

ATTACHMENT C

Amendment One

**AMENDMENT NUMBER: ONE
TO
CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
PAVE-TECH INC.
FOR
RUNWAY 17/35 RECONSTRUCTION PHASE V,
PROJECT NUMBER: CC24-126**

THIS AMENDMENT (the "Amendment") is made and entered into this ____ day of _____ 2024, by and between the Southern California Logistics Airport Authority, a joint powers authority, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "SCLAA"), and **Pave-Tech Inc., a California corporation**, hereinafter referred to as "Contractor." The SCLAA and Contractor are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties".

Recitals

1. **WHEREAS, SCLAA** has a Construction Agreement (hereinafter referred to as the "Original Agreement") with the Contractor to provide **Runway 17/35 Reconstruction Phase V, Project CC24-126**; and
2. **WHEREAS**, it is the desire of the Parties to issue Amendment One (1) to the Original Agreement to amended Section 2. Contract Documents; Priority, Exhibit B, Bid Proposal Form; and Section 5., Compensation to Contractor; Manner of Payment, is amended to increase the total cumulative sum by \$211,530.17; thereby revising the not to exceed sum from \$4,933,549.27 to \$5,145,079.44; and
3. **NOW THEREFORE**, in consideration of the covenants, conditions, and promises contained herein and for such other good and valuable consideration, receipt of which is hereby acknowledged, the Parties are willing to amend the Original Agreement as stated below.

Contract Amendment

Section 2. – CONTRACT DOCUMENTS; PRIORITY- is amended as follows:

"The Bid Proposal Price Schedules submitted to SCLAA by Contractor and attached as Exhibit "B" is hereby amended to include "Runway 17/35 Reconstruction Phase V – Amendment dated November 21, 2024, incorporated herein by this reference and attached as Exhibit "B-1".

Section 5. – COMPENSATION TO CONTRACTOR; MANNER OF PAYMENT,
SUBPARAGRAPH a. – is amended as follows:

“Subject to the provisions of Section 3 of this Contract and Section XVII 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 **Five Million One Hundred Forty-five Thousand Seventy-nine and 44/100 Dollars (\$5,145,079.44)**, (the “Contract Amount”). See **Exhibits “B” and “B-1”**, Bid Proposal Price Schedules.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused the Amendment to the Original Agreement to be entered as of the dates written below.

PARTY OF THE FIRST PART

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

By: _____
**Elizabeth Becerra,
Authority Chairman**

Dated: _____

PARTY OF THE SECOND PART

PAVE-TECH INC.

By: _____
**Rudy C. Zavalani,
President**

Dated: _____

ATTEST

By: _____
**Jennifer Thompson,
Authority Secretary**

Dated: _____

By: _____
**Sandra Bostick,
Authority Risk Manager**

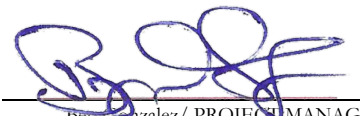
Dated: _____

APPROVED AS TO STANDARD FORM

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

Dated: _____

PAVE-TECH INC.											
BREAKDOWN OF DIRECT COSTS											
DATE: 14 Nov 24											
ITEMS OF WORK FOR PAVE-TECH INC. ITEM OF WORK BREAKDOWN		QTY	UNIT	MATERIALS		LABOR		EQUIPMENT			
				Unit Cost	Total Cost	Unit Cost	Total Cost	R	Qty	Rate	Total
1.	MICROMILL & REMOVAL OF EXISTIG STRIPING & GSB88 SEAL RUNWAY 03/21	860000	SF	\$0.00		\$0.01	\$ 8,932.95	1	\$2,889.35	\$2,889.35	
2.											
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											
10.											
					\$0.00		\$ 8,932.95	R			
								O	Total	\$2,889.35	
SUBCONTRACTOR ITEMS OF WORK		QTY	UNIT	MATERIALS		LABOR		EQUIPMENT			
				Unit Cost	Total Cost	Unit Cost	Total Cost	R	Qty	Rate	Total
1.	MICROMILL & REMOVAL OF EXISTIG STRIPING & GSB88 SEAL RUNWAY 03/21	860000	SF	\$0.22	\$189,635.00						\$0.00
2.											
3.	RESTRIPING OF AIRFIELD MARKINGS NOT INCLUDED										
4.											
5.											
6.											
7.											
8.	PAVE-TECH INC. SUBCONTRACTOR TOTALS				\$189,635.00		\$0.00		Total (Owned)		\$0.00
9.											
10.	Total Pave-Tech Costs	\$	11,822.30								
11.	Total subcontractor Costs	\$	189,635.00								
12.	Sub Total of Costs	\$	201,457.30								
13.	5% MARK UP	\$	10,072.87								
14.		\$	211,530.17								
15.											
16.											
NOTES:											
1.) MICROMILLING WILL BE UTILIZED TO REMOVE THE EXISTING STRIPING											
2.) RUNWAY 03/21 WILL BE SEALED USING GSB-88.											
3.) RE-INSTALLATION (STRIPING) OF THE AIRFIELD MARKINGS IS NOT INCLUDED IN THE SCOPE OF WORK PRICED BY PAVE-TECH, STRIPING TO BE PERFORMED BY OTHERS.											


Ben Gonzalez/ PROJECT MANAGER