

Southern California

LOGISTICS AIRPORT

Southern California Logistics Airport Authority
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

DATE: September 14, 2021

TO: (Potential Bidder)

FROM: Celeste Calderon, Management Specialist
Phone (760) 955-5082, Fax 269-0045, email: cmcalderon@victorvilleca.gov

QUOTE DUE TIME AND DATE: OCTOBER 12, 2021 @ 2:00 P.S.T (LATE BID WILL NOT BE ACCEPTED)

PLEASE QUOTE THE FOLLOWING: CC22-042 BUILDING 728 INTERIOR RE-PAINTING

GENERAL INFORMATION:

Southern California Logistics Airport Authority (SCLAA) is requesting bids from qualified Contractors to re-paint the interior at Building 728, Southern California Logistics Airport Administration Office at 18374 Phantom West, Victorville. The Contractor's bid shall consist of, but not be limited to; labor, tools, finishing clean up, materials, equipment, and incidentals required for the proper completion of the Building 728 Interior Re-painting, Project #CC22-042 ("Project") per scope of work provided.

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 28, 2021 at 11:00 a.m. PST** at **BUILDING 728, 18374 Phantom West, Victorville, CA. 92394**. This 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, participation in the mandatory pre-bid/job walk meeting is limited to two representatives per contractor to allow for proper physical distancing and wearing face covering/mask at all times is a must. Exceptions will be considered on a case-by-case basis and must be arranged in advance.

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.

HOW TO RESPOND:

The bid submission deadline is scheduled **October 12, 2021 @ 2:00 PST** (late submissions will not be accepted). Bidder may respond by mail (PO Box 5001, Victorville, CA 92393-5001), by email (send to cmcalderon@victorvilleca.gov), or in person (Victorville City Hall, Finance Department, 14343 Civic Dr., Victorville, CA 92392, 2nd floor). ***E-mailed submissions will be accepted, however, please be informed that the selected contractor will be required to submit all original signed documents prior to formal award.***

Any prospective bidder desiring an explanation or interpretation of the solicitations, scope of work, etc., must request it in writing to the Purchasing Section **by no later than October 7, 2021 @ 12:00 p.m. PST**, in order to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, if that information is necessary to submit bids or if the lack of it would be prejudicial to other prospective bidders.

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 listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a). This project is subject to compliance monitoring and enforcement by the DIR.

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

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.

The contractor and all subcontractors shall comply with **ALL** 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 determination 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.

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. **If the project falls under Small Project Exemption Contractor does not need to upload their payrolls to DIR, however, they will be required to submit their payrolls to Airport staff along with their invoices and lien releases.**

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

CONTACTS - FOR QUESTIONS REGARDING:

Procurement Process:

Celeste Calderon

Phone: (760) 955-5082, Fax: (760) 269-0045, e-mail: cmcalderon@victorvilleca.gov

PERMIT 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 C-33 Painting and Decorating license** at the time of award. 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 the same.

BEGINNING OF WORK AND TIME OF COMPLETION:

The work under this contract shall be diligently prosecuted to completion before expiration of **Fourteen (14) WORKING DAYS** beginning on the date specified in the Notice to Proceed.

SUBCONTRACTING:

In accordance with the requirements of these Specifications, each bidder shall list in their Bid Proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract a portion of the work and shall list each subcontractor, licensed by the State of California and SCLAA, proposed by the bidder to specially fabricate and install a portion of the work. Said list shall include for each subcontractor: name of subcontractor, subcontractor's license number and classification, percentage (%) of total contract to be completed by subcontractor, and description of the portion of work which will be done by each subcontractor. However, in accordance with California Public Contract Code 4104, prime contractors are not required to list the name and the location of a subcontractor if the work equates to an **amount less than (1/2) one-half of (1) one percent of the prime contractor's total bid.**

A sheet for listing the subcontractors, as required, is included in the Bid Proposal. The list must be completed in its entirety. If there are no subcontractors, the list shall be included in the Bid Proposal as required, with “None” stated on the list.

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 SCLAA. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the contractor’s own organization.

- a. “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 Tasks” 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.

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Contractor shall be required to procure and maintain at its own expense, during the term of this Agreement, 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.

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 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, the City of Victorville and their 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 contract.

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 work 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 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."

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

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.

PAYMENT:

On or about the first of each calendar month, the Contractor shall request payment for the work performed prior to such date.

Upon approval by the Airport Director, or the designee, of the Contractor's estimate of work completed, 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.

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.

Upon completion of the work, the Contractor may request full payment for his work, and after acceptance of the work by the SCLAA, SCLAA will make a final progress payment as described above. The amount retained will continue to be retained until thirty-five (35) days after the date of acceptance and upon receipt of appropriate invoices and lien releases. In case of default by the Contractor, the retention shall be retained by SCLAA, as liquidated damages, as provided in the section relating to suspension of Contract.

The SCLAA shall make payments on any invoice request submitted by the Contractor. The payment request shall not be deemed properly completed unless, all required payroll documents, and lien releases have been properly completed.

DISPUTES:

Except for such claims as defined in and covered by California Public Contract Code Section 9204 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.

INDEMNIFICATION:

Notwithstanding the limits of any insurance, Contractor shall indemnify 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 Agreement, 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 SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:

- a. 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;

b. Contractor will promptly pay any judgment rendered against 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 SCLAA, its officials, volunteers, officers, agents, and employees harmless therefrom;

c. In the event 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 SCLAA, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by 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.

d. 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 Agreement. Contractor shall require the same indemnification from all subcontractors.

GUARANTY AND BONDS

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.

The Contractor, simultaneously with execution of the Contract, shall furnish a surety bond in an amount equal to one hundred percent (100%), of the contract price as security for the faithful performance of the Contract, and a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public Contract Code, Section 20170.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items or work involved and no additional compensation will be allowed, therefore.

CONTRACTOR'S RESPONSIBILITIES:

The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work in order to secure the safety of the workers. It shall be the Contractor's

responsibility to perform the work strictly in accordance with the Scope of Services and any revisions as may be made therein by the Airport Director, or the designee, from time to time in the form of written change orders issued.

The Contractor shall assume the defense of and indemnify and save harmless the SCLAA, its officers and agents from all claims of any kind arising from its own negligence or that of its agents in the performance of the contract.

The Contractor shall be responsible for the custody of any material furnished for the care of all the work until its completion and final acceptance, and Contractor shall, at Contractor's own expense, replace damaged or lost material and repair damaged parts of the work, or the same may be done at Contractor's expense by the SCLAA.

During the progress of the work, the Contractor shall keep the premises, occupied by, in a neat and clean condition, and free from any unsightly accumulation of rubbish. Contractor shall remove from the vicinity of the completed work all plant, building, rubbish, unused materials, concrete forms, and equipment belonging to Contractor or used under Contractor's direction during construction, and in the event of failure to do so, the same may be removed by SCLAA at the expense of the Contractor.

TRESPASS:

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

SAFETY, SANITARY, AND MEDICAL REQUIREMENTS:

The Contractor, Contractor's employees, subcontractors, and their employees, shall promptly and fully carry out the existing safety, sanitary, and medical requirements as prescribed by the Division of Industrial Safety and by County or State Health Departments to the end that proper work shall be done, and the safety and health of the employees and of the community may be conserved and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the Airport Director at the Contractor's expense.

WATER AND POWER:

Unless otherwise provided in the Special Provisions, the Contractor shall provide, at Contractor's expense, all necessary water and power required for operations under the Contract. During the progress of the work, Contractor shall ensure that existing facilities, fences, and other structures are adequately protected and, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to SCLAA. SCLAA will assist the Contractor, at his specific request, in locating existing utilities.

PROTECTION OF EXISTING UTILITIES:

The Contractor 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 Contractor shall assume that the utility is to remain in place or be relocated or replaced by others.

The Contractor 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 Contractor.

CONSTRUCTION EQUIPMENT:

Contractor shall erect, equip, and maintain all construction equipment in strict accordance with all applicable statutes, laws, ordinances, rules and regulations of SCLAA or other authority having jurisdiction. Hoists and scaffolding shall be installed and erected in accordance with the latest Construction Safety Orders issued by the Division of Industrial Safety, State of California, and the Associated General Contractors "Manual of Accident Prevention in Construction," latest edition. Scaffolding, staging, runways, and similar equipment required for prosecution of the contract shall be provided and maintained by the Contractor.

Contractor shall provide, maintain, and remove upon completion of work all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, barricades around openings and excavations, ladders between floors, fences, and all other temporary work as required for all work hereunder.

WORK ZONE – TRAFFIC CONTROL DEVICES:

All Work Zones are to be properly delineated with the appropriate traffic control devices and to be utilized in accordance with the American Public Works Association (APWA) of the Southern California Chapter Work Area Traffic Control Handbook (WATCH) manual.

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.

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 day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) 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 Agreement. 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.

ENTIRE AGREEMENT:

This contract, including any attachments hereto, constitutes the sole and only agreement between the parties. It correctly sets forth the obligations of the parties to each other in respect to any such matters as of this date. Any agreements, discussions, statements, or representations of any kind between the parties respecting any such matters, not expressly set forth, in this agreement are null and void.

EXECUTION OF CONTRACT:

The Contract shall be signed by the successful bidder and returned, together with contract bonds (if applicable), proof of insurance coverage's and a copy of City of Victorville Business License within 10 days, not including Friday, Saturday, Sunday, and legal holidays, after the bidder has received the Contract for execution.

PROHIBITED INTEREST:

No member, officer, or employee of SCLAA engaged in the selecting, 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 to their knowledge no board member, officer or employee of SCLAA has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than SCLAA, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 1 (commencing with Section 87100) of Chapter 7 of Title 9 of the Government Code of the State of California.

EVALUATION OF BIDS, AWARD AND EXECUTION OF CONTRACT:

SCLAA reserves the right to accept or reject all bids and to award a contract to the bidder or bidders who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid; response time to emergencies; length and nature of warranties; anticipated length of life of materials; percentage mark up on materials supplied; past experiences of SCLAA with the bidder; references from other cities, developers, or municipalities regarding past work done by the bidder; ability to complete the job in the specified time with the specified quality of workmanship; as well as the lowest and best price.

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 Agreement shall be the property of SCLAA and shall be delivered to SCLAA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by 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 SCLAA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify SCLAA for all damages resulting therefrom.

UNFAIR BUSINESS PRACTICE CLAIMS:

In entering into SCLAA contract or a subcontract to supply goods, services or materials pursuant to a SCLAA contract, the contractor or subcontractor offers and agrees to assign to the awarding body 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 SCLAA 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).

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 Agreement meaningless.

HIRING OF ILLEGAL ALIENS PROHIBITED:

Contractor shall not hire or employ any person to perform work within SCLAA 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.

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.

DRUG-FREE WORKPLACE REQUIREMENTS:

The contractor and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

EMPLOYMENT OF LOCAL LABOR:

The SCLAA requests employment of local labor, whenever possible, shall be made in the construction of public projects receiving public funds. Accordingly, every Contractor and subcontractor undertaking to do work on any such project which is or reasonably may be done as onsite work, shall employ, in carrying out such contract work, qualified persons who regularly reside in the designated area where such project is to be located, or qualified persons who regularly reside in the area or in the adjacent or nearby regional areas within the High Desert Region and/or Southern California Region, except:

- a. To the extent that qualified persons regularly residing in the designated area or regional area are not available.
- b. For the reasonable needs of any such contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the contract.

The Contractor shall give full consideration to all qualified subcontractors referred by the local municipality, chamber of commerce or construction plan rooms, but is not required to employ any subcontractor referred whom the Contractor does not consider qualified to perform the classification of work required.

GENERAL CIVIL RIGHTS PROVISIONS:

The Contractor agrees to comply with pertinent statues, 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.

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 fully 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.

SPECIFICATIONS

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

SCOPE OF WORK

1. Contractor shall furnish all labor, materials, tools, and equipment necessary for a complete repainting job.
2. Contractor Shall paint all existing surfaces (Exhibit A).
3. All paint shall be applied at the manufacturers recommended mil thickness per coat (2 coats required). The application shall be heavy enough to achieve uniform color and lucid effect.
4. Contractor shall use designated paint code provided (Exhibit B).
5. Contractor shall remove hardware and hardware accessories, plates, fixtures, and items in place that are not to be painted, or provide protection such as taping, prior to surface preparation and painting. Taping includes windows, door jams, etc.
6. A walk-through will be performed with the Contractor and SCLA Authority Representative(s) to identify areas NOT TO BE PAINTED.
7. Before painting in any section of the building, use sheeting to protect surfaces. Use masking tape wherever necessary to protect finished work or other surfaces liable to be damaged during painting.
8. Furniture and wall hangings will be removed and moved when necessary by SCLA staff.
9. All items that cannot be removed must be covered before painting services begin.
10. All surfaces to be painted must be prepared by removing any nails or wall hanging materials.
11. Wall surfaces that have imperfections must be repaired and walls left with a smooth surface prior to applying primer/paint. This includes, but is not limited to, the following: nail holes, scratches, and dents.
12. All holes and larger blemishes must be patched with a compatible, approved patching material to maintain a durable surface.
13. Acrylic frames with standoffs or wall letter will not be removed and must be protected prior to painting.
14. Walls will be painted down to one half inch above the existing carpet.
15. Contract change orders require approval prior to any work being performed.
16. To minimize disruption to the daily operations at the SCLA, most work will be scheduled during holiday/weekend closures and/or after hours.
17. Contractor shall attend a mandatory pre-construction meeting with the SCLA and a carpet contractor for the purpose of coordinating work effort and schedules.

Paints – Building 728
2021
Dunn Edwards

INTERIOR

Premium – Spartawall

Primer – Ultra Grip

Walls

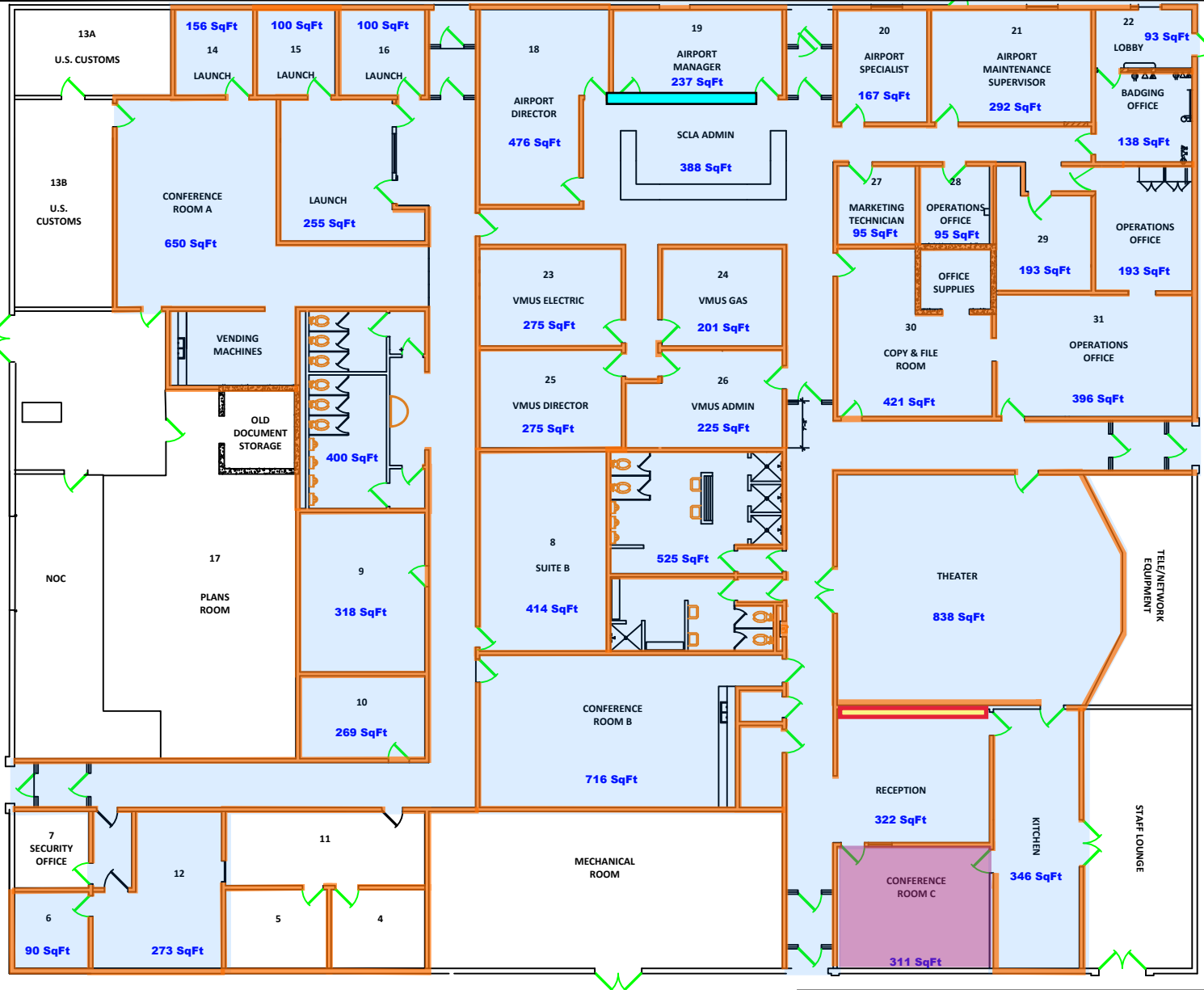
- Finish – Eggshell
- Color DE6330 / Waterloo

Doors and Door Trim

- Finish – Semi Gloss
- Color DE6331 / Bay of Hope

Accent Wall

- Finish – Eggshell
- Color DE5815 / Frozen Lake



BUILDING 728
 18374 PHANTOM WEST

- Shaded areas where paint will be applied on walls
- Walls highlighted that will receive paint
- Area where no paint will be applied
- Area where wallpaper will be applied
- Area to be painted with accent color (Exhibit A)

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

**FORMS
SUBMISSION CERTIFICATION**

I hereby submit to the SCLAA the following Bid Proposal for work outlined in the plans and specifications entitled **BUILDING 728 INTERIOR RE-PAINTING, Project #CC22-042**. All the following documents (check below) are completed, fully executed, and included in my Bid Proposal as required in the bid document:

- Submission Certification
- Bid Proposal Form
- Bidder Identification
- Customer References
- Worker's Compensation
- Signature Authorization
- List of Subcontractors
- Questionnaire
- Non-Collusion Declaration
- SB 854 Certification
- Debarred Certification Acknowledgement
- Acknowledgement Pages for All Bid Addenda

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the Bid Proposal 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.

Business Name

Authorized Signature Printed Name and Title

Date Signed Telephone Number

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

BID PROPOSAL FORM (PRICE SCHEDULE)

The undersigned declares that he has carefully examined the site of the proposed work, 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 728 Interior Re-Painting, Project CC22-042 in accordance with all the provisions of the Contract Documents for the price set forth in the following schedule:

BID ITEM	DESCRIPTION	UOM	UNIT PRICE	TOTAL
1	BUILDING 728 INTERIOR RE-PAINTING	LS		
	TOTAL BID			\$

Note: SCLAA has the right to request for a detailed breakdown of the bid submitted.

TOTAL BID IN WORDS: _____

Bidder: _____

Address: _____

Phone: _____

Phone: _____ Fax: _____ E-mail: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

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. DIR Registration No. : _____
12. Proposer's Project Manager: _____
13. Proposer's Name and Title Authorized to sign legal documents: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

CUSTOMER REFERENCES

Bidder: _____

FOR THE MOST RECENT WORK PERFORMED: LIST AT LEAST FOUR (4) PROJECT OWNERS FOR WHOM YOU HAVE PERFORMED SIMILAR WORK WITHIN THE PAST FIVE (5) YEARS		
1.	Name of Owner:	
	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:	
	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:	
	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:	
	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:	
	Authorized Owner Representative Name, Title & Phone #:	
	Contract Amount and Completion Date:	
	Percentage of work performed by Bidder's own forces:	
	Project Name:	
	Project Description:	
6.	Name of Owner:	
	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
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

WORKERS' COMPENSATION CERTIFICATE

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

SIGNATURE AUTHORIZATION

Proposer/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. My tax identification number is _____
(For individuals, this number is usually the Social Security Number)

3. 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.

4. 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.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

The bidder is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Government code of the State of California.

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 tasks designated by the SCLAA. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the contractor's own organization. **Provide additional pages as necessary.**

Bidder's Name _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

INITIAL IF NO SUB: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

QUESTIONNAIRE

In accordance with Government code Section 14310.5, 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
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

**NON-COLLUSION DECLARATION (MUST BE SIGNED)
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL
(Public Contract Code Section 7106)**

The undersigned declares:

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

Any person executing this declaration on behalf of the proposer 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 proposer.

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
CC22-042 BUILDING 728 INTERIOR RE-PAINTING
SENATE BILL 854**

(<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

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. SCLA 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.

Subcontractor Eligibility. Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.

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

SCLA as applicable will be required to fill out a form alerting the DIR of the services you are providing the City. 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
CC22-042 BUILDING 728 INTERIOR RE-PAINTING**

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 SCLAA 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 SCLAA, the SCLAA 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: _____

SAMPLE CONSTRUCTION AGREEMENT

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
CONTRACTOR
FOR
PROJECT TITLE AND PROJECT NUMBER**

THIS CONSTRUCTION AGREEMENT (the “Agreement”) 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 the “Contractor”. The SCLAA and the Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS:

WHEREAS, the **SCLAA** requires **PROJECT TITLE AND PROJECT NUMBER** (the “Project”); and

WHEREAS, in light of the facts set forth above, the SCLAA desires to retain Contractor in connection with **PROJECT TITLE**.

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 Agreement by this reference, as though set forth herein.

Section 2. TERM OF AGREEMENT

This Agreement shall commence within **NUMBER (QTY) OF CALENDAR DAYS** after issuance of Notice to Proceed (the “Commencement Date”) and shall terminate upon completion of the Project **NUMBER (QTY) OF CALENDAR DAYS** after Commencement Date (**the “Termination Date”**), unless sooner terminated in accordance with the provisions of this Agreement (the “Term”). From and after the Termination Date, and upon subsequent Agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 3 below.

REMOVE IF NOT APPLICABLE

This Agreement may be extended for **(NUMBER OF YEARS)** additional one-year periods (hereinafter “Option Periods”), at the option of the SCLAA, subject to satisfactory performance as determined by the SCLAA. The SCLAA shall give Contractor sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the SCLAA decide to exercise its

option(s) to extend. In the event the SCLAA does not give Contractor such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 3 below. Should the SCLAA fail to give Contractor the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Contractor.

Section 3. TERMINATION OR SUSPENSION

a. This Agreement 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 Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement 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 Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

Section 4. CONTRACT DOCUMENTS; PRIORITY

a. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are intended to be correlative and constitute Contractor's performance obligations:

Revise as applicable

1. This Agreement.
2. Exhibits A & B.
3. Notice Inviting Bids for the Project.
4. Specifications for the Project.
5. Special Provisions.
6. Accepted Proposal.
7. List of Subcontractors.
8. Faithful Performance.
9. Non-Collusion Affidavit.
10. Guaranty.

b. Interpretation. In the event of any conflict between any of the Contract Documents, the document highest in the order of precedence (from highest to lowest), as set forth in Subsection 4.a above shall control.

Section 5. CONTRACTOR'S OBLIGATIONS

Contractor shall 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 therefore, as provided in the Contract Documents.

Section 6. COMPENSATION

The Contractor agrees to receive and accept the following amount, not to exceed **SPELL**

OUT DOLLAR AMOUNT and 00/100 Dollars (\$000.00), as full compensation for furnishing; all materials, doing all the work contemplated and embraced in this contract, all loss or damage arising out of the nature of the work aforesaid, 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, and for all risks of every description connected with the work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole work, thereof, according to the requirements of the Contract Documents and to the satisfaction of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, to wit: See **Exhibit "A", Scope of Work**.

Section 7. BID PROPOSAL FORMS (REVISE, AS APPLICABLE-PROPOSAL, QUOTE, ETC.)

The SCLAA shall pay Contractor as provided in the Bid Proposal Forms, attached hereto as **Exhibit "B"**, and incorporated herein by this reference as though set forth in full, subject to approval of the SCLAA, when applicable.

Section 8. 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 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. **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 or any political 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. Nothing in Section 1720.9 shall cause any company to be treated as a contractor or subcontractor for any purpose other than the application of this chapter of the Labor Code.

c. The delivery company shall provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

d. Contractor shall be solely responsible for using the correct wage decision or determination 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 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 9. 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 contract.

Section 10. NOTICE TO PROCEED

No work, service, material, or equipment shall be performed or furnished 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 Notice to Proceed, and to diligently execute the same to completion within the time limits set forth in the Contract Documents.

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

Contractor shall procure and maintain at its own expense, during the term of this Agreement, 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 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.

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 officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the Authority 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 officers, volunteers, employees, 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 Agreement and furnish to the Authority Secretary certificates of said insurance at least one (1) day prior to the commencement of any work 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 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."

Section 17. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 18. 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 Agreement, 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:

a. 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;

b. 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 there from;

c. 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 the SCLAA;

d. 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 Agreement. Contractor shall require the same indemnification from all subcontractors.

Section 19. REPORTS

Upon request by **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, Contractor shall prepare and submit reports concerning Contractor's performance of the work required by this Agreement.

Section 20. RECORDS

a. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 21. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 22. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous Agreements, either oral or written, between the SCLAA and Contractor with respect to the subject matter of this Agreement.

b. 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 Agreement and the Contract Documents.

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

Section 23. AMBIGUITIES

This Agreement 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 this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

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 Agreement and **Exhibits "A" and "B"**, the terms of this Construction Agreement shall control and nothing set forth in **Exhibits "A" and "B"** shall be deemed to supersede any of the provisions of this Construction Agreement.

Section 24. NOTICES

a. Any notice to be provided pursuant to this Agreement 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: **INSERT DEPT. HEAD NAME AND TITLE**
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 Agreement.

Section 26. REVIEW BY ATTORNEYS

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

Section 27. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Agreement 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 Agreement 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 Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Agreement 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 Agreement.

Section 30. GENDER; PLURAL

In this Agreement, 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 Agreement 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 Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, 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 Agreement, 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 Agreement and all proceedings involving any enforcement action related to this Agreement 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 Agreement concerning this Agreement 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 Agreement shall not be binding upon the SCLAA, until signed by the authorized representative(s) of Consultant, approved by the Authority Risk Manager, and executed by the authorized the SCLAA personnel or Authority Chairman.

Section 37. REPRESENTATIONS OF PARTIES AND PERSONS

EXECUTING AGREEMENT

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

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

Section 38. COUNTERPARTS

This Agreement 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 Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement 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: _____
**John Preston,
Authority Risk Manager**

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

Dated: _____

Dated: _____