

Southern California
LOGISTICS AIRPORT

**SOLICITATION PACKAGE
FOR
CC21-035 BUILDING 676 ROOF REPLACEMENT**

BID OPENING DATE AND TIME:

OCTOBER 1, 2020

AT

2:30 P.M. PST

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

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SECTION A

SPECIAL PROVISIONS

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

NOTICE INVITING BIDS

- A. **PROJECT DESCRIPTION:** The SCLAA is requesting sealed bids to furnish all labor, services, materials, tools, equipment, supplies, clean-up, transportation, management, and incidentals required for the proper completion of the work located at Building 676 at the Southern California Logistics Airport ("SCLA"), Project #CC21-035 Building 676 Roof Replacement.
- B. **SEALED BIDS:** Sealed Bid Proposals shall be received by the Southern California Logistics Airport Authority (SCLAA), City of Victorville City Hall, 14343 Civic Drive, Victorville, California, Finance Division, 2nd Floor (Attn: Celeste Calderon), **until 2:30 p.m. PST on OCTOBER 1, 2020** at which time the bids will be publicly opened and read aloud by the Assistant Authority Secretary at Technology Room. **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED AND RETURNED UNOPENED.**
- C. **BID SECURITY REQUIREMENTS:** Bid Proposals must be accompanied by a certified or cashier's check or a corporate surety bond in an amount not less than **ten percent (10%)** of the Bidder's total Bid Proposal amount.
- D. **CONTRACT DOCUMENTS:** A full set of the Contract Documents applicable to this Project including plans, specifications, provisions, requirements, bid proposal and contract forms are available at the City of Victorville's website at <http://www.victorvilleca.gov> under Bids and www.ebidboard.com. For additional information contact Celeste Calderon by phone at (760) 955-5082 or by email at cmcalderon@victorvilleca.gov.
- E. **MANDATORY PRE-BID MEETING/JOB WALK:** A **MANDATORY** pre-bid meeting and job walk has been scheduled for all prospective bidders. The meeting will be held on **SEPTEMBER 15, 2020 at 10:00 A.M. PST** at the SCLA Admin Office, Conference Room B, located at 18374 Phantom West, Victorville, 92394. A **MANDATORY** job walk will immediately follow the pre-bid meeting. A representative of prime contractor shall be in attendance during the entire meeting and shall sign the sign-in sheet to be eligible to bid. SCLAA will not accept Bid Proposals from bidders who do not attend the entirety of this mandatory pre-bid meeting.
- F. **PREVAILING WAGE:** The work contemplated by this project is a public work subject to prevailing wages under the California Labor Code section 1770 *et. seq.* The successful bidder will be required to pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations (DIR) in effect on the date the work is performed.
- G. **TITLE VI SOLICITATION NOTICE:**
The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Date: September 1, 2020

Marcie Wolters, Assistant Authority Secretary

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

INSTRUCTIONS TO BIDDERS

- I. **SEALED BIDS:** Sealed Bid Proposals shall be received by the Southern California Logistics Airport Authority (SCLAA), City of Victorville City Hall, 14343 Civic Drive, Victorville, California, Finance Division, 2nd Floor (Attn: Celeste Calderon), **until 2:30 p.m. PST on OCTOBER 1, 2020** at which time the bids will be publicly opened and read aloud by the Assistant Authority Secretary at Technology Room. Currently, there are no public-accessible bid openings. In an effort to reduce the risk of COVID-19 exposure, formal bid openings will be live streamed on the City's You Tube channel <https://www.youtube.com/cityofvictorville>. Bids shall be submitted in a sealed envelope clearly marked "BUILDING 676 ROOF REPLACEMENTCC21-035". **Emailed, faxed, and late bids will not be accepted.**

All Bid due dates both formally and informally are still in effect and will take place. For those sending their bids/proposals via Fed-Ex, UPS, or other carriers; the City is still accepting deliveries from delivery companies. For those bidders wanting to hand-deliver their bid/proposals to City Hall, please deliver the bid package to the Receptionist.

- II. **MANDATORY PRE-BID MEETING / JOB WALK** - A **MANDATORY** pre-bid meeting and job walk has been scheduled for all prospective bidders. The pre-bid meeting will be held on **SEPTEMBER 15, 2020 at 10:00 A.M. PST** at the SCLA Admin Office, Conference Room B, located at 18374 Phantom West, Victorville, CA 92394. A **MANDATORY** job walk will immediately follow the pre-bid meeting. This pre-bid/job walk meeting has been scheduled to answer questions, allow measurements to be taken, indicate specific details required in this bid, and permit prospective bidders an opportunity to investigate and fully acquaint themselves with existing conditions so they may understand all factors involved in the execution of this project. In no event shall failure to inspect the site constitute grounds for a claim after contract award. All applicable addenda will be posted on ebidboard and the City of Victorville website.

*NOTE: In an effort to reduce the risk of COVID-19 exposure, all contractors entering the SCLA Administration Building for meetings must undergo health screening. Participation in the **MANDATORY PRE-BID/JOB WALK MEETING IS LIMITED TO TWO (2) REPRESENTATIVES PER CONTRACTOR** to allow for proper physical distancing. Exceptions will be considered on a case-by-case basis and must be arranged in advance. The job walk shall take place at Building 676.*

A bid received from a Contractor who is not represented by a duly authorized agent at the pre-bid meeting and job walk shall be considered non-responsive and rejected from further contract award consideration.

- III. **PROJECT DESCRIPTION:** This project involves the reconstruction of a flat hangar roof, consisting of the removal of approximately 71,000 square feet of built-up roofing materials and replacing with Spray Polyurethane Foam (SPF).
- IV. **SUBMISSION DOCUMENTS:** All portions of the bid proposal forms contained in the Submission Certification checklist contained in Section D of this bid package must be completed before the bid proposal is submitted. Failure to do so may result in the bid

being rejected as non-responsive.

- V. **PROJECT QUESTIONS:** Any prospective bidder desiring an explanation or interpretation of the Contract Documents must make a written request to the Purchasing Section (email acceptable). All requests must be received on or before **12:00 P.M. PST SEPTEMBER 24, 2020**, to allow a reply to reach all prospective bidders before the due date for submission of their Bid Proposals. Any information requested by a prospective bidder concerning this solicitation will be furnished promptly to ALL prospective bidders as an addendum to the Contract Documents, assuming that the information is necessary in submitting Bid Proposals of the lack of it would be prejudicial to prospective bidders.

PLEASE NOTE: Oral explanations or instructions, or explanations given by personnel other than purchasing staff are not valid and will not be binding.

- VI. **ENGINEERS ESTIMATE:** Engineer's Estimate is within \$870,000 dollars.
- VII. **LIQUIDATED DAMAGES:** The Contractor shall pay SCLAA the sum of \$3,000 per day for each and every calendar day delay in finishing the work in excess of the **SIXTY (60) CALENDAR DAYS** specified below as Liquidated Damages. The SCLAA withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.
- VIII. **BEGINNING OF WORK AND TIME OF COMPLETION:** The work under this contract shall be diligently prosecuted to completion before expiration of **60 CALENDAR DAYS** beginning on the date specified in the Notice to Proceed.
- IX. **CONTRACT DOCUMENTS:** Bids shall conform with and be responsive to: Notice Inviting Bids, Instructions to Bidders (General Specification); Federal Requirements (if applicable); Required Bid Documents and Proposal Forms; Contract; Bond and Guaranty Forms; General Provisions; Technical Specifications; Appendices; Plans; Bid Addenda; and other documents incorporated in any of the foregoing by reference (hereinafter in these Instructions to Bidders the "Contract documents").
- X. **BONDS AND GUARANTY REQUIRED:** Each Bid Proposal submission must include all the Required Bid Documents and Proposal Forms (Contained in Section D of the Contract Documents and listed on the Submission Certification form therein) and be accompanied by a certified or cashier's check, or by a corporate surety bond (Bidder's Bond) on the form included therein. Such check or Bidder's Bond is the Bidder's guarantee that he/she/it will, if an award is made in accordance with the terms of his/her/its Bid Proposal, promptly secure the insurance and endorsements, Faithful Performance and Payment Bonds and Guaranty required by the Contract Documents and execute a Contract for the work on the required forms (see sample forms in Section E of the Contract Documents "Contract, Bond and Guaranty Forms"). Said check or bidder's bond shall accompany and be enclosed in the same envelope with the Bid Proposal. Said Bidder's Bond shall be in an amount not less than ten percent (10%) of the total amount of the Bid Proposal.

The Faithful Performance and Payment Bonds shall be for amounts not less than one hundred percent (100%) of the total amount of the Bid Proposal price named in the Contract. Bonds shall be issued by responsible corporate sureties, licensed and authorized to issue surety bonds in California. The SCLAA reserves the right to reject any bond if, in the opinion of the Airport Director, the Surety's acknowledgement is not in the form included in the

Contract Documents or in another form substantially as prescribed by law.

The successful Bidder shall also execute a Guaranty Form to warranty the work done and material provided for the period of one (1) year to ensure the Contractor repairs or replaces any defective or faulty work or materials.

- XI. SUBCONTRACTING:** In accordance with the provisions of Sections 4100 through 4113, inclusive, of the California Public Contract Code (“Subletting and Subcontracting Fair Practices Act”), each Bidder shall submit with his/her/its Bid Proposal on the List of Subcontractors form included in Section C of the Contract Documents: the name and location of place of business, and Contractor’s License Number of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in an amount in excess of one-half of one percent (0.5%) of the principal Contractor’s bid (or in the case of the construction of streets, highways and bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater); and shall state the portion (type) and percentage of the total contract work which will be done by each such subcontractor. If no subcontractor is listed for a portion of the work, then the Contractor is required to perform that portion with his own forces.

The List of Subcontractors form must be completed in its entirety and submitted as part of Bidder’s Bid Proposal, together with all other Required Bid Documents and Proposal Forms. If there are no subcontractors, the form shall be submitted with “None” stated thereon.

The Contractor shall perform with its own organization contract work amounting to not less than fifty-one percent (51%) of the total original contract price. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the amount of work required to be performed by the contractor’s own organization.

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

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

- XII. APPRENTICES ON PUBLIC WORKS:** The Contractor shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on public works projects. Prior to commencing work on a contract for public works, contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public works. Contractor and subcontractor shall provide and keep accurate payroll records and shall be available for inspection by the Labor Standards Enforcement (full texts of these codes are available at <http://www.leginfo.legislature.ca.gov/>).

- XIII. INSURANCE REQUIREMENTS:** During the term of the Contract, the Contractor shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the work hereunder by the Contractor, their agents, representative, employees or subcontractors.

Minimum Scope of Insurance

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Contractor shall be required to procure and maintain at its own expense, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further be required to procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

COURSE OF CONSTRUCTION/INLAND MARINE INSURANCE

Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom it performing any work under this agreement shall be required to purchase, and maintain insurance to the full contract and insurable value thereof commonly referred to as a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage for all materials, supplies, equipment, and property obtained by, or for Contractor, which is to become part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom is performing any work under this agreement shall also be responsible for insuring their owned, leased/rented or borrowed equipment. Insurance should also include a Loss Payee, and a Waiver of Subrogation Endorsement(s) in favor of the SCLAA.

ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the SCLAA and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the Authority Legal Counsel, are named as Additional Insureds.

WAIVER OF SUBROGATION RIGHTS

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the SCLAA and its officers, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

WORKERS' COMPENSATION INSURANCE

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Agreement.

PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the Authority Secretary certificates of said insurance at least one (1) day prior to the commencement of any services to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the SCLAA of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

e. The Commercial General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Contractor's service coverage shall be primary with respect to the SCLAA. Any insurance maintained by the SCLAA shall be in excess of Contractor's insurance and shall not contribute to it.

Contractor shall review the sample agreement, attached hereto, for additional required insurance criteria.

XIV. PERMITS AND LICENSES: The Contractor shall obtain all necessary licenses and permits, including but not limited to a City of Victorville business license. Contractors shall be licensed in accordance with the laws of California and must hold a valid CLASS "A", or "B"

or “C39” license. Contractor shall also obtain all required permits prior to commencing work and shall submit the work in progress to periodic inspection by the SCLAA and shall honor all correction notices issued by same. Any contractor not so licensed shall be subject to penalties imposed by such laws. Bidders shall possess the appropriate license at the time the Bid Proposal is submitted.

XV. BID PROPOSAL REQUIREMENTS AND CONDITIONS: Bidders shall visit the site and take other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from the responsibility for estimating correctly the difficulty and cost of successfully performing the work. The SCLAA will not assume responsibility for any understanding or representations concerning the conditions made by any of its officers or agents prior to execution of the Contract, unless included in the Contract Documents.

XVI. PREVAILING WAGES: In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

AB219 (as applicable) adds Section 1720.9 to the Labor Code the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency and subdivision of the state Section 1720.9 defines the term “ready-mixed” concrete and specifies that the rate of pay shall be the current prevailing wage “for the geographical area in which the factory or batching plant is located” as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services.

The delivery company shall provide certified payroll records under Labor Code section 1776(1) to the party that engaged its services and to the general contractor. The time record must be certified by each driver for the performance of job duties.

The contractor and all subcontractors shall comply with **all** applicable Federal and State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting www.dir.ca.gov for State of California. Additionally, copies of the State prevailing rate of per diem wages rates are on file at the City of Victorville Finance Division, and shall be made available for review to any interested party on request.

Contractor shall be solely responsible for using the correct wage decision and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code (1720, 1770-1776, 1810, 1813, and 1815, as amended), California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Contractor further acknowledges and agrees that

it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

- XVII. SENATE BILL 854 REQUIREMENTS:** Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- XVIII. ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):** Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. For more information, please go to www.dir.gov under Labor Law Public Works. A copy of proof of payroll submission is required with each invoice to the SCLAA.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

- XIX. AWARD OF CONTRACT:** The SCLAA reserves the right to reject any and all Bid Proposals and waive any irregularities or informalities in any Bid Proposal or in the bidding. The SCLAA further reserves the right to award the Contract to other than the lowest bidder if such action is deemed to be in the best interest of the SCLAA. The award of a construction contract, if one is to be awarded, shall be made within (90) calendar days of the date specified for publicly opening Bid Proposals, unless otherwise specified herein. Award of a construction contract, if an award is made, shall be to the lowest responsible bidder whose Bid Proposal conforms to the Contract Documents. For the purposes of evaluating the lowest Bid Proposal price and selecting the lowest bidder, the lowest Bid Proposal price shall be the lowest total of the summation of all individual line items on the Bid Proposal Forms.

The Bidder's signature on the Bid Proposal Forms shall constitute a commitment on the part of the Bidder to furnish the equipment, materials, supplies, and labor required to perform the contemplated work, for the amount set forth on the Bid Proposal Price Schedules contained therein, and in accordance with all the required provisions of the Contract Documents. The Bidder to whom the contract is awarded shall be notified in writing upon approval of the award by the SCLAA Board.

- XX. EVALUATION OF BIDS:** The SCLAA reserves the right to accept or reject any and all Bid Proposals and to award a Contract to the bidder who best meets its requirements. Relevant factors that shall be considered in evaluating the Bid Proposals are: completeness and accuracy of the Bid Proposal; length and nature of warranties; anticipated length of life of materials; contractor's qualifications; as well as the lowest and best price.
- XXI. EXECUTION OF CONTRACT:** The Contract shall be signed by the successful bidder and returned, together with the required bonds, guaranty, evidence of required insurance policies and endorsements, and City of Victorville Business License within ten (10) days, not including Saturday, Sunday, and legal holidays, after the date the bidder has received

the Contract for execution. A fully executed Construction Contract will be provided to the awarded Contractor during the pre-construction meeting. All submittals must be approved by the Project Manager and a Notice to Proceed will be issued prior to beginning of work.

- XXII. FAILURE TO EXECUTE CONTRACT:** Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the Contract and file acceptable bonds and meet the other requirements set forth in the Contract Documents within 10 days, not including Saturday, Sunday, or legal holidays, after the bidder has received the Contract for execution, shall be just cause for the forfeiture of the Bidder's bid security (cash or bond). The successful bidder may file with the SCLAA a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the Contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the Contract and furnish acceptable bonds within the time hereinbefore prescribed.
- XXIII. RETURN OF PROPOSAL GUARANTEES:** The proposal guaranties accompany the proposals of the first, second and third lowest responsible bidders will be retained until the Contract has been fully executed, after which those proposal guaranties, except bidder's bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose proposal they accompanied. The proposal guaranties, submitted by all other unsuccessful bidders will be returned upon determination, by the SCLAA, of the first, second and third lowest responsible bidders.
- XXIV. PROHIBITED INTEREST:** No member, officer, or employee of the SCLAA engaged in the selection, award, or administration of this Contract shall have any prohibited conflict of interest, whether real or apparent, in this Contract or the proceeds thereof.
- Furthermore, the parties hereto covenant and agree that to their knowledge no member, officer, or employee of the SCLAA has any interest, whether contractual, non-contractual, financial, or otherwise, in this transaction or in the business of the contracting party other than the SCLAA, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made, in writing, to the other party or parties; even if such interest would not be considered conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Chapter 4 of Title 1 of the Government Code of the State of California.
- XXV. AFFIRMATIVE ACTION:** The SCLAA hereby notifies all bidders that it will affirmatively ensure that, in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.
- XXVI. WITHDRAWAL OF PROPOSALS:** Any bid may be withdrawn at any time prior to date and time indicated in paragraph B, "Sealed Bids" of the Notice Inviting Bids only by written request for the withdrawal of the Bid Proposal received by the SCLAA. The request shall be executed by the bidder or bidder's duly authorized representative.
- XXVII. RELIEF OF BIDDERS:** Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the Bid Proposal presented, the bidder shall give the SCLAA written notice within 5 days, not including

Saturday, Sunday and legal holidays, after the opening of the Bid Proposals of the alleged mistake, specifying in the notice in detail how the mistake occurred.

XXVIII. ATTORNEY'S FEES: Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the parties to this Contract concerning this Contractor the rights and duties of either in relation thereto, the parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

XXIX. INDEMNIFICATION: Notwithstanding the limits of any insurance, Contractor shall indemnify the SCLAA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:

Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

- a. Contractor will promptly pay any judgment rendered against the SCLAA, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents, employees, subcontractors or invitees) negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the SCLAA, its officials, volunteers, officers, agents, and employees harmless therefrom;
- b. In the event the SCLAA, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the SCLAA, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the SCLAA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to SCLAA.
- c. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise

from, in connection with, as a consequence of, or pursuant to, any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all subcontractors.

XXX. TERMINATION FOR CONVENIENCE: The SCLAA may, by written notice, terminate this Contract in whole or in part, when deemed in the SCLAA's interest. Upon termination of this Contract, the SCLAA shall only be liable for payment under the payment provisions of this Contract for services rendered or supplies furnished prior to the effective date of termination.

XXXI. TERMINATION FOR DEFAULT: In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) calendar days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) calendar days, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) calendar days, so long as the defaulting party commences to cure such default within ten (10) calendar days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Contract. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

XXXII. DISPUTES: Except for such claims as defined in and covered by California Public Contract Code section 9204 (a copy of which is included in Appendix C) any controversy or claim arising out of or relating to the provisions of any Construction Contract awarded for this project, or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

XXXIII. OWNERSHIP OF DOCUMENTS: All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Contract shall be the property of the SCLAA and shall be delivered to the SCLAA upon request of the Airport Director or his designee or upon the termination of this Contract, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the SCLAA of its

full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to the SCLAA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify the SCLAA for all damages resulting there from.

- XXXIV. UNFAIR BUSINESS PRACTICE CLAIMS:** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).
- XXXV. SEVERABILITY:** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Construction Agreement meaningless.
- XXXVI. WAIVER:** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Construction Agreement.
- XXXVII. SUBSTITUTION OF SECURITIES:** Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Contract for the work to be performed will be permitted at the request and expense of the successful bidder.
- XXXVIII. PAYMENT:** On or about the first of each calendar month, the Contractor shall request payment for the work performed prior to such date. Each payment request shall be accompanied by the updated progress schedule indicating progress achieved to that date.

Upon approval by the Airport Director, or the designee, of the Contractor's estimate of work completed, the SCLAA will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of five (5) percent and less the total of all previous payments. Retention held will be released 45 days after the Notice of Completion has been accepted by the SCLAA Board of Directors.

In preparing estimates, the material delivered on the site, preparatory work done, and the

cost of bonds and insurance paid may be taken into consideration.

The making of any payment to the Contractor under this Contract shall not relieve the Contractor of its obligation hereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the SCLAA such completed work, finished product or structure as is specified in the Contract, at the time or times specified, and until this Contract is fully performed by the Contractor and the work, product, or structure produced thereby is accepted by the SCLAA, the Contractor shall be obligated to repair, replace, restore, or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen, or otherwise injured in any way; provided, however, that with respect to any major unit of the type mentioned in this section, this particular obligation of the Contractor will terminate upon the completion of the Contract and acceptance by the SCLAA of such major unit, and provided further that all work, any structure, materials, and equipment covered by any partial payment is made.

When a "Notice to Withhold" is served upon the SCLAA, pursuant to the lien statutes of the State of California, to withhold sufficient funds from payments to the Contractor in support of a claim resulting from default by the Contractor in payment for labor or materials used in the execution of this Contract, the SCLAA will withhold from payments due the Contractor, an amount of money equal to the amount of the claim stated in the "Notice to Withhold," and an additional amount equal to twenty-five percent (25%) of the amount of said claim to defray any costs of litigation in the event of court action on the claim, for a total withholding of one and one-quarter (1¼) times in the stated amount of the claim.

The Contractor will be required, in requests for payment, to certify, under penalty of perjury, the following:

1. Not less than the greater of the States prevailing wage rates, as set forth in the Contract for this work, have been paid all laborers, and workmen employed to perform this work. If the Airport Director or his designee authorized an employee to work more than eight (8) hours in a day the rate of one and one-half times the employee's regular rate of pay must be paid for all hours of work in excess of eight hours.
2. There were no substitutions of subcontractors, no assignments or transference of subcontractors, except as approved by the Airport Director or his designee.
3. All the provisions of the Contract Documents and the Victorville Municipal Code, pertaining to non-discrimination in employment have been compiled with.
4. The Record Drawings maintained on the job have been complied with all changes made after the previous request for payment.

PROOF OF PAYROLL AND LIEN RELEASES - The SCLAA shall make payments on any properly completed payment request submitted by the Contractor. Contractor and subcontractors on all public works projects must use the Department of Industrial Relations Electronic Certified Payroll Reporting system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new

system. For more information please go to www.dir.ca.gov under Labor Law Public Works.

Proof of Payroll submissions and appropriate Lien Releases are required with each invoice to the SCLAA. Payment of the invoice may be delayed when Proofs of Payroll submissions and/or lien releases are not included with the invoice. An error on the part on any awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code (1770 - 1776).

If payments are to be made for materials or equipment not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditional upon submission by the Contractor of bills of sale or such other procedures satisfactory to the SCLAA to establish the Airport's title to such materials or equipment or otherwise protect the Airport's interest, including applicable insurance and transportation to the site.

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment will pass to the SCLAA upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances - hereinafter referred to in this section as "liens".

XXXIX. PROTECTION OF EXISTING UTILITIES: The Proposer shall call Underground Service Alert (USA) at (800) 422-4133, two (2) working days in advance of beginning work so they can mark utilities. Whenever the improvement requires the relocation or replacement of an existing utility under the Contract, this information will be shown on the Plans. Unless this notation is shown on the Plans, the Proposer shall assume that the utility is to remain in place or be relocated or replaced by others.

The Bidder is responsible for the protection of any utilities and for any damage to any such utility during the prosecution of the work. Any damage to a utility shall be repaired to the satisfaction of the organization owning the facility. SCLAA reserves the right, if so requested by the owning utility, to permit the owning utility to repair such damage, and all expenses of whatever nature arising from such damage shall be borne by the Bidder.

XL. AMERICANS WITH DISABILITIES: The Bidder shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XLI. GUARANTY: A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the Proposal.

XLII. HIRING OF UNDOCUMENTED IMMIGRANTS PROHIBITED: Contractor shall not hire or employ any person to perform work within the City of Victorville or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

XLIII. GENERAL CIVIL RIGHTS PROVISIONS: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

SECTION B
Federal Requirements
(N/A)

SECTION C

Scope of Work

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

SCOPE OF WORK

This Project involves the reconstruction of a flat hangar roof, consisting of the removal of approximately 71,000 square feet of built-up roofing materials and replacing with Spray Polyurethane Foam (SPF). This project would entail removing approximately 5" of built-up roofing materials and disposing of the waste appropriately. The existing metal roof decking will be power-washed and cleaned, removing any remaining asphalt mastic. The metal roof decking will then be covered in primer and the Spray Polyurethane Foam (SPF) will be applied with two 1" layers of foam, reaching a 2" nominal thickness on the entire roof. Elastomeric Acrylic coating will then be applied over the top of the foam. This project also includes the removal of 13 roof protrusions and the removal and replacement of 12 drains. This project shall be completed in 60 calendar days.

Provisions:

1. Mobilization shall be limited to 3 percent of the total project cost. Contractor shall send 2-4 employees to an Airport Badge Training course to obtain an airport badge for Gate/ AOA access. This training is approximately 2-3 hours in length and requires passing a written test prior to badge being distributed.
2. The SCLA shall obtain all necessary licenses and permits prior to commencing work. The Contractor shall obtain a City of Victorville business license prior to commencing work.
3. Contractor shall be required to furnish all labor, equipment, supplies and materials, transportation, and storage to perform all operations necessary to complete the project.
4. Contractor shall be responsible to haul away all debris from job site in compliance with all local, state, and federal regulations. Landfill site disposal trip tickets must be remitted to the Authority prior to payment.
5. Contractor shall provide protection and ways of mitigating overspray when SPF foam and elastomeric is applied.
6. Contractor shall submit product submittals (included in technical specifications).
7. A Pre-construction meeting shall be held with appropriate tenants and airport staff prior to work commencing. Contractor shall provide a schedule prior to pre-construction meeting.
8. Contractor shall hold bids for at least 140 days
9. Contractor shall provide a standard one-year Public Works warranty. No additional warranty requested

TECHNICAL SPECIFICATIONS

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

TECHNICAL SPECIFICATIONS

<u>Bid Item</u>	<u>Description</u>
101	Mobilization shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items. This item shall include personnel training, where the contractor shall send 2-4 employees to an Airport Badge Training course to obtain an airport badge for Gate/ AOA access. This training is approximately 2-3 hours in length and requires passing a written test prior to airport badge being distributed. This bid item shall be limited to 3 percent of the total project cost.
102	Contractor to remove and properly dispose of approximately 71,000 square feet of roof, including all flashing, as shown on Exhibit A. An asbestos report has been included which shows no asbestos present. The nominal thickness of the roof layers is approximately 5" as shown on Exhibit B. Core samples are available for contractor inspection at time of bid walk. This item requires landfill site disposal trip tickets be remitted to the Authority prior to payment for this item.
103	Replace approximately 1,700 linear feet of flashing similar to what was removed.
104	Contractor shall clean and power wash with water all metal decking. Asphalt mastic shall be scraped off.
105	<p>Inspection and marking of roof deck sections will take place after roofing has been completely removed and cleaned. The inspection will be performed by the City Inspector, an Authority appointed representative, and contractor appointed representative. The purpose of the inspection will be as follows:</p> <ol style="list-style-type: none"> 1. To comply with the City Inspector requirements to ensure that all rusted roof deck is removed. If more than 50% of a 3' x 20' metal roof panel is covered in rust, the whole panel must be replaced 2. Ensure the Authority is satisfied that enough suspect roof deck is removed and replaced. 3. To determine the total square footage and locations of metal roof decking to be removed and replaced, including areas which were covered with plywood. <p>Contractor shall provide all materials for replacement/repair of all metal decking identified during inspection. The metal roof decking shall be replaced with 1.5" narrow rib roof deck (Exhibit C). Contractor shall provide product submittal prior to construction. The metal roof decking shall be reconstructed as follows:</p> <ol style="list-style-type: none"> 1. Metal deck repairs shall overlap existing roof deck by at least 4". 2. Metal roof decking will be fastened with #10 self-tapping screws, spaced 6" apart, with sufficient length to penetrate the joist, where needed. 3. No repair or replacement of metal deck shall be smaller than 3' x 4'. 4. This item shall be paid per square footage of existing metal roof decking removed. 5. With regards to repairs performed pursuant to Bid Item #107, metal roof decking may be smaller than 3' x 4', as long as there is a 4" overlap over existing roof deck.
106	Contractor shall remove and replace all existing drains with new drains similar to that shown in original roof plans (Exhibit D). Contractor shall provide all materials and labor. Contractor shall provide product submittal prior to construction.

107	Contractor shall remove and dispose of all 13 protrusions (Exhibit E). All protrusions shall be removed below the roof deck and holes will be repaired with metal roof decking. Due to lack of space to reach many areas of the roof deck from below, roof deck may be removed to access protrusions to allow for cutting. The repair of these holes will be performed and paid via Bid Item #105.
108	Contractor shall provide and apply Everest Everprime Metal Rust Inhibitive Primer, or equivalent, to the metal roof decking at a rate of 1 gallon per 100 square feet of metal roof decking (Exhibit F). Areas of metal roof decking with light rust or light residual mastic shall receive two coats. Contractor shall provide product submittal prior to construction.
109	Contractor shall provide and apply spray polyurethane foam (SPF) Everest Closed-Cell Roofing Foam System, or equivalent, in accordance with manufacturers specifications and instructions (Exhibit G). SPF shall be applied at a 2" nominal thickness on entire roof, with two passes of 1" each. The SPF shall be uniformly terminated a minimum of 4" above the roofline at all penetrations (except drains). The final sprayed polyurethane foam shall be smooth and free of surface deformities. Foam surfaces termed "popcorn" or "treebark" are not acceptable (Exhibit I). Such defective areas shall be removed and refoamed to an acceptable surface. Contractor shall provide product submittal prior to construction.
110	Contractor shall provide and apply three coats of Henry Permax 108 Elastomeric Acrylic coating, or equivalent, in accordance with manufacturers specifications and instructions (Exhibit H). The three coats will consist of a white base coat, gray middle coat, and white topcoat, with each coat equating to 14 mils dry. No granules will be added to the final coating. After each coat of elastomeric has been applied, the cured dry film thickness shall be checked by taking slit samples and examining under magnification. Areas that are found to have less than the thickness specified shall require additional elastomeric coating. Contractor shall provide product submittal prior to construction.

SECTION D

PROPOSALS AND SUBMITTALS

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

SUBMISSION CERTIFICATION

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled “**BUILDING 676 ROOF REPLACEMENT, PROJECT CC21-035**” All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- _____ Submission Certification
- _____ Bid Proposal
- _____ Proposal Instructions
- _____ Bid Proposal Form (Price Schedule)
- _____ Bidder Identification
- _____ Customer References
- _____ Contractor’s Qualification Statement
- _____ Worker’s Compensation Certification
- _____ Signature Authorization
- _____ List of Subcontractors
- _____ PCC Section 10162 Questionnaire
- _____ PCC Section 10285.1 Statement
- _____ PCC Section 10232 Statement
- _____ Bidder’s Bond
- _____ Non-Collusion Declaration
- _____ Senate Bill 854
- _____ Debarred Certification Acknowledgement
- _____ Acknowledgement Pages for All Bid Addenda (if applicable)

My signature on this Submission Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted attached hereto as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my Bid Proposal.

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

BID PROPOSAL

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
14343 Civic Drive
Victorville, CA 92392

SUBJECT: PROJECT #CC21-035 Building 676 Roof Replacement

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded to him and to furnish any and all plant, labor services, materials, tools equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents for **PROJECT #CC21-035 BUILDING 676 ROOF REPLACEMENT**, and to do everything required therein for the **Construction of Improvements**, together with appurtenances thereto, and to complete all such work in strict conformity therewith within the time limits set forth therein, and he will accept as full payment therefor the prices set forth in the Bid Proposal Price Schedules forming a part hereof.

() Cashier's Check () Certified Check () Bid Bond properly made payable to the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, hereinafter designated as the Owner, for the sum of _____ Dollars, (\$ _____), which amount is not less than ten percent (10%) of the total amount of this Bid Proposal, is attached hereto and is given as a guarantee the undersigned will execute the Contract and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said funds shall be forfeited to the Owner, of Surety's liability to the Owner for forfeiture of the amount of the Bond shall be considered as established.

IT IS UNDERSTOOD AND AGREED THAT:

1. The undersigned has carefully examined all the Contract Documents (as previously defined on the Submission Certification) which will form a part of the Contract upon award by the SCLAA; and
2. The undersigned has by investigation at the site of the work and otherwise satisfied himself concerning the nature and location of the work and has fully informed himself concerning all conditions and matters which can in any way affect the work or the cost thereof; and
3. The undersigned fully understands the scope of the work and has carefully checked all words and figures in this Bid Proposal and he further understands the SCLAA will in no way be responsible for any errors or omissions in the preparation of this Bid Proposal and the Price Schedules; and
4. If this Bid Proposal is accepted, the undersigned will execute the Contract and the Guaranty, furnish the required Performance and Payment Bonds in amounts equal to 100% of the total Bid Proposal price, and provide proof of insurance coverage and endorsements within ten (10) days (not including Saturdays, Sundays and legal holidays) after notice to him of acceptance of

his Bid Proposal by the SCLAA. If this Bid Proposal shall be accepted and the undersigned shall fail to execute the Contract and provide all the items aforesaid within said ten (10) days, the SCLAA may, at its option, determine the bidder has abandoned the Contract, and thereupon this Bid Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Bid Proposal shall operate and the same shall be the property of the SCLAA; and

5. The undersigned hereby certifies this Bid Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham Bid Proposal, or any other person, firm, or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder; and

NOW, in compliance with the Contract Documents for **PROJECT #CC21-035 BUILDING 676 ROOF REPLACEMENT**, and all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to furnish all equipment and materials and perform the all the labor required to complete the entire work for the prices set forth in the attached Bid Proposal Price Schedules.

DATED this _____ day of _____, 2020

BIDDER: _____

BY: _____

TITLE: _____

BIDDER'S ADDRESS: _____

BIDDER'S TELEPHONE NUMBER: _____

BIDDER'S EMAIL ADDRESS: _____

CONTRACTORS' LICENSE NUMBER AND EXIRATION DATE: _____

CONTRACTORS' LICENSE CLASSIFICATION(S) _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

BID PROPOSAL INSTRUCTIONS

Bid Proposals are required for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each item of work, in clearly printed figures, the unit price and total for the line item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Engineer's Cost Estimate.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the Bid Proposal may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the Bid Proposal may be deemed irregular unless the project being bid has only a single item and a clear, readable total Bid Proposal price is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bid Proposals on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a Bid Proposal and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity, which may occur in a Bid Proposal. Any situation not specifically provided for will be determined in the discretion of the SCLAA, and that discretion will be exercised in the manner deemed by the SCLAA to best protect the public interest in the prompt and economical completion of the work. The decision of the SCLAA with respect to the amount of a Bid Proposal, or the existence or treatment of an irregularity in a Bid Proposal, shall be final.

ACKNOWLEDGEMENT:

BIDDER: _____

SIGNATURE

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

BID PROPOSAL FORM (PRICE SCHEDULE)

The undersigned declares that he has carefully examined the site of the proposed work, the proposal, plans, Specifications, Special Provisions, and other Contract Documents. Bidder shall satisfy themselves to the character, quality, and quantities of work to be performed, availability of materials, tools, equipment, incidentals and labor to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications to complete all the work for Building 676 Roof Replacement, Project CC21-035 in accordance with all the provisions of the Contract Documents for the prices set forth in the following schedule:

BID ITEM	DESCRIPTION	UOM	BID QTY.	UNIT PRICE	TOTAL
101	Mobilization	LS	1		
102	Contractor shall complete the removal of original roof to expose the metal decking	SF	71,000		
103	Contractor shall remove and replace metal flashing	LF	1,700		
104	Contractor shall replace metal decking with 1.5" narrow rib roof deck reconstructed as original	SF	18,000		
105	Cleaning metal roof decking	SF	71,000		
106	Contractor shall remove and replace all drains	EA	12		
107	Contractor shall remove protrusions from roof	EA	13		
108	Prime metal roof decking	SF	71,000		
109	Apply 2" Spray Polyurethane Foam (SPF) on roof	SF	71,000		
110	Apply acrylic elastomeric protective coating	SF	71,000		
	TOTAL BID				\$

TOTAL BID IN NUMBERS \$ _____

TOTAL BID IN WORDS: _____

Contractor: _____

By: _____

Signature _____ Date _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

BIDDER IDENTIFICATION

1. Legal name of Bidder: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
 Sole Proprietor Partnership Corporation
Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Bidder's principal place of business is located.
Number: _____ Issuing City: _____
9. Federal Tax Identification Number: _____
10. Contractor's License Number and Expiration Date: _____
11. Bidder's Project Manager: _____
12. Name and Title of Authorized to Sign the Legal Documents: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

CUSTOMER REFERENCES

Bidder: _____

FOR THE MOST RECENT WORK PERFORMED: LIST AT LEAST FOUR (4) PROJECT OWNERS FOR WHOM YOU HAVE PERFORMED SIMILAR AIRFIELD PAVING WITHIN THE PAST FIVE (5) YEARS

1.	Name of Owner:	
	Address	
	Email Address	
	Authorized Owner Representative Name, Title & Phone #:	
	Contract Amount and Completion Date:	
	Percentage of work performed by Bidder's own forces	
	Project Name	
	Project Description:	

2.	Name of Owner:	
	Address	
	Email Address	
	Authorized Owner Representative Name, Title & Phone #:	
	Contract Amount and Completion Date:	
	Percentage of work performed by Bidder's own forces	
	Project Name	
	Project Description:	

3.	Name of Owner:	
	Address	
	Email Address	
	Authorized Owner Representative Name, Title & Phone #:	
	Contract Amount and Completion Date:	

Percentage of work performed by Bidder's own forces	
Project Name	
Project Description:	

4	Name of Owner:	
	Address	
	Email Address	
	Authorized Owner Representative Name, Title & Phone #:	
	Contract Amount and Completion Date:	
	Percentage of work performed by Bidder's own forces	
	Project Name	
	Project Description:	

5.	Name of Owner:	
	Address	
	Email Address	
	Authorized Owner Representative Name, Title & Phone #:	
	Contract Amount and Completion Date:	
	Percentage of work performed by Bidder's own forces	
	Project Name	
	Project Description:	

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO:

Corporation	_____
Partnership	_____
Individual	_____
Joint Venture	_____
Other	_____

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

(Note: Attach separate sheets as required)

- 1.0 How many years has your organization been in business as a general contractor?
- 2.0 How many years has your organization been in business under its present business name?
- 3.0 If a corporation answer the following:
 - 3.1 Date of incorporation:
 - 3.2 State of incorporation:
 - 3.3 President's name:
 - 3.4 Vice-president's name(s):
 - 3.5 Secretary's or Clerk's name:
 - 3.6 Treasurer's name:
- 4.0 If individual or partnership, answer the following:
 - 4.1 Date of organization:
 - 4.2 Name and address of all partners. (State whether general or limited partnership.):
- 5.0 If other than corporation or partnership, describe organization and name principals:
- 6.0 We normally perform _____% of the work with our own forces. List trades below:
- 7.0 Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
- 8.0 List name of project, Owner, Authorized Owner Representative, contract amount, percent complete and schedule completion of the similar runway paving projects your organization has in process on this date:

9.0 On Customer References form, list the name of project, Owner, Authorized Owner Representative, contract amount, date of completion, percent of work with own forces of the similar runway paving projects your organization has completed in the past five years.

10.0 Name of bonding company and name and address of agent:

11.0 Dated at _____

this _____ day of _____, 20 _____

Name of organization: _____

By: _____

Title: _____

12.0 M _____, being duly sworn deposes and

says that he (she) is the _____, of Contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public:

My commission expires:

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

SIGNATURE AUTHORIZATION

Contractor/Bidder: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to SCLAA for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

SIGNATURE

- B. The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An Individual
 A Partnership, Partners' names:
 A Company
 A Corporation

2. I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

3. My business is owned by a minority whose ethnicity is: _____

My business is owned by a woman.

My business is owned by a disabled veteran.

My business is owned by a woman.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

LIST OF SUBCONTRACTORS

The bidder is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the California Public Contract Code.

The contractor shall perform with its own organization contract work amounting to not less than fifty one percent (51%) of the total original contract price, excluding any specialty items designated by the City. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the amount of work required to be performed by the contractor's own organization.

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

DIR Registration Number: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

DIR Registration Number: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

DIR Registration Number: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

DIR Registration Number: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

DIR Registration Number: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

DIR Registration Number: _____

Please initial if no sub _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

PCC SECTION 10162 QUESTIONNAIRE

In accordance with PCC Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes ____ No

If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

PCC SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BIDDER'S SIGNATURE

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
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PCC SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BIDDER'S SIGNATURE

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

BIDDER'S BOND

TO ACCOMPANY COST PROPOSAL FORM

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, _____, as Principal, and _____, as Surety, are held and firmly bound unto the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA) in the sum of TEN PERCENT (10%) of the total amount of the Bid Proposal of the Principal, to be paid to the SCLAA, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assignees, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS, said Principal has submitted a Bid Proposal to SCLAA for the certain construction for which Bid Proposals are to be opened at Technology Room, City of Victorville City Hall, 14343 Civic Drive, Victorville CA 92392 on **OCTOBER 1, 2020 at 2:30 p.m. PST**, as shown on the Contract Documents entitled **PROJECT #CC21-035 BUILDING 676 ROOF REPLACEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract, and within the time and manner required under the said Contract Documents, enters into a written Contract, in the prescribed form, in accordance with his/hers/its Bid Proposal and the Contract Documents and files the two (2) required Bonds with the SCLAA (one (1) to guarantee faithful performance and one (1) to guarantee payment for labor and materials as required by law), and provides the required Guaranty and insurance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is **brought upon this Bond by the SCLAA and judgment is recovered, the Surety shall pay all costs incurred by the SCLAA** in such suit, including a reasonable attorney's fee to be fixed by the Court.

Accompanying this Bid Proposal is \$_____ ()Cash, ()Cashier's Check, ()Certified Check, ()Bidder's Bond in the amount equal to at least ten percent (10%) of the total price set forth in the Bid Proposal.

The UNDERSIGNED further agrees that in case of default in executing the required Contract together with the necessary bonds, Guaranty and insurance within the period of time provided by the Bid Proposal requirements, the proceeds of the security accompanying this Bid Proposal shall become the property of the SCLAA, and this Bid Proposal and the acceptance thereof may be considered null and void.

Principal is licensed in the State of California in accordance with an act providing for the registration of Contractors, License No. _____.

PRINCIPAL

SURETY

_____	_____
_____	_____
_____	_____

(Seal)

ADDRESS

NOTE: Signature of the party executing for the Surety must be properly acknowledged.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

NON-COLLUSION DECLARATION

**TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)**

The undersigned declares:

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

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

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

Signature

Company Name

Printed Name

Title

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
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SENATE BILL 854

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works Contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All Contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The SCLAA will not register a Contractor/subcontractor, nor collect funds for registration.

Starting July 1, 2017, the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractor are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition, or repair
- \$15,000 for maintenance

The SCLAA as applicable will be required to fill out a form alerting the DIR of the services you are providing the SCLAA. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR?

Yes _____ **No** _____ If yes, what is your registration number? _____
(please submit proof of your registration)

Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

(b) The Offeror/Bidder shall provide immediate written notice to the SCLAA if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Bidder's responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the City may render the Offeror/Bidder nonresponsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

The Offeror/Bidder certifies that the foregoing is true and correct:

Offeror/Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

SECTION E

SAMPLE FORMS

**CONSTRUCTION CONTRACT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
CONTRACTOR
FOR
BUILDING 676 ROOF REPLACEMENT
PROJECT #CC21-035**

THIS CONSTRUCTION CONTRACT (“Contract”) is made and entered into by and between the Southern California Logistics Airport Authority, a joint powers authority located in the County of San Bernardino, State of California, hereinafter referred to as “SCLAA”, and **CONTRACTOR NAME**, a [type of business (corporation, general contractor, etc.)], hereinafter referred to as “Contractor”. The SCLAA and the Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS:

WHEREAS, the **TAXILANE** at the Southern California Logistics Airport requires **WIDENING** (the “Project”); and

WHEREAS, on **DATE** the SCLAA issued a Notice Inviting Bids to contractors for the Project. In response, Contractor submitted a Bid Proposal which the SCLAA determined to be the lowest responsive bidder; and

WHEREAS, Contractor is a duly organized [type of business (corporation, general contractor, etc.)] in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on **DATE**, the SCLAA Board of Directors duly accepted Contractor’s Bid Proposal for the Project and directed that a written contract for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid Proposal, the SCLAA desires to retain Contractor to perform the construction work as set forth herein and in the Contract Documents for **PROJECT #CC20-045 TAXILANE CONCRETE WIDENING**.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference.

Section 2. CONTRACT DOCUMENTS; PRIORITY

a. This Contract consists of the following documents (the "Contract Documents"), all of which are made part of this Contract and are listed in the order of precedence below. If there is a conflict between the component parts of the Contract Documents, the document highest in precedence in the list below controls, **except that in the event of a discrepancy between any documents prepared by the Contractor (including without limitation, the Bid proposal Price Schedules submitted to SCLAA by Contractor and attached hereto as Exhibit "A"), and those prepared by the SCLAA, the SCLAA-prepared documents take precedence over and shall control with respect to the resolution of the discrepancy, and nothing set forth in Exhibit "A" or other portions of Contractor's Bid Proposal shall be deemed to supersede any of the provisions of this Construction Contract:**

Revise as applicable

1. Change Orders and/or Supplemental Agreements approved by the SCLAA and approved revisions to Plans & Specifications;
2. Permits from other agencies as may be required by law;
3. This Contract and **Exhibit "A"** (subject to the limitations of Section 2.a);
4. Bid Addenda issued by the SCLAA;
5. Notice Inviting Bids;
6. Instructions to Bidders;
7. Federal and State Requirements;
8. SCLAA General Provisions;
9. Technical Specifications;
10. Project Plans (detailed plans shall have precedence over general plans);
11. Required Bid Documents and Proposal Forms;
12. Required Bid Documents and Proposal (including Price Schedules) completed by Contractor and submitted to SCLAA, subject to the limitations in Sections 2 and 7.a of this Contract);
13. Faithful Performance Bond;
14. Payment Bond;
15. Guaranty;
16. Bidder's Bond;
17. State of California, Department of Transportation, Standard Specifications.

b. The above-listed Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Contract, they shall be deemed incorporated herein by this reference.

Section 3. CONTRACTOR'S OBLIGATIONS FOR CONSTRUCTION WORK

Contractor shall perform or cause to be performed the work required to complete the Project as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment, supplies, transportation, and any other items and facilities necessary therefor, as provided in the Contract Documents.

Section 4. TIME OF COMPLETION

- a. Commencement of Work. Contractor shall commence the work on the Project on the

date specified in the SCLAA's Notice to Proceed.

b. Contract Time. Contractor shall complete the work for the Project within **SIXTY (60) CALENDAR DAYS** of the date specified in the SCLAA's Notice to Proceed.

c. Liquidated Damages. If Contractor fails to complete the work for each phase within the Contract Time period as specified above, including any approved extensions thereto, Contractor shall pay to the SCLAA, as liquidated damages and not as a penalty, the sum specified in the Contract Documents for each calendar day in excess of the Contract Time period specified herein that the work remains incomplete.

d. Adjustments to Contract Time. The Contract Time periods for the Project as specified in this Section 4 may only be adjusted for time extensions approved by the SCLAA and memorialized in a Change Order approved in accordance with the requirements of the Contract Documents.

e. Time of the Essence. Time is of the essence in the performance of this Contract.

Section 5. COMPENSATION TO CONTRACTOR; MANNER OF PAYMENT

a. Subject to the provisions of Section 3 of this Contract and Section XVIII of the Instructions to Bidders, CONTRACTOR agrees to accept the following as compensation for satisfactory completion of the work in accordance with the Contract Documents a total amount not to exceed **SPELL OUT DOLLAR AMOUNT and 00/100 Dollars (\$000.00)**, (the "Contract Amount"). See **Exhibit "A"**, Bid Proposal Price Schedules.

b. The Contract Amount shall be full compensation to the Contractor for: furnishing all tools, labor, materials, and equipment; doing all of the work contemplated and embraced in this Contract and the Contract Documents; all loss or damage arising out of the nature of the aforesaid work, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the SCLAA; all risks of every description connected with the work; all expenses incurred by or in consequence of the suspension or discontinuance of work; and well and faithfully completing the whole work thereof, according to the requirements of the Contract Documents and to the satisfaction of **C. Eric Ray, Airport Director**, or his designee, as set forth therein.

c. Subject to any adjustments for quantities or alterations of work authorized by the SCLAA as provided for in the Contract Documents, payments to Contractor shall be made in the manner set forth in Paragraph XXXIV of the Instructions to Bidders.

d. Payments to Contractor in excess of the Contract Amount shall only be made pursuant to such written Change Order and/or Supplemental Agreements issued by the SCLAA in accordance with the Contract Documents and Section 21 of this Contract.

Section 6. TERMINATION OR SUSPENSION

a. This Contract may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the SCLAA shall only be liable for payment under the payment provisions of this Contract for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

b. This Contract may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the SCLAA shall only be liable for payment under the payment provisions of this Contract for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

Section 7. PREVAILING WAGES

a. In accordance with the provisions of the California Labor Code (1720,1770-1776, 1810, 1813 and 1815), the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the Project is to be done. Copies of the updated Wage Determination rates are available from the SCLAA and the State of California via the internet at www.dir.ca.gov. Additionally, copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Division, and shall be made available for review to any interested party on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor and all subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the work contemplated by this Contract. Contractor shall be responsible for using the correct and current prevailing wage rates.

b. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code Section 1720, et seq.; California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

NOTE: Confirmation of certified payroll submittal to the Department of Industrial Relations (DIR) is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the Contractor's invoice.

Section 8. WORKERS' COMPENSATION INSURANCE

a. Contractor shall procure and maintain, at its own expense, during the Term of this Contract, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law and as further specified in the Contract Documents.. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

b. In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Section 9. **RESERVED**

Section 10. **NOTICE TO PROCEED**

No work, service, material, or equipment shall be performed or furnished By Contractor under this Contract unless and until a Notice to Proceed has been given to the Contractor by the SCLAA. Contractor shall commence work pursuant to the Contract Documents as directed by the SCLAA in the applicable Notice to Proceed, and shall diligently execute the same to completion within the Contract Time period set forth herein.

Section 11. **COMPLIANCE WITH LAWS**

Contractor shall comply with all local, state, and federal laws and regulations applicable to the performance of the work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses shall be held or obtained by the Contractor at its sole expense.

Section 12. **COMMERCIAL GENERAL and AUTOMOBILE LIABILITY INSURANCE**

a. Contractor shall procure and maintain at its own expense and for the duration of this Contract, commercial general liability insurance as further specified in the Contract Documents in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, and Five Million Dollars (\$5,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage which may arise from or in connection with the performance of the work pursuant to this Contract by the Contractor or its officers, employees, servants, volunteers, agents, subcontractors and independent contractors.

b. Contractor shall further procure and maintain, at its own expense and for the duration of this Contract, commercial automobile liability insurance as further specified in the Contract Documents, covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, agents, subcontractors and independent contractors in performing the work required by this Contract.

Section 13. **RESERVED**

Section 14. **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that the SCLAA, the City of Victorville and their respective officials, officers, employees, servants, volunteers, agents, subcontractors and independent contractors, including, without limitation, the SCLAA Legal Counsel, are named as Additional Insureds.

Section 15. **WAIVER OF SUBROGATION RIGHTS**

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the SCLAA, the City of Victorville, and their respective officials, officers,

volunteers, employees, servants, agents, independent contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 16. **PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES**

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Contract and the Contract Documents, and shall furnish to the SCLAA Secretary certificates of said insurance at least one (1) day prior to the commencement of any work to be performed under this Contract.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the SCLAA of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the duration of this Contract.

e. The Commercial General Liability and automobile liability policies shall be endorsed to contain the following provision: "For any claims related to this Contract, Contractor's service coverage shall be primary with respect to the SCLAA. Any insurance maintained by the SCLAA shall be in excess of Contractor's insurance and shall not contribute to it."

f. Subcontractor Insurance. Contractor shall include all subcontractors as additional insureds under its policies or shall secure separate certificates and endorsements from each Subcontractor. All Subcontractor coverages shall be subject to all of the requirements stated in this Contract and the Contract Documents.

Section 17. **SECURITIES AND GUARANTY**

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any work, Contractor shall furnish to the SCLAA a Faithful Performance Bond, and a Payment (Labor and Materials Bond) in the amount equal to one hundred percent (100%) of the Compensation noted in Section 5.a of this Contract. Such bonds must be issued by a responsible corporate Surety, licensed and authorize to issue such bonds in the State of California. Contractor shall also execute and provide to the SCLAA concurrently with the execution of the Contract, the one-year Guaranty on the sample form so provided in the Contract Documents.

Section 18. **INDEMNIFICATION**

a. Contractor shall defend, indemnify, and hold harmless the SCLAA, the City of Victorville, and their respective elected officials, officers, employees, agents, and volunteers from any and all claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any

federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Contractor, its personnel, employees, agents, or subcontractors in the performance of the work or this Contract. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of the SCLAA, the City of Victorville, and their respective elected officials, officers, employees, agents, and/or volunteers, for all legal expenses and costs incurred by each of them. Contractor's obligation to indemnify shall survive the expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the SCLAA, the City of Victorville, and their respective elected officials, officers, employees, agents, or volunteers. The indemnification provided for herein excludes such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, which is due to the sole or active negligence or willful misconduct of the SCLAA, the City of Victorville, or their respective elected officials, officers, employees, agents, and/or volunteers as determined by a court or administrative body of competent jurisdiction.

b. Contractor's duty to defend, indemnify and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

c. Contractor shall require the same indemnification specified in this Section from all subcontractors.

Section 19. REPORTS

As required by the Contract Documents and as further may be requested by **C. ERIC RAY, AIRPORT DIRECTOR**, or his designee, Contractor shall prepare and submit reports concerning Contractor's performance of the work required by this Contract.

Section 20. RECORDS

a. Contractor shall keep such books and records as shall be necessary to perform the work as required by this Contract and the Contract Documents and to enable **C. ERIC RAY, AIRPORT DIRECTOR**, or his designee, to evaluate the cost and the performance of such work.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles and as may otherwise be required by the Contract Documents.

c. **C. ERIC RAY, AIRPORT DIRECTOR**, or his designee, shall have full and free access to any books, documents, papers, and records of Contractor which are directly pertinent to the Project at all reasonable times for the purpose of making inspection, copies, audit,

examination, excerpts and transcriptions from such records.

d. Contractor agrees to retain the records listed in Subsection b above, as well as supporting documents pertaining to the use of funds paid to Contractor hereunder for a period of five (5) years after the final payment is made under this Contract and matters pending as to the Project are closed.

Section 21. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written Change Orders as specified in the Contract Documents or a instrument signed by both Parties.

Section 22. ENTIRE AGREEMENT

a. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the SCLAA and Contractor with respect to the Project which is the subject matter of this Contract.

b. This Contract and the Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents.

c. No agreement, statement, or promise with respect to the subject matter herein which is not contained in this Contract, the Contract Documents, or in a valid written modification or amendment to same, shall be valid or binding on either Party.

Section 23. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by the provisions of Sections 2 and 7.a of this Contract, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract.

Notwithstanding the foregoing, the Parties agree that **Exhibits "A" and "B" are** attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Construction Contract and **Exhibits "A" and "B"**, the terms of this Construction Contract shall control and nothing set forth in **Exhibits "A" and "B"** shall be deemed to supersede any of the provisions of this Construction Contract.

Section 24. NOTICES

a. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the SCLAA: C. Eric Ray, Airport Director
Southern California Logistics Airport Authority
18374 Phantom West
Victorville, CA 92394

To Contractor: **CONTRACTOR REP. NAME AND TITLE**
COMPANY NAME
ADDRESS
CITY, STATE, ZIP

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 25. NON-LIABILITY OF THE SCLAA OFFICERS AND EMPLOYEES

No officer or employee of the SCLAA shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the SCLAA or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

Section 26. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

Section 27. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the SCLAA, except those losses or damages as may be caused by the SCLAA's own negligence. The performance of the work by Contractor or the payment of money by the SCLAA shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the SCLAA, when such inaccuracies are due to the negligence of Contractor.

Section 28. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 29. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Contract and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and

personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the SCLAA, which may be withheld in the SCLAA's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

Section 30. **GENDER; PLURAL**

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 31. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 32. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

Section 33. **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 34. **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 35. **ATTORNEY'S FEES**

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the Parties to this contract concerning this Contract or the rights and duties of either in relation thereto, the Parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the Parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

Section 36. **EFFECTIVENESS OF AGREEMENT**

This Contract shall not be binding upon the SCLAA, until signed by the authorized representative(s) of Contractor, approved as to form by the SCLAA General Counsel, approved by the SCLAA Risk Manager, and executed by the authorized SCLAA personnel or the SCLAA Chairman.

**Section 37. REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT**

a. Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto.

b. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purport to represent.

Section 38. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

Section 39. INDEPENDENT CONTRACTOR status

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents or subcontractors, and they shall not be deemed agents, servants or employees of the SCLAA.

Section 40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

CONTRACTOR

By: _____
**INSERT DEPT. HEAD NAME AND TITLE
AUTHORITY CHAIRMAN (mayor)**

By: _____
CONTRACTOR NAME AND TITLE

Dated: _____

Dated: _____

ADD ATTEST IF OVER \$50K
Charlene Robinson,
Authority Secretary

SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

APPROVED AS TO STANDARD FORM

By: _____
**Chuck Buquet,
Authority Risk Manager**

By: _____
**Andre de Bortnowsky,
Authority Legal Counsel**

Dated: _____

Dated: _____

PAYMENT BONDS

FAITHFUL PERFORMANCE BOND

GUARANTY FORM

DAS 140 – 142 FORMS

PROOF OF PAYROLL SUBMISSION

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, hereinafter referred to as "Contractor," as principal, and _____, as Surety, are held and firmly bond unto the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, in the sum of _____ Dollars, (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents. The conditions of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said SCLAA for completion of **"CC21-035 BUILDING 676 ROOF REPLACEMENT PROJECT"** as specifically set forth in documents entitled **" CC21-035 BUILDING 676 ROOF REPLACEMENT PROJECT"** and is required under the terms of the

Contract to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said Contract on its part to be done and performed at the times and in the manner specified herein, then its obligation shall be null and void, otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety there under, nor shall any extensions of time that may be granted under the provision of said Contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, _____.

(SEAL)

CONTRACTOR

SURETY

By: _____

By: _____

Title: _____

NOTE: Signature of the party executing for the Surety must be properly acknowledged.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY **CC21-035 BUILDING 676 ROOF REPLACEMENT**
SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC20-045 TAXI LANE CONCRETE WIDENING

**PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Public Contract Code Sections 7103 and 10221)**

BOND NO. _____

Know All Men By These Presents:

THAT WE, _____, hereinafter referred to as "Contractor," as principal, and _____, as Surety, are held and firmly bound unto the S, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly be made, we bind ourselves, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that:

WHEREAS, the provisions of Public Contract Code Sections 7103 and 10221 require the Principal file a bond in connection with the awarded project and is about to enter into the annexed contract with said Southern California Logistics Airport Authority for completion of project "**CC20-045 TAXI LANE CONCRETE WIDENING**" as specifically set forth with said project and is required under the terms contract to give this bond in connection with the execution of said Contract.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigned in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which

may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

This bond to become effective _____

(NAME OF SURETY)

(ADDRESS FOR SERVICE)

I certify (or declare) under penalty of perjury under the laws of State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(City and State) Date

(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC21-035 BUILDING 676 ROOF REPLACEMENT**

GUARANTY

TO THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

The undersigned guarantees the completion of " **CC21-035 BUILDING 676 ROOF REPLACEMENT PROJECT** " Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications and/or manufacturers specifications, due to any of the above causes, all within twelve (12) months after date on which this Contact is accepted by the SCLAA, the undersigned agrees to reimburse the SCLAA, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the SCLAA, to replace any such materials and to repair said work completely without cost to the SCLAA so that said work will function successfully as originally contemplated.

The SCLAA shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned.

In the event the SCLAA elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within the time limit designated by the SCLAA. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the SCLAA shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

SIGNED: _____

CONTRACTOR

By: _____ Title: _____

Dated this _____ day of _____, _____.

NOTE: This Guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the Guaranty on this page at the time of submitting the bid.

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
2. We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee
3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____

Date _____

Typed Name _____

Title _____

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

DAS 140 (REV. 1/04)

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

SAMPLE



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date: _____	Contractor Requesting Dispatch:
To Applicable Apprenticeship Committee:	Name: _____
Name: _____	Address: _____
Address: _____	_____
_____	License No. _____
Tel. No. _____ Fax No. _____	Tel. No. _____ Fax No. _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit <https://www.dir.ca.gov/das/PublicWorksForms.htm>*

DAS 142 (Revised 12/11)

 **eCPR System - Online Form**

eCPR Online Confirmation

Your payroll submission request has been processed.

Please review the results of your submission. Should you have any questions please contact the eCPR unit at publicworks@dir.ca.gov.

Contractor Name: TEST2
Contractor Address: 1515 CLAY ST OAKLAND CA 94612
Awarding Body: DIR EDI TEST
Project ID: 11051
Contract With: DIR TEST
Week Ending Date: 2016-06-26
Payroll Number: 1
Amendment Number: 0

1 employee payroll record(s) processed

Your Transaction ID is: 7

[Print this Page](#)

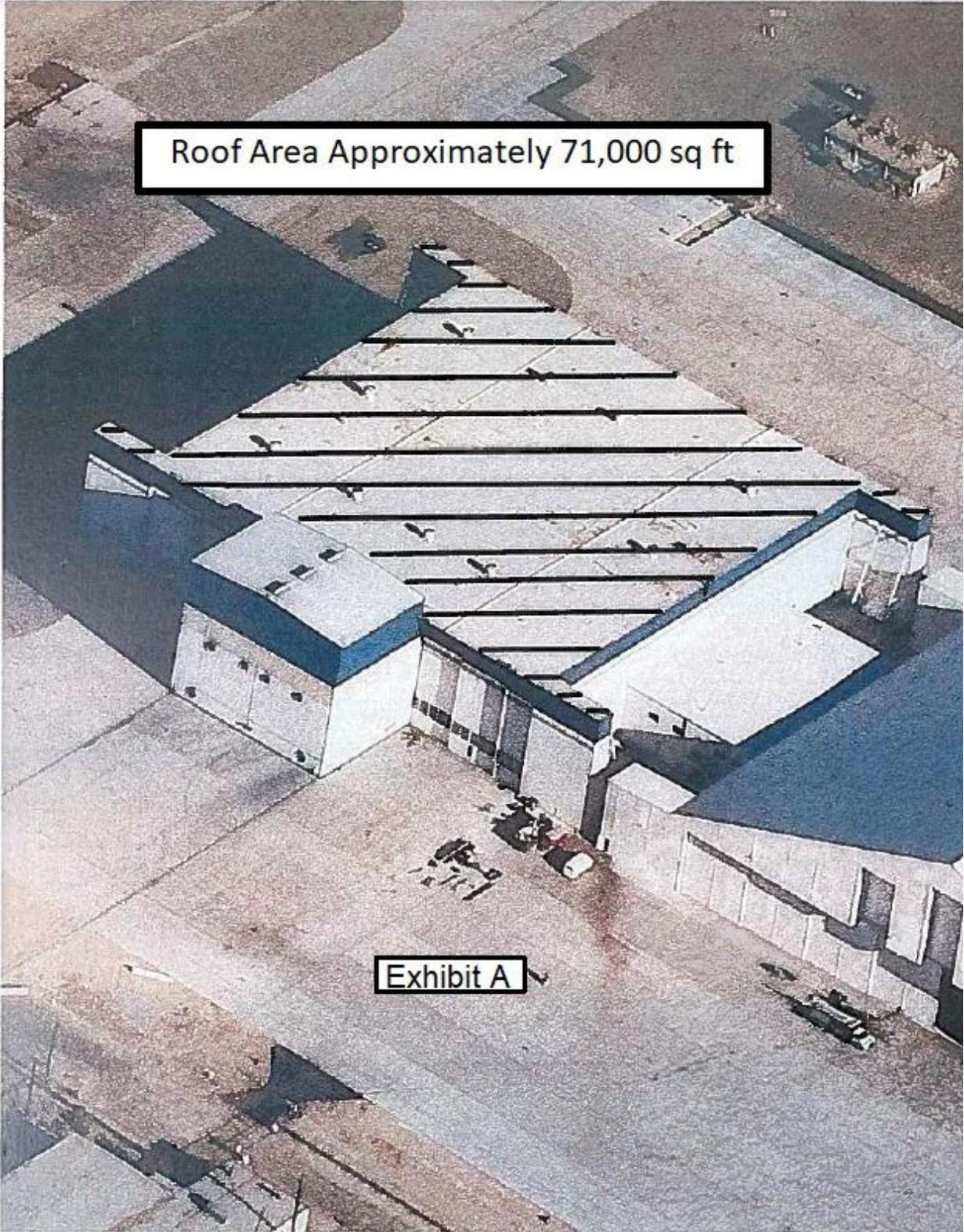
View your submission



[Submit another set of payroll records](#)

SAMPLE

EXHIBITS A-H



Roof Layers

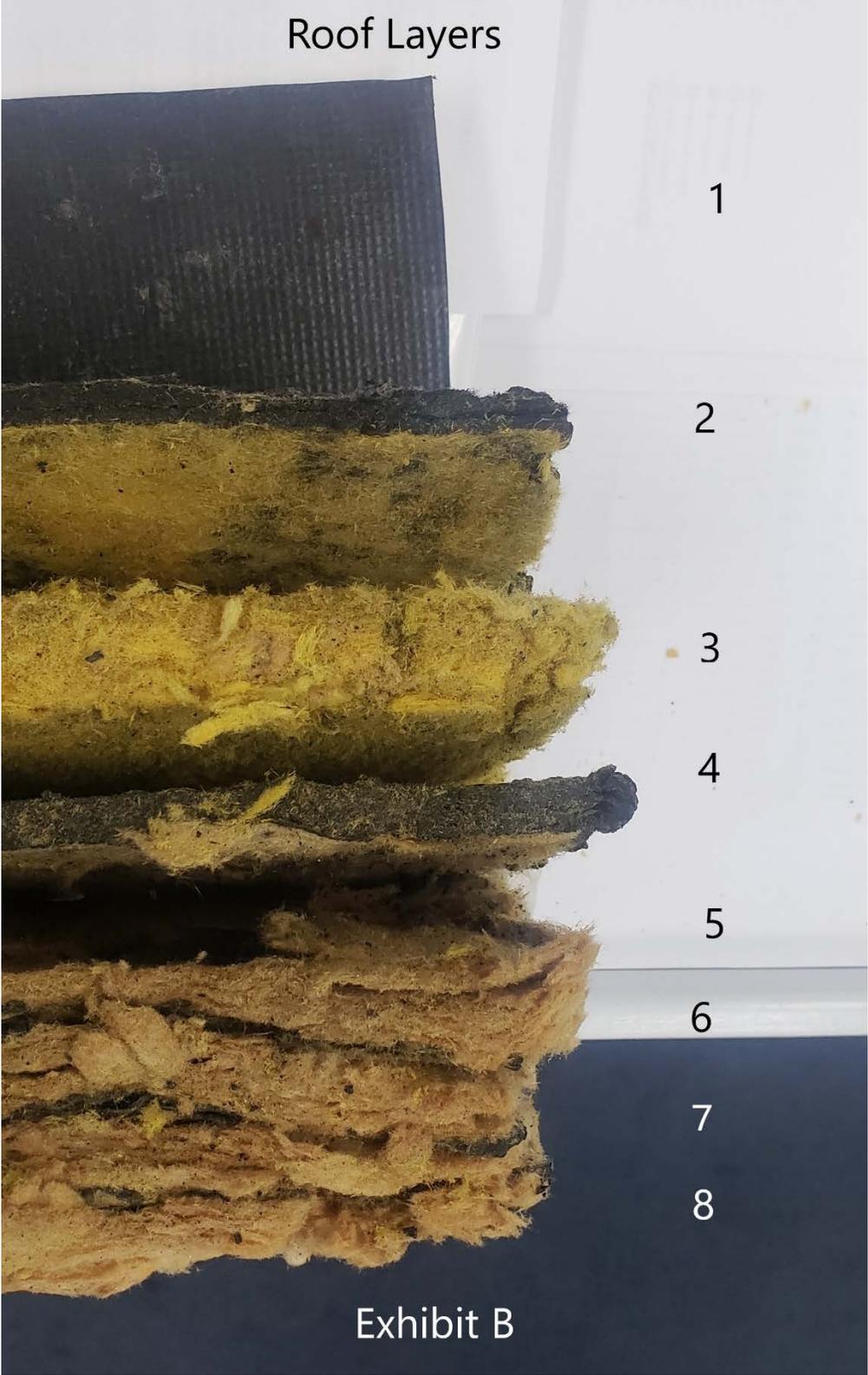


Exhibit B

[Load Tables](#)

[Request Quote](#)

[Careers](#)

NEW MILLENNIUM
BUILDING SYSTEMS

[About](#)

[Steel Joists](#)

[Steel Deck](#)

[Long-Span Composite](#)

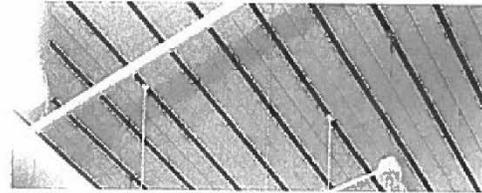
[Design Tools](#)

[Resources](#)

[Contact](#)

Versa-Dek[®] Dovetail Roof Deck

Unleash your design potential with appealing linear plank aesthetics



Increase project performance and reduce costs with a versatile deck system

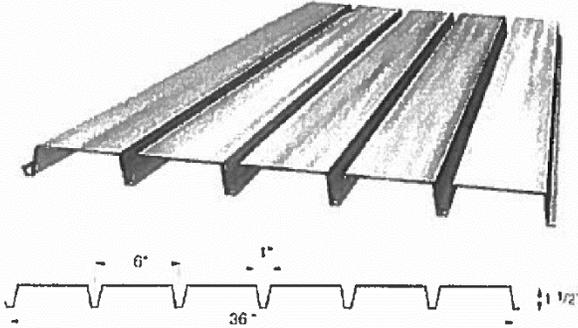
This website uses cookies in order to personalize your visit and for analytics purposes. Please accept or decline our use of cookies in accordance with our Privacy Policy.

[Accept](#)

[Decline](#)

EXHIBIT C

1.5" A Narrow Rib Roof Deck



Available Gauges: 18

Cover Width(s): 36"

Available Finishes: Galvanized - G60, Galvanized - G90, Primed Gray



San Bernardino

Local Sales Office:

Contact: John DeGidio

Direct: 909-208-2776

Email: john.degidio@newmill.com

Phone: 909-208-2776

Local Plant:

New Millennium - Fallon

8200 Woolery Way

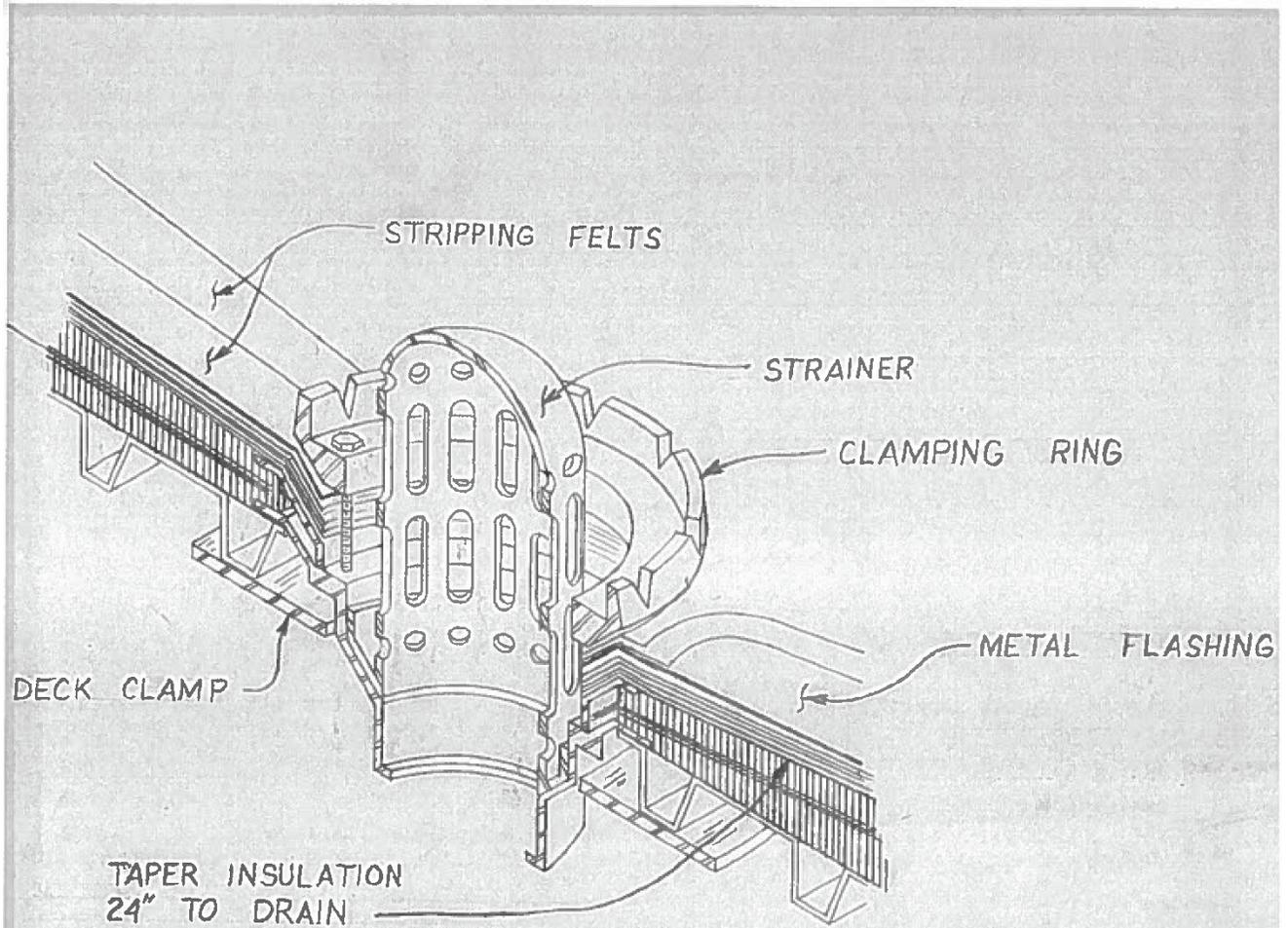
Fallon, NV 89406

Sales Manager: Kelly Robins

Direct: 214-729-2362

Email: kelly.robins@newmill.com

EXHIBIT C



△ ROOF DRAIN
NOT TO SCALE

Exhibit D

RE







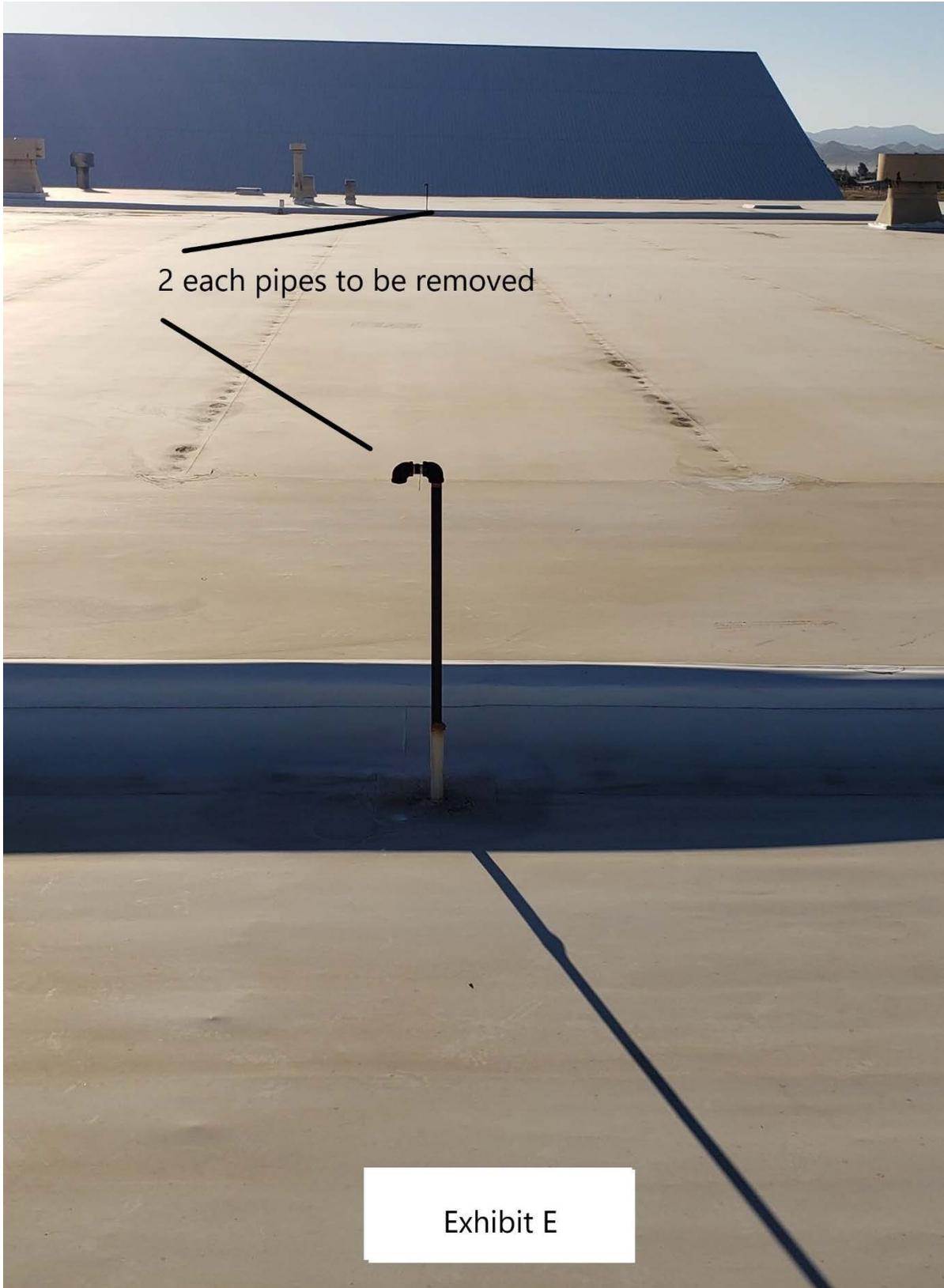
4 Each lights to be
Removed

Exhibit E



2 of each type vent to be removed
(4 each total)

Exhibit E



EVERPRIME METAL

Rust Inhibitive Primer

For Professional Use Only



DESCRIPTION

- A high quality, water-based, rust inhibiting, low VOC primer.
- A self-cross-linking technology that provides low VOC levels with greater corrosion resistance and adhesion properties.
- Resists heat, cold, moisture and weathering.
- Dries quickly for a reduced time before elastomeric coating application.

RECOMMENDED USES

Everprime metal is used as a prime coat over metal surfaces but can also be applied to a wide range of substrates including wood, metal, concrete, masonry, various single ply membranes, spray polyurethane foam and most commonly used roof coatings. Low VOC levels allow application in most air quality restrictive areas. Fast drying and increases in roof surface temperature are provided by the dark red color.

Property	Result
Total Solids	41% ± 3%
Weight per Gallon	10.0 lbs per gallon ± 0.2
VOC	65 g/liter
Clean Up	Water
Shelf Life-unopened	12 months @ 40-90°F
Viscosity	800 ±200 cP

❖ Meets Requirements for ASTM D6083 Acrylic Elastomeric Roof Coating Standard

COLORS

Dark Red

PACKAGING/SHIPPING INFORMATION

CONTAINER SIZE	SHIPPING CLASS
55 Gallon drum (208.2 liters)	Class 55
5 Gallon pail (18.9 liters)	Class 55

SURFACE PREPARATION

Surface must be clean, dry and free of loose particles or other foreign matter. Pressure washing is required on metal surfaces showing signs of oxidation.

APPLICATION

This product may be brushed rolled or sprayed on a clean, dry surface. For details see Equipment Recommendations at the end of this sheet. If sprayed, material should be at least 75°F. Before applying additional coat, the previous coat must be completely dry and cured. If any contamination is present on the cured surface it must be washed and completely dry before application of subsequent coats.

Application Properties

Yield (1 gal to 200 sq ft)	
Dry Time (75° F)	2 to 3 hours
Recoat window	2 to 3 hours
Complete Cure	24 hours

COVERAGE RATE

Apply Everprime Metal at the rate of 1 gallon per 200 sq. ft. (8 wet mils). Surface texture and wind will affect applied mil thickness.

ENVIRONMENTAL CONDITIONS

This product cures by water evaporation only. Product must not be applied when the ambient temperature is below 50°F or if there is any possibility it could fall below 32°F within 24 hours of application. Application is not recommended if rain or dew is likely to occur before product dries. In high humidity conditions late afternoon applications should be avoided as overnight dew formation on uncured surface can cause coating wash-off. On marginal days, multiple applications of thin coats can ensure proper drying before rain or overnight freezes.

Exhibit F

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TECHNICAL DATA SHEET

EVERPRIME METAL

Rust Inhibitive Primer



TECHNICAL DATA SHEET

PONDED WATER

- Everest Systems warranties do not cover damage due to ponding water.
- The National Roofing Contractors Association considers ponding water on any roof unacceptable. (See the NRCA Roofing and Waterproofing Manual).

LIMITATIONS

Surface must be clean and dry. Application is not recommended on roofs with slopes less than 1/8 in 12 or where ponded water is present. Do not apply over wet substrates or when inclement weather is imminent. Complete cure of Everprime Metal requires complete evaporation of water. Cool temperatures and high humidity retard cure. Do not leave product exposed to elements for more than 48 hours to prevent weathering and dirt pick up that will compromise adhesive performance properties.

SAFE PRACTICES

This product is designed for professional installation. Before working with this product, you must read and become familiar with the available information on its risks, proper use and handling. Information sources include but are not limited to MSDS and product labels. More resources are available at polyurethane.org, sprayfoam.org, everestsystemsco.com or by contacting Everest Systems directly.

EQUIPMENT

Minimum requirements:

Roller

- 1¼" nap roller

Spray

- 30:1 fluid to air ratio capable pump
 - 2 1/2 gallons or more per minute (continuous)
 - Filter screen 30 mesh or larger
 - Hose rated to 2x maximum pump pressure
 - Hose lining should be compatible with coating and required cleanout materials
 - Hose lengths: (Largest diameter at pump)
 - 3/8 minimum 6 ft wip
 - 3/8 minimum I.D. up to 75 feet
 - 1/2 minimum I.D. up to 200 feet
 - 3/4 minimum I.D. over 200 feet
 - Spray gun: Graco Hydra Mastic or equivalent
 - Spray Tip:
 - Reversible self-cleaning type
 - Orifice size of .027 to .039
 - Fan angle of 40° to 50°
- Always use components rated for pump pressures.

To the best of our knowledge all technical data contained herein is true and accurate as of the date of issuance and subject to change without prior notice. Used must contact Everest systems Company to verify correctness before specifying or ordering. We guarantee our products to conform to the quality control standards established by Everest Systems Products. We assume no responsibility for coverage, performance or injuries resulting from use. Liability if any, is limited to replacement of the product. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY EVEREST SYSTEMS EXPRESSED OR IMPLIED; STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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For Professional Use Only

DESCRIPTION

Opticell 3.0 is a two component, closed-cell spray applied polyurethane foam system. Opticell 3.0 offers high compressive strengths, smooth aesthetics and a broad application temperature window.

The Opticell 3.0 system is self-flashing and provides seamless protection by sealing cracks, crevices and holes while insulating decks from temperature extremes. Opticell 3.0 offers a high R-value and can reduce condensation when applied correctly, thus reducing the possibility of mold growth, enhancing energy efficiency and lowering lifecycle costs by providing a low maintenance deck solution.

UNIQUE PROPERTIES

The Opticell 3.0 spray polyurethane foam system comprises an "A" component, which is a polymeric diisocyanate, and a "B" component, which is a combination of polyols, additives, and HFO blowing agent.

RECOMMENDED USES

- Roofing Systems
- Agricultural Applications
- Tank Insulation
- Air barrier Systems

As with any product, use of foam made with Opticell 3.0 system must be tested (including, but not limited to, field testing) in advance by the user to determine suitability.

TYPICAL PHYSICAL PROPERTIES*

Property	Test Method	Result
R Value (aged):	ASTM C-518	6.9 at 1 inch
Compressive Strength	ASTM D-1621	43 psi (nominal)
Core Density:	ASTM D-1622	3.0 lbs./ft 3 (nominal)
Closed Cell Content:	ASTM D-2856	>90%
Tensile Strength:	ASTM D-1623	80 psi
Water Absorption	ASTM D-2842	2%
Moisture Vapor Transmission:	ASTM E-96	1.0 perm-in
Dimensional Stability:	ASTM D-2126	% Change in Volume
28 days @ 158°F 100% RH		7.2%
28 days @ 200°F / AMB		6.6%
Surface Burning Characteristics:	UL 723	Flame Spread Index <75

**These terms are provided as general information only. They are approximate values and are not part of the product specifications.*

Exhibit G

ENVIRONMENTAL CONSIDERATION AND SUBSTRATE TEMPERATURES

Applicators must recognize and anticipate climatic conditions prior to application to ensure the highest quality foam and to maximize yield. Ambient air and substrate temperatures, moisture, and wind velocity are all critical determinants of foam quality and selection of the appropriate reactivity formulation. Variations in ambient air and substrate temperature will influence the chemical reaction of the two components, directly affecting the expansion rate, amount of rise, yield, adhesion and the resultant physical properties of the foam insulation. To obtain optimum results, the Opticell 3.0 system should only be spray-applied to substrates when ambient air and surface temperatures fall within the range of 45°F and 120°F. All substrates to be sprayed must be dry at the time of application. Moisture in the form of rain, fog, frost, dew, or high humidity (>85% R.H.), will react chemically with the mixed components, adversely affecting the polyurethane foam formation, dimensional stability and physical properties of the finished product. Wind velocities in excess of 12 miles per hour may result in excessive loss of exotherm and interfere with the mixing efficiency, affecting foam surface, cure and physical properties and will cause overspray. Precautions must be taken to prevent damage to adjacent areas from overspray.

Processing Parameters and Physical Characteristics

Pre-heater Temperature:	"A" 110-120°F "B" 120-130°F
Hose Temperature:	110-120°F
Pressures:	1000-1200 psi (dynamic)*
Mix Ratio Parts:	1 by 1 volume "A" to "B"
Viscosity at 70°F	700±100 cps "B: Component 150-250 cps "A" Component
Shelf Life	6 months @ 65°F to 80°F

*Dependent upon hose length

Product Reactivity

Processing Designation	Surface Temperature
Winter	50-75°F
Regular	70-100°F
Summer	100-120°F

Note: Adhesion should not be tested within one hour of application.

STORAGE CONDITIONS

Store drums at 70°F to 80°F for a minimum of 48 hours before use. Materials in containers should be maintained at 65°F to 85°F while in use. Conditioned trailers or tanks may be necessary. Material temperature should be confirmed with a thermometer or an infrared gun. Do not configure equipment to recirculate Opticell 3.0 components from

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proportioner back into drum. Do not recirculate or mix other suppliers' "A" or "B" component into Opticell 3.0 system containers.

CAUTION: If components are below suggested temperatures, the increased viscosity of the components may cause pump cavitation resulting in unacceptable SPF application. If components are above suggested temperatures, there may be loss of blowing agent resulting in diminished yield.

PROCESSING EQUIPMENT

2:1 transfer pumps are recommended for material transfer from container to proportioner. The plural component proportioner must be capable of supplying each component within ±2% of the desired 1:1 mixing ratio by volume. Hose heaters should be set to deliver 110°F to 125°F materials to the spray gun. These settings will ensure thorough mixing in the spray gun mix chamber in typical applications. Optimum hose pressure and temperature will vary with equipment type and condition, ambient and substrate conditions, and the specific application. It is the responsibility of the applicator to properly interpret equipment technical literature, particularly information that relates to the acceptable combinations of gun chamber size, proportioner output and material pressures. The relationship between proper chamber size and the capacity of the proportioner's pre-heater is critical. Mechanical purge spray guns (specifically direct impingement or DI type) are recommended for highest foam quality.

CAUTION: Extreme care must be taken when removing and reinstalling drum transfer pumps so as NOT to reverse the "A" and "B" components.

PER LIFT APPLICATIONS

Applicators should apply a minimum pass thickness of 3/4 inches, maximum pass thickness of 1 1/2 inches, with a minimum of 30 minutes between passes.

HEALTH AND SAFETY INFORMATION

Appropriate literature has been assembled which provides information concerning the health and safety precautions that must be observed when handling materials used to produce foam from the Opticell 3.0 system. Before working with this product, you must read and become familiar with the available information on its risks, proper use and handling. This cannot be overemphasized. Information is available in several forms, e.g., material safety data sheets and product labels.

Exhibit G



PERMAX™ 108 Fast Set

ACRYLIC ELASTOMERIC COATING

Typical Physical Properties

- Color	White	- Low Temp Flex , ½ in @ -15°F (ASTM D6083)	Pass No cracking or checking
- Solids Content		- Accelerated Weathering (ASTM D822, ASTM G23)	8000 hours No checking, fading or checking
Non-Volatile, by wt. (ASTM D 1644)	68.0% +/- 2%	- Permeance @ 20 mils (ASTM D1653)	50 perms
Non-Volatile, by vol. (ASTM D 2697)	60.0% +/- 2%	- Water Swelling (ASTM D6083)	8.6%
- Viscosity (ASTM D 562-33)	95 -105 KU	- Solar Reflectance , Initial	85% +/- 1%
- Brookfield Viscosity (ASTM D-2196)	30,000-40,000 cps	- Thermal Emittance (ASTM C1371)	.89
- Weight per Gallon (PTM* 3.13)	11.2 +/- 0.3 lbs	- Solar Reflective Index (SRI)	107
- Flash Point (ASTM D 93-73-PMCC)	None	- Fungi Resistance , rating (ASTM G21)	0
- Tensile Strength , psi @ Break (ASTM D6083)	390 ± 100 psi	- pH	>9.0
- Elongation , % Initial (ASTM D6083)	245 ± 100	- Tear Resistance (ASTM D6083)	126 lbf/in
After 1000 hrs Xenon Arc Weatherometer	230 ± 100		
- Maximum VOC	50 g/L		

Certifications

FLAMMABILITY CHARACTERISTICS	UL-790 (ASTM E-108), U.L. File# R10185			
Noncombustible Deck	Class A			
Combustible Deck	Class B			
Maintenance and Repair	Class A			
<ul style="list-style-type: none"> - California Energy Commission Title 24 qualified. Meets California SCAQMD requirements for VOCs - ICC-ES ESR-2132 - Exceeds ASTM D6083 requirements 				

Product Sizes

5 GAL Pails, 55 GAL Drums and 275 GAL Totes

Description

PERMAX™ 108FS is an exceptional quality, elastomeric coating, specially formulated to coat over spray polyurethane foam roofing. Made with premium 100% acrylic resin, **PERMAX™ 108FS** offers premium performance compared to other coatings, typically made with styrene acrylic resins. **PERMAX™ 108FS** is part of the **Permax™** series of spray polyurethane foam roof coatings.

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Exhibit H

PERMAX™ 108FS – ACRYLIC ELASTOMERIC COATING

Usage

- New and previously coated polyurethane foam roofs
- Well adhered, weathered, previously coated white roof surfaces (excluding silicone coatings)

Coverage

Application rates should be adjusted to meet each particular roof's specified requirements. Coverage rates are theoretical and do not take into account for material loss due to spraying, surface texture, etc. Thicker dry film results in better performance and longer coating life. Apply coating at a maximum of 1 to 1.5 gallons per 100 square feet per coat. Apply each additional coat in a perpendicular direction to the previous coat.

Coverage Gallon / Square	Coverage Square Feet / Gallon	Wet Film Thickness (Theoretical)	Dry Film Thickness (based on WFT, rounded)
1 gal/sq	100 sf/gal	16 mils	10 mils
1.5 gal/sq	67 sf/gal	24 mils	14 mils
2 gal/sq	50 sf/gal	32 mils	19 mils
2.5 gal/sq	40 sf/gal	40 mils	24 mils
3 gal/sq	33 sf/gal	48 mils	29 mils
3.5 gal/sq	29 sf/gal	56 mils	34 mils
4 gal/sq	25 sf/gal	64 mils	38 mils

Preparation

Refer to Guide Specifications and the PERMAX™ Roof Manual for detailed application information.

For previously coated substrates, apply a test patch of **PERMAX™108FS** coating and check for positive adhesion prior to coating roof. Surface must be clean and in good repair. Sweep and power wash area to remove all dust, dirt, loose granules, and residues. Scrub areas where water ponds with detergent and water, and rinse well. Carefully inspect area to be coated, including around pipes, chimneys, equipment, roof edges and walls. Repair all cracks, breaks, splits and holes by embedding **Henry #296 ElastoTape®** between 2 heavy coats of **Henry #289 White Roof Sealant** at least 3 inches beyond repair. Allow to completely cure. **Henry #289** can usually be coated within a couple hours, after the surface forms a skin which will accept the coating.

Application

Choose a warm, sunny day – the roof surface should be warm to the touch. If the roof surface is too hot to touch (140°F+), it is too hot to coat. Apply to a clean, dry surface. Do not dilute. Stir coating to a uniform consistency, and apply by heavy-duty spray, deep-pile paint roller, or 4-knot brush. Back-roll coating when sprayed. When applied by brush or roller, keep strokes in one direction. The coating is water based and requires complete evaporation of water to cure. The coating should not be employed if climate condition will prohibit cure. Application in the late afternoon with a high probability of overnight moisture condensation is to be avoided. Schedule work so that the coating can dry before nightfall. Allow to dry thoroughly between coats. Apply each additional coat in a perpendicular direction to the previous coat. Recommended spray application settings are 1000-1500psi, 1.0-2.0GPM with a suggested tip size of .030-.040. Pressure requirements will vary based on temperature and hose size.

NOTE: Roofs must have proper drainage and not pond water. For older, low-slope roofs where depressions pond water for more than 48 hours, it is recommended to provide positive slope in those areas and eliminate ponding. Consultation with building code officials and insurance agency personnel before application is recommended.

Service Temperature Range: -20°F to 160°F (-29°C to 71°C)

Drying Time at 24 wet mils @ 25°C and 50% R.H.:

Dry to Touch (ASTM D3468) 20 minutes
Dry Through (ASTM D1640-69, 5.6) 8 hours
Dry-to-Recoat (ASTM D1640-69, 5.7) 12 hours

Shelf Life: (Unopened container above 32°F) – 1 Year

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Exhibit H

PERMAX™ 108FS – ACRYLIC ELASTOMERIC COATING

Precautions

DO NOT APPLY IF THERE IS A THREAT OF RAIN, FOG, DEW, OR TEMPERATURES BELOW 50° F WITHIN 48-72 HOURS. Do not heat container or store at temperatures greater than 120° F. When transporting this product, be sure the pail is secured and the lid is tight. Do not allow pail to tumble as this may loosen the lid and allow leakage to occur. **DO NOT ALLOW COATING IN PAIL TO FREEZE.** This coating is not recommended over walking decks, over gravel, T.P.O., shingles of any kind, or old roofs that are too dry and brittle to withstand the shrinkage stresses that occur after the application of any coating.

Cleanup

Before coating dries, clean tools, spillage, etc., with warm soapy water. If coating has dried, soften the dried film on tools with paint thinner then scrape clean. When using paint thinner, exercise safe practices concerning flammability and toxicity. Clean hands with waterless hand cleaner.

Caution

CAUTION! Do not heat container or store at temperatures greater than 120° F. Close container after each use. **DO NOT TAKE INTERNALLY!** Use protective measures to avoid contact with eyes and skin. **If swallowed, CALL PHYSICIAN IMMEDIATELY! In case of eye contact, open eyelids wide and flush immediately with plenty of water for at least 15 minutes.** In case of accidental injection by power spray equipment, **GET MEDICAL ATTENTION IMMEDIATELY!** Dispose of container and unused contents in accordance with Local, State and Federal regulations.

KEEP OUT OF REACH OF CHILDREN!

DO NOT ALLOW THIS PRODUCT TO FREEZE!

WARNING: This product may contain detectable amounts of chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

EMPLOYERS should obtain a copy of the **Material Safety Data Sheet (MSDS)** from your supplier or directly from Henry at the toll free number or website below.

STATEMENT OF RESPONSIBILITY

The technical and application information herein is based on the present state of our best scientific and practical knowledge. As the information herein is of a general nature, no assumption can be made as to a product's suitability for a particular use or application and no warranty as to its accuracy, reliability or completeness either expressed or implied is given other than those required by law. The user is responsible for checking the suitability of products for their intended use. Henry Company data sheets are updated on a regular basis; it is the user's responsibility to obtain and to confirm the most recent version. Information contained in this data sheet may change without notice.

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