

ATTACHMENT B

**CONSTRUCTION
AGREEMENT**

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
UNIVERSAL COATINGS, INC.
FOR
BUILDING 553 ROOF REPLACEMENT, PROJECT CC25-064**

THIS CONSTRUCTION AGREEMENT (the "Agreement") dated this _____ day of _____, 2025, for reference purpose only, 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 **Universal Coatings, Inc.** a Nevada, corporation, 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 **Building 553 Roof Replacement, Project CC25-064** (the "Project"); and

WHEREAS, in light of the facts set forth above, the SCLAA desires to retain Contractor in connection with **Building 553 Roof Replacement**; and

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 **Fifteen (15) Calendar Days** after issuance of Notice to Proceed (the "Commencement Date") and shall terminate upon completion of the Project **Sixty (60) 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.

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:

1. This Agreement.
2. Exhibits A & B.
3. Notice Inviting Bids for the Project.
4. Specifications for the Project.
5. Special Provisions.
6. List of Subcontractors.
7. Faithful Performance & Payment Bonds
8. Non-Collusion Declaration.
9. 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 **Two Hundred Forty-three Thousand and 00/100 Dollars (243,000.00)**, 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 **C. Eric Ray, Airport Director**, or his designee, to wit: See **Exhibit "A", Scope of Work.**

Section 7. BID PROPOSAL FORMS

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. Compliance with State Prevailing Wage Law. Pursuant to California Labor Code Section 1773, the SCLAA has obtained from the Director of the Department of Industrial Relations (“DIR”) the general prevailing rate of per diem wages and the general prevailing wage rate for holiday and overtime work applicable for each craft, classification, or type of worker in San Bernardino County, California, where the Project is to be performed. Copies of these prevailing rate of per diem wages are on file at the City of Victorville Finance Department/Purchasing Division and shall be made available for review to any interested party on request. Copies of these prevailing rate of per diem wages are also available from the State of California via the internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor and its subcontractors shall pay not less than said specified prevailing rate of per diem wages to all workers employed by them in the performance of any work under this Agreement which constitutes “public works” or “public work”, including without limitation, **Building 553 Roof Replacement**, and any other work or services described in or encompassed by California Labor Code (“Labor Code”) Sections 1720 through 1720.9, 1771, and 1772. Contractor shall be solely responsible for using the correct and current prevailing wage rates 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 prevailing wage, or compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at the work/job site, employment of apprentices, and other requirements of Labor Code Section 1720 *et seq.*; Labor Code Section 1810 *et seq.*; California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws.

b. Designation as Contractor Not Determinative. For purposes of this Agreement, Contractor and its subcontractors shall be subject to and shall comply with all provisions of the Labor Code applicable to contractors and subcontractors when they are engaged in the performance of any work under this Agreement which constitutes “public works” or “public work” as defined in subsection a above, despite being designated as a Contractor.

c. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the provisions of this Section and the terms of Exhibit “A” or Exhibit “B” of this Agreement, the provisions of this Section shall control and nothing herein shall be considered as an acceptance of the terms of Contractor’s Scope of Services, scope of work, bid proposal, cost proposal, and/or fee schedule which conflict with the provisions of this Section.

d. Payroll Records. Contractor and its subcontractors must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 *et seq.* (hereinafter the “Regulations”), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(1) Contractor and Subcontractor Obligations. Contractor and each subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(a) The information contained in the payroll record is true and correct; and

(b) Contractor or subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any covered work performed by its employees on the Project.

(2) Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to the SCLAA, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(3) Enforcement. Upon notice of noncompliance with Labor Code Section 1776, Contractor or subcontractor has ten days in which to comply with the requirements of this section. If Contractor or subcontractor fails to do so within the ten-day period, Contractor or subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

(4) Payment of Invoices. Copies of the certified payrolls, proof of payroll submissions, and appropriate lien releases are required with each invoice to the SCLAA. Payment of the invoice may be delayed when payroll-related documents and/or lien releases are not included with the invoice.

e. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

f. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices, as required by regulation.

g. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other applicable requirements of Labor Code Section 1720 *et seq.*, Labor Code Section 1810 *et seq.*, the Regulations, 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 shall require the same of all its subcontractors.

h. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hours laws will be enforced as follows:

(1) Pursuant to Labor Code section 1775, the Contractor and any subcontractor under it shall forfeit as a penalty to the SCLAA not more than Two Hundred Dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Agreement by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each

worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

(2) Pursuant to Labor Code Section 1813, Contractor or subcontractor shall, as a penalty to the SCLAA, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, except as specified in Labor Code Section 1815. In accordance with the provisions of Labor Code Section 1810 *et seq.*, eight (8) hours is the legal working day.

i. DIR Monitoring. Pursuant to Labor Code Section 1771.4, the Agreement for this Project is subject to compliance monitoring and enforcement by the DIR.

j. DIR Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code Sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Agreement is entered into and maintain registration for the duration of the Project.

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, AUTOMOBILE AND POLLUTION
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 13. **POLLUTION LIABILITY**

Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$1,000,000 aggregate per policy period of one year.

Section 14. **INSTALLATION FLOATER**

Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom it performing any work under this agreement shall purchase, and maintain insurance to the full contract and insurable value thereof commonly referred to as an Installation Floater 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 shall name the SCLAA and the City of Victorville as a Loss Payee as their interest may appear, and include a Waiver of Subrogation Endorsement(s) in favor of the SCLAA and the City of Victorville.

Section 15. **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 16.

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 17.

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 commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the SCLAA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SCLAA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies."

Section 18.

TIME OF THE ESSENCE

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

Section 19.

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 20. **REPORTS**

Upon request 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 Agreement.

Section 21. **RECORDS**

a. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **C. Eric Ray, Airport Director**, 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. **C. Eric Ray, Airport Director**, 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 **C. Eric Ray, Airport Director**, 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 22. **MODIFICATIONS AND AMENDMENTS**

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

Section 23. **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 24. **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 **Exhibit "B"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Construction Agreement and **Exhibit "B"**, the terms of this Construction Agreement shall control and nothing set forth in **Exhibit "B"** shall be deemed to supersede any of the provisions of this Construction Agreement.

Section 25. **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: C. Eric Ray, Airport Director
Southern California Logistics Airport Authority
18374 Phantom West
Victorville, CA 92394

To Contractor: Kim Nulick, Executive Vice President
Universal Coatings, Inc.
5191 E. Dakota Ave.
Fresno, CA 93727

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 26. **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 27. **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 28. **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 29. **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 30. **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 31. **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 32. **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 33. **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 34. **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 35. **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 36. **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 37. **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 38.

**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 39.

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.

Section 40.

CARB COMPLIANCE OBLIGATIONS

a. CARB Regulations. Contractor is aware of the California Air Resources Board ("CARB") regulations mandating various emission reduction requirements. Contractor agrees to comply with all applicable CARB regulations (Title 13, Division 3 of the California Code of Regulations ("CCR")) prior to commencing any work hereunder and maintain compliance throughout the duration of this Contract.

(1) Vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to CARB's Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets (ACF) webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

(2) Effective January 1, 2024, CARB implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR Section 2449 *et seq.*, the "Off-Road Regulation") which apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California (including any vehicles or equipment that is rented or leased). The Off-Road Regulation is available at: <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>.

b. Contractor must comply with all CARB regulations and requirements, including without limitation, all applicable sections of the Off-Road Regulation (as codified in 13 CCR Section 2449 *et seq.*) throughout the term of the Project and this Contract. Contractor shall be solely liable for all costs associated with complying with the regulations, as well as for any and all penalties, fines, damages, or costs associated with violations or failures to comply with the regulations. Contractor shall defend, indemnify, and hold harmless SCLAA and the City of Victorville, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, costs, penalties, interest or other damages arising out of Contractor's failure or alleged failure to comply with CARB regulations.

(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**

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

Dated: _____

UNIVERSAL COATINGS, INC.

By: _____
**Kim Nulick,
Executive Vice 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: _____

EXHIBIT A

SCOPE OF WORK

SCLAA agrees to engage Contractor and Contractor agrees to furnish all necessary labor, tools, materials, and equipment for and to do the Work for the Project. The Work shall be performed (i) as generally described in the Request for Bid, Project Number CC25-064, and any or all applicable Addenda for the Project, portions of which are attached hereto for ease of reference as **Exhibit "A"**, and the entirety of which is currently on file in office of the Authority Secretary); and (ii) the prices set forth in Contractor's Bid Proposal (attached as **Exhibit "B"**).

See Attachment

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-064 BUILDING 553 ROOF REPLACEMENT PROJECT**

SCOPE OF WORK

This project involves the reconstruction of Building 553 Roof, approximately 16,000 sq. ft. The Contractor shall remove and dispose of eight roof drains and seven protrusions (Exhibit A). **The Contractor shall remove approximately 5,600 sq. ft. of the existing foam roof down to the Fiber Insulation Board (Exhibit B). The Fiber Insulation Board shall be inspected by SCLAA staff for any cracks, seams, or any loose board.** The existing parapet metal coping and reglet flashing shall be cleaned to remove all prior caulking and sealant. The existing parapet metal coping and reglet flashing shall be inspected for any missing or loose screws. The Contractor shall replace any missing or loose screws on the metal coping and reglet flashing.

The protrusions shall be cut flush down to substrate. The seven holes shall be covered with a minimum of 12-inch overlap with roofing materials provided by SCLAA. Size 10 screws with neoprene washers shall be used to affix the roofing material to the current decking and shall be spaced apart every six inches. The contractor shall provide and install eight roof drains. The Contractor shall clean the roof from any debris or loose materials in preparation for primer and SPF. The Contractor shall provide and install eight downspouts with a scupper box to the existing roof scuppers. The Contractor shall provide and install 8 roof drains to match existing roof drains.

The Contractor shall provide and apply Ultra-Bond, or equivalent, at a rate of 1 gallon per 100 square feet to cover all surfaces being required to have foam. The Contractor shall provide and apply Spray Polyurethane Foam ("SPF") Closed-Cell Roofing Foam System such as Opticell Foam, or equivalent. The SPF shall be applied in accordance with manufacturers' specifications and instructions. **The Contractor shall spray/apply 2" of SPF to the Fiber Isolation Board to tie into the existing cap sheet roofing approximately 5,600 sq. ft.** The SPF shall be applied in layers not exceeding two inches, reaching a minimum of a 2-inch nominal thickness on the entire roof and up the parapet wall terminating at the reglet flashing approximately 16,000 sq. ft. The SPF shall be applied in a manner to provide a positive slope to each roof drain, scupper drain and to prevent ponding.

The Contractor shall provide and apply an Acrylic Elastomeric such as Henry Premax, or equivalent, in accordance with manufacturers specifications and instructions. The Acrylic Elastomeric Coating shall be applied over the SPF in three layers with the base layer being white, middle layer gray, and topcoat being white with each layer equating to 14 mils dry for a total of 42 mils dry. The Contractor shall provide White Ceramic Roofing Granules and shall be applied to the final coat at a rate of 50 lbs. per 100 square feet or until refusal. The Contractor shall be responsible for sweeping, cleaning, and removing all loose non-imbedded granules from the project site once the final coat is cured.

The Contractor shall remove and dispose of approximately 860 linear feet of gutters, downspouts, **edge metal, and fascia board** to building 732,733,738,739, and 744 (Exhibit A-1). **The Contractor shall provide and install approximately 860 linear feet of fascia board and edge metal on the north and south side of buildings 732,733,738, 739, and 744.** The Contractor shall provide and install approximately 860 linear feet of new gutters and downspouts to match the existing gutters and downspouts to buildings 732,733,738,739, and 744 (Exhibit A-1). **The Contractor shall paint approximately 860 linear feet of fascia board to match the color of the existing fascia board.**

The Contractor shall clean the project site and dispose of all trash from the project site. The Contractor shall be responsible for confirming all roof dimensions and square footage prior to bid. The Contractor shall be responsible for the security of their equipment and materials.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-064 BUILDING 553 ROOF REPLACEMENT PROJECT**

General Provisions

- Mobilization shall be limited to 6 percent of the total project cost.
- A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of The Contractor may proceed with regular work for at least (6) hours toward completion of the contract. When work is suspended for causes beyond The Contractors control, it shall not be counted as a working day. Saturdays, Sundays, and holidays on which The Contractors forces engage in regular work shall be considered as working days. Working days for this project shall be Monday-Friday, 6:30 A.M. until 4:30 P.M.
- The SCLAA shall obtain Building roof permits prior to commencing work.
- The Contractor shall obtain a City of Victorville business license.
- The Contractor shall be required to furnish all labor, equipment, supplies, transportation, and storage to perform all operations necessary to complete the project.
- The Contractor shall be responsible for hauling away all debris from the 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.
- The Contractor shall submit product submittals for approval prior to use.
- A Pre-construction meeting shall be held with appropriate tenants and airport staff prior to work commencing. The Contractor shall provide a schedule prior to the pre-construction meeting.
- The Contractor shall hold bids for at least 60 days.
- The Contractor shall provide a standard one-year Public Works warranty. No additional warranty requested.
- This project shall be scheduled to be completed within **60 calendar days**.

EXHIBIT B

BID PROPOSAL FORMS

See Attachment

ADDENDUM NO. 4

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-064 BUILDING 553 ROOF REPLACEMENT PROJECT**

BID PROPOSAL PRICE SCHEDULE

The undersigned declares they have carefully examined the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders 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 553 Roof Replacement Project** in accordance with all the provisions of the Contract Documents for the prices set forth in the following schedule:

BID SCHEDULE

Bid Item	Description	U. M.	Bid Quantity	Unit Price	Total
101	Mobilization (6% Max)	LS	1		\$ 5,220.00
102	Cut and dispose of drains and protrusions	EA	15	100	\$1,500.00
103	Remove and dispose of Foam Roof layer	SF	5,600	2	\$11,200.00
104	Clean, inspect and replace loose or missing screws on coping and reglet flashing	LF	600	5	\$3,000.00
105	Patch holes	EA	7	100	\$700.00
106	Provide and install roof drains	EA	8	300	\$2,400.00
107	Provide and install downspouts with scupper box	EA	8	200	\$1,600.00
108	Provide and apply Ultra-Bond, or equivalent	SF	16,000	2	\$32,000.00
109	Provide and apply 2" of SPF to the Fiber Insulation Board	SF	5,600	8	\$44,800.00
110	Provide and apply 2" of SPF to the entire roof and 1' up the wall	SF	16,000	3.5	\$56,000.00
111	Provide and apply Acrylic Elastomeric	SF	16,000	3.5	\$56,000.00
112	Provide and apply White Ceramic Roofing Granules	SF	16,000	1	\$16,000.00
113	ALLOWANCE	ALLOW			\$ 10,000
114	Remove, dispose, and replace gutters and downspouts	LF	860	1.00	\$ 860.00
115	Remove, dispose, and replace fascia board	LF	860		\$ 860.00
116	Paint fascia board	LF	860	1.00	\$ 860.00

TOTAL BID PROPOSAL FOR BUILDING 553 ROOF REPLACEMENT:

\$ 243,000.00

TOTAL BID PROPOSAL FOR BUILDING 553 ROOF REPLACEMENT IN WORDS:

Two Hundred Forty-Three Thousand Dollars and 00/100

\$ 243,000.00

Two Hundred Forty-Three Thousand Dollars and 00/100