



Southern California
LOGISTICS AIRPORT

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY (SCLAA)**

**REQUEST FOR BID
FOR
CC20-022
FIRE SUPPRESSION SYSTEM SERVICES**

BID OPENING DATE AND TIME:

SEPTEMBER 17, 2019

AT

2:00 P.M. PST

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

INSTRUCTIONS TO BIDDERS

PROJECT SUMMARY: SCLAA is requesting bids to establish a list of qualified fire suppression system contractors who will provide general fire suppression system services for system certification, troubleshooting and repairs within the Southern California Logistics Airport Authority (SCLAA). The contract shall consist of, but not limited to, labor, materials, equipment and supplementary services necessary to complete the work.

I. BIDS: Bids will be received by the Administrative Services Dept., 2nd Floor Administrative Services Department, Finance Purchasing Section of the City of Victorville, 14343 Civic Drive, Victorville, CA 92392, until **2:00 p.m. SEPTEMBER 17, 2019 late bids will not be accepted.**

II. NON-MANDATORY SITE VISIT: A **NON-MANDATORY** pre-bid meeting with a job walk of the site following the meeting has been scheduled for all prospective bidders. The meeting will be held on **AUGUST 27, 2019 at 10:00 a.m.** The meeting will take place at the **Southern California Logistics Airport Administrative Building, Theater 18374 Phantom West, Victorville, CA 92392**, (Main office 760- 243-1900).

This meeting has been scheduled to answer questions, allow measurements to be taken, indicate specific details required in this bid, and permit prospective bidders an opportunity to investigate and fully acquaint themselves with existing conditions so they may understand all factors involved in the execution of this project. In no event shall failure to inspect the site constitute grounds for a claim after contract award. However, all applicable addenda will be posted on ebidboard and City of Victorville website.

III. HOW TO RESPOND: Respond by mail (PO Box 5001, Victorville, CA 92393-5001), by email (send to cmcalderon@victorvilleca.gov), by fax ((760) 269-0045), or in person (Victorville City Hall, Finance Department, 14343 Civic Dr., Victorville, CA 92392, 2nd floor). **However, original bid proposal documents will be requested from the awarded contractor.**

Any prospective bidder desiring an explanation or interpretation of the solicitations, scope of work, etc., must request it in writing to the Purchasing Section **by no later than SEPTEMBER 11, 2019 @ 12:00 p.m.**, in order to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, if that information is necessary to submit bids or if the lack of it would be prejudicial to other prospective bidders.

IV. SECURITY ACCESS: Security badge will be required for the certification. Contractor will be required to obtain security badge by attending a 30 minute class to obtain the required training. Alternately, Contractor may be required to obtain an access/driving badge by attending a 2 hour class and pass a written exam to obtain the required training. Class times are estimates and may be longer depending on class size. Contractors will be required to have at least one badged employee on site at all times (the SCLAA recommends a minimum of 2 employees). The estimated cost of the badge is \$10.00 each. There is also a cost of \$100.00 for any badge not returned to SCLAA upon request.

V. SENATE BILL 854 REQUIREMENTS: Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a). This project is subject to compliance monitoring and enforcement by the DIR.

VI. PREVAILING WAGES: In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

VII. 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.

The contractor and all subcontractors shall comply with **ALL** Federal and State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting www.dir.ca.gov for State of California. Additionally, copies of the State prevailing rate of per diem wages rates are on file at the City of Victorville Finance Division, and shall be made available for review to any interested party on request.

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

VIII. 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.

CONTACTS - FOR QUESTIONS REGARDING:

Procurement Process:

Celeste Calderon

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

Technical or Schedule Questions

Richard Falzone

Phone: (760) 243-1907; e-mail: rfalzone@victorvilleca.gov

IX. CALIFORNIA CONTRACTORS LICENSE AND CITY OF VICTORVILLE BUSINESS LICENSE:

The successful bidder and/or specified subcontractor(s) must possess a valid must have a valid **California Contractor's License C16 and C10**, as well as a valid City of Victorville Business License at the time of the award of this contract, to complete the work as described. The addition of the C-10 license allows the contractor/sub-contractor to repair, modify, and/or install the electrical alarm systems located at SCLA. The Contractor and/or subcontractor shall obtain all required permits and licenses prior to commencing work and shall submit the work in progress to periodic inspection by the appropriate Inspector of SCLAA and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the appropriate department within SCLAA.

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

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

The contractor shall perform with its own organization contract work amounting to not less than 10 percent (10%) of the total original contract price, excluding any specialty items designated by the SCLAA. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the contractor's own organization.

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

“Specialty Tasks” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

XI. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Contractor shall be required to procure and maintain at its own expense, during the term of this Agreement, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further be required to procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

COURSE OF CONSTRUCTION/BUILDER’S RISK

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 a Course of Construction, Builders’ Risk, or an Inland Marine 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 should also include a Loss Payee, and a Waiver of Subrogation Endorsement(s) in favor of SCLAA and 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.

WORKERS' COMPENSATION INSURANCE

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the Authority Secretary certificates of said insurance at least one (1) day prior to the commencement of any work to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the SCLAA of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

e. The Commercial General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Contract, Contractor's service coverage shall be primary with respect to the SCLAA. Any insurance maintained by the SCLAA shall be in excess of Contractor's insurance and shall not contribute to it."

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

XII. PAYMENT:

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

Upon approval by the Airport Director, or the designee, of the Contractor's estimate of work completed, SCLAA will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of five (5) percent and less the total of all previous payments.

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

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

The SCLAA shall make payments on any invoice request submitted by the Contractor. The payment request shall not be deemed properly completed unless, eCPR Online Submission Form proof, have been properly completed.

XIII. DISPUTES:

Any controversy or claim arising out of or relating to the provisions of this Agreement 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.

XIV. INDEMNIFICATION: Notwithstanding the limits of any insurance, Contractor shall indemnify SCLAA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:

- a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b. Contractor will promptly pay any judgment rendered against SCLAA, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold SCLAA, its officials, volunteers, officers, agents, and employees harmless therefrom;
- c. In the event SCLAA, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to SCLAA, its officials, volunteers officers,

agents or employees, any and all costs and expenses incurred by SCLAA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to SCLAA.

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

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

XV. GUARANTY AND BONDS: A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the Proposal.

For special projects over \$20,000.00 (including labor and materials), the Contractor, simultaneously with execution of the Contract, shall furnish a surety bond in an amount equal to one hundred percent (100%), of the contract price as security for the faithful performance of the Contract, and a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public Contract Code, Section 20170.

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

XVI. CONTRACTOR'S RESPONSIBILITIES: The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work in order to secure the safety of the workers. It shall be the Contractor's responsibility to perform the work strictly in accordance with the Scope of Services and any revisions as may be made therein by the Assistant Executive Director, or the designee, from time to time in the form of written change orders issued.

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

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

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

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

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

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

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

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

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

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

XXII. TERMINATION FOR CONVENIENCE: SCLAA may, by written notice, terminate this contract in whole or in part, when deemed in SCLAA's interest. Upon termination of this contract, SCLAA shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

XXIII. TERMINATION FOR DEFAULT: SCLAA, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

XXIV. RESERVED:

XXV. PROHIBITED INTEREST: No member, officer, or employee of SCLAA or of a local public body shall have any interest, direct or indirect, in this contract of the proceeds thereof during his tenure or for one year thereafter. Furthermore, the parties hereto covenant and agree to their knowledge no board member, officer or employee of SCLAA has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than SCLAA, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

XXVI. NON-COLLUSION AFFIDAVIT: All bids must be accompanied by an original signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

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

XXVIII. OWNERSHIP OF DOCUMENTS: All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of SCLAA and shall be delivered to SCLAA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by SCLAA of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to SCLAA of any documents or materials prepared

by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify SCLAA for all damages resulting therefrom.

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

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

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

XXXII. APPRENTICES ON PUBLIC WORKS: The Contractor shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on Public Works projects.

XXXIII. 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.).

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

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

The Contractor shall give full consideration to all qualified subcontractors referred by the local municipality, chamber of commerce or construction plan rooms, but is not required to employ any

subcontractor referred whom the Contractor does not consider qualified to perform the classification of work required.

The payrolls maintained by the Contractor shall contain the following information; the employee's full name, address, and social security number as required in the California Department of Industrial Relations form A-1-131 payroll reporting form.

The Contractor shall include the provisions of this condition in every subcontract for work which is, or reasonably may be, done as on-site work.

SCOPE OF SERVICES

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-006 FIRE SUPPRESSION SYSTEM SERVICES**

SCOPE OF WORK

Southern California Logistics Airport ("SCLA") is requesting bids to establish a list of qualified fire suppression system contractors ("Contractor(s)") who will provide installation, maintenance, repair, testing, and certification of fire suppression/detection systems, on an emergency and routine basis, within the SCLA. The contract shall consist of, but not be limited to, labor, materials, equipment, and supplementary services necessary to complete the work.

The Contractor/Sub-contractor must be certified by the California Contractors State License Board and must possess the required contractor's licenses C-16 and C-10. The addition of the C-10 license allows the contractor/sub-contractor to repair, modify, and/or install the electrical alarm systems located at SCLA.

SCLA will have three companies on contract. For each event, the Contractor that can most readily address the required work will be expected to perform, coordinate, and manage its services to ensure the completion of tasks as deemed necessary. The three selected companies will be invited to submit a quote if there is additional extensive work to be done other than what is on the standard scope of work provided.

Contractors are to provide best possible emergency response time.

Contractors are to include hourly rates for weekdays, weekends, holidays, and after-hours, and parts mark-up percentage. Proof of cost shall accompany all invoices that include charges for parts and/or materials.

The Contractor shall perform all tasks in cooperation with selected officials of the SCLA. All work shall be done in accordance with the standard specifications provided by the applicable SCLA staff and in accordance with all applicable National Fire Prevention Association (NFPA) standards.

The Contractor shall propose a sufficient qualified staffing level to ensure that the work is performed in accordance with the specifications provided by SCLA staff. Since the Contractor will get paid by time and materials for some work, the Contractor shall endeavor to keep to the minimum to adequately perform the work. Billing SCLA for staff or equipment that was not required to perform the work may result in disqualification for future projects.

CONTRACTORS SHALL HAVE, AT A MINIMUM, THE ABILITY TO:

- Troubleshoot electrical fire alarm systems and fire suppression systems, involving industrial water systems, foam systems, and equipment to determine cause of malfunctioning.
- Install, alter, repair, maintain, and locate defects in a variety of electrical fire alarm systems and fire suppression systems to include maintenance, testing, and certification of fire suppression systems.
- Disconnect, disassemble, clean, and repair or replace worn or damaged parts.
- Provide estimates of time, equipment, and materials needed for special projects, other than the standard scope of work provided.

- Provide emergency services at any time, 24 hrs a day, 7 days a week. Emergency service response time shall be at a maximum of 4 hours.
- Provide all certification documents to SCLA staff in a timely manner.
- Contractor's access and use of the work site shall not interfere with Airport operations. Any conflict shall be promptly referred to the SCLA representative for resolution.
- Contractor shall maintain the work site in a safe and orderly condition at all times and will make every effort to protect Airport facilities from damage during operations. Damage that does occur will be repaired immediately to the satisfaction of Airport staff and at the Contractor's sole expense.
- Contractor shall remain flexible to coordinate work with the SCLA and its tenants.
- Demolished materials and project debris, if any, may be stockpiled on site in a location acceptable to Airport staff. These material and debris are to be removed prior to substantial completion or can be removed as needed prior to that at the Contractor's option.
- All waste materials will be removed to approved disposal sites, remove all boxes, cartons, packing and scrap material from the work site. Remove all labels that are not intended or required by the manufacturer to remain.

EVALUATION OF BIDS:

SCLA will review each written bid response submitted by bidders to determine if they meet the requirements of this RFB. Failure to meet the essential requirements for this RFB may be cause for rejection of the bid. SCLA will make independent, random checks of the bidder's references as well as sub-contractors. SCLA will rank the responding bidder's written bids and will develop a short list of no more than three qualified Contractors.

Evaluation Criteria

A bid selection committee, with a minimum of three members, will be appointed at the beginning of the bid selection process. The following criteria will be used to rank written proposals:

CRITERIA	PERCENTAGE
1. Experience and References	40%
2. Parts Cost/mark-up	10%
3. Response Time	25%
4. Hourly Labor Rates	15%
5. Certification Costs	10%
TOTAL	100%

The selection committee will rank the proposals and will develop a short list of no more than three qualified firms and will notify all prospective firms via email.

The above criteria will be used to rank the written bids.

CONTRACT WITH SELECTED COMPANIES:

The three (3) selected companies will be invited to sign a Construction Agreement with SCLA to include one base year with the option for four one-year renewals to be based on performance. The terms of that agreement will be based on those outlined in the bid submittal. The Contractor will be expected to maintain the prices and conditions outlined in the bid for the length of the agreement and subsequent renewals. Should staff changes occur, the Contractor must notify the appropriate SCLA staff immediately. A sample of the Construction Agreement is attached to this RFB.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

**FORMS
SUBMISSION CERTIFICATION**

I hereby submit to the SCLAA the following proposal for work outlined in plans and specifications entitled Project **CC20-006 FIRE SUPPRESSION SYSTEM SERVICES**. All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- Submission Certification
- Bid Proposal Form
- Bidder Identification
- Customer References
- Worker's Compensation
- Signature Authorization
- List of Subcontractors
- Non-Collusion Affidavit (must be notarized)
- SB 854 Certification
- Debarred Certification Acknowledgement
- Addenda (if any – MUST BE SUBMITTED WITH YOUR BID)
- Additional Information (see below)

ADDITIONAL INFORMATION MUST BE PART OF YOUR BID:

The Bid submittal should be in sequence and address the evaluation criteria and the following information:

1. *Experience and qualifications of your company in providing these types of services. Please submit your resume.*
2. *List the name, address, phone number, fax and email address of a least three (3) references, (preferably airport and government municipalities) on recent and/or similar projects (see reference form included in the RFQ) for both the contractor and any sub-contractors.*
3. *Current workload and ability to perform and respond in a timely manner, if selected. The contractor must be able to provide an estimate and begin work within two (2) work days of approval of bid.*
4. *Provide best possible emergency response time.*

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

Business Name

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

BID PROPOSAL FORM

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC20-006 FIRE SUPPRESSION SYSTEM SERVICES

The undersigned hereby agrees to provide the items listed below in accordance with the specifications (which have been carefully examined and are attached hereto) on file in the Office of the Chief Financial Officer. **SCLAA reserves the right to award all or some of this bid package up to (3) three qualified contractors.** Price shall include travel and mobilization.

TIME & MATERIAL – Provide a price per labor category (in accordance with State prevailing wage) and pricing for parts on parts list.

DESCRIPTION	HOURLY RATE – REGULAR TIME	HOURLY RATE - OVERTIME
General Fire Suppression System Services for Troubleshooting and repairs (foam & water systems)		
DESCRIPTION	HOURLY RATE	OVERTIME RATE
After Hours		
Holiday		
Week End		

EXCESS FOAM	PRICE
DISPOSAL OF EXCESS FOAM AFTER TESTING PER GALLON	\$ _____ (GAL.)
DESCRIPTION OF SERVICES ASSOCIATED WITH COST:	

Bidders are to provide a parts percentage mark up rate below for any parts not listed in the above Fire System Parts List.

PERCENTAGE RATE	
Parts Mark Up Percentage Rate	

All invoices submitted shall include copies of parts invoices for verification.

BUILDING NAME/ NUMBER	SYSTEM TYPE	CERTIFICATION FEE ANNUAL	CERTIFICATION FEE FIVE YEAR
676	FOAM	\$	\$
678	FOAM	\$	\$
681	FOAM	\$	\$
682	WATER	\$	\$
683	FOAM	\$	\$
685	WATER	\$	\$
691A HANGAR	WATER	\$	\$
691B OFFICE	WATER	\$	\$
691C HANGAR	ALARM	\$	\$
700	HOSE	\$	\$
717A&B	ALARM	\$	\$
720	ALARM	\$	\$
723	ALARM	\$	\$
728	ALARM	\$	\$
731	WATER	\$	\$
732	WATER	\$	\$
733	WATER	\$	\$
734	WATER	\$	\$
738	ALARM	\$	\$
746	FOAM	\$	\$
747	FOAM	\$	\$
756	FOAM	\$	\$
761	ALARM	\$	\$
771	ALARM	\$	\$
780	WATER	\$	\$
789	WATER	\$	\$
868	WATER	\$	\$
869	FOAM GENERATOR	\$	\$
879	WATER	\$	\$
Pump House 1	WATER	\$	\$

Pump House 2	WATER	\$	\$
FUEL FARM	FOAM	\$	\$
Lighting Vault	ALARM	\$	\$

- Selected Contractors may be tasked with all or some of these buildings.

Emergency Response Time: _____

Warranty Period in months: _____

Payment Terms: _____

Bidder: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Federal I.D.No.: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

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. Contractors License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

CUSTOMER REFERENCES

Bidder: _____

LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

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
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

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
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

LIST OF SUBCONTRACTORS

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 10 percent (10%) 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: _____

DIR Registration No.: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

DIR Registration No.: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

DIR Registration No.: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

IF NO SUB PLEASE INITIAL HERE: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

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.

Small Project Exemption:

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

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

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

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: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

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

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

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

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

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

SAMPLE CONSTRUCTION AGREEMENT

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

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into by and between the Southern California Logistics Airport Authority, a joint powers authority located in the County of San Bernardino, State of California, hereinafter referred to as "SCLAA", and **CONTRACTOR NAME**, a [type of business (corporation, general contractor, etc.)], hereinafter referred to as the "Contractor". The SCLAA and the Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

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

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

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

Section 1. RECITALS

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

Section 2. TERM OF AGREEMENT

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

REMOVE IF NOT APPLICABLE

This Agreement may be extended for **(NUMBER OF YEARS)** additional one-year periods (hereinafter "Option Periods"), at the option of the SCLAA, subject to satisfactory performance as determined by the SCLAA. The SCLAA shall give Contractor sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the SCLAA decide to exercise its option(s) to extend. In the event the SCLAA does not give Contractor such written

notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 3 below. Should the SCLAA fail to give Contractor the sixty (60) days written notice of its intention to exercise any Option Period, the SCLA 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

The contract documents shall include the following documents, (as may be applicable) attached hereto as exhibits and incorporated herein by this reference as though set forth in full (the "Contract Documents"): **(REVISE AS NEEDED)**

- This Agreement.
- Exhibits:
- Notice Inviting Bids for the Project;
- SCLAA Specifications for the Project;
- Special Provisions; and
- Accepted Proposal.

In the event of any conflict between or among the Contract Documents, or any dispute as to the meaning of any term or provision, the Contract Documents shall be given priority according to the order listed herein above. In the event of any conflict or dispute that cannot be resolved by reference to the Contract Documents, the following documents may be used to clarify or interpret any term therein:

- Non-Collusion Affidavit;
- Bidder's Bond;
- List of Subcontractors;
- Faithful Performance Bond;
- Payment Bond; and
- Guaranty.

Section 5. CONTRACTOR'S OBLIGATIONS

Contractor shall complete the Project as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment,

supplies, transportation, and any other items and facilities necessary therefore, as provided in the Contract Documents.

Section 6. COMPENSATION

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

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

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

Section 8. PREVAILING WAGES

a. In accordance with the provisions of the California Labor Code (1720,1770-1776, 1810, 1813 and 1815), the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the Project is to be done. Copies of the updated Wage Determination rates are available from the SCLAA and the State of California via the internet at www.dir.ca.gov. Additionally, copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Division, and shall be made available for review to any interested party on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor and all subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the work contemplated by this Contract. Contractor shall be responsible for using the correct and current prevailing wage rates.

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

NOTE: Confirmation of certified payroll submittal to the Department of Industrial Relations (DIR) is required with each invoice to the SCLA. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the Contractor's invoice.

Section 9. WORKERS' COMPENSATION INSURANCE

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Section 10. NOTICE TO PROCEED

No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the SCLAA. Contractor shall commence work pursuant to the Contract Documents as directed by the SCLAA in the Notice to Proceed, and to diligently execute the same to completion within the time limits set forth in the Contract Documents.

Section 11. COMPLIANCE WITH LAWS

Contractor shall comply with all local, state, and federal laws and regulations applicable to the performance of the work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses shall be held or obtained by the Contractor at its sole expense.

Section 12. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Contractor shall procure and maintain at its own expense, during the term of this Agreement, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

Section 13.

COURSE OF CONSTRUCTION/BUILDER'S RISK

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 a Course of Construction, Builders' Risk, or an Inland Marine 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 should also include a Loss Payee, and a Waiver of Subrogation Endorsement(s) in favor of SCLAA and the City of Victorville.

Section 14.

ADDITIONAL INSURED

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

Section 15.

WAIVER OF SUBROGATION RIGHTS

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the SCLAA, the City of Victorville and their officers, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 16.

PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the Authority Secretary certificates of said insurance at least one (1) day prior to the commencement of any work to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the SCLAA of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

e. The Commercial General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Contract, Contractor's service coverage shall be primary with respect to the SCLAA. Any insurance maintained by the SCLAA shall be in excess of Contractor's insurance and shall not contribute to it."

Section 17. TIME OF THE ESSENCE

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

Section 18. INDEMNIFICATION

Notwithstanding the limits of any insurance, Contractor shall indemnify the SCLAA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Contractor will promptly pay any judgment rendered against the SCLAA, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the SCLAA, its officials, volunteers, officers, agents, and employees harmless there from;

c. In the event the SCLAA, its officials, officers, agents, volunteers or employees is made a Party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the SCLAA, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the SCLAA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to the SCLAA;

d. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980

("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time;

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

Section 19. REPORTS

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

Section 20. RECORDS

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

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

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

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

Section 21. MODIFICATIONS AND AMENDMENTS

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

Section 22. ENTIRE AGREEMENT

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

b. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement and the Contract Documents.

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

Section 23. **AMBIGUITIES**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

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

Section 24. **NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the SCLAA:	INSERT DEPT. HEAD NAME AND TITLE Southern California Logistics Airport Authority 18374 Phantom West Victorville, CA 92394
---------------	---

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

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

Section 25. **NON-LIABILITY OF THE SCLAA OFFICERS AND EMPLOYEES**

No officer or employee of the SCLAA shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the SCLAA or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 26. **REVIEW BY ATTORNEYS**

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

Section 27. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the SCLAA, except those losses or damages as may be caused by the SCLAA's own negligence. The performance of the work by Contractor or the payment of money by the SCLAA shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the SCLAA, when such inaccuracies are due to the negligence of Contractor.

Section 28. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 29. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Agreement may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the SCLAA, which may be withheld in the SCLAA's sole discretion since the experience and qualifications of Contractor were material considerations for this Agreement.

Section 30. GENDER; PLURAL

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 31. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 32. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 33. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 34. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 35. ATTORNEY'S FEES

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

Section 36. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the SCLAA, until signed by the authorized representative(s) of Consultant, approved by the Authority Risk Manager, and executed by the authorized the SCLAA personnel or Authority Chairman.

**Section 37. REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT**

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

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

Section 38. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

CONTRACTOR

By: _____
**INSERT DEPT. HEAD NAME AND TITLE
AUTHORITY CHAIRMAN (mayor)**

By: _____
CONTRACTOR NAME AND TITLE

Dated: _____

Dated: _____

ADD ATTEST IF OVER \$50K
Charlene Robinson,
Authority Secretary

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

APPROVED AS TO STANDARD FORM

By: _____
**Chuck Buquet,
Authority Risk Manager**

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

Dated: _____

Dated: _____

GUARANTY FAITHFUL AND PAYMENT BOND

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

GUARANTY

TO SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, CALIFORNIA

The undersigned guarantees the completion of “**Fire Suppression System Services**”

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, due to any of the above causes, all within twelve (12) months after date on which this Contact is accepted by the Owner, the undersigned agrees to reimburse the Owner, 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 Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner 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 Owner 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 a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner 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.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES
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 SCLAA, 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 "**CC20-022 FIRE SUPPRESSION SYTEM SERVICES**" as specifically set forth in documents entitled " **CC20-022 FIRE SUPPRESSION**" 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 thereunder, 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
CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**

PAYMENT BOND

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 SCLAA, 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, said Contractor has been awarded and is about to enter into the annexed contract with said SCLAA for completion of " **CC20-022 FIRE SUPPRESSION SYSTEM SERVICES** " as specifically set forth in documents entitled "**CC20-022 FIRE SUPPRESSION SYSTEM SERVICES**" 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 or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such person for or about the performance of the aforementioned contract, said Surety will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the Court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assignees in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Title 15 of Part 4 of Division 3 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not confined to, Civic Code Section 3225-3228, inclusive, and Section 3247-3252, inclusive.

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.

WITNESS our hands this ___ day of _____, _____.

(SEAL)

CONTRACTOR

SURETY

By: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

**FIRE SUPPRESSION SYSTEM DATA
SHEETS – ALL BUILDINGS**

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 676 Address: 13010 Aerospace Dr.

System Type: Foam / Wet Sprinkler

Supply Valve Type: Butterfly

Riser Room Location: 1 - East Side Office Area, 1 - West Side Office Area

Riser Valve(s):

QTY	SIZE	TYPE
5	6"	Reliable Deluge
4	4"	Reliable Deluge
1	6"	Reliable DDX
1	6"	Star 6-175-D
1	6"	Globe G2

Panel Location: West Side Exterior Room

Panels:

TYPE	MODEL
Potter	PFC 6075R

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
2300 gallon	Ansul	470436	AFFF 3%
1400 gallon	Ansul	71125	AFFF 1%
2300 gallon	Ansul	470436	Out of Service
1400 gallon	Ansul	71125	Out of Service

MONITORS QTY	IR's QTY	HOSES QTY
12	4	4

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 678 **Address:** 13050 Aerospace Dr.

System Type: West Sprinkler / Foam

Supply Valve Type: _____

Riser Room Location: 1 - West Side, 1 - East Side

Riser Valve(s):

QTY	SIZE	TYPE
8	6"	Victaulic 758 Deluge Valves on Cannons
2	4"	Victaulic 717 Alarm Valves - Foam Tanks
3	8"	Victaulic 717R Alarm Valves
1	4"	717 Alarm Valve Wet System
2	4"	Victaulic 717 Alarm Valves
1	3"	Victaulic 717 Alarm Valve - Foam Tank Supply
1	8"	Victaulic 717R Alarm Valve

Panel Location: West Side Riser Room

Panels:

TYPE	MODEL
Gamewell	IF602 & 4 Wheellock Power
	Panels

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
400 gallon	Chemguard	CVBT 400	AFFF 1%
400 gallon	Chemguard	CVBT 400	AFFF 1%
250 gallon	Chemguard	CVBT 250	AFFF 1%
400 gallon	Chemguard	CVBT 400	AFFF 1%
400 gallon	Chemguard	CVBT 400	AFFF 1%

MONITORS QTY	IR's QTY	HOSES QTY
12	10	6

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 682 **Address:** 18308 Readiness St.

System Type: West Sprinkler & Fire Alarm

Supply Valve Type: Butterfly

Riser Room Location: Back Southwest Corner of Building

Riser Valve(s):

QTY	SIZE	TYPE
1	6"	Express Riser Over Paint Booth
1	4"	Express Riser For Paint Booth

Panel Location: West Side Equipment Room

Panels:

TYPE	MODEL
Ademco	

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

Alarm panel also monitors spray booth in building 879

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 683 **Address:** 18284 Readiness St.

System Type: Foam & Water Closed Head Deluge/Foam Cannons & Wet Sprinklers

Supply Valve Type: 6" OS&Y and 4" OS&Y with Wall Activators

Riser Room Location: East & West Side of Hangar and East & West Offices

Riser Valve(s):

QTY	SIZE	TYPE
2	6"	Star Alarm Valves - Office Wet Systems
2	6"	Reliable DDX Deluge Valves

Panel Location: Northeast side of building

Panels:

TYPE	MODEL
Gamewell Addressable	
Gamewell Expansion	

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
800 gallon	Ansul		AFFF 3%
800 gallon	Ansul		AFFF 3%
800 gallon	Ansul		AFFF 3%
800 gallon	Ansul		AFFF 3%

MONITORS QTY	IR's QTY	HOSES QTY
2	2	2

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 685 **Address:** 18310 Readiness St.

System Type: Wet Sprinkler & Dry Valve System and Fire Alarm

Supply Valve Type: Butterfly

Riser Room Location: Middle of Building

Riser Valve(s):

QTY	SIZE	TYPE
1	6"	Area A - CSC Alarm Valve
1	6"	Area B - Reliable Model D Dry Valve
1	6"	Area C - Reliable Model D Dry Valve
1	4"	Area D - Express Riser

Panel Location: Back of Riser Room

Panels:

TYPE	MODEL
Ademco	

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 691A **Address:** 18438 Readiness St.

System Type: Fire Alarm / Wet Sprinkler System

Supply Valve Type: 1 - 4" OS&Y / 2 - 6" OS&Y

Riser Room Location: Southwest End of Hangar

Riser Valve(s):

QTY	SIZE	TYPE
1	4"	Rasco Model E
2	6"	Reliable Model E

Panel Location: Northeast Hangar Wall & Southeast Hangar Wall

Panels:

TYPE	MODEL
Ademco	4140XMP

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 691B **Address:** 18438 Readiness St.

System Type: Fire Alarm

Supply Valve Type: NA

Riser Room Location: NA

Riser Valve(s):

QTY	SIZE	TYPE
		NA

Panel Location: In FACP Room, East End of Corridor

Panels:

TYPE	MODEL
Ademco	5110XM

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 691C **Address:** 18438 Readiness St.

System Type: Fire Alarm / Wet Sprinkler

Supply Valve Type: PIV Out Front

Riser Room Location: North End of Hangar

Riser Valve(s):

QTY	SIZE	TYPE
1	8"	Viking Alarm Valve

Panel Location: Back Southwest Corner of Hangar

Panels:

TYPE	MODEL
Ademco	PS-24-8MC
Wheellock Expansion	

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 700 **Address:** 18540 Readiness St.

System Type: Fire Alarm & Dry Stand Pipe with Hoses

Supply Valve Type: Fire Dept. Connection

Riser Room Location: NA

Riser Valve(s):

QTY	SIZE	TYPE
		NA

Panel Location: _____

Panels:

TYPE	MODEL
EST Fireshield	FS502
Silent Knight Dialer	5230

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	6

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 717A/B **Address:** 18368 Readiness St.

System Type: Alarm / Heat Detector

Supply Valve Type: _____

Riser Room Location: Central Hallway

Riser Valve(s):

QTY	SIZE	TYPE
		NA

Panel Location: _____

Panels:

TYPE	MODEL
Wheelock	PS-12 / 24-8

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA		

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 720 **Address:** 18708 Readiness St.

System Type: Alarm Only

Supply Valve Type: _____

Riser Room Location: NA

Riser Valve(s):

QTY	SIZE	TYPE
		NA

Panel Location: South HVAC Room

Panels:

TYPE	MODEL
Notifier	SFP-10VD
Wheellock	PS-12/24 8 MP

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 723 **Address:** 18374 Phantom St.

System Type: Alarm / Heat Detector

Supply Valve Type: _____

Riser Room Location: Utility Room in North Bay Area

Riser Valve(s):

QTY	SIZE	TYPE
		NA

Panel Location: _____

Panels:

TYPE	MODEL
Silent Knight	5207

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA		

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 728 **Address:** 18374 Phantom St.

System Type: Fire Alarm

Supply Valve Type: NA

Riser Room Location: NA

Riser Valve(s):

QTY	SIZE	TYPE
		NA

Panel Location: Power Room Front Center Hallway

Panels:

TYPE	MODEL
Silent Knight	5207 Fire Control Communicator

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 732 Address: 18604 Phantom St.

System Type: Fire Alarm / Wet Sprinkler

Supply Valve Type: Butterfly

Riser Room Location: In Hangar

Riser Valve(s):

QTY	SIZE	TYPE
1	8"	Viking Model E Alarm Valve

Panel Location: Northwest Equipment Room

Panels:

TYPE	MODEL
Ademco	

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 733 **Address:** 18626 Phantom St.

System Type: Fire Alarm / Wet Sprinkler

Supply Valve Type: OS&Y

Riser Room Location: South Side of Building

Riser Valve(s):

QTY	SIZE	TYPE
1	6"	Express Riser

Panel Location: _____

Panels:

TYPE	MODEL
Ademco Vista	128FB

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 734 **Address:** 18654 Phantom St.

System Type: Wet Sprinkler / Deluge & Fire Alarm Release

Supply Valve Type: PIV

Riser Room Location: South End of Building

Riser Valve(s):

QTY	SIZE	TYPE
1	6"	Reliable Model DX Deluge Valve
1	6"	Reliable Model DDX Deluge Valve
1	4"	Reliable Alarm Valve

Panel Location: South Side of Hangar

Panels:

TYPE	MODEL
Simplex	4010
Simplex	4009 ID Net Extender

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 746 **Address:** 13596 Phantom St.

System Type: Foam / Wet System

Supply Valve Type: Butterfly

Riser Room Location: Southeast Corner

Riser Valve(s):

QTY	SIZE	TYPE
4	8"	Victaulic
1		Preaction Victaulic #758
1	4"	Victaulic

Panel Location: Riser Room

Panels:

TYPE	MODEL
Gamewell	
FACP	
Expansion Power Panels	

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
1400 gallon	Chemguard	CVBT 1400	AFFF 3%
1400 gallon	Chemguard	CVBT 1400	AFFF 3%
250 gallon	Chemguard	CVBT 250	AFFF 3%

MONITORS QTY	IR's QTY	HOSES QTY
8	6	4

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 747 **Address:** 13460 Phantom St.

System Type: Foam / Wet System

Supply Valve Type: Butterfly

Riser Room Location: Southeast Corner

Riser Valve(s):

QTY	SIZE	TYPE
4	8"	Victaulic
1		Preaction Victaulic #758
1	4"	Victaulic

Panel Location: Riser Room

Panels:

TYPE	MODEL
Gamewell	
FACP	
Expansion Power Panels	

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
1400 gallon	Chemguard	CVBT 1400	AFFF 3%
1400 gallon	Chemguard	CVBT 1400	AFFF 3%
250 gallon	Chemguard	CVBT 250	AFFF 3%

MONITORS QTY	IR's QTY	HOSES QTY
8	6	4

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 756 **Address:** 13516 Phantom St.

System Type: Wet Sprinkler / Foam / Water Deluge

Supply Valve Type: Butterfly

Riser Room Location: East Side of Building

Riser Valve(s):

QTY	SIZE	TYPE
1	8"	Viking E-1
2	6"	Viking E-1
2	4"	Viking E-1
1	4"	Viking Alarm Valve

Panel Location: Riser Room

Panels:

TYPE	MODEL
Gamewell	FACP with Expansion Power

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
700 gallon	Chemguard	CVBT 700	AFFF 3%
700 gallon	Chemguard	CVBT 700	AFFF 3%

MONITORS QTY	IR's QTY	HOSES QTY
8 Tail Enclosures	4	4

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 761 Address: 13758 Alert Rd.

System Type: Fire Alarm

Supply Valve Type: NA

Riser Room Location: NA

Riser Valve(s):

QTY	SIZE	TYPE
		NA

Panel Location: Center of Hangar West Side Mechanical Eqmt Room

Panels:

TYPE	MODEL
Firelite	

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 780 **Address:** 13504 Phantom St.

System Type: Wet Sprinkler / Fire Alarm

Supply Valve Type: OS&Y

Riser Room Location: Southeast Corner of Building

Riser Valve(s):

QTY	SIZE	TYPE
1	6"	Express Riser

Panel Location: Southeast Corner of Bldg Outside Equipment Room

Panels:

TYPE	MODEL
Vista	128FBP

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 789 **Address:** 13532 Phantom St.

System Type: Wet Sprinkler / Fire Alarm

Supply Valve Type: PIV

Riser Room Location: Southeast Corner of Bldg Outside Equipment Room

Riser Valve(s):

QTY	SIZE	TYPE
1	6"	Star Alarm Valve

Panel Location: Southeast Corner Equipment Room, Outside

Panels:

TYPE	MODEL
Honeywell	Vista 128FBP

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA	NA	NA

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 869 Address: 18904 Alert Rd.

System Type: Foam Generator / Wet System

Supply Valve Type: _____

Riser Room Location: Inside Hangar

Riser Valve(s):

QTY	SIZE	TYPE
1	4"	Firelock NXT S/769 Overhead Wet
1	3"	Viking Mod F-1 Foam Generator

Panel Location: On Side of Bldg 868

Panels:

TYPE	MODEL
Silent Knight	SK-5208

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
150 gallon	Ansul	70522	2% JET-X
			Lot NX002

MONITORS QTY	IR's QTY	HOSES QTY

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # 879 **Address:** 18280 Readiness St.

System Type: Wet Sprinkler

Supply Valve Type: OS&Y

Riser Room Location: Inside Back of Building

Riser Valve(s):

QTY	SIZE	TYPE
1	4"	J1 Alarm Valve

Panel Location: See Bldg 682

Panels:

TYPE	MODEL

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE

MONITORS QTY	IR's QTY	HOSES QTY

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # Fuel Farm Address: 18373 Gateway

System Type: Wet Sprinkler / Foam Water Deluge

Supply Valve Type: _____

Riser Room Location: South End of Building

Riser Valve(s):

QTY	SIZE	TYPE
1	4"	Water Control Valve DV-5 TYCO
2	3"	Water Control Valve DV-5 TYCO

Panel Location: North Electrical Room in Building

Panels:

TYPE	MODEL
Notifier	IFC-320

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
500 gallon	Ansul	419155	AFFF 3%

MONITORS QTY	IR's QTY	HOSES QTY
6	6	

Comments:

FIRE SUPPRESSION SYSTEM DATA SHEET

Bldg # PH1 Address: 18010 Phantom St.

System Type: Alarm / Water Sprinkler

Supply Valve Type: _____

Riser Room Location: Inside West Side of Pump House

Riser Valve(s):

QTY	SIZE	TYPE
1	4"	Viking Easy Riser, Model F-1

Panel Location: _____

Panels:

TYPE	MODEL
Notifier	NEW-50

Foam Tank(s):

SIZE	MAKE	MODEL	FOAM TYPE
NA			

MONITORS QTY	IR's QTY	HOSES QTY
NA		

Comments:
