

ATTACHMENT C

**STANDARD CONSTRUCTION
AGREEMENT**

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
UNIVERSAL COATINGS, INC.
FOR
BUILDING 686 ROOF REPLACEMENT, PROJECT CC24-013**

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 **Universal Coatings, Inc.**, a **state of 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 686 Roof Replacement, Project CC24-013** (the "Project"); and

WHEREAS, in light of the facts set forth above, the SCLAA desires to retain Contractor in connection with **Building 686 Roof Replacement**.

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 **Forty-five (45) 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.
8. Non-Collusion Affidavit.
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 **Six Hundred Seven Thousand Nine Hundred Ninety-seven and 00/100 Dollars (\$607,997.00)**, 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 686 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 **Exhibit "C"** and the terms of **Exhibit "A"** or **Exhibit "B"** of this Agreement, the provisions of this **Exhibit "C"** 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 **Exhibit "C"**.

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 AND AUTOMOBILE LIABILITY INSURANCE**

Contractor shall procure and maintain at its own expense, during the term of this Agreement, commercial general liability insurance at least as broad as Form CG 00 01, of not less than One Million Dollars (\$1,000,000) per occurrence, 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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. **RESERVED**

Section 14. **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the SCLAA, the City of Victorville and their 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 ten (10) days 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.

e. If the Contractor maintains broader coverage and/or higher limits than the minimums, the SCLAA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the SCLAA.

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 \$2,000,000 aggregate per policy period of one year.

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 **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 20. **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 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 "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 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:

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

To Contractor:

Kim Nulick, EVP
Universal Coatings, Inc.
5191 E. Dakota Avenue
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 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**

By: _____
**Debra Jones,
Authority Chairman**

Dated: _____

UNIVERSAL COATINGS, INC.

By: _____
Kim Nulick, EVP

Dated: _____

ATTEST

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

Dated: _____

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

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 do the Work for the Project. The Work shall be performed in accordance with: (i) the Plans and Specifications and applicable Addenda (as generally described in the Request for Bid, Project Number CC24-013, 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); (ii) the prices set forth in Contractor's Bid Proposal (attached as **Exhibit "B"**).

SEE ATTACHMENT

ADDENDUM NO.1

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA) CC24-013 BUILDING 686 ROOF REPLACEMENT

SCOPE OF WORK

This project involves the reconstruction of the roof of Building 686. Building 686 has three different roofs consisting of a lower level Skillion Roof, Gable Roof, and a Flat Roof, totaling approximately 60,000 square feet (Exhibit A). Building 686 Roof involves the removal of approximately 27,800 square feet of built-up roofing material on the Flat Roof and the 3 roof decks to be power washed and cleaned. This project involves the removal of approximately 61 protrusions. The subsequent holes shall be patched with roofing material provided by Southern California Logistics Airport Authority ("SCLAA"). Each Roof section shall be coated according to the respective bid schedules. The contractor shall be responsible for confirming all roof dimensions and square footages prior to bid. Refer to Technical Specifications for details and descriptions. This project shall be scheduled to be completed within 45 calendar days.

PROJECT LOCATION

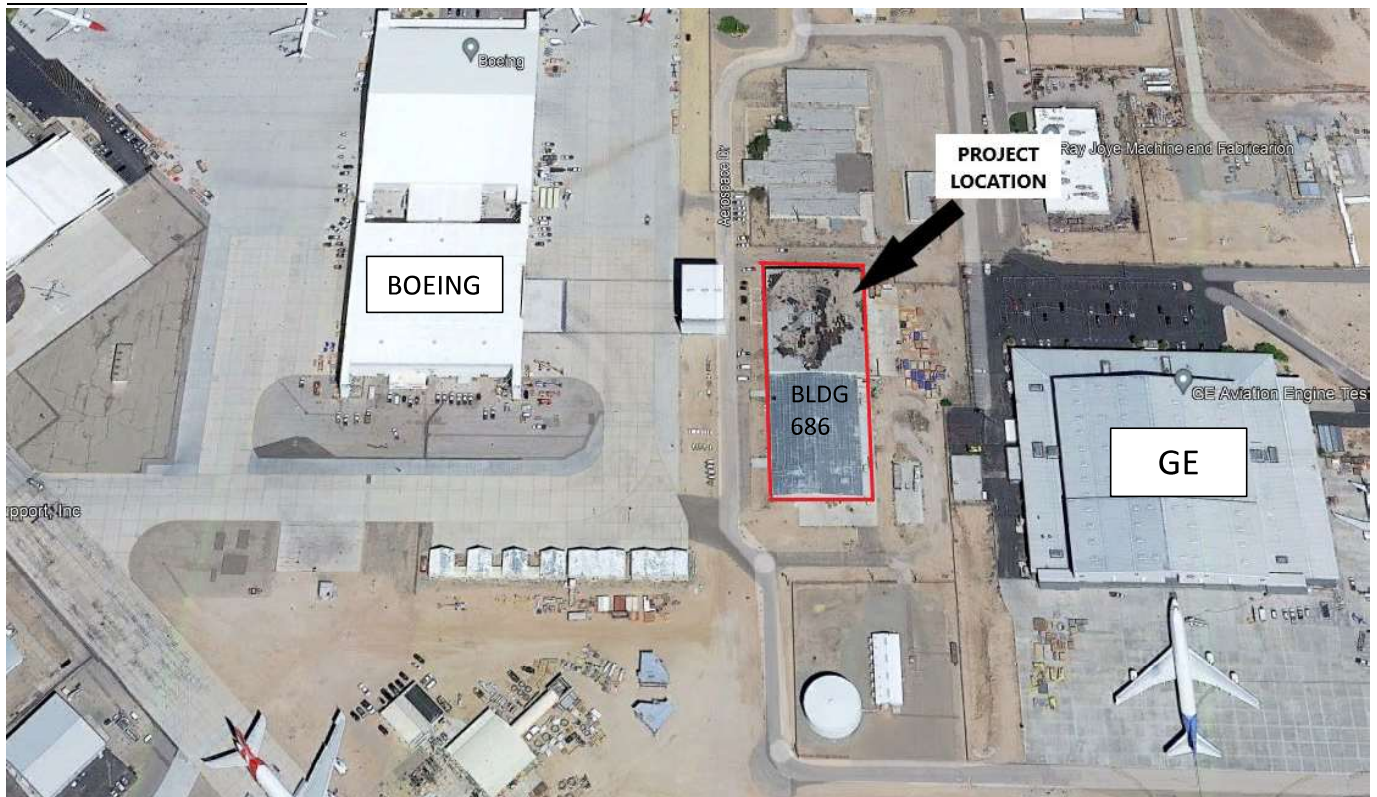


EXHIBIT B

BID PROPOSAL FORMS

SEE ATTACHMENT

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC24-013 BUILDING 686 ROOF REPLACEMENT**

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 686 Roof Replacement Project** in accordance with all the provisions of the Contract Documents for the prices set forth in the following schedule:

**Building 686 Flat Roof
BID SCHEDULE 100**

Bid Item	Description	U.M	Bid Quantity	Unit Price	Total
101	Mobilization	LS	1		\$ 30,000.00
102	Remove and dispose of built-up roof, protrusions and ridge cap.	LS	1		\$ 56,000.00
103	Remove and dispose of nailer board and edge flashing.	LF	668	3	\$ 2,004.00
104	Remove rain gutter and downspouts.	LS	1		\$ 2,500.00
105	Power wash, clean and inspect roof and west endwall for any loose or missing screws.	SF	28,500	.50	\$ 14,250
106	Patch all holes.	Each	36	50	\$ 1,800.00
107	Extra work or repairs, if approved by Southern California Logistics Airport Authority.	Allow			\$5,000
108	Provide and install ridge cap.	LF	182	3	\$ 546.00
109	Provide and install nailer board and edge metal flashing.	LF	668	4	\$ 2,672.00
110	Provide and apply Macropoxy 646 or equivalent on roof and west endwall.	SF	28,500	1	\$28,500.00
111	Provide and apply Spray Polyurethane Foam (SPF) on roof and west endwall.	SF	28,500	2.5	\$71,250.00
112	Provide and apply Acrylic Elastomeric Coating on roof and west endwall.	SF	28,500	4.5	\$ 128,250.00
113	Provide and apply White Ceramic Roofing Granules to final coat of Elastomeric Acrylic Coating.	SF	28,500	.50	\$14,250.00
114	Sweeping, cleaning and removing all loose non-imbedded granules from project site.	LS	1		\$ 7,125.00
115	Furnish and install rain gutter.	LF	364	4	\$1,456.00
116	Furnish and install downspouts.	EA	12	25	\$ 300.00

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC24-013 BUILDING 686 ROOF REPLACEMENT

BID PROPOSAL FOR BUILDING 686 FLAT ROOF: \$ 365,903.00

BID PROPOSAL FOR BUILDING 686 FLAT ROOF IN WORDS: Three Hundred -
Sixty Fiver Thousand Nine Hundred and Three Dollars 00/100

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC24-013 BUILDING 686 ROOF REPLACEMENT**

**Building 686 Skillion (Lower Level) Roof
BID SCHEDULE 200**

Bid Item	Description	U.M	Bid Quantity	Unit Price	Total
201	Mobilization	LS	1		\$ 3,000.00
202	Remove and dispose of protrusions.	EA	21	100	\$ 2,100.00
203	Remove and dispose of rain gutter, downspouts, and edge metal flashing at the rake.	LS	1		\$ 2,000.00
204	Power wash, clean, and inspect roof for any loose or missing screws.	SF	4,392	.75	\$ 3,294.00
205	Patch all holes.	Each	21	50	\$ 1,050.00
206	Extra work or repairs, if approved by Southern California Logistics Airport Authority.	Allow			\$5,000
207	The contractor shall furnish and install nailer at the rake edges.	LF	48	3	\$ 144.00
208	The contractor shall furnish and install edge metal foam stop at the rake edges.	LF	48	3	\$ 144.00
209	Provide and apply Macropoxy 646 or equivalent.	SF	4,392	1	\$ 4,392.00 \$ 17,568.00
210	Provide and apply Spray Polyurethane Foam (SPF).	SF	4,392	4	\$ 17,568.00
211	Provide and apply Acrylic Elastomeric Coating.	SF	4,392	2.5	\$ 10,980.00
212	Provide and apply White Ceramic Roofing Granules to final coat of Elastomeric Coating.	SF	4,392	.50	\$ 2,196.00
213	Sweeping, cleaning, and removing all loose non-imbedded granules from project site.	LS	1		\$ 1,200.00
214	Furnish and install rain gutter.	LF	183	4	\$ 732.00
215	Furnish and install downspouts.	EA	6	25	\$ 150.00

BID PROPOSAL FOR BUILDING 686 SKILLION ROOF: \$ 53,950.00

**BID PROPOSAL FOR BUILDING 686 SKILLION ROOF IN WORDS: Fifty Three Thousand -
Nine Hundred Fifty Dollars and 00/100**

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC24-013 BUILDING 686 ROOF REPLACEMENT**

**Building 686 Gable Roof
BID SCHEDULE 300**

Bid Item	Description	U.M	Bid Quantity	Unit Price	Total
301	Mobilization	LS	1		\$15,000.00
302	Remove and dispose of protrusions.	Each	4	100	\$ 400.00
303	Remove and dispose of rain gutter and downspouts.	LS	1		\$1,200.00
304	Power wash, clean, and inspect roof for any loose or missing screws.	SF	27,155	.5	\$13,577.00
305	Patch all holes.	Each	4	100	\$ 400.00
306	Extra work or repairs, if approved by Southern California Logistics Airport Authority.	Allow			\$5,000
307	Provide and apply Macropoxy 646 or equivalent.	SF	27,155	.75	\$20,366.25
308	Provide and apply Ultra Tuff 2500 or equivalent.	SF	27,155	2.75	\$74,676.25
309	Provide and apply Acrylic Elastomeric Coating.	SF	27,155	2	\$54,310.00
310	Sweeping, cleaning, and removing all debris and materials from project site.	LS	1		\$ 1,500.00
311	Furnish and install rain gutter.	LF	366	4	\$ 1,464.00
312	Furnish and install downspouts.	EA	10	25	\$ 250.00

***** AUTHORITY CLERK WILL READ THIS BID *****

GRAND TOTAL BID FOR BUILDING 686 ROOF

\$ 607,997.00

GRAND TOTAL BID FOR BUILDING 686 ROOF IN WORDS:

Six Hundred Seven Thousand Nine Hundred Ninty Seven Thousand Dollars and 00/100

Bidder: Universal Coatings, Inc.

Address: 5191 E. Dakota Avenue Fresno, CA 93727

Phone: (559) 233-6300 E-mail kim@universalcoatings.net

Signature:  Date: August 30, 2023

Name Printed: Kim Nulick Title: Executive Vice President