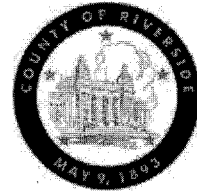


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.13
(ID # 9737)

MEETING DATE:

Tuesday, May 21, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

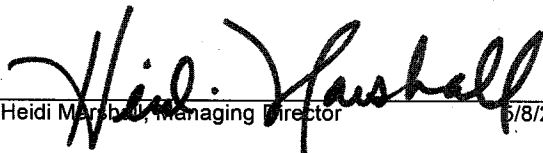
SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): French Valley Airport – Runway 18-36, Taxiway A and Connector Taxiway Pavement Rehabilitation Project, District 3 [\$2,677,285], Federal Aviation Administration Airport Improvement Grant funds 90%, Airport Budget Fund (22350) 10%. (Clerk to Advertise, Clerk of the Board to file the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Find that the French Valley Airport Runway 18-36, Taxiway A and Connector Taxiway Pavements Rehabilitation Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption; Section 15302 Replacement or Reconstruction; and Section 15061 (b)(3) "Common Sense" Exemption; and
- 2) Approve the plans and specifications for the construction of the French Valley Airport Runway 18-36, Taxiway A and Connector Taxiway Pavements Rehabilitation Project; and
- 3) Authorize the Clerk of the Board to Advertise for bids to be received by the Office of the Clerk of the Board of Supervisors for the County of Riverside, located at 4080 Lemon Street 1st Floor, Riverside, California 92501. All bids must be received up to the hour of 11:00 am, Thursday June 20, 2019 at which time the bids will be opened; and

Continued on page 2


ACTION: Clerk to Advertise, Policy


Heidi Marshall, Managing Director 5/8/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 21, 2019
xc: EDA, Recorder, COB

Kecia Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

- 4) Upon completion of the bid process, authorize the Assistant County Executive Officer/ECD or designee to determine the award of the project and authorize the Chairman of the Board of Supervisors to execute the agreement with the lowest responsive and responsible bidder in accordance with Board Policy B-11; and
- 5) Delegate change order authority to the Assistant County Executive Officer/ECD or designee in accordance with Board Policy B-11.
- 6) The Clerk of the Board to file the Notice of Exemption for CEQA (California Environmental Quality Act).

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,677,285	\$ 0	\$ 2,677,285	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Grant Funds 90%, Aviation Budget Fund (22350) 10%			Budget Adjustment: No	
			For Fiscal Year: 2019/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 27, 2014, the Board of Supervisors approved the five-year design and engineering services agreement with Mead & Hunt, Inc. for architectural engineering services for the design, construction administration, construction inspection of projects, planning and environmental services for the County's five airports. The design services for the French Valley Airport Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation Project (Project) are complete and staff request approval of the Project, and request authorization to solicit bids for construction of the Project.

The purpose of this Project is to rehabilitate French Valley Airport Runway 18-36, Taxiway A, and Connector Taxiway Pavement. The Project includes demolition and removal of existing asphalt pavement, surface treatments, crack repair, slurry seal, construction of paving section, and pavement markings for a total anticipated cost of \$2,677,285. This will be a federally funded construction project.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

The proposed Project is categorically exempt from the provisions of CEQA (California Environmental Quality Act) according to the State CEQA Guidelines Section 15300.2. The Project will not cause any impact to an environmental resource of hazardous or critical concern nor would the Project include unusual circumstances which would have a potentially significant effect on the environment. The Project is limited to the replacement of existing transportation related infrastructure at an existing airport.

The Project documents have been reviewed and approved by the Federal Aviation Administration (FAA) and are consistent with current guidelines for General Aviation facilities. County Counsel has reviewed and approved the plans and specifications as to legal form.

Impact on Citizens and Businesses

The rehabilitation of the French Valley Airport Runway 18-36, Taxiway A and Connector Taxiway will improve the infrastructure and safety on the Airport.

SUPPLEMENTAL:

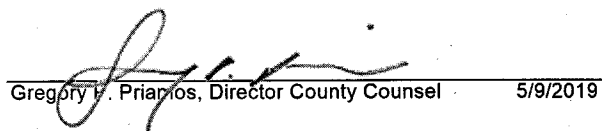
Additional Fiscal Information

The Project will be financed using the Federal Aviation Administration Airport Improvement Grant Funds 90% and the Aviation Budget Fund (22350) 10%. There will be no impact to the County's general fund.

ATTACHMENTS:

- Contract Documents and Specifications
- Notice of Exemption


Reshmi Baswa, Principal Management Analyst 5/13/2019


Gregory F. Priamos, Director County Counsel 5/9/2019



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

May 16, 2019

THE PRESS ENTERPRISE
ATTN: LEGALS
PO BOX 792
RIVERSIDE, CA 92501

TEL: (951) 368-9225
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: FRENCH VALLEY RUNWAY

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

WEDNESDAY – MAY 22, 2019
WEDNESDAY – MAY 29, 2019

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Karen Barton

Board Assistant to:
KECIA R. HARPER, CLERK OF THE BOARD

3.13 5/21/19

NOTICE INVITING BIDS

French Valley Airport

Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation

FAA AIP No. 3-06-0338-030-2019

PUBLIC NOTICE: Sealed proposals for the French Valley Airport Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation will be received at the offices of the Clerk of the Board of Supervisors for the County of Riverside, 4080 Lemon Street, First Floor, Riverside California 92501 until **11:00 a.m. PST on June 20, 2019**, and then will be publicly opened and read.

DESCRIPTION OF WORK:

1. BASE BID

This work consists of the following Base Bid work for Runway 18-36 and Connector Taxiways:

- Demolition and removal of existing asphalt pavement
- Pavement marking removal
- Construction of paving section
- Pavement marking

2. BID ALTERNATE

This work consists of the following Alternate work for Taxiway A and Connector Taxiways:

- Pavement marking removal and surface preparation
- Asphalt pavement patching and crack-sealing
- Application of seal-coat
- Pavement Marking

The award of project will be based on the lowest responsive Base Bid submitted.

3. ENGINEER'S COST ESTIMATE

Base Bid: \$2,127,009.63; Bid Alternate 1: \$285,876.50; Total if both are awarded: **\$2,412,886.13**

BID DOCUMENTS: Complete digital Project Bidding Documents (Plans, Specifications, and Bid Documents) are available online from Quest Construction Data Network (Quest CON) at www.questcdn.com. Interested parties may download the digital documents for twenty dollars (\$20.00) by inputting **Quest Project #6173070** on the Project Search page. Those downloading the bidding documents electronically do so at their own risk for completeness of documents. Please contact Quest CON at (952)233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Note: Make sure to provide your correct email address when setting up account with Quest, as all information (i.e. addenda, correspondence, etc.) will be issued by Quest to email address provided. Also make sure QuestCDN.com is not blocked in your system; important information may end up in 'junk' folder.

PROJECT INFORMATION:

General and technical information can be obtained from the offices of Mead & Hunt, Inc. Ontario Office located at: 3110 E. Guasti Road, Suite 330, Ontario California, 909-467-8552. Contact: Scott Swonke, Project Manager / Engineer; email Scott.Swonke@meadhunt.com.

Bidders may request information, a clarification or interpretation of any aspect of the Bid Documents. **These requests (Request for Information (RFIs)) must be received no later than the RFI deadline: June 6, 2019 at 5:00 p.m.**

Any interpretation, correction, or answers to submitted questions regarding the Bid Documents will be made only by Addendum and will be uploaded to QuestCDN.com. A notice will be generated to all plan holders who have purchased bid documents. It is the bidder's responsibility to download the Addenda from QuestCDN.com. Inquiries received after the above-stated time will not be answered.

BIDDER / CONTRACTOR REQUIREMENTS:

1. **Contractor's License.** Each Bidder must have a Class "A" California Contractor's License as required under provisions of the California Business and Professions Code. Any specialty sub-contractors performing work on this job must be properly licensed to perform the proposed work.
2. **Registered.** Per Public Works Contractor Registration Law [SB 854], Contractors and Subcontractors who intend to bid or perform work on this Project must be registered with the Department of Industrial Relations. (Information is available at <http://www.dir.ca.gov/Public-Works/Contractors.htm>).
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
3. **Federal Aviation Administration.** This project is funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractor(s) will be required to comply with specific federal contract provisions as listed herein and contained in the Bid Documents.

(a) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

Timetables

Goals for minority participation for each trade: 19.0%
Goals for female participation in each trade: 6.9%

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

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

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

- 1) As used in this notice and in the contract resulting from this solicitation, the "covered area" is City of Murrieta, County of Riverside, State of California.

(b) CIVIL RIGHTS-TITLE VI ASSURANCE

The RIVERSIDE COUNTY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(c) DISADVANTAGE BUSINESS ENTERPRISE (DBE)

A DBE Goal of 12.5% has been established for this contract.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 (See Proposal Forms of the Contract Documents for more information).

(d) FEDERAL PROVISIONS

The following provisions are incorporated herein by reference with the same force and effect as if given in full text:

- 1) Buy American Preference (Reference: 49 USC § 50101)
- 2) Trade Restriction Certification (Reference: 49 USC § 50104; 49 CFR part 30)

- 3) Davis Bacon Act (Reference: 2 CFR § 200, Appendix II(D); 29 CFR Part 5)
- 4) Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C); 2 CFR part 1200; and DOT Order 4200.5)
- 5) Lobbying and Influencing Federal Employees (Reference: 31 USC § 1352-Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); and 49 CFR part 20, Appendix A)
- 6) Procurement of Recovered Materials (Reference: 2 CFR § 200.322; 40 CFR part 247; and Solid Waste Disposal Act)
- 7) Government-wide Requirements for Drug-free Workplace (Reference: 28 CFR 83.635)
- 8) Certification of Nonsegregated Facilities (41 CFR Part 60-1.8)
- 9) Veteran's Preference (49 USC Section 47112(c))
- 10) Distracted Driving (Texting when Driving) (Executive Order 13513/ DOT Order 3902.10)

(See Federal Provisions of the Contract Bid Documents for further details.)

Successful Bidder/Contractor will be required to insert applicable federal contract provisions in all subcontracts and shall be responsible for compliance by subcontractor(s).

4. **Prevailing Wages and Payroll Records.** Contractor will be required to pay employees and keep records in accordance with the Davis Bacon Act (29 CFR Part 5) and/or the Federal Fair Labor Standards Act (29 CFR part 201).
5. **List of Subcontractors.** The prime contractor must provide a list of subcontractors with his bid on the form provided in the Proposal forms (see Instructions to Bidders for further information).

BID SUBMISSION: Each bid shall be in accordance with the Plans and Specifications and other Contract Documents now on file with County of Riverside at the address below, for review only.

Each bidder must complete, sign, and furnish with his bid all forms and certifications contained in the Proposal Forms section of the Bid Documents. All proposals sent by mail must be posted so as to be in the hands of the County of Riverside by the hour and date set forth above for the bid opening. All proposals shall be addressed to:

**Clerk of the Board of Supervisors for the County of Riverside,
4080 Lemon Street, First Floor, Riverside, California 92501 and marked:**

**French Valley Airport
Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation Bid**

Each bid/proposal must be accompanied by a certified check, cashier's check, or bid bond in an amount not less ten percent (10%) of the amount bid. The successful bidder shall be required to submit at the time of execution of the Contract a Performance Bond and a Payment Bond (Labor and Material), each for 100% of the Contract price.

The County shall have the right to reject any bids presented in accordance with Section 20150.9 of the California Public Contracts Code.

PRE-BID MEETING. A Non-Mandatory Pre-Bid Meeting has been scheduled for **May 31, 2019, at 11:00 a.m.** in the Airport Conference Room at 37600 Sky Canyon Drive, Murrieta, CA. All Bidders are HIGHLY ENCOURAGED to attend this meeting.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1063, at least 72 hours prior to the hearing.

Dated: May 22, 2019

Kecia R. Harper, Clerk of the Board
By: Karen Barton, Board Assistant



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

NOTICE OF EXEMPTION

5/28/19
Date

VB
Initial

April 16, 2019

Project Name: French Valley Airport Runway 18-36, Taxiway A and Connector Taxiway Pavement Rehabilitation

Project Number: ED1910012

Project Location: 37600 Sky Canyon Drive, east of State Route 79, Assessor's Parcel Number (APN) 963-030-010, Murrieta, Riverside County, California, 92563

Description of Project: On August 27, 2014 the County of Riverside (County) approved the five-year design and engineering services agreement with Mead & Hunt, Inc. for architectural engineering services for the design, construction administration, construction inspection of projects, planning and environmental services for the County's five airports. The design services for the French Valley Airport Runway 18/36, Taxiway A and Connector Taxiway Pavement Rehabilitation Project (project) are now complete and staff request approval to solicit bids for construction of the project. The purpose of the project is to rehabilitate the French Valley Airport Runway 18/36 pavement, and the adjoining taxiway pavement areas. The construction project includes slurry seal, pavement repair, and pavement markings. The project documents have been reviewed and approved by the Federal Aviation Administration (FAA) and are consistent with current guidelines for General Aviation facilities. The rehabilitation of the Runway, Taxiway and Connector Taxiway will improve the infrastructure and safety on the Airport. The FAA will act as the lead agency under the National Environmental Protection Act (NEPA), which will undergo a separate environmental review process under NEPA and FAA requirements. The improvements and reconstruction of Runway 18/36, Taxiway A and Connector Taxiway Pavements is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

Exempt Status: Section 15301 Existing Facilities Exemption, Section 15302 Replacement or Reconstruction Exemption, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5 Sections 15061.

MAY 21 2019 3.13

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8914 • F: 951.955.6686

www.riverceda.org

Administration
Aviation
Business Intelligence
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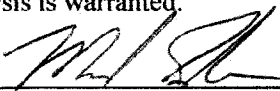
Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which would have a potentially significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. The project is limited to the replacement of existing transportation related infrastructure at an existing airport. . No significant environmental impacts are anticipated to occur with the French Valley Airport Runway 18/36, Taxiway A and Connector Taxiway Pavement Rehabilitation project.

- **Section 15301 –Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is a replacement and rehabilitation of existing transportation infrastructure at an existing airport. The new runway and adjoining taxiway pavement areas encompasses improvements that will have the same purpose and substantially similar capacity, would be within the existing transportation infrastructure footprint, and would be consistent with the existing land use. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15302 –Replacement or Reconstruction:** This Class 2 categorical exemption consists of the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. Under (c), replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. The project, as proposed, is the replacement of an existing runway and adjoining taxiways with new infrastructure in the same location with similar size and capacity. The improvements are part of an existing facility that provides transportation services. The replacement would have the same purpose as the existing transportation infrastructure and is being implemented to maintain an appropriate level of safety and operational efficiency. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15302, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed new transportation infrastructure at the existing airport will not result in any direct or indirect physical environmental impacts. The replacement and new runway and taxiway infrastructure would not increase the capacity of the site and would be installed to continue the safety and security of the existing transportation services at an existing County-owned facility. The use and operation of the runway and taxiways will be substantially similar to the existing use and will not create any new environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 4/16/19

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: French Valley Airport Runway 18-36, Taxiway A and Connector Taxiway Pavement Rehabilitation

Accounting String: 537080-22100-1910700000- ED1910012

DATE: April 16, 2019

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Maggie Rofaeil, Aviation Division, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: April 16, 2019

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # ED1910012**
French Valley Airport Runway 18-36, Taxiway A and Connector Taxiway Pavement Rehabilitation

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file



CALL (951) 368-9222
EMAIL legal@pe.com

THE PRESS-ENTERPRISE

DATE	ORDER NUMBER	PO Number	PRODUCT	SIZE	Amount
5/22/19	0011272151		PE Riverside	4 x 294 Li	1,528.80
5/29/19	0011272151		PE Riverside	4 x 294 Li	1,411.20

Invoice text: French Valley Runway

EDA
3.13 5/21/19

Placed by: Karen Lynn Barton

Legal Advertising Memo Invoice

BALANCE DUE

2,940.00

SALES/CONTACT INFORMATION		ADVERTISER INFORMATION		
BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME	
Nick Eller 951-368-9229	05/29/2019	5209148	5209148	BOARD OF SUPERVISORS



THE PRESS-ENTERPRISE

Legal Advertising Memo Invoice

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

ADVERTISER/CLIENT NAME		
BOARD OF SUPERVISORS		
BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
05/29/2019	5209148	5209148
BALANCE DUE	ORDER NUMBER	TERMS OF PAYMENT
2,940.00	0011272151	DUE UPON RECEIPT

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
'PO BOX 1147'
RIVERSIDE, CA 92502

CALIFORNIA NEWSPAPER PARTNERSHIP
dba The Press-Enterprise
PO Box 65210
Colorado Springs, CO 80962-5210

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: French Valley Runway /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

05/22, 05/29/2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: May 29, 2019
At: Riverside, California


Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011272151-01

P.O. Number:

Ad Copy:

NOTICE INVITING BIDS

**French Valley Airport
Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation**

FAA AIP No. 3-06-0338-030-2019

PUBLIC NOTICE: Sealed proposals for the French Valley Airport Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation will be received at the offices of the Clerk of the Board of Supervisors for the County of Riverside, 4080 Lemon Street, First Floor, Riverside California 92501 until 11:00 a.m. PST on June 20, 2019, and then will be publicly opened and read.

DESCRIPTION OF WORK:

- 1. BASE BID**
This work consists of the following Base Bid work for Runway 18-36 and Connector Taxiways:
 - Demolition and removal of existing asphalt pavement
 - Pavement marking removal
 - Construction of paving section
 - Pavement marking
- 2. BID ALTERNATE**
This work consists of the following Alternate work for Taxiway A and Connector Taxiways:
 - Pavement marking removal and surface preparation
 - Asphalt pavement patching and crack-sealing
 - Application of seal-coat
 - Pavement Marking

The award of project will be based on the lowest responsive Base Bid submitted.

3. ENGINEER'S COST ESTIMATE

Base Bid: \$2,127,009.63; Bid Alternate 1: \$285,876.50; Total if both are awarded: **\$2,412,886.13**

BID DOCUMENTS: Complete digital Project Bidding Documents (Plans, Specifications, and Bid Documents) are available online from Quest Construction Data Network (Quest CON) at www.questcdn.com. Interested parties may download the digital documents for twenty dollars (\$20.00) by inputting **Quest Project #6173070** on the Project Search page. Those downloading the bidding documents electronically do so at their own risk for completeness of documents. Please contact Quest CON at (952)233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Note: Make sure to provide your correct email address when setting up account with Quest, as all information (i.e. addenda, correspondence, etc.) will be issued by Quest to email address provided. Also make sure QuestCDN.com is not blocked in your system; important information may end up in 'junk' folder.

PROJECT INFORMATION:

General and technical information can be obtained from the offices of Mead & Hunt, Inc. Ontario Office located at: 3110 E. Guasti Road, Suite 330, Ontario California, 909-467-8552. Contact: Scott Swonke, Project Manager / Engineer; email: Scott.Swonke@meadhunt.com.

Bidders may request information, a clarification or interpretation of any aspect of the Bid Documents. **These requests (Request for Information (RFIs)) must be received no later than the RFI deadline: June 6, 2019 at 5:00 p.m.**

Any interpretation, correction, or answers to submitted questions regarding the Bid Documents will be made only by Addendum and will be uploaded to QuestCDN.com. A notice will be generated to all plan holders who have purchased bid documents. It is the bidder's responsibility to download the Addenda from QuestCDN.com. Inquiries received after the above-stated time will not be answered.

BIDDER / CONTRACTOR REQUIREMENTS:

- 1. Contractor's License.** Each Bidder must have a Class 'A' California Contractor's License as required under provisions of the California Business and Professions Code. Any specialty sub-contractors performing work on this job must be properly licensed to perform the proposed work.
- 2. Registered.** Per Public Works Contractor Registration Law (SB 854), Contractors and Subcontractors who intend to bid or perform work on this Project must be registered with the Department of Industrial Relations. (Information is available at <http://www.dir.ca.gov/Public-Works/Contractors.html>).
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 3. Federal Aviation Administration.** This project is funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractor(s) will be required to comply with specific federal contract provisions as listed herein and contained in the Bid Documents.

(a) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

Timetables
Goals for minority participation for each trade: 19.0%
Goals for female participation in each trade: 6.9%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause,

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

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

1) As used in this notice and in the contract resulting from this solicitation, the "covered area" is City of Murrieta, County of Riverside, State of California.

(b) CIVIL RIGHTS- TITLE VI ASSURANCE

The RIVERSIDE COUNTY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

(c) DISADVANTAGE BUSINESS ENTERPRISE (DBE)

A DBE Goal of 12.5% has been established for this contract.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 (See Proposal Forms of the Contract Documents for more information).

(d) FEDERAL PROVISIONS

The following provisions are incorporated herein by reference with the same force and effect as if given in full text:

- 1) Buy American Preference (Reference: 49 USC § 50101)
- 2) Trade Restriction Certification (Reference: 49 USC § 50104; 49 CFR part 30)
- 3) Davis Bacon Act (Reference: 2 CFR § 200, Appendix 11(D); 29 CFR Part 5)
- 4) Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C); 2 CFR part 1200; and DOT Order 4200.5)
- 5) Lobbying and Influencing Federal Employees (Reference: 31 USC § 1352- Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix 11(J); and 49 CFR part 20, Appendix A)
- 6) Procurement of Recovered Materials (Reference: 2 CFR § 200.322; 40 CFR part 247; and Solid Waste Disposal Act)
- 7) Government-wide Requirements for Drug-free Workplace (Reference: 28 CFR 83.635)
- 8) Certification of Nonsegregated Facilities (41 CFR Part 60-1.8)
- 9) Veterans Preference (49 USC Section 47112(c))
- 10) Distracted Driving (Texting when Driving) (Executive Order 13513/ DOT Order 3902.10)

(See Federal Provisions of the Contract Bid Documents for further details.)

Successful Bidder/Contractor will be required to insert applicable federal contract provisions in all subcontracts and shall be responsible for compliance by subcontractor(s).

4. **Prevailing Wages and Payroll Records.** Contractor will be required to pay employees and keep records in accordance with the Davis Bacon Act (29 CFR part 5) and/or the Federal Fair Labor Standards Act (29 CFR part 201).

5. **List of Subcontractors.** The prime contractor must provide a list of subcontractors with his bid on the form provided in the Proposal forms (see Instructions to Bidders for further information).

BID SUBMISSION: Each bid shall be in accordance with the Plans and Specifications and other Contract Documents now on file with County of Riverside at the address below, for review only.

Each bidder must complete, sign, and furnish with his bid all forms and certifications contained in the Proposal Forms section of the Bid Documents. All proposals sent by mail must be posted so as to be in the hands of the County of Riverside by the hour and date set forth above for the bid opening. All proposals shall be addressed to:

**Clerk of the Board of Supervisors for the County of Riverside,
4080 Lemon Street, First Floor, Riverside, California 92501 and marked:**

**French Valley Airport
Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation Bid**

Each bid/proposal must be accompanied by a certified check, cashier's check, or bid bond in an amount not less than ten percent (10%) of the amount bid. The successful bidder shall be required to submit at the time of execution of the Contract a Performance Bond and a Payment Bond (Labor and Material), each for 100% of the Contract price.

The County shall have the right to reject any bids presented in accordance with Section 20150.9 of the California Public Contracts Code.

PRE-BID MEETING. A Non-Mandatory Pre-Bid Meeting has been scheduled for **May 31, 2019, at 11:00 a.m.** in the Airport Conference Room at 37600 Sky Canyon Drive, Murrieta, CA. All Bidders are **HIGHLY ENCOURAGED** to attend this meeting.

**CONTRACT AGREEMENT
FRENCH VALLEY AIRPORT
RUNWAY 18/36, TAXIWAY A AND
CONNECTOR TAXIWAY PAVEMENT REHABILITATION**

THIS AGREEMENT, made and entered into this 13th day of Dec 20 19, by and between the County of Riverside of the State of California, hereinafter called "OWNER" and All American Asphalt., hereinafter called "CONTRACTOR".

WITNESSETH

WHEREAS the CONTRACTOR secured bids for airport improvements known as: French Valley Airport Runway 18-36, Taxiway A and Connector Taxiway Pavements Rehabilitation and;

WHEREAS the CONTRACTOR submitted a proposal for said improvements which is attached hereto and made a part hereof, said proposal having been regularly and duly accepted by minute order of the County of Riverside on the 21st day of May, 2019, all in full compliance with the Contract Documents:

Now, THEREFORE, in consideration of the Mutual Covenants, herein contained, the parties hereto mutually covenant agree to abide as follows:

SCOPE OF WORK

The CONTRACTOR agrees to furnish all labor, materials, tools, and equipment required to perform and complete in good workmanship like manner the work as called for, in the manner designated in and in strict conformance with the Contract Documents and Specifications for the Construction of Improvements at French Valley Airport. Said scope of work shall include: Demolition and removal of existing asphalt pavement, pavement marking removal and surface preparation, asphalt pavement patching and crack sealing, application of seal-coat construction; and pavement marking.

CONTRACT DOCUMENTS

The completed CONTRACT between the parties hereto shall consist of the following identified documents, herein referred to as the Contract Documents: Notice to Bidders, (Advertisement for Bids), Instruction to Bidders, Proposal Form, this Agreement, Bid Bond, Performance Bond, Labor and Materials Bond, Plans, and Specifications and addenda thereto.

CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to accept, in full payment for the full and complete performance of this CONTRACT, the sum of \$2,046,047.00 subject to additions and deductions as provided for in the Contract Documents.

TIME OF COMPLETION

The time of completion for the bid items is 81. The per diem rate for liquidated damages shall be \$3,500.

All American Asphalt
(CONTRACTOR)

COUNTY OF RIVERSIDE, a
Political Subdivision of the State of
California (OWNER)

Name: EDWARD J. CARLSON

By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 

Title: VICE PRES.

ATTEST:
KECIA ~~HEM~~-HARPER
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos, County
Counsel

By: 
for Kristine Bell-Valdez
Supervising Deputy County
Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

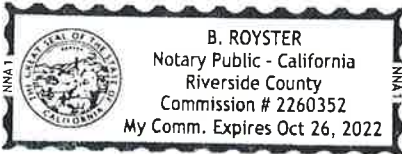
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On November 19, 2019 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name of Signer



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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Contract – County of Riverside

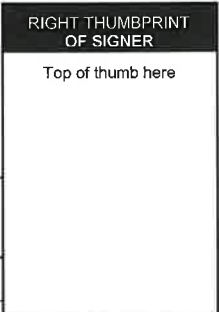
Document Date: November 19, 2019 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

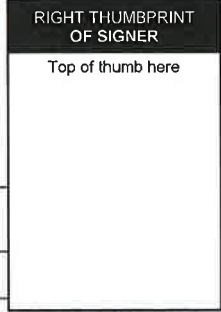
- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: _____

Bond No. 7662120
Premium: \$8,082.00
Premium is for contract term and is subject
to adjustment based on final contract price
Executed in: 5 Counterparts

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That All American Asphalt, as Principal, and Fidelity and Deposit Company of Maryland, as surety, incorporated under the Laws of the State of California and authorized to transact surety business in the State of California, are held and firmly bound unto COUNTY OF RIVERSIDE in the sum of Two Million Forty Six Thousand Forty Seven & 00/100 Dollars (\$ 2,046,047.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents. *Illinois

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal has entered into a Contract, dated _____, 20____, with the COUNTY OF RIVERSIDE to do and perform the following work, to wit:

**French Valley Airport
Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation**

All alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the Contract may be made without securing the consent of the surety or sureties on the contract bonds. Surety waives any requirement of notice of any such alterations, extensions of time, extra and additional work or any other changes.

Now, Therefore, if the above bounden Principal shall well and truly perform the Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

Dated: November 18, 2019

Fidelity and Deposit Company of Maryland

By Rebecca Haas-Bates

Title: Attorney in Fact
"Surety"

STATE OF **Please See Attached**)

COUNTY OF _____) ss.

On _____ before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact.

Notary Public (Seal)

(NOTE: Affix corporate seals.)

Dated: NOVEMBER 19, 2019

All American Asphalt

By: [Signature]

Title: EDWARD J. CARLSON, U.P.
"Contractors"

STATE OF _____)

COUNTY OF _____)

On _____ before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as Contractor in Fact.

Notary Public (Seal)

(NOTE: Affix corporate seals.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

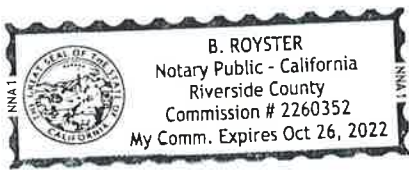
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On November 19, 2019 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name of Signer



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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Faithful Performance Bond – County of Riverside

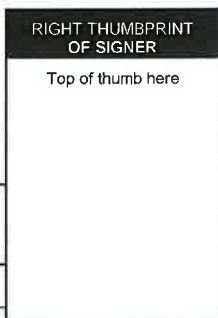
Document Date: November 18, 2019 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

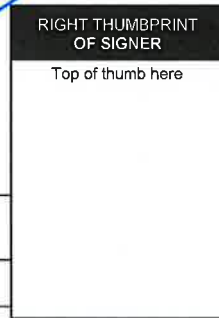
- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

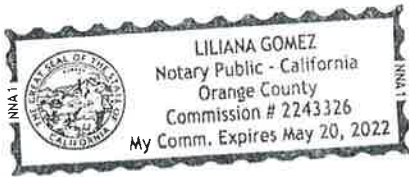
On 11/18/2019 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7662120 Document Date: 11/18/2019
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President, of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of November, 2019.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rebecca Haas-Bates, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of November, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, All American Asphalt of 400 East Sixth Street, Corona, CA 92879, as Principal, and *
, as Surety, incorporated under the Laws of the State of Illinois and authorized to transact surety
business in the State of California, as Surety, are held and firmly bound unto County of Riverside, as
Obligee in the sum of Two Million Forty Six Thousand Forty Seven & 00/100 Dollars (\$2,046,047.00),
for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their
heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

***Fidelity and Deposit Company of Maryland**

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal has entered
into a contract, dated _____, 20____, with the Obligee to do and perform the following
work, to wit:

**French Valley Airport
Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation**

All alterations, extensions of time, extra and additional work, and other changes authorized by the
Specifications or any part of the Contract may be made without securing the consent of the surety or
sureties on the contract bonds. Surety waives any requirement of notice of any such alterations, ex-
tensions of time, extra and additional work or any other changes.

NOW, THEREFORE, if the above bounden Principal, his or its heirs, executors, administrators, suc-
cessors or assigns; or subcontractors shall fail to pay any of the persons named in Civil Code Section
9000-9566, or amounts due under the Unemployment Insurance Code with respect to work or labor per-
formed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the
Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to
Section 18662 of the Revenue and Taxation Code, with respect to such work and labor, the surety or
sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, other-
wise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a
reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file
claims under Section Civil Code Section 9000-9566 of the Civil Code of the State of California, so as to
give a right of action to them or their assigns in any suit brought upon this bond.

Dated: November 18, 2019
Fidelity and Deposit Company of Maryland
By: Rebecca Haas-Bates
Rebecca Haas-Bates
Title: Attorney in Fact
"Surety"

Dated: NOVEMBER 19, 2019
All American Asphalt
By: Edward J. Carlson
EDWARD J. CARLSON, V.P.
"Contractors"

STATE OF **Please See Attached**)
) ss.
COUNTY OF _____)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me personally appeared
_____ known to me to be the person
whose name is subscribed to the within instrument
as Attorney in Fact.

On _____ before me personally appeared
_____ known to me to be the person
whose name is subscribed to the within instrument
as Contractor in Fact.

Notary Public (Seal)

Notary Public (Seal)

(NOTE: Affix corporate seals.)
French Valley Airport
Riverside County, California
Runway 18-36, Taxiway A, and Connector Taxiway Pavement Rehabilitation

(NOTE: Affix corporate seals.)
SF-4

Division I
Proposal Forms
Bid Set

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

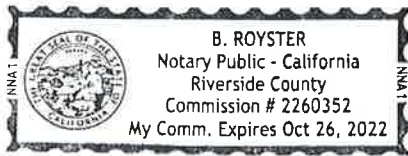
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On November 19, 2019 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name of Signer



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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Labor and Material Bond – County of Riverside

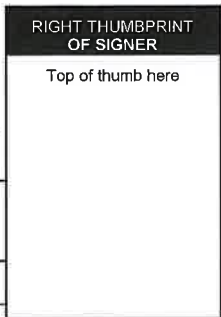
Document Date: November 18, 2019 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

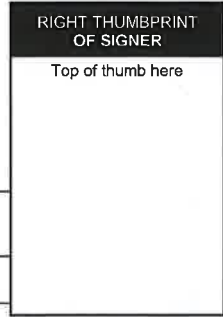
- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

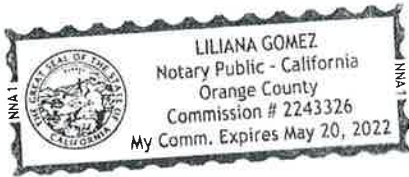
On 11/18/2019 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document Labor and Material
Title or Type of Document: _____ Bond No. 7662120 Document Date: 11/18/2019
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

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

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President, of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of November, 2019.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rebecca Haas-Bates, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of November, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

PAYMENT BOND

(Public Works Civil Code 3247 et seq.)

The makers of this Bond are All American Asphalt, as Principal and Original Contractor, and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and County a public entity, as Owner, for \$ Two Million Forty Six*, the total amount Payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for public work generally consisting of airport improvements at French Valley Airport. *Thousand Forty Seven & 00/100 - (\$2,046,047.00)

The beneficiaries of this Bond are as stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as set forth in 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to the extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Dated: November 18, 2019

Dated: NOVEMBER 19, 2019

Fidelity and Deposit Company of Maryland

All American Asphalt

By Rebecca Haas-Bates

By: [Signature]

Rebecca Haas-Bates

Title: EDWARD J. CARLSON, V.P.

Title: Attorney in Fact
"Surety"

Title: "Contractors"

STATE OF **Please See Attached**)
) ss.
COUNTY OF _____)

STATE OF _____)
COUNTY OF _____)

On _____ before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact.

On _____ before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as Contractor in Fact.

Notary Public (Seal)

Notary Public (Seal)

(NOTE: Affix corporate seals.)

(NOTE: Affix corporate seals.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

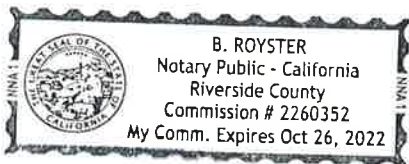
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On November 19, 2019 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name of Signer



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 B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Payment Bond – County of Riverside

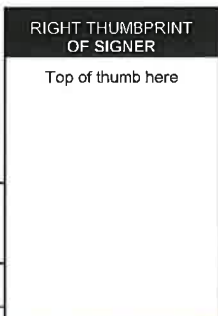
Document Date: November 18, 2019 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

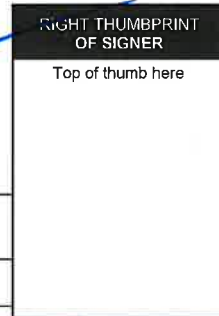
- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On 11/18/2019 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 *Liliana Gomez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7662120 Document Date: 11/18/2019
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President, of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of November, 2019.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rebecca Haas-Bates, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of November, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

**ADDITIONAL ITEMS FILED
WITH
THE CLERK OF THE
BOARD**