
83	1,800	P-152	CY	UNCLASSIFIED EXCAVATION	\$ 58.31	\$ 104,958.00
84	1	L-107	EACH	RELOCATE SUPPLEMENTAL WIND CONE AND INSTALL NEW FOUNDATION	\$ 11,788.00	\$ 11,788.00
85	15,460	L-108	LF	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN CONDUIT	\$ 5.77	\$ 89,204.20
86	12,900	L-108	LF	NO. 4 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE INSTALLED ABOVE THE DIRECT BURIED WIRE, DUCT BANK OR CONDUIT	\$ 17.27	\$ 222,783.00
87	500	L-110	LF	CONCRETE ENCASED ELECTRICAL DUCT BANK, 4 WAY - 4 INCH PVC CONDUIT, IN PAVEMENT	\$ 184.58	\$ 92,290.00
88	12,915	L-110	LF	NON-ENCASED ELECTRICAL CONDUIT, 1 WAY - 2 INCH PVC CONDUIT	\$ 34.52	\$ 445,825.80
89	13,300	L-110	LF	REMOVAL OF EXISTING PVC CONDUIT AND CABLES	\$ 1.17	\$ 15,561.00
90	435	L-110	LF	REMOVAL OF EXISTING CONCRETE DUCT BANK	\$ 12.58	\$ 5,472.30
91	13	L-115	EACH	ELECTRICAL PULLBOX	\$ 18,400.00	\$ 239,200.00
92	11	L-115	EACH	REMOVAL OF EXISTING ELECTRICAL MANHOLE	\$ 2,416.12	\$ 26,577.32

93	133	L-125	EACH	MEDIUM INTENSITY LED TAXIWAY EDGE LIGHT, BASE MOUNTED	\$ 4,600.00	\$ 611,800.00
94	17	L-125	EACH	MEDIUM INTENSITY INCANDESCENT TAXIWAY EDGE LIGHT, BASE MOUNTED	\$ 4,617.91	\$ 78,504.47
95	15	L-125	EACH	MEDIUM INTENSITY LED RUNWAY EDGE LIGHT, BASE MOUNTED	\$ 5,194.17	\$ 77,912.55
96	16	L-125	EACH	TAXIWAY GUIDANCE SIGN, 3 CHARACTER	\$ 9,217.97	\$ 147,487.52
97	7	L-125	EACH	TAXIWAY GUIDANCE SIGN, 6 CHARACTER	\$ 10,391.07	\$ 72,737.49
98	76	L-125	EACH	MODIFY EXISTING ELEVATED EDGE LIGHT	\$ 1,736.35	\$ 131,962.60
99	19	L-125	EACH	REMOVAL OF EXISTING GUIDANCE SIGN AND FOUNDATION	\$ 605.26	\$ 11,499.94
100	138	L-125	EACH	REMOVAL OF EXISTING ELEVATED EDGE LIGHT AND FOUNDATION	\$ 234.17	\$ 32,315.46

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  
Two Million Seven Hundred Eighty-Five Thousand Nine Hundred Twenty-Three Dollars and Sixty-Five Cents

(\$ 2,785,923.65 )

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, Ten Percent of Amount of Bid Dollars (\$ 10%), 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.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Pave-Tech Inc.  
3043 Harding Street  
Carlsbad, CA 92008

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

### Mailing Address for Notices

175 Berkeley Street  
Boston, MA 02116

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:** \$ Ten Percent (10%) of Amount Bid

### PROJECT:

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

Project No. 10.10.1989, Apple Valley Runway 18/36 and Taxiway Rehabilitation in Apple Valley, CA

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 21st day of April, 2026

(Witness)

Pave-Tech Inc.

(Principal)

(Seal)

By:

Rudy C. Zavalani  
(Title) Rudy C. Zavalani, President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

Lawrence F. McMahon, Attorney-in-Fact

(Witness)

Joel Myers, Witness



**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 San Diego

On 4/21/26 before me, Sarah Myers, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon  
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(~~s~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer is Representing:  
Surety Company

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

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

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



# POWER OF ATTORNEY

Certificate No: 8213991 - 024019

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

**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, Christopher Conte, Dale G. Harshaw, Geoffrey Shelton, John R. Qualin, Lawrence F. McMahon, Lilia De Loera, Maria Hallmark, Minna Huovila, Natassia Kirk- Smith, Ryan Warnock, Sarah Myers, Tara Bacon

all of the city of San Diego 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 6th day of May, 2025 .



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 6th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 21st day of April, 2026 .



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.

## 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 Contractor's 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:** Pave-Tech Inc.

<b>Subcontractor's Name</b>	<b>Portion of Work Performed</b>	<b>Location of Businesses</b>	<b>CA Contractor's License</b>	<b>DIR Registration No.</b>	<b>CARB Certificate of Compliance No.</b>
Cal Stripe, Inc.	Pavement Markings	2040 E Steel Rd, Colton, CA 92324	685387	1000001100	5800
Calmex Engineering, Inc.	Placement of Asphalt	2750 S Lilac Ave, Bloomington, CA 92316	685954	1000005380	9514
Pavement Recycling Systems, Inc.	Cold Milling & Unclassified Excavation	10240 San Sevaive Way, Jurupa Valley, CA 91752	569352	1000003363	1633
Pavement Coatings Co.	Emulsified Asphalt Tack Coat	10240 San Sevaive Way, Jurupa Valley, CA 91752	303609	1000003382	1633

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: Pave-Tech Inc.

<b>Subcontractor's Name</b>	<b>Portion of Work Performed</b>	<b>Location of Businesses</b>	<b>CA Contractor's License</b>	<b>DIR Registration No.</b>	<b>CARB Certificate of Compliance No.</b>
Dirty Deedz	Trucking	3701 W Santa Rosalia Dr #1004, Los Angeles, CA 90008	Non-Applicable	1000434388	Non-Applicable
G3 Quality, Inc.	Testing	13850 Cerritos Corporate Dr Ste E, Cerritos, CA 90703	Non-Applicable	1000005181	Non-Applicable

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ADDENDA

This bid includes Addendum No. 1 dated 04/12/2026  
 Addendum No. 2 dated 04/24/2026  
 Addendum No. 3 dated 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





GENERAL ENGINEERING CONTRACTOR  
CA License #720394 - HI License #30800  
3043 Harding Street  
Carlsbad, CA 92008  
(760) 637-5080 Phone (760) 637-5082 Fax  
Email : [mainoffice@pave-tech.com](mailto:mainoffice@pave-tech.com)

April 28, 2026

RE: Corporate Authorization

To Whom it May Concern:

This letter is to confirm that Rudy C. Zavalani, President, Secretary, Treasurer and Manager Thereof of Pave-Tech Inc., is authorized to sign any and all documents on behalf of the corporation per the attached Unanimous Consent of the Board of Directors.

Pave-Tech Inc.

  
Rudy C. Zavalani  
President

**ACTION BY UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF PAVE-TECH. INC.**

The undersigned, as directors of Pave-Tech Inc., a California corporation (“Corporation”), hereby consent to the actions referred to in this Action By Unanimous Written Consent Of The Board Of Directors Of Pave-Tech Inc. (“**Written Consent**”), as follows:

On or about July 28, 2014, the Corporation and its directors entered into a series of agreements including, but not limited to, the following:

1. Stock And Participation Buyout Agreement (“**Buyout Agreement**”); and
2. Services Agreement (“**Services Agreement**”).

The Buyout Agreement and the Services Agreement shall sometimes be referred to hereinafter as the “**Agreements**”.

As a result of the Agreements, Sean McNanie sold his shares in the Corporation to Rudy C. Zavalani, and he also resigned as a director and officer of the Company, effective as of July 28, 2014. As a result of his resignation, the two remaining directors of the Corporation are Rudy C. Zavalani and Larry Keepers. Those directors hereby consent to the following actions of the Board of Directors of the Corporation, in lieu of a meeting, as follows:

**BE IT RESOLVED**, that the following persons are elected to the offices indicated next to their names:

Chairman of the Board:	Rudy C. Zavalani
Chief Executive Officer:	Rudy C. Zavalani
President:	Rudy C. Zavalani
Secretary:	Rudy C. Zavalani
Chief Financial Officer:	Rudy C. Zavalani

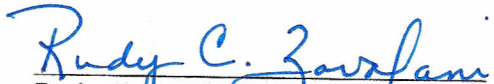
**RESOLVED, FURTHER**, that all of the actions taken for, or on behalf of, or in the name of, the Corporation from January 22, 2013, until the present date by its officers and/or directors are hereby ratified and approved.

**RESOLVED, FURTHER**, that each of the officers of the Corporation is authorized and directed to execute such documents and take such other action as such officer deems necessary or desirable to effect such resolutions.

**RESOLVED, FURTHER**, that this Written Consent may be executed in any number of counterparts, all of which taken together will constitute a single instrument, and that a fax transmission or other computer-generated image of a signature (e.g., an image in portable

document format, or pdf) will have the same force and effect as the original, manually-affixed signature.

Dated: July 31, 2014

  
Rudy C. Zavalani, Director

  
Larry Keepers, Director

4847-6131-5868, v. 1

## NONCOLLUSION DECLARATION

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

The undersigned declares:

I am the President of Pave-Tech Inc., 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 April 28, 2026 [date], at Carlsbad [city], California [state].

Signed: Rudy C. Zavalani

Title: Rudy C. Zavalani/President

**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: Pave-Tech Inc.

Signature: 

Title: President

Print Name: Rudy C. Zavalani

Date: 04/28/2026



California Environmental Protection Agency  
**Air Resources Board**

January 1, 2026

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

is issued to

**PAVE-TECH INC.**

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

**5328**

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)

California Environmental Protection Agency  
**Air Resources Board**

January 1, 2026

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

is issued to

**CAL STRIPE INC.**

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

**5800**

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)



California Environmental Protection Agency  
**Air Resources Board**

January 1, 2026

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

is issued to

**CALMEX ENGINEERING, INC.**

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**

*Michella Buffington*

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

Off-road Diesel Fleet Identification

**9514**

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)

California Environmental Protection Agency  
**Air Resources Board**

**January 1, 2026**

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

is issued to

**PAVEMENT RECYCLING SYSTEMS**

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

**1633**

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 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.

04/28/2026

Date

Pave-Tech Inc.

Company Name



Signature

Rudy C. Zavalani/President

Title

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

(acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (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 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 FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To 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 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 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 the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents 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 at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**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) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;

- 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 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.

04/28/2026

Date

Pave-Tech Inc.

Company Name



Signature

Rudy C. Zavalani/President

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.

04/28/2026

Date

Pave-Tech Inc.

Company Name



Signature

Rudy C. Zavalani/President

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.

04/28/2026

Date

Pave-Tech Inc.

Company Name



Signature

Rudy C. Zavalani/President

Title

## DAVIS-BACON REQUIREMENTS

### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour

Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

### 3. Payrolls and Basic Records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

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

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

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

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

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any

worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

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

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).