



Southern California

LOGISTICS AIRPORT

**SOLICITATION PACKAGE
FOR**

CC25-043 BUILDING 321 INTERIOR DEMOLITION

BID OPENING DATE AND TIME:

NOVEMBER 14, 2024

AT

2:30 P.M. PST

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

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SECTION A

NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

NOTICE INVITING BIDS

- A-1. **PROJECT TITLE AND DESCRIPTION:** The project involves the demolition of Building 321 interior, while preserving the existing exterior shell. Building 321 is approximately 56,664 sq. ft., two stories, and a basement; the work shall include labor, tools, finishing, clean up, and incidentals required for the proper completion of the work.
- A-2. **SEALED BIDS:** Sealed Bid Proposals shall be received by the Southern California Logistics Airport Authority ("SCLAA"), at City of Victorville City Hall, 14343 Civic Drive, Victorville, California, Finance Department, until **2:30 p.m. PST on NOVEMBER 14, 2024. BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED AND RETURNED UNOPENED.**
- A-3. **CONTRACT DOCUMENTS:** A full set of the Contract Documents applicable to this Project including plans, specifications, provisions, requirements, bid proposal and contract forms are available at the City of Victorville's website at <https://www.victorvilleca.gov/government/city-departments/administrative-services/finance/purchasing/bids>. Bid documents can also be obtained by contacting Celeste Calderon at 760-955-5082; email: cmcalderon@victorvilleca.gov.
- A-4. **BOND REQUIREMENTS:** Bids must be accompanied by a Bidder's Bond in the form of a certified or cashier's check or Corporate Surety Bond in amounts not less than ten percent (10%) of the bid submitted amount.
- A-5. **MANDATORY PRE-BID MEETING / JOBWALK: - A MANDATORY** pre-bid meeting and job walk has been scheduled for all prospective bidders. The meeting will be held on **OCTOBER 29, 2024, at 10:00 a.m. at the Southern California Logistics Airport Administrative Office, 18374 Phantom West, Victorville, CA, 92394.** Prospective bidders are encouraged to address questions, problems, and other issues regarding this project at this meeting. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Mandatory job walk to follow at Building 321.
- A bid received from a Contractor who is not represented by a duly authorized agent at the pre-bid meeting and job walk shall be considered non-responsive and rejected from further contract award consideration. The participant agrees that they are attending the job walk and assumes responsibility for their safety.**
- A-6. **PREVAILING WAGE:** The work contemplated by this project is a public work subject to prevailing wages under the California Labor Code section 1770 *et. Seq.* The successful bidder and subcontractors will be required to pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations (DIR) in effect on the date the work is performed.

A-7 **CIVIL RIGHTS:** Civil Rights – Title VI Solicitation Notice: The SCLAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

BY ORDER OF THE BOARD OF THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY

Dated: October 15, 2024

Signed, Jennifer Thompson, Authority Secretary

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

INSTRUCTIONS TO BIDDERS

I. SEALED BIDS: Sealed bids shall be received by the Southern California Logistics Airport Authority (SCLAA), City of Victorville City Hall, 14343 Civic Drive, Victorville, California 92393, Finance Department, Purchasing Division, Attention: Celeste Calderon, until **2:30 p.m. PST on NOVEMBER 14, 2024**. At such time, the bids will be publicly opened and read aloud by the Authority Secretary in Conference Room "A". Bids received after this time will be returned unopened. **Emailed, faxed, and late bids will not be accepted.** For more information, contact Celeste Calderon at (760) 955-5082 or cmcalderon@victorvilleca.gov.

II. SUBMISSION DOCUMENTS: All portions of the proposal forms listed on the Submission Certification checklist, contained in Section D of this bid package must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive.

III. CONTRACT DOCUMENTS: Bids shall conform with and be responsive to: the Notice Inviting Bids, Instructions to Bidders; Required Bid Documents and Proposal Forms; Contract; Bond and Guaranty Forms; Technical Specifications; Bid Addenda; Exhibits and any other documents incorporated in any of the foregoing by reference (hereinafter in these Instructions to Bidders the "Contract Documents").

IV. PROJECT QUESTIONS: Any prospective bidder desiring an explanation or interpretation of the Contract Documents must make a written request to the Purchasing Division (email acceptable). **All requests must be received on or before 12:00 p.m. PST on NOVEMBER 5, 2024**, to allow a reply to reach all prospective bidders before the due date for submission of their Bid Proposals. Any information requested by a prospective bidder concerning this solicitation will be furnished promptly to ALL prospective bidders as an addendum to the Contract Documents, assuming that the information is necessary in submitting Bid Proposals or the lack of it would be prejudicial to prospective bidders.

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

V. ENGINEER'S ESTIMATE: Engineer's Estimate is approximately \$500,000.00

VI. LIQUIDATED DAMAGES: The Contractor shall pay SCLAA the sum of **\$200.00 per day** for each and every calendar day delay in finishing the work as outlined in the Scope in excess of the **SIXTY (60) CALENDAR DAYS** specified below as Liquidated Damages. The SCLAA withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

VII. BEGINNING OF WORK AND TIME OF COMPLETION: The work under this contract shall be diligently prosecuted to completion before expiration of **SIXTY (60) CALENDAR DAYS** beginning on the date specified in the Notice to Proceed.

VIII. BONDS AND GUARANTY REQUIRED: Each Bid Proposal submission must include all the Required Bid Documents and Proposal Forms (Contained in Section D of the Contract Documents and listed on the Submission Certification form therein) and be accompanied by a certified or cashier's check, or by a corporate surety bond (Bidder's Bond) on the form included therein. Such check or Bidder's Bond is the Bidder's guarantee that he/she/it shall, if an award is made in accordance with the terms of his/her/its Bid Proposal, promptly secure the insurance and endorsements, Faithful Performance and Payment Bonds and Guaranty required by the Contract Documents and execute a Contract for the work on the required forms (see sample forms in Section E of the Contract Documents "Contract, Bond and Guaranty Forms"). Said

check or bidder's bond shall accompany and be enclosed in the same envelope with the Bid Proposal. Said Bidder's Bond shall be in an **amount not less than ten percent (10%)** of the total amount of the Bid Proposal.

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

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

IX. RETURN OF PROPOSAL GUARANTIES: The proposal guaranties accompanying the proposals of the first, second and third lowest responsive responsible bidders will be retained until the Contract has been finally executed, after which those proposal guaranties, except bidder's bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose proposals they accompanied. The proposal guaranties, submitted by all other unsuccessful bidders will be returned upon determination, by the SCLAA, of the first, second and third lowest responsible bidders.

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

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

The Contractor shall perform with its own organization contract work amounting to not less than twenty percent (20%) of the total original contract price. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the amount of work required to be performed by the Contractor's own organization.

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

XI. APPRENTICES ON PUBLIC WORKS: The Contractor shall comply with all applicable provisions of Section 1777.6 of the California Labor Code relating to employment of apprentices on public works

projects. Prior to commencing work on a contract for public works, Contractor shall submit Contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public works. Contractor and Subcontractor shall provide and keep accurate payroll records and shall be available for inspection by the Division of Labor Standards Enforcement (DLSE) (full texts of these codes are available at www.leginfo.ca.gov/calaw.html).

All public works contracts valued at \$30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than \$30,000.

XII. PERMITS AND LICENSES: Contractors shall be licensed in accordance with the laws of California and must hold a valid **CLASS B – General Building Contractor** license. Contractor shall submit the work in progress to periodic inspection by the SCLAA and shall honor all correction notices issued by same. All contractors shall be licensed in accordance with the laws of State of California; any contractor not so licensed shall be subject to penalties imposed by such laws. Bidders shall possess the appropriate license at the time the Bid Proposal is submitted.

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

XIV. CALIFORNIA STATE PREVAILING WAGE: Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Bernardino County from the Director of the California Department of Industrial Relations (“DIR”) for each craft, classification, or type of worker needed to perform the work required under a contract awarded for this project. A copy of these prevailing wage rates is available at the City’s Finance Department/Purchasing Division, City Hall, 14343 Civic Drive, Victorville, CA 92393 and shall be made available to interested parties upon request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. It shall be mandatory upon the Bidder to whom the contract is awarded, and upon any subcontractors, to comply with all provisions set forth in Chapter 1, Part 7, Division 2 of the Labor Code, commencing with Section 1720, which include but are not limited to, the payment of not less than the said specified State prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

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

AB219 (as applicable) adds Section 1720.9 to the Labor Code. The hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency and subdivision of the state Section 1720.9 defines the term “ready-mixed” concrete and specifies that the

rate of pay shall be the current prevailing wage “for the geographical area in which the factory or batching plant is located” as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services.

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

XV. DIR REGISTRATION; COMPLIANCE MONITORING: Pursuant to Labor Code Section 1771.1, the City may not accept a Bid Proposal from or enter into a Contract with any Bidder, without proof that the Bidder and its prospective subcontractors are registered with the DIR to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions. This project is subject to compliance monitoring and enforcement by the DIR and the submission of electronic certified payroll records to the California Labor Commissioner in the manner set forth in Labor Code Section 1771.4.

XVI. ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR): Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. For more information, please go to www.dir.gov under Labor Law Public Works. A copy of proof of payroll submission is required with each invoice to the SCLAA along with copies of Certified Payrolls.

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

XVII. AWARD OF CONTRACT: The SCLAA reserves the right to reject any and all Bid Proposals and waive any irregularities or informalities in any Bid Proposal or in the bidding. The SCLAA further reserves the right to award the Contract to other than the lowest bidder if such action is deemed to be in the best interest of the SCLAA. The award of a construction contract, if one is to be awarded, shall be made within THIRTY (30) calendar days of the date specified for publicly opening Bid Proposals, unless otherwise specified herein. Award of a construction contract, if an award is made, shall be to the lowest responsible bidder whose Bid Proposal conforms to the Contract Documents. For the purposes of evaluating the lowest Bid Proposal price and selecting the lowest bidder, the lowest Bid Proposal price shall be the lowest total of the summation of all individual line items on the Bid Proposal Forms.

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

XVIII. EVALUATION OF BIDS: The SCLAA reserves the right to accept or reject any and all Bid Proposals and to award a Contract to the bidder who best meets its requirements. Relevant factors that shall be considered in evaluating the Bid Proposals are completeness and accuracy of the Bid Proposal; length and nature of warranties; anticipated length of life of materials; contractor’s qualifications; as well as the lowest and best price.

XIX. EXECUTION OF CONTRACT: The Contract shall be signed by the successful bidder and returned, together with the required bonds, guaranty, evidence of required insurance policies and endorsements, and City of Victorville Business License within ten (10) days, not including Saturday, Sunday, and legal holidays, after the date the bidder has received the Contract for execution. A fully executed Construction Contract will be provided to the awarded Contractor during the pre-construction meeting. All submittals must be approved by the Project Manager and a Notice to Proceed will be issued prior to beginning of work.

XX. FAILURE TO EXECUTE CONTRACT: Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the Contract and file acceptable bonds and meet the other requirements set forth in the Contract Documents within ten 10 days, not including Saturday, Sunday, or legal holidays, after the bidder has received the Contract for execution, shall be just cause for the forfeiture of the Bidder's bid security (cash or bond). The successful bidder may file with the SCLAA a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the Contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the Contract and furnish acceptable bonds within the time hereinbefore prescribed.

XXI. PROHIBITED INTEREST: No member, officer, or employee of the City of Victorville engaged in the selection, award, or administration of any contract awarded pursuant to this RFP shall have any prohibited conflict of interest, whether real or apparent, in said contract or the proceeds thereof. By submitting a Proposal and executing an agreement with the City, Contractor certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant under the agreement or with respect to the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR Sections 200.112 and 200.318(c)). Consultant shall provide all additional information necessary for the City to fully assess and address such actual or potential conflict of interest and agrees to advise the City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution the agreement. Consultant further agrees to complete any statements of economic interest if required by either CITY ordinance or State law and further certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement and does not know of any fact which constitutes a violation of any conflict of interest law, including Section 87100 et seq. or Section 1090 et seq. of the California Government Code.

XXII. AFFIRMATIVE ACTION: The SCLAA hereby notifies all bidders that it will affirmatively ensure that, in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.

XXIII. WITHDRAWAL OF PROPOSALS: Any bid may be withdrawn at any time prior to date and time indicated in paragraph I, "Sealed Bids" of the Instructions to Bidders only by written request for the withdrawal of the Bid Proposal received by the SCLAA. The request shall be executed by the bidder or bidder's duly authorized representative.

XXIV. RELIEF OF BIDDERS: Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the Bid Proposal presented, the bidder shall give the SCLAA written notice within 5 days, not including Saturday, Sunday and legal holidays, after the opening of the Bid Proposals of the alleged mistake, specifying in the notice in detail how the mistake occurred.

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

XXVI. INDEMNIFICATION: Notwithstanding the limits of any insurance, Contractor shall indemnify the SCLAA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses,

costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:

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

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

XXVII. 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.

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

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

XXX. OWNERSHIP OF DOCUMENTS: All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Contract shall be the property of the SCLAA and shall be delivered to the SCLAA upon request of the Airport Director or his designee or upon the termination of this Contract, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the SCLAA of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to the SCLAA of any documents or materials prepared by them, and in the event, Contractor fails to secure such assignment, Contractor shall indemnify the SCLAA for all damages resulting there from.

XXXI. SUBSTITUTION OF SECURITIES: Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Contract for the work to be performed will be permitted at the request and expense of the successful bidder.

XXXII. PAYMENT: On or about the first of each calendar month, the Contractor shall request payment for the work performed prior to such date. Each payment request shall be accompanied by the updated progress schedule indicating progress achieved to that date.

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

In preparing estimates, the material delivered on the site, preparatory work done, and the cost of bonds and insurance paid may be taken into consideration.

The making of any payment to the Contractor under this Contract shall not relieve the Contractor of its obligation hereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the

SCLAA such completed work, finished product or structure as is specified in the Contract, at the time or times specified, and until this Contract is fully performed by the Contractor and the work, product, or structure produced thereby is accepted by the SCLAA, the Contractor shall be obligated to repair, replace, restore, or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen, or otherwise injured in any way; provided, however, that with respect to any major unit of the type mentioned in this section, this particular obligation of the Contractor will terminate upon the completion of the Contract and acceptance by the SCLAA of such major unit, and provided further that all work, any structure, materials, and equipment covered by any partial payment is made.

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

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

1. No workmen were required or permitted to work more than eight (8) hours in any one calendar day, except in cases of emergency, and except as provided by law.
2. Not less than the prevailing rates, as set forth in the Contract for this work, have been paid all laborers, workmen, and mechanics employed to perform this work.
3. There were no substitutions of subcontractors, no assignments or transference of subcontractors, except as approved by the Airport Director or his designee.
4. All of the provisions of the Contract Documents and the Victorville Municipal Code, pertaining to non-discrimination in employment have been complied with.
5. The Record Drawings maintained on the job have been noted with all changes made subsequent to the previous request for payment.
6. The Map and Drawings have been submitted and approved by the Contractor or the Airport Director, or his/her designee, as applicable.

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

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

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

pursuant to Labor Code (1770 - 1776).

XXXIII. INSURANCE REQUIREMENTS: COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

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.

If the project entails the handling or use of hazardous material, Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, pollution liability insurance of not less than One Million Dollars (\$1,000,000).

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.

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 City as a Loss Payee as their interest may appear, and include a Waiver of Subrogation Endorsement(s) in favor of the City of Victorville.**

ADDITIONAL INSURED

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

WAIVER OF SUBROGATION RIGHTS

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

subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

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."

XXXIV. SEVERABILITY: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Construction Contract meaningless.

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

XXXVI. UNFAIR BUSINESS PRACTICE CLAIMS: In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

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

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

XXXVIII. RECYCLING, SALVAGE, AND LANDFILL DIVERSION: The SCLAA encourages innovative approaches to recycling, reuse, or salvage. The SCLAA is mandated by the State of California to implement programs to reduce the amount of waste sent to landfill by 50% by the year 2000 and beyond. In addition, the Victorville Municipal Code (Title 6—Health and Sanitation, Chapters 6.36 and 6.37 require the separation of designated materials for recycling. Contractors performing work for the SCLAA will be required to comply with all waste recycling and diversion laws.

Construction and Demolition Material Recycling:

The 2019 California Green Building Standards Code (CalGreen) Sections 4.408 and 5.408 and the City of Victorville Development Code (Title 16, Chapter 5, Article 11) and subsequent updates require all building permit applicants to develop and submit a Construction Waste Management Plan. Current CalGreen standards currently require that 65% of non-hazardous construction waste be diverted from landfill. In addition, construction projects that include land clearing activities are required to divert 100% of trees, stumps, rocks, and associated vegetation and soils resulting primarily from land clearing.

In order to comply with this State mandate, the SCLAA requires all contractors that are bidding on construction and/or demolition projects which require permits to fill out the attached “Construction/Demolition Waste Recycling Plan”. The plan outlines how the contractor will divert 65% of waste material from the landfill in order to achieve the State goal. At a minimum, contractors must divert scrap metal, concrete, asphalt, green waste/vegetation materials, non-hazardous wood waste, and soil.

The successful contractor will also be required to complete and submit the attached “Summary Waste Disposal and Diversion Report” (SWDDR) at the end of the project. Weight slips documenting actual amounts disposed and diverted must accompany the SWDDR. The SWDDR must be completed at the conclusion of the project and must be submitted to the contract administrator before final payment will be made.

Recycling and Organic Waste Material Diversion Requirements: CA State Law SB 1383 and Victorville Municipal Code Title 6 (Health and Sanitation), Chapters 6.36 and 6.37 mandate the diversion of organic materials and other designated recyclable materials from landfill. Organic materials include vegetation (tree trimmings, leaves, grass clippings, weeds, brush, etc.) as well as non-hazardous wood waste. Contractors are required to comply with waste diversion/recycling mandates and must implement procedures to properly separate all waste materials and participate in City waste diversion programs. Contractors who need information on local scrap metal recyclers, asphalt and concrete recyclers, or organic material (vegetation/wood) recyclers should contact the City of Victorville Environmental Programs Division at (760) 955-8615.

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

XL. GENERAL CIVIL RIGHTS PROVISIONS: The Contractor agrees to comply with pertinent statues, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race,

creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance.

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

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

XLII. VICTORVILLE 15 DEVELOPMENT CODE 16-5.14.010 through 16-5-14.080:
Construction Site Maintenance and Trash Containment

There shall be containment of trash, rubbish and debris on a routine, continuous basis for each construction site, and there shall be no loose materials permitted to accumulate on the sites or to be carried away by wind or water. The City of Victorville Building Official shall have the authority to require additional dust, trash or water run-off measures if necessary, to protect life or property.

XLIII. CONTRACTOR'S RESPONSIBILITIES: The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work in order to secure the safety of the workmen, the quality of work required, and the stipulated rate of progress. It shall be the Contractor's responsibility to perform the work strictly in accordance with the Specifications and original contract drawings and any revisions as may be made therein by the Airport Director, or his/her designee, from time to time in the form of revised contract drawings or written change orders issued.

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

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

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

Should the contractors need to use a privately owned property to store, stage, or operate equipment from a property that is not the subject of the actual demolition, the Contractor shall be responsible to secure permission from property owner to use such property and shall be responsible to ensure the property is free of debris or alterations upon demolition completion. Such requirement to secure owner permission shall not be needed if the City's Code Enforcement Officer secures a court order which explicitly allows for such occupancy or activity on the specified parcel.

XLIV. DELAYS AND EXTENSIONS OF TIME: When delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in this section. Such unforeseen events may include war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, or labor, required extra work, or other specific events as may be further described.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless

the Contractor furnished documentary proof to the Airport Director or his/her designee of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

When delays, beyond the Contractor's control, are caused by events other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Airport Director or his/her designee to be in the best interest of the SCLAA, an extension of time may be granted, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in this section.

When delays, beyond the Contractor's control, are caused solely by action or inaction by the SCLAA, such delays will entitle the Contractor to an extension of time as provided in this section.

Extensions of time, when granted, will be based upon the effect of delays to the work and will not be granted for non-controlling delays to minor portions of the work unless it can be shown that such delays did or will delay the progress of the work.

The Contractor will be compensated for damages incurred due to delays for which the SCLAA is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the Contract was awarded to the Contractor. Such actual costs will be determined by the Airport Director or his/her designee. The SCLAA will not be liable for, and in making this determination, the Airport Director or his/her designee will exclude all damages which the Airport Director or his/her designee determines the Contractor could have avoided by any reasonable means including, without limitation, the judicious handling of forces, equipment, or site.

If the Contractor desires payment for a delay, or damages, or an extension of time, as specified in this section, the Contractor shall, within two (2) days after the beginning of the delay/damages, file with the SCLAA a written request and report as to the cause and extent of the delay and an itemized request for payment, if applicable. Failure, by the Contractor to file these items within the times specified, will be considered grounds for refusal by the SCLAA to consider such request.

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

XLVI. DRUG-FREE WORKPLACE REQUIREMENTS: The Contractor and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

XLVII. PUBLIC RECORD: Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made upon request, unless otherwise marked. The Bidder must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Bidder claims are exempt from disclosure pursuant to the California Public Records Act.

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

Region, except:

a. To the extent that qualified persons regularly residing in the designated area or regional area are not available

b. For the reasonable needs of any such contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the contract

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

XLIX. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the “EO”) regarding economic sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

As a contractor/consultant submitting a bid/proposal to perform work or provide services on a State grant-funded project, compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website at <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.

By submitting a bid/proposal, contractor/consultant represents that it is not a target of economic sanctions. Should it be determined that contractor/consultant is a target of economic sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the contractor/consultant’s bid/proposal at any time prior to agreement/contract execution, or, if determined after execution, shall be grounds for termination of said agreement/contract.

L. VEHICLE EMISSION DISCLOSURE & COMPLIANCE REQUIREMENTS.

This Project is subject to the regulation(s) of the California Air Resources Board (“CARB”) listed in this Section. In bidding this Project, it shall be the Bidder’s sole responsibility to evaluate and include the cost of complying with all equipment and vehicle emission requirements under applicable law in its Bid.

Advanced Clean Fleets

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 the CARB Advanced Clean Fleets (“ACF”) 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>.

Each Bidder shall submit with its Bid a valid CARB certificate of reported compliance with ACF for its fleet and its TRUCRS ID (Fleet Identification Number). Bidders utilizing subcontractors shall further provide a valid certificate of reported compliance for each subcontractor listed on the List of Subcontractors Form and include the TRUCRS ID number for each subcontractor in the space provided on said form. Unless exempt, all Bidders and their respective subcontractors must be registered as ACF compliant fleets at the time of bid submittal.

In the event that a Bidder and/or its subcontractors are exempt from the ACF regulations, the Bidder must submit a signed statement attesting to the fact, and to the reason(s) why it is not subject to the High Priority and Federal Fleets Regulation (Title 13, Sections 2015 through 2015.6 of the California Code of Regulations (“CCR”)) and the State and Local Government Fleets Regulation (Title 13, Sections 2013 through 2013.4 of the CCR). Each Bidder shall also submit signed statements from each of its subcontractors who are claiming exemption from the ACF regulations.

Failure to certify as a compliant fleet or provide an attestation to an exemption **may render the bid non-responsive**.

In-Use Off-Road Diesel-Fueled Fleets

Effective January 1, 2024, CARB implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Title 13 California Code of Regulations (“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). A copy of the Off-Road Regulation may be obtained by visiting: <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>.

Bidders are required to comply with all CARB regulations and requirements, including without limitation, all applicable sections of the Off-Road Regulation (as codified 13 CCR Section 2449 *et seq.*) throughout the term of the Project.

The City of Victorville is a Public Works Awarding Body, as that term is defined in 13 CCR Section 2449(c)(46). Accordingly, Bidders must submit with their Bids, valid Certificates of Reported Compliance issued by CARB (“CRCs”) for the Bidder’s fleet, and for the fleets of any subcontractors listed on List of Subcontractors Form. Bidders must also:

- (1) Include the DOORS ID number for each subcontractor listed on the List of Subcontractors Form in the space provided; and
- (2) Complete and submit the Fleet Compliance Certification Form. Failure to provide valid CRCs for the Bidder and all listed subcontractors, or failure to complete and submit the Fleet Compliance Certification Form **may render the Bid non-responsive**.

Contractor shall comply with and ensure that all its subcontractors comply with all applicable requirements of the CARB regulations in Title 13, Division 3, of the California Code of Regulations, including without limitation, all applicable provisions of Chapter 9, as such may be amended from time to time.

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor’s and subcontractors’ fleet(s), including without limitation, CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep, or maintain pursuant to CARB regulations upon two (2) calendar days’ notice from the City of Victorville.

Contractor shall be solely liable for any and all costs associated with complying with the regulations as well as for any and all penalties, fines, damages, or costs associated with any violations or failures to comply with the regulations. Contractor shall defend, indemnify, and hold harmless the City of Victorville, its elected and appointed officials, officers, agents, and employees from and against any claims, liabilities, costs, penalties, interest, or other damages arising out of any failure or alleged failure to comply with CARB regulations.

SECTION B

**FEDERAL REQUIREMENTS
(NOT APPLICABLE)**

SECTION C

SCOPE OF WORK

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

This project involves the demolition of Building 321 interior, while preserving the existing exterior shell. Building 321 is approximately 56,664 sq. ft., two stories, and a basement. The Contractor shall remove all non-structural interior elements, including but not limited to interior partition walls and framing, ceilings and ceiling tiles, flooring material, interior doors, windows, and fixtures, mechanical, electrical, and plumbing systems. The Contractor shall protect in place the elevator and elevator shaft liner. The Contractor shall avoid damages to the exterior shell, load-bearing walls, and structural elements. The Contractor shall cap all electricity, gas, water, sewer, and telecommunications. Demolition operations shall be in accordance with State, federal, and local regulations. The Contractor shall sort and separate demolition debris for recycling and disposal in accordance with Federal, State, local regulations. The Contractor shall transport and dispose of all demolition materials to a licensed facility and provide SCLAA with weight ticket. The Contractor shall remove all graffiti on the exterior walls of Building 321. The Contractor shall clean the interior space thoroughly after demolition is complete, removing dust, debris, and any remaining equipment. The Contractor shall clean up all broken glass around the outside of the building. The Contractor shall be responsible for confirming all building dimensions and square footage of the building prior to bidding. The Contractor shall be responsible for the security of their equipment at all times.

General Provision

- Mobilization shall be limited to 6 percent of the grand 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 Contractor shall obtain a City of Victorville business license.
- The SCLAA shall obtain Building permits and the Mojave Desert Air Quality Management District permit prior to commencing work.
- 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.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

TECHNICAL SPECIFICATIONS

Bid Item

Description

101	Mobilization, Bonds, and Insurance (6% Max of Bid Schedule Grand Total Project Cost).
102	Demolish and dispose of all interior walls, ceiling material, wall material, and floor material leaving interior of the building as a skeleton.
103	Cut and cap all utilities including electrical, water, gas, sewer, and telecommunications. Utilities shall be inspected and verified by an inspector with the City of Victorville Building Department prior to burial.
104	Transport all demolition materials and legally dispose of material in accordance with Federal, State, and local regulations. Provide SCLAA with weight ticket.
105	Pressure wash, sweep, and clean interior of building. Pick up all broken glass around the outside of the building.
106	Pressure wash and remove graffiti on the exterior walls of Building 321.
107	This is an ALLOWANCE item that shall <u>only</u> be used to pay for <u>EXTRA</u> work as authorized by the AUTHORITY via a written CONTRACT CHANGE ORDER.

SECTION D

PROPOSALS AND SUBMITTALS

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

SUBMISSION CERTIFICATION

I hereby submit to the SCLAA the following Bid Proposal for work outlined in the Notice Inviting Bids and Instructions to Bidders (General Specifications); Required Bid Documents and Proposal Forms (as listed below); Contract, Bond and Guaranty Forms; General Provisions; Technical Specifications; Bid Addenda; and any other documents incorporated in any of the foregoing by reference, for **PROJECT #CC25-043 BUILDING 321 INTERIOR DEMOLITION** (hereinafter referred to in these Required Bid Documents and Proposal Forms as the "Contract Documents"). All of the following documents and forms (check below) are completed, fully executed, and included in my Bid Proposal as required in the Instructions to Bidders:

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

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

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

BID PROPOSAL

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

SUBJECT: PROJECT # CC25-043 BUILDING 321 INTERIOR DEMOLITION

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded to him and to furnish any and all plant, labor services, materials, tools equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents for **PROJECT #CC25-043 BUILDING 321 INTERIOR DEMOLITION**, and to do everything required therein for the **BUILDING 321 INTERIOR DEMOLITION**, together with appurtenances thereto, and to complete all such work in strict conformity therewith within the time limits set forth therein, and he will accept as full payment therefor the prices set forth in the Bid Proposal Price Schedules forming a part hereof.

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

IT IS UNDERSTOOD AND AGREED THAT:

1. The undersigned has carefully examined all the Contract Documents (as previously defined on the Submission Certification) which will form a part of the Contract upon award by the SCLAA; and
2. The undersigned has by investigation at the site of the work and otherwise satisfied himself concerning the nature and location of the work and has fully informed himself concerning all conditions and matters which can in any way affect the work or the cost thereof; and
3. The undersigned fully understands the scope of the work and has carefully checked all words and figures in this Bid Proposal and he further understands the SCLAA will in no way be responsible for any errors or omissions in the preparation of this Bid Proposal and the Price Schedules; and
4. The undersigned will execute the Contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and legal holidays) after notice to him of acceptance of his bid by the SCLAA; and further, that this bid may not be withdrawn for a period of forty-five (45) days after date set for opening thereof, unless otherwise required by law. If any bidder withdraws his bid within said period, the bidder shall be liable under the provisions of Bidders Bond, or the Contract and his Surety shall be liable under the Bidder's Bond, as the case may be; and
5. The undersigned hereby certifies this Bid Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham Bid Proposal, or any other person, firm, or

corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder; and

NOW, in compliance with the Contract Documents for **PROJECT #CC25-043 BUILDING 321 INTERIOR DEMOLITION**, and all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to furnish all materials and perform the all the labor required to complete the entire work for the prices set forth in the attached Bid Proposal Price Schedules.

DATED this _____ day of _____, 2024

BIDDER: _____

BY: _____

TITLE: _____

SIGNATURE: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

BID PROPOSAL INSTRUCTIONS

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

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

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

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

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

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

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

ACKNOWLEDGEMENT:

BY: _____

SIGNATURE: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

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 321 Interior Demolition** in accordance with all the provisions of the Contract Documents for the prices set forth in the following schedule:

Bid Item	Description	U. M.	Bid Quantity	Unit Price	Total
101	Mobilization	LS	1		\$
102	Demolish and dispose work	SF	56,664		\$
103	Cut and cap all utilities	LS	1		\$
104	Transport demolished material. Provide weight ticket	LS	1		\$
105	Pressure wash, sweep, and clean	SF	56,664		\$
106	Pressure wash and remove graffiti	LS	1		\$
107	ALLOWANCE	ALLOW			\$ 10,000

CITY CLERK WILL READ THIS AMOUNT:

BID PROPOSAL FOR BUILDING 321 INTERIOR DEMOLITION:

\$ _____

BID PROPOSAL FOR BUILDING 321 INTERIOR DEMOLITON IN WORDS:

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

BIDDER IDENTIFICATION

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

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
 CC25-043 BUILDING 321 INTERIOR DEMOLITION
 CUSTOMER REFERENCES**

Bidder: _____

FOR THE MOST RECENT WORK PERFORMED: LIST AT LEAST THREE (3) PROJECT OWNERS FOR WHOM YOU HAVE PERFORMED SIMILAR WORK WITHIN THE PAST FIVE (5) YEARS		
1.	Name of Owner:	
	Address:	
	Representative Name, Title Phone #: Email Address:	
	Contract Amount and Completion Date:	
	Percentage of work performed by Bidder's own forces:	
	Project Name:	
	Project Description:	
	2.	Name of Owner:
Address:		
Representative Name, Title Phone #: Email Address:		
Contract Amount and Completion Date:		
Percentage of work performed by Bidder's own forces:		
Project Name:		
Project Description:		
3.		Name of Owner:
	Address:	
	Representative Name, Title Phone #: Email Address:	
	Contract Amount and Completion Date:	
	Percentage of work performed by Bidder's own forces:	
	Project Name:	
	Project Description:	

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

CONTRACTOR'S QUALIFICATION STATEMENT

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

SUBMITTED TO:

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other _____

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

(Note: Attach separate sheets as required)

1.0 How many years has your organization been in business as a general contractor?

2.0 How many years has your organization been in business under its present business name?

3.0 If a corporation answer the following:

3.1 Date of incorporation:

3.2 State of incorporation:

3.3 President's name:

3.4 Vice-president's name(s):

3.5 Secretary's or Clerk's name:

3.6 Treasurer's name:

4.0 If individual or partnership, answer the following:

4.1 Date of organization:

4.2 Name and address of all partners. (State whether general or limited partnership.):

5.0 If other than corporation or partnership, describe organization and name principals:

6.0 We normally perform _____% of the work with our own forces. List trades below:

7.0 Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

8.0 List name of project, Owner, Authorized Owner Representative, contract amount, percent complete and scheduled completion of similar roofing projects your organization has in process on this date:

9.0 On Customer References form, list the name of project, Owner, Authorized Owner Representative,

contract amount, date of completion, percent of work with own forces of similar roofing projects your organization has completed in the past five years.

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

11.0 Dated at _____

this _____ day of _____, 2024

Name of organization: _____

By: _____

Title: _____

12.0 M _____, being duly sworn deposes and

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

Subscribed and sworn before me this _____ day of _____, 2024.

Notary Public:

My commission expires:

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

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

PCC SECTION 10285.1 STATEMENT

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

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

BIDDER'S SIGNATURE

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

PCC SECTION 10232 STATEMENT

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

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

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

BIDDER'S SIGNATURE

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

WORKERS' COMPENSATION CERTIFICATE

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

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

Signature

Company Name

Printed Name

Business License Number

Title

Date

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

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

SIGNATURE

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

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

_____ An Individual

_____ A Partnership, Partners' names:

_____ A Company

_____ A Corporation

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

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

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

_____ I am not a Small Business.

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

_____ My business is owned by a woman.

_____ My business is owned by a disabled veteran.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

SUBCONTRACTOR'S LIST

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

The contractor shall perform with its own organization contract work amounting to not less than twenty percent (20%) of the total original contract price, excluding any specialty tasks designated by the SCLAA. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the contractor's own organization.

Provide additional pages as necessary.

Bidder's Name _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Email Address: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Email Address: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Email Address: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Email Address: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

INITIAL IF NO SUB(S): _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

QUESTIONNAIRE

In accordance with Government code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No _____

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

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

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

BIDDER'S BOND

WHEREAS

_____ (“**Bidder**”) has submitted a Bid Proposal, dated _____, 20____ (the “**Bid**”), to the City of Victorville to perform all work required by the Contract Documents for the:

CC25-043 BUILDING 321 INTERIOR DEMOLITION

Under this duly executed bidder’s bond (“**Bidder’s Bond**”), Bidder as Principal and _____, as Surety, are hereby held and bound to the City of Victorville (the “**City**”) as obligee in the penal sum of _____ Dollars (\$ _____) which sum is equal to ten percent (10%) of the total amount of the Bid (the “**Bond Sum**”).

Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, as follows:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

IF THE AFORESAID Bidder is awarded the contract by the City and, within the time and manner required under the Contract Documents, after the prescribed forms are presented by City to Bidder for signature, Bidder enters into the written Contract, in the prescribed form, in accordance with the Bid as accepted, and furnishes to the City the performance and payment bonds, insurance certificates and endorsements, and City business license as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

If Bidder fails to execute the Contract and deliver the bonds, insurance documents, and business license as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety under this Bidder’s Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid and said Surety does hereby waive any notice of extension.

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

NOTE: Surety must be licensed and authorized by the California Insurance Commissioner as an admitted surety insurer. This Bidder’s Bond must be signed and acknowledged by both the Surety and the Bidder (Principal) before a notary public, and acknowledgements, with notarial seals, attached hereto. Surety’s Power of Attorney-In-Fact Certificate must also be attached.

This Bidder’s Bond is entered into and effective on _____, 20_____.

SURETY

PRINCIPAL (Bidder)

s/ _____

s/ _____

Name and Title

Name and Title

SEAL

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

NON-COLLUSION DECLARATION

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

The undersigned declares:

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

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

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

Signature

Company Name

Printed Name

Title

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

SENATE BILL 854

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

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

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

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

Small Project Exemption:

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

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

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

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

Are you currently registered with the DIR?

Yes _____

No _____

If yes, what is your registration number? _____
(please submit proof of your registration)

Bidder: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

SECTION E

SAMPLE CONSTRUCTION AGREEMENT / ADDITIONAL FORMS

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

THIS CONSTRUCTION AGREEMENT (the "Agreement") dated this _____ day of _____, 20____, 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 **CONTRACTOR NAME**, a [type of business (corporation, general contractor, etc.)], hereinafter referred to as the "Contractor". The SCLAA and the Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

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

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

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

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2. TERM OF AGREEMENT

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

REMOVE IF NOT APPLICABLE

This Agreement may be extended for **(NUMBER OF YEARS)** additional one-year periods (hereinafter "Option Periods"), at the option of the SCLAA, subject to satisfactory performance as determined by the SCLAA. The SCLAA shall give Contractor sixty (60) days advance written notice prior to the expiration of the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the SCLAA decide to exercise its option(s) to extend. In the event the SCLAA does not give Contractor such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 3 below. Should the SCLAA fail to give Contractor the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Contractor.

Section 3. TERMINATION OR SUSPENSION

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

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

Section 4. CONTRACT DOCUMENTS; PRIORITY

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

Revise as applicable

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

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

Section 5. CONTRACTOR'S OBLIGATIONS

Contractor shall complete the Project as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment, supplies, transportation, and any other items and facilities necessary therefore, as provided in the Contract Documents.

Section 6. COMPENSATION

The Contractor agrees to receive and accept the following amount, not to exceed **SPELL OUT DOLLAR AMOUNT and 00/100 Dollars (\$000.00)**, as full compensation for furnishing; all materials, doing all the work contemplated and embraced in this contract, all loss or damage arising out of the nature of the work aforesaid, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the SCLAA, and for all risks of every description connected with the work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole work, thereof, according to the requirements of the Contract Documents and to the satisfaction of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, to wit: See **Exhibit "A", Scope of Work.**

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

(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.

If the project entails the handling or use of hazardous material, Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, pollution liability insurance of not less than One Million Dollars (\$1,000,000).

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 City as a Loss Payee as their interest may appear**, and **include** a Waiver of Subrogation Endorsement(s) in favor of 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 **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, Contractor shall prepare and submit reports concerning Contractor's performance of the work required by this Agreement.

Section 21. RECORDS

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

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

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

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

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

Section 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: **INSERT DEPT. HEAD NAME AND TITLE**
Southern California Logistics Airport Authority
18374 Phantom West
Victorville, CA 92394

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

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

Section 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. Service Provider 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 Agreement.

(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 Agreement. 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 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**

CONTRACTOR

By: _____

By: _____

**INSERT DEPT. HEAD NAME AND TITLE
AUTHORITY CHAIRMAN (Authority Board Chairman)
Executive Director for Keith Metzler**

CONTRACTOR NAME AND TITLE

Dated: _____

Dated: _____

ADD ATTEST IF OVER \$50K

Jennifer Thompson,
Authority Secretary

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

APPROVED AS TO STANDARD FORM

By: _____

By: _____

**Sandra Bostick,
Authority Risk Manager**

**Andre de Bortnowsky,
Authority Legal Counsel**

Dated: _____

FAITHFUL PERFORMANCE AND PAYMENT BONDS

GUARANTY FORM

DAS 140-142

SAMPLE OF PROOF OF PAYROLL SUBMISSIONS

CONSTRUCTION DEMOLITION WASTE RECYCLING PLAN

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

PAYMENT BOND TO ACCOMPANY

(Public Contract Code Sections 7103 and 10221)

BOND NO. _____

Know All Men By These Presents:

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

WHEREAS, the provisions of Public Contract Code Sections 7103 and 10221 require the Principal file a bond in connection with the awarded project and is about to enter into the annexed contract with said Southern California Logistics Airport Authority for completion of project "**CC25-043 BUILDING 321 INTERIOR DEMOLITION**" as specifically set forth with said project and is required under the terms contract to give this bond in connection with the execution of said Contract.

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

This bond to become effective _____

(NAME OF SURETY)

(ADDRESS FOR SERVICE)

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

Executed in _____ on _____
(City and State) Date

(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said SCLAA for completion of "**CC25-043 BUILDING 321 INTERIOR DEMOLITION**" as specifically set forth in documents entitled "**CC25-043 BUILDING 321 INTERIOR DEMOLITION**" and is required under the terms of the Contract to give this bond in connection with the execution of said Contract;

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

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

WITNESS our hands this _____ day of _____, _____.

(SEAL)

CONTRACTOR

SURETY

By: _____

By: _____

Title: _____

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

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC25-043 BUILDING 321 INTERIOR DEMOLITION**

GUARANTY

TO THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

The undersigned guarantees the completion of "**CC25-043 BUILDING 321 INTERIOR DEMOLITION**" Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications and/or manufacturers specifications, due to any of the above causes, all within twelve (12) months after date on which this Contact is accepted by the SCLAA, the undersigned agrees to reimburse the SCLAA, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the SCLAA, to replace any such materials and to repair said work completely without cost to the SCLAA so that said work will function successfully as originally contemplated.

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

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

SIGNED: _____
CONTRACTOR

By: _____ Title: _____

Dated this _____ day of _____, _____.

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

PUBLIC WORKS CONTRACT AWARD INFORMATION

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

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

This is not a request for dispatch of apprentices.

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

Check One Of The Boxes Below

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

Signature _____ Date _____

Typed Name _____

Title _____

Explanation to box 1 - 3 on form DAS 140

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

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

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

List one occupation/craft per form

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

Project Information: PWC Project Number _____
_____ Contract Number _____
Total Contract Amount. _____ Sub-Contract Amount _____
Name of the Project: _____
Address: _____

Dispatch Request Information:
Number of Apprentice(s) Needed: _____ Craft or Trade: _____
Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____
Name of Person to Report to: _____
Address to Report to: _____

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

visit <https://www.dir.ca.gov/das/PublicWorksForms.htm>

DAS 142 (Revised 10/18)

eCPR System - Online Form

eCPR Online Confirmation

Your payroll submission request has been processed.

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

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

1 employee payroll record(s) processed

Your Transaction ID is: 7

[Print this Page](#)



[View your submission](#)

[Submit another set of records](#)

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

Construction/Demolition Waste Recycling Plan (C/DWRP)

Project Title/Name:
Project Address/Location:
Project Start Date—Approximate:
Company/Contractor:
Project Manager:
Phone Number/Cellphone #:

1. Fill in the table below, indicating whether materials will be diverted (salvage or recycled) or landfilled. Also indicate location where materials will be taken.

MATERIAL TYPE	To Be Salvaged or Reused	To Be Recycled	To Be Disposed / Landfilled	Facility or Recycler (list name and location)
Scrap Metal				
Asphalt				
Concrete				
Brick/Block				
Drywall				
Greenwaste (brush, tree limbs)				
Clean wood/lumber				
Fixtures (doors, windows, other building materials)				
Other				
Other				

2. Describe how materials will be sorted for recycling, reuse, or salvage at the job site.

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

Summary Waste Disposal and Diversion Report (SWDDR)

Project Name/Title:
Project Address/Location:
Project Beginning and Completion Dates:
Company/Contractor:
Project Manager:
Phone Number:
Cell Phone #

Directions: Fill in the tables below, listing the number of tons reused/salvaged or recycled. Also fill in the number of tons of mixed waste disposed in landfill. Attach copies of dump slips.

Table 1: Materials Diverted

MATERIAL TYPE	Tons Salvaged or Reused	Tons Recycled	Facility or Recycler Used (list name and location)
Scrap Metal			
Asphalt			
Concrete			
Brick/Block			
Drywall			
Greenwaste (brush, tree limbs)			
Clean wood/lumber			
Fixtures (doors, windows, other building materials)			
Other			
Other			

Total Tons			NA

See next page for additional table.

Table 2: Materials landfilled

Material	Tons Disposed	Landfill Site (List name and location)
Mixed waste		
Other		
Total		N/A

Attach weight slips showing disposal and diversion.

Table 2: MATERIALS DIVERTED/REUSED

MATERIAL TYPE	Tons Reused In Place*	Tons Recycled Off Site*	Please list facility or recycling company used (list name and location). Note, if reused in place, please describe how (e.g. as base material or remixed into to new asphalt)
Asphalt— Hauled Off Site	N/A		
Asphalt— Crushed and Reused in place		N/A	
Concrete— Hauled off site	N/A		
Concrete— Crushed and Reused in place		N/A	
Greenwaste (brush, tree limbs)			
Clean wood/lumber			
Scrap Metal			
Other			
Other			
Total Tons			NA

*Note: If you do not have tonnage figures, please indicate cubic yards and mark "CY" in box.

Table 3: OTHER INFORMATION ABOUT RECYCLING/REUSE DURING PROJECT

Table 4: RECYCLED ASPHALT CONCRETE (RAC), RECYCLED ASPHALT PAVEMENT (RAP), or RUBBERIZED ASPHALT USED

Please note if any RAC, RAP, or Rubberized Asphalt was used for new road surface. Include description of material and quantity.
