

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



ITEM: 3.54
(ID # 19890)

MEETING DATE:

Tuesday, November 29, 2022

FROM : TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approve Addenda to the Plans and Specifications, Accept the Low Bid and Award the Construction Contract to Griffith Company, and Approve the Work Order Agreement for Construction Management Services with C&S Engineers, Inc. for the Hemet Ryan Airport Taxiway B, Hangar Taxilanes, and East/West Apron Pavement Rehabilitation Project, District 3. [\$3,990,550 Total Cost - Federal Aviation Administration Airport Improvement Grant Funds 90%, Special Aviation Budget fund (22350) 5%, State Division of Aeronautics Fund 5%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** one addendum to the plans and specification issued prior to the April 13, 2022, bid opening;
2. **Waive** any and all immaterial irregularities and accept the low bid submitted by Griffith Company of Brea, California, in the amount of \$3,726,965;
3. **Award**; the construction contract to Griffith Company for the Hemet Ryan Airport Taxiway B, Hangar Taxilanes, and East/West Apron Pavement Rehabilitation Project and authorize the Chair of the Board to execute the contract documents;
4. **Approve** the project budget of \$3,990,550 which includes \$263,585 for construction administration services, and \$3,726,965 for the construction cost;
5. **Delegate** change order authority for the construction contract to the Assistant County Executive Officer/TLMA or designee in accordance with Board Policy B-11; and
6. **Approve** the work order agreement for construction management services with C&S Engineers, Inc. for the Hemet Ryan Airport Taxiway B, Hangar Taxilanes, and East/West Apron Pavement Rehabilitation Project in the amount of \$263,585 and authorize the Chair of the Board to execute the work order agreement

ACTION:Policy

Charissa Leach, TLMA Director

11/3/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 29, 2022
xc: Aviation

Kecia R. Harper
Clerk of the Board
By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,990,550	\$ 0	\$ 3,990,550	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Grant Funds 90%, Aviation, Aviation Budget Fund (22350) 5%, State Division of Aeronautics Fund 5%			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose of this construction project is to rehabilitate the ageing pavement at Hemet Ryan Airport's Taxiway B, Hangar Taxilanes, and East/West Apron Pavement. Taxiway B, adjacent hangar taxilanes, and East/West Apron areas currently exhibit weathering and cracking (block, transverse, and alligator). Portions of the project will be reconstructed, and other areas will receive rehabilitation via mill/overlay, crack sealing, or surface areas seal coat. No grading of shoulders or improvements outside of the existing pavement limits is anticipated. Following paving or sealing of pavement, all markings will be restored.

On March 22, 2022, the Board approved the project specifications, plans and authorized staff to advertise the notice of inviting bids for this project. During the advertisement period, one addendum was issued. The addendum is attached and designated as Addendum No. 1.

Bids were received from two contractors.

- Griffith Company - \$3,726,964.75 (lowest responsive bidder)
- All American Asphalt - \$3,786,506.25

The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Griffith Company in the amount of \$3,726,964.75. Staff recommends the construction contract for the Hemet Ryan Airport Taxiway B, Hangar Taxilanes, and East/West Apron Pavement Rehabilitation project be awarded to Griffith Company.

Staff proposes to have C&S Engineers, Inc. provide construction management services to include project management, engineering design and overall construction administration. The construction phase consists of observation to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the contract documents. Staff recommends that the Board of Supervisors approve the necessary construction management work order agreement for this construction project.

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The Taxiway B, Hangar Taxilanes, and East/West Apron Pavements Rehabilitation Construction Project is consistent with the Airport's Capital Improvement Program Master Plan. C&S Companies was selected by Request for Qualification as the County's Airport Project Consultant, per the Federal Aviation Administration's (FAA) five-year consultant selection criteria.

County Counsel has reviewed and approved the attached documents as to legal form.

The Hemet Ryan Airport Taxilane B, Hangar Taxilanes, and East/West Apron Pavement Rehabilitation Project was found to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA guidelines Sections 15301, Class 1 existing facilities exemption, Section 15302, replacement or reconstruction exemption, and Section 15061 (b)(3), "Common Sense" Exemption, categorically excluded from the National Environmental Policy Act (NEPA) US Department of Transportation Federal Aviation Administration Order 1050.1E, Categorical Exclusion 5-6 4e Facility Siting, Construction, and Maintenance. The Notice of Exemption was filed by the County Clerk's office on March 28, 2022. No further action is necessary.

Impact on Residents and Businesses


The Hemet Ryan Airport Taxiway B, Hangar Taxilanes, and East/West Apron Pavements Rehabilitation Project will improve the airport operations and enhance capacity and safety.

Additional Fiscal Information

The project will be financed using the Federal Aviation Administration Airport Improvement Grants Funds 90%, Special Aviation Budget Fund (22350) 5%, State Division of Aeronautics Fund 5%. There will be no impact on the County's general fund.

ATTACHMENTS:

1. Addendum No. 1
2. Bid Summary
3. Contract/Bonds/Insurance – Griffith Company
4. Contractor's Bid Proposal
5. Work Order Agreement with C&S Engineers, Inc. for Construction Management Services



Jason Farin, Principal Management Analyst 11/21/2022

CONTRACT FORM

THIS AGREEMENT is dated as of the 29 day of November in the year 2022 by and between County of Riverside, a political subdivision of the state of California, having an address at 4080 Lemon Street, First Floor, Riverside, California 92501 (hereinafter called Owner) and Griffith Company, a California corporation, having an address at 12200 Bloomfield Ave., Santa Fe Springs, CA 90670 (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall perform, construct and complete all Work as specified and indicated in the Taxiway B, Hangar Taxilanes, and East/West Apron Pavement Rehabilitation Specifications and Contract Documents.

ARTICLE 2 - CONTRACT TIMES

- 2.1 **Contract Time.** The Work shall be substantially complete within the Contract Time as stated in General Provisions Section 80-08 "Failure to Complete on Time", and accepted in accordance with General Provisions Section 50-15 "Final Acceptance". In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions Section 80-08.
- 2.2 **Damages for Delay in Completion.** If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with General Provisions Section 80-07 "Determination and Extension of Contract Time", the sum stipulated in General Provisions Section 80-08 "Failure to Complete on Time" will be deducted from any money due or to become due the Contractor or their surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time provided in this Contract.

ARTICLE 3 - CONTRACT PRICE

- 3.1 The Owner will pay Contractor for completion of the Work in accordance with the Specifications and Contract Documents for the Total Bid in the amount of \$ 3,726,964.75, hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with General Provisions Section 30-01 "Consideration of Proposals" if applicable.
- 3.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Work or materials furnished in accordance with the plans and specifications, as determined by the Engineer in accordance with General Provisions Section 90, "Measurement and Payment".

ARTICLE 4 - PAYMENT PROCEDURES

- 4.1 **Partial Payments.** Partial payments will be made at least once per month based on the Engineer's estimate in accordance with General Provisions Section 90, "Measurement and Payment". Progress payments will be made in accordance with General Provision Section 90-06, "Partial

Payments”.

- 4.2 **Retainage.** From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section 90-06, “Partial Payments”, will be deducted and retained by the Owner until the final payment is made.
- 4.3 **Final Payment:** Final payment will be made in accordance with General Provisions Section 90-09, “Acceptance and Final Payment”.

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Specifications and Contract Documents including Addenda.
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Specifications and Contract Documents. Contractor acknowledges that such reports and drawings are not part of the Specifications and Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Specifications and Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Specifications and Contract Documents.
- 5.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.
- 5.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies and data with the Contract.
- 5.7 Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 5.8 If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the extent that Contractor clearly understands his own obligations and responsibilities relative to the other prime contracts.

ARTICLE 6 - CONTRACT

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- 6.1 The Proposal with discrepancies corrected.
- 6.2 This Contract Form.
- 6.3 The Contractor's Performance Bond and Payment Bond.
- 6.4 The Contractor's Certificates of Insurance.
- 6.5 The Notice of Award and Notice to Proceed.
- 6.6 The Specifications and Contract Documents, including the Special Conditions, General Contract Provisions, and the Technical Specifications.
- 6.7 The Contract Drawings as listed in the Table of Contents.
- 6.8 Addenda listed below:

<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>4/07/2022</u>
—	—————
—	—————

6.9 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplement Agreement.

ARTICLE 7 – ORDER OF PRECEDENCE

- 7.1 The Contract Documents are intended to be fully cooperative and to be complementary. In the case of conflicts between the Contract Documents, the order of precedence shall be as follows:
- 1. Applicable Laws (provided, however, below where the Contract Documents or manufacturer's recommendations or specifications require standards higher than those of Applicable Laws, the Contract Documents or manufacturer's recommendations or specifications shall control);
 - 2. Change Orders, Unilateral Change Orders and Construction Change Directives;
 - 3. Addenda
 - 4. Construction Contract
 - 5. Special Conditions
 - 6. Special Provisions
 - 7. General Contract Provisions
 - 8. Technical Specifications
 - 9. Contract Drawings
 - a. Figures govern over scaled dimensions
 - b. Detail drawings govern over general drawings
 - c. Addenda or Change Order drawings govern over Contract Drawings
 - d. Contract Drawings govern over Standard Drawings

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- e. Contract Drawings govern over Shop Drawings
 - 10. Standard and reference specifications which include industry norms, such as, but not limited to, ANSI and ASTM; and
 - 11. Standard Plans
 - 12. Reference Documents

ARTICLE 8 – NOTICE PROVISION

Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner, and in accordance with Civil Code §8100 et seq.:

- 8.1 **Notice to Owner.** If notice is given to the Owner: (1) by personal delivery thereof to Owner; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to County of Riverside, 4080 Lemon Street, 14th Floor, Riverside CA, 92501 , and to such other address as set forth in the Bidding Documents as the location for submission of Bids and sent by registered or certified mail with postage prepaid, or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.
- 8.2 **Notice to Contractor.** If notice is given to Contractor: (1) by personal delivery thereof to Contractor; or (2) by depositing same in United States mails, enclosed in a sealed envelope addressed to Contractor at its address stated in the Construction Contract, or if none is so stated at the address on the records of the Contractor’s State License Board and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.
- 8.3 **Notice to Claimant.** If notice is given to a claimant as defined in Civil Code §8004: (1) by personal delivery thereof to claimant; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to claimant at its address stated in: a preliminary notice, stop payment notice, or claim against a payment bond; or on the records of the Contractor’s State License Board; and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in code of Civil Procedure §415.20.
- 8.4 **Notice to Surety.** If notice is given to the Surety: (1) by personal delivery to the Surety; or (2) by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond, or if none is shown, the address on the records of the Department of Insurance, and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

ARTICLE 9 – CLAIMS

- 9.1 **Submission of Claims.** All Claims by Contractor shall be submitted in accordance with the procedures set forth in this Article 9.

9.2 Arising of Claim.

9.2.1 Changes. A Claim by Contractor involving a Contract Adjustment due to a Compensable Change or Deleted Work arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Article 9, including, without limitation, Paragraphs 9.3.3 through 9.3.5, below.

9.2.2 Other Claims. Claims by Contractor other than those described in Subparagraph 9.2.1, above, arise at the time that The Owner receives written notice by Contractor of Contractor's intent to file the Claim. Such notice of intent shall be given no later than five (5) Days after the Discovery Date relative to such circumstances (even if Contractor has not yet experienced a Loss or Delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Price and Contract Time. **FAILURE BY CONTRACTOR TO SUBMIT A NOTICE OF INTENT TO FILE CLAIM IN ACCORDANCE WITH THIS SUBPARAGRAPH 9.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE SPECIAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.**

9.3 Content of Claims. A Claim must include the following:

9.3.1 a statement that it is a Claim and a request for a decision on the Claim

9.3.2 a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the claim

9.3.3 Supporting documentation as follows: (1) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required by General Contract Provisions Section 40; (2) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by General Contract Provisions Section 40 and General Contract Provisions Section 80; and (3) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that a notice of intent to file the Claim was timely and properly submitted as required by Subparagraph 9.2.2, above;

9.3.4 a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (1) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on "total cost" calculations; and (2) job cost records substantiating the actual costs that have been incurred; and

9.3.5 a written certification, signed by a responsible managing officer or principal of Contractor's organization who has the authority to sign contracts on behalf of Contractor and who has personally investigated the matters alleged in the Claim, in the following form:

"I hereby certify under penalty of perjury that I am a managing officer or principal of (Contractor) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor(s)) and that the following statements are, to the best of my knowledge after

diligent inquiry into the circumstances of such Claim, true and correct:

(i) the facts alleged in or that form the basis for the Claim are true and accurate;

(ii) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;

(iii) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim;

(iv) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to have been suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Contractor has not received payment from the County of Riverside for, nor has Contractor previously released the County of Riverside from, any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

9.4 **Noncompliance** Failure by contractor to comply with Paragraph 9.3, above, shall give the Owner the right, without obligation, to deny the Claim or return the Claim without any response.

9.5 **Submission of Claims**

9.5.1 Time for Filing. All Claims and supporting documentation and certifications required to be submitted by Contractor must be submitted to the Owner within thirty (30) Days after the Claim arises (as “arises” is defined in Paragraph 9.2, above). No Claims by Contractor are permitted after Final Payment.

9.5.2 Manner of Filing. A claim shall be submitted by registered or certified mail, return receipt requested.

9.5.3 Condition Precedent. Contractor’s strict compliance with the requirements of this Article 9 as to a Claim shall be considered a condition precedent to Contractor’s right to initiate or seek determination of its rights in any legal proceedings with respect to such Claim.

9.6 **Response to Claims by Contractor**

9.6.1 Claims Response. The Owner shall provide a reasonable review and issue a written Good Faith Determination within forty-five (45) Days of receipt of the Claim, unless the Owner and Contractor have by mutual agreement extended the time period. The written Good Faith Determination shall identify which portion of the Claim is disputed by the Owner and which portion is undisputed.

9.6.2 Meeting with the Board. If County should need to submit and gain approval of the Board of Supervisors prior to providing the Contractor the written statement identifying the undisputed and disputed portions of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed time extension, The Owner shall have three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or agreed extension, to provide Contractor a written statement identifying the disputed portion and undisputed portion of the Claim.

9.6.3 Payments on Undisputed Portion(s). Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues its written statement. Amounts not paid in a timely manner shall bear interest at 7 percent per annum.

9.6.4 Failure of County to Respond If the County of Riverside should fail to respond to a Claim from Contractor within the time periods set forth in this 9.6 or otherwise meet the time requirements, the Claim shall be deemed rejected in its entirety. A Claim that is denied by reasons of Owner’s failure to have responded to the Claim, or its failure to otherwise meet the requirements of Public Contract Code §9204, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

9.7 **Meet and Confer**

9.7.1 Dispute by Contractor. If Contractor disputes Owner’s Good Faith Determination and written response of a Claim by Contractor, or if County fails to respond within the prescribed time set forth herein, the Contractor may demand, in writing sent by registered or certified mail return receipt requested, an informal conference to meet and confer for settlement of the issues still in dispute. Upon receipt of such demand, Owner shall schedule a meet and confer conference within thirty (30) Days.

9.7.2 Conclusion of Meet and Confer. Within ten (10) business days following conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, The Owner shall provide the Contractor with a written statement identifying the portion of the Claim still in dispute and the portion that is undisputed. Any payment due on the undisputed portion shall be processed and made within sixty (60) days after such written statement is issued. Amounts not paid in a timely manner shall bear interest at 7 percent per annum.

9.7.3 Mediation. Any disputed portion of the Claim as identified by the Contractor in writing, shall be submitted to non-binding mediation with the Owner and Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Mediation includes any non-binding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assist the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

9.7.4 If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

9.8 Subcontractor Claims

9.8.1 Subcontractor Claim If a subcontractor or lower tier subcontractor has a claim against the Owner, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim.

9.8.2 Contractor Response Within forty five (45) days of receipt of the written request by the subcontractor, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

9.9 Claims Based on Differing Site Conditions

9.9.1 Contractor Responsibility Save and except as hereinafter provided in this Paragraph 9.9 for Contract Adjustments due to Differing Site Conditions, Contractor agrees at Contractor's Own Expense to assume the risk and costs of Extra Work and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements.

9.9.2 Differing Site Conditions Differing Site Conditions are those conditions at the Site or in Existing Improvements and not otherwise reasonably ascertainable by Contractor in the performance of its obligations under the Contract Documents (including, without limitation, conditions not reasonably ascertainable by Contractor from documents or information described in Technical Specification C-105, that were provided or available to Contractor for its review prior to the Bid Closing Deadline) that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be

removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Site or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline; or (3) unknown physical conditions at the Site or concealed conditions in Existing Improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

9.9.3 Notice of Change If Contractor encounters conditions it believes constitute Differing Site Conditions, then Contractor shall, before such conditions are disturbed, give Notice of Change as required by General Contract Provisions Section 40, below, stating, without limitation, a detailed description and precise location of the conditions encountered.

9.9.4 Investigation by County Upon receipt of notice from Contractor as required by Subparagraph 9.9.3, above, County shall promptly investigate Contractor's report of Differing Site Conditions.

9.9.5 Change Order Request If Contractor intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request in accordance with General Contract Provisions Section 40, setting forth its request for a Contract Adjustment.

9.9.6 Contract Adjustments If, following Contractor's compliance with its obligations under this Paragraph 9.9, County finds that Differing Site Conditions exist, then, unless the Contractor's right to Contract Adjustment has been waived, a Contract Adjustment shall be made for the resulting Compensable Change and Compensable Delay, in such amount and duration as County determines by issuance of a Good Faith Determination are reasonable and permitted by these General Conditions.

9.9.7 WAIVER BY CONTRACTOR

FAILURE BY CONTRACTOR TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH 9.9 PERTAINING TO CONTRACT ADJUSTMENT BASED ON A CLAIM FOR DIFFERING SITE CONDITIONS SHALL, IN ACCORDANCE WITH SECTION 4.6 OF THE SPECIAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.

9.9.8 Final Completion No claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.

9.10 Continuous Work Contractor shall, notwithstanding the existence of a Claim by Contractor that is disputed by Owner, maintain continuous performance, without interruption, suspension or slowing, of the Work and its other obligations (1) pending issuance by The Owner of a Good Faith Determination of the Claim and (2) thereafter in compliance with the terms of such Good Faith Determination.

ARTICLE 10 – GOVERNING LAW

10.1 The interpretation and enforcement of the Construction Contract and other Contract Documents and of the performance by the parties thereunder shall, notwithstanding application of the principles of conflicts of laws, be governed by the laws of the State of California. The Superior Court for the Owner shall have exclusive jurisdiction and venue over any legal proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Construction Contract, the other Contract Documents or the performance of the parties thereunder.

ARTICLE 11 - MISCELLANEOUS

11.1 Terms used in this Agreement shall have the meanings in the General Provision Section 10, "Definition of Terms".

11.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

11.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.

11.4 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed 2 copies of this Agreement. This Agreement will be effective on the day and year first above written.

OWNER

COUNTY OF RIVERSIDE

By: 

Jeff Hewitt

Chair Board of Supervisors

ATTEST:

Kecia R. Harper

Clerk of the Board

By: Breanna Smith
Deputy

(SEAL)

APPROVED AS TO FORM:
County Counsel

By: Danielle Maland
Deputy County Counsel

CONTRACTOR:

Griffith Company
(Company Name)

(SEAL)

[Signature]
(Signature)

Lucas J. Walker
(Printed Name)

Vice President / Regional Manager
(Printed Title)

NOV 29 2022 3.54

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

See Notary Form Below

ACKNOWLEDGMENT

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 Los Angeles)

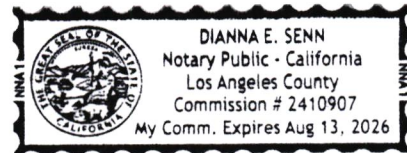
On October 27, 2022 before me, Dianna E. Senn, Notary Public
(insert name and title of the officer)

personally appeared Lucas J. Walker,
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 Dianna E. Senn (Seal)



Clear Form

Print Form

(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

See Notary Form Below

END OF CONTRACT FORM

ACKNOWLEDGMENT

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 _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Clear Form

Print Form

END OF CONTRACT FORM

Executed in Duplicate

Project No. _____

Bond No. 024263268

Premium: \$17,252.00

PERFORMANCE BOND

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 20_, has awarded Construction Contract Number _____ ("Contract") to the undersigned Griffith Company as Principal ("Principal") to perform the work ("Work") for the following project: Taxiway B, Hangar Taxilanes, and East/West Apron Pavement Rehabilitation; which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Liberty Mutual Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Three Million Seven Hundred Twenty Six Thousand Nine Hundred Sixty Four & 75/100 Dollars (\$ 3,726,964.75), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as

hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Griffith Company

(Firm Name – Principal)

12200 Bloomfield Avenue

Santa Fe Springs, CA 90670

Affix Seal if Corporation

(Business Address)

By

(Original Signature)

Lucas J. Walker, VP/Regional Mgr

(Title)

Liberty Mutual Insurance Company

(Corporation Name – Surety)

790 The City Drive South, Suite 200

Orange, CA 92868

(Business Address)

By

(Signature – Attached Notary's Acknowledgment)

Kim Luu

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Corporate Seal



Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
 County of Los Angeles

On October 27, 2022 before me, Dianna E. Senn, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Dianna E. Senn*
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond #024263268 - Taxiway B, Hangar Taxilanes and East/West Apron Pavement Rehabilitation

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lucas J. Walker

Signer's Name: _____

Corporate Officer -- Title(s) Vice President / Regional Manager

Corporate Officer -- Title(s): _____

Individual

Individual

Partner --- Limited General

Partner --- Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

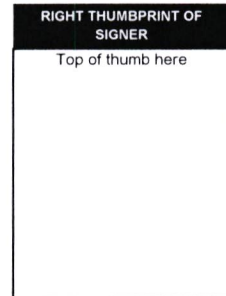
Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: Griffith Company

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On OCT 19 2022 before me, Leigh McDonough, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kim Luu
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leigh McDonough
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8207497-977460

POWER OF ATTORNEY

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, Heather Saltarelli; James Schaller; Jeri Apodaca; Kim Luu; Leigh McDonough; Maria Guise; Michael D. Parizino; Rachele Rheault; Reece Joel Diaz; Rhonda C. Abel

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2022.



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of March, 2022 before me personally appeared David M. Carey, 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 King of Prussia, 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, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of 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 David M. Carey, 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 OCT 19 2022 day of



By: [Signature of Renee C. Llewellyn]

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.



Executed in Duplicate

Project No. _____

Bond No. 024263268

Premium: Included in Performance Bond

PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 20____, has awarded Construction Contract Number _____ ("Contract") to the undersigned Griffith Company as Principal ("Principal") to perform the work ("Work") for the following project; Taxiway B, Hangar Taxilanes, and East/West Apron Pavement Rehabilitation

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Liberty Mutual Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Three Million Seven Hundred Twenty Six Thousand Nine Hundred Sixty Four & 75/100 Dollars (\$ 3,726,964.75), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and

severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Griffith Company

Affix Seal if Corporation

(Firm Name – Principal)

12200 Bloomfield Avenue

Santa Fe Springs, CA 90670

(Business Address)

By

(Original Signature)

Lucas J. Walker, VP/Regional Mgr

(Title)

Liberty Mutual Insurance Company

(Corporation Name – Surety)

Affix Corporate Seal

790 The City Drive South, Suite 200

Orange, CA 92868

(Business Address)

By

(Signature – Attached Notary's Acknowledgment)

Kim Luu

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)



Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
 County of Los Angeles

On October 27, 2022 before me, Dianna E. Senn, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Dianna E. Senn*
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond #024263268 - Taxiway B, Hangar Taxilanes and East/West Apron Pavement Rehabilitation

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lucas J. Walker

Signer's Name: _____

Corporate Officer -- Title(s) Vice President / Regional Manager

Corporate Officer -- Title(s): _____

Individual

Individual

Partner --- Limited General

Partner --- Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

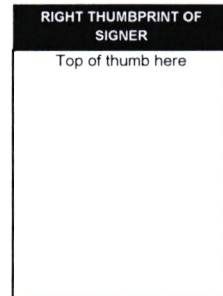
Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____
Griffith Company

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On OCT 19 2022 before me, Leigh McDonough, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leigh McDonough
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8207497-977460

POWER OF ATTORNEY

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, Heather Saltarelli; James Schaller; Jeri Apodaca; Kim Luu; Leigh McDonough; Maria Guise; Michael D. Parizino; Rachelle Rheault; Reece Joel Diaz; Rhonda C. Abel

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2022.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 15th day of March, 2022 before me personally appeared David M. Carey, 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 King of Prussia, 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, 2025
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 David M. Carey, 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 OCT 19 2022 day of



By: Renee C. Llewellyn

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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071	CONTACT NAME: Lenessa Weatherford
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Lenessa.Weatherford@alliant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Old Republic General Insurance Corp	NAIC # 24139
INSURER B: AXIS Surplus Insurance Company	26620
INSURER C: AGCS Marine Insurance Company	22837
INSURER D: National Fire & Marine Insuran	20079
INSURER E:	
INSURER F:	

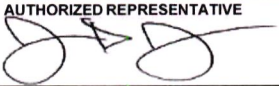
COVERAGES **CERTIFICATE NUMBER:** 58190135 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	A1CG99281805	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	A1CA99281805	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			42-XSF-313556-02	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	A1CW99281805	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Poll/Prof Liability			C.M004236-03-2021	12/31/2021	12/31/2022	Each Claim/Agg \$5,000,000
C	Contractor's Equipment			MXI93084916	12/31/2021	12/31/2022	Leased Rented Equip. \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Griffith Job #10830, FAA AIP Job #3-06-0104-018-2021, Taxiway B, Hangar Taxilanes, and East/West Apron Pavement Rehabilitation at Hemet-Ryan Airport, Hemet, CA

County of Riverside, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, C&S Engineers, the Federal Aviation Administration are named as Additional Insured as respects to Liability arising out of work performed by the Named Insured. The insurance provided shall be primary and any other insurance maintained by the Additional Insured is excess and non-contributory. Waiver of Subrogation applies as required by contract. Thirty (30) Days Notice of Cancellation / Non-Renewal - Ten (10) Days Notice For Non-Payment of Premium. Umbrella/Excess follows form.

CERTIFICATE HOLDER County of Riverside 4080 Lemon Street, First Floor Riverside CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

WHERE REQUIRED BY PERMIT OR AUTHORIZATION.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations

WHERE REQUIRED BY WRITTEN CONTRACT.

All locations as required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	GRIFFITH COMPANY		
Policy Number	A-1CG-992818-05	Endorsement No.	000
Policy Period	12/31/2021 to 12/31/2022	Endorsement Effective Date:	12/31/2021
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:	02P20		

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us **THIRTY (30)** days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us **TEN (10)** days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured	GRIFFITH COMPANY		
Policy Number	A-1CG-992818-05	Endorsement No.	000
Policy Period	12/31/2021 to 12/31/2022	Endorsement Effective Date:	12/31/2021
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:	02P20		

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s): WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT .

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured	GRIFFITH COMPANY		
Policy Number	A1CA 9928 18 05	Endorsement No.	001
Policy Period	12/31/2021 to 12/31/2022	Endorsement Effective Date:	12/31/2021
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:	02P20		

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GRIFFITH COMPANY Endorsement Effective Date: 12/31/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us **THIRTY (30)** days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us **TEN (10)** days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured	GRIFFITH COMPANY		
Policy Number	A-1CA-992818-05	Endorsement No.	000
Policy Period	12/31/2021 to 12/31/2022	Endorsement Effective Date:	12/31/2021
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:	02P20		

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00

Named Insured	GRIFFITH COMPANY		
Policy Number	A-1CW-992818-05	Endorsement No.	000
Policy Period	12/31/2021 to 12/31/2022	Endorsement Effective Date:	12/31/2021
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:	02P20		

AUTHORIZED REPRESENTATIVE

DATE

CALIFORNIA CANCELANATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page. The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancelation notice.

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2021 Policy No. A-ICW-992818-05 Endorsement No. 000

Insured GRIFFITH COMPANY Premium \$

Insurance Company Countersigned by _____

OLD REPUBLIC GENERAL INSURANCE CORPORATION

Work Order Agreement

Hemet-Ryan Airport
Taxiway B, Hangar Taxilanes, and East/West Apron Pavements Rehabilitation
Construction Management Services

1. AUTHORIZATION REQUEST:

In accordance with the Professional Service Agreement, dated February 25, 2020, ("Master Agreement") between the County of Riverside, a political subdivision of the state of California, ("COUNTY") and C&S Engineers, Inc., a New York corporation, ("CONSULTANT") for providing airport engineering, architectural, planning, and environmental services, enclosed is work order agreement to furnish construction management services in connection with the Hemet-Ryan Airport, Taxiway B, Hangar Taxilanes, and East/West Apron Pavements Rehabilitation Project (the "Project").

2. DESCRIPTION OF SERVICES:

Scope of Services are defined in Schedule A attached hereto.

3. COUNTY'S RESPONSIBILITIES:

COUNTY'S responsibilities shall be as described in the Master Agreement and Schedule A.

4. PERIOD OF SERVICES:

Time of completion will be based on Contractor's schedule of work. On-site observation by a full-time inspector and supporting staff is approximated to be 80 days.

5. PAYMENTS:

Payments shall be made in accordance with Section 3, Compensation, of the Master Agreement. The fee is defined in Schedule B, attached hereto. The total lump sum fee amount is \$263,585.00.

6. GENERAL CONSIDERATIONS

The CONSULTANT designates Brian Saull as the person who will be responsible for coordinating the services rendered by the CONSULTANT for the Project.

7. SPECIAL PROVISIONS: Conflict of Interest and California Government Code Section 1090
Advisal:

Pursuant to Section 7 of the master Professional Service Agreement Consultant covenants that it has not interest in other projects or contracts that would conflict in any manner with this Work Order.

The Consultant agrees to be compliant with Government Code Section 1090. Government Code Section 1090 prohibits contractors from entering into or participating in making contracts in which they have a financial interest and applies to independent contractors with responsibilities for public contracting, similar to those belonging to formal governmental officers. A violation of Section 1090 may result in civil or criminal penalties.

None

8. ATTACHMENTS:

Schedule A: Scope of Services
Schedule B: Cost Summary & Work Summary

9. NOTICES:

All correspondence and notices required or contemplated by the Master Agreement, or this work order agreement shall be delivered to the respective parties at the address set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

AGENCY

Angela Jamison
County Airport Manager
Riverside County TLMA Aviation
4080 Lemon Street, 14th Floor
Riverside, CA 92501-3609

CONSULTANT

Brian C. Saull, PE
Managing Engineer
C&S Engineers, Inc.
2355 Northside Drive, Suite 350
San Diego, CA 92108

10. ELECTRONIC SIGNATURES:

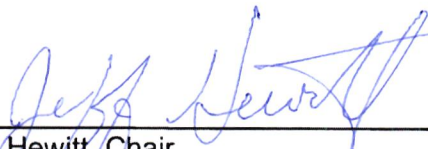
This work order agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this work order agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this work order agreement. The parties further agree that the electronic signatures of the parties included in this work order agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

Execution of this work order agreement will signify approval of the terms and conditions of this request, which, together with the Master Agreement and Attachments identified above will constitute the complete work order, as well as authorization to proceed with the work.

[Signature Page Follows]

COUNTY

County of Riverside

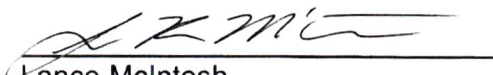


Jeff Hewitt, Chair
Board of Supervisors

Date: 11/29/22

CONSULTANT

C&S Engineers, Inc.



Lance McIntosh
Service Group Manager

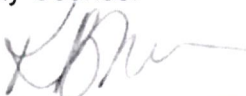
Date: 11/17/2022

ATTEST:



Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:
County Counsel

By: 

for Danielle Maland
Deputy County Counsel

SCHEDULE A

SCOPE OF WORK

Project Title: Taxiway B, Hangar Taxilanes and East/West Apron Pavement Rehabilitation
Airport Name: Hemet-Ryan Airport
Services Provided: Construction Management

Project Description:

The CONSULTANT shall provide required construction management services for the Taxiway B, Hangar Taxilanes and East/West Apron Pavement Rehabilitation Project (the "Project"). The Project will be performed and constructed by Riverside County (the "SPONSOR") with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP).

C&S will provide bidding and contract award services prior to construction and construction observation, design support and quality assurance testing services during construction. Once construction is complete, C&S will produce record drawings and final construction report and assist the County with the grant closeout process.

Services to be provided by C&S Engineers, Inc (the "CONSULTANT") shall include civil and geotechnical engineering services, as applicable, required to accomplish the following items ("Basic Services"):

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Prepare Construction Management Program per FAA AC 15/5370-12B.
2. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
3. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
4. Provide Design Support Services
 - a. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
 - b. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
 - c. Provide interpretation of the Contract Document requirements and advise the Contractor

of these on behalf of the SPONSOR when necessary.

5. Prepare Record Drawings
 - a. Revise and update Contract Drawings
 - b. Furnish the SPONSOR with one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.
6. Prepare monthly reimbursement request packages (approximately 4); coordinate their execution by the SPONSOR; and submit to the FAA.
7. Perform an orderly closeout of the Project as required by the SPONSOR, and the FAA.
 - a. Issue certificates of construction completion to the SPONSOR, and the FAA.
 - b. Prepare final construction report

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of on-site observation by a full-time inspector and supporting staff for approximately 80 days.

1. Construction Observation includes:
 - a. Maintain a Project record in accordance with requirements of the FAA for aviation capital projects.
 - b. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
 - c. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor nor make Consultant responsible for, Contractor's obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
 - d. Attend and conduct pre-construction, pre-paving and pre-installation conferences; weekly progress meetings; and final inspection of the completed Project.
 - e. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project, monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.
 - f. Prepare, review, and approve monthly and final payments to Contractor(s).

- g. Conduct Wage Rate Interviews with prime/subcontractors employees.
 - h. Collect and monitor weekly payrolls for Davis Bacon Act Compliance.
 - i. Conduct pre-final and final inspections of the completed Project with the SPONSOR's airport personnel, the FAA, and the Contractor.
 2. Prepare, finalize, and submit daily inspection reports and weekly FAA reports of construction activity and problems encountered as required by the SPONSOR, and the FAA.

RESPONSIBILITIES/DUTIES OF INSPECTION STAFF

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record.

Inspection activity generally consists of the following records and duties:

1. Inspector's Daily Reports
2. Summary of Inspector's Daily Reports
3. Preparation of FAA Weekly Reports
4. Contractor Daily Reports
5. Preparation of Material Acceptance Reports
6. Preparation of Certification and Testing Log Book
7. Prepare statement of days charged on a weekly basis
8. Conduct Project meetings with Sponsor and Contractors
9. Field measure quantities on a daily basis
10. Preparation of Periodic Payment Request for Contractor
11. Record deviations from the contract plans for preparation of record drawings
12. Preparation and review of Change Orders/Force Account Work

The Construction Observer will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

QUALITY ASSURANCE TESTING

In general, provide periodic material sampling and testing for the Sponsor's quality assurance as described in the Contract Specifications.

RESPONSIBILITIES OF THE COUNTY

1. County responsible for posting tenant notices.
2. County responsible for issuing Notice to Airmen (NOTAMS) as required.
3. County responsible for submitting monthly reimbursement request packages prepared by the Consultant to the FAA.
4. County responsible for providing airport personnel to conduct pre-final and final inspections of the completed project.
5. County responsible for final sign off of Contractor pay applications, change orders, and other contractual items.

END OF SCHEDULE A



**CONSULTING/ENGINEERING
COST SUMMARY
SCHEDULE "B"**

PROJECT NAME Taxiway B, Hangar Taxilanes, and East/West Apron Pavement Rehab
 PROJ DESCRIPTION Construction Management
 CLIENT County of Riverside
 CLIENT MANAGER Angela Jamison

DATE May 03, 2022
 A/E C & S ENGINEERS, INC
 PROJECT NO K45 004 002
 PROJECT MANAGER B Saul

I. DIRECT SALARY, OVERHEAD & PROFIT COSTS:

TITLE	RATE OF PAY			HOURS	=	COST
	(\$/HR)	@				
A ADMINISTRATIVE ASSISTANT	\$ 79.00	X		124	=	\$9,796
B MANAGING ENGINEER	\$ 228.00	X		108	=	\$24,408
C STAFF ENGINEER	\$ 116.00	X		246	=	\$28,536
D SENIOR DESIGNER	\$ 131.00	X		84	=	\$11,004
E RESIDENT ENGINEER	\$ 168.00	X		852	=	\$143,136
TOTAL ESTIMATE OF LABOR:						\$216,880

II. ESTIMATE OF DIRECT EXPENSES:

A TRAVEL BY AUTO	160	mile* @	20	TRIP @	\$0.585	=	\$1,872.00
B PER DIEM	81	DAYS @	1	PERSON @	\$213.00	=	\$17,253.00

TOTAL ESTIMATE OF DIRECT EXPENSES: \$19,125.00

III. SERVICES BY OTHERS:

A QUALITY ASSURANCE TESTING							\$27,580
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TOTAL SERVICES BY OTHERS: \$27,580

III. TOTALS:

TOTAL CONSTRUCTION MANAGEMENT AND DESIGN SUPPORT SERVICES (RATE BASIS): \$263,585.00

C&S ENGINEERS, INC.
ARCHITECTURAL/ENGINEERING
WORK SUMMARY

PROJECT: **Freeway B: Hanger, Taxi-lanes and East/West Apron Pavement Rehab**
 SERVICES: **Construction Management**
 CLIENT: **County of Riverside**
 CLIENT MGR: **Angela Jamison**

Date: **May 03, 2022**
 Service Group Mgr: **L. McIntosh**
 Project Manager: **B. Saul**
 Project Number: **K45 004 002**

Task ID	Phase	Task Description	Architect	Engineer	Surveyor	Other	Administrative Support	Total Labor Hours	Total Labor Cost	Client Fee	Services by Others	Total
Task 1: Construction Contract Administration Phase			120	84	246	108	124	682	\$93,904	\$656.00		\$94,560.00
1.01		Prepare Construction Management Program	8		20	8	8	44	\$6,104			\$6,104.00
1.02		Conduct Pre-Construction Meeting and Weekly Construction Meetings			20	20		40	\$6,840	\$468.00		\$7,308.00
1.03		Review and Process Contractor Pay Requests and Change Orders	24		24	8	24	80	\$10,520			\$10,520.00
1.04		Provide Design Support Services		24	130	40		194	\$27,264			\$27,264.00
1.05		Prepare Record Drawings	8	60	20	8	4	100	\$13,648			\$13,648.00
1.06		Monthly Reimbursement Packages				8		32	\$3,456			\$3,456.00
1.07		Project Closeout & Final Construction Report	80		24	24	56	184	\$26,072	\$188.00		\$26,260.00
Task 2: Construction Observation Phase			732					732	\$122,976	\$18,469.00		\$141,445.00
2.01		Provide Construction Observation Services	640					640	\$107,520	\$18,469.00		\$125,989.00
2.02		Prepare IAA Weekly Reports and Daily Inspection Reports	92					92	\$15,456			\$15,456.00
Task 3: Quality Assurance Testing											\$27,580	\$27,580.00
3.01		Quality Assurance Testing									\$27,580	\$27,580.00
All Tasks Total			852	84	246	108	124	1414	\$216,880	\$19,125.00	\$27,580	\$263,585.00