

# **ATTACHMENT C**

## **GENERAL SERVICES PROVIDER STANDARD AGREEMENT**

**GENERAL SERVICES PROVIDER STANDARD AGREEMENT  
BY AND BETWEEN  
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY  
AND  
SCORPION FIRE PROTECTION, INC.  
FOR  
FIRE PUMP & CONTROLLER MAINTENANCE AND REPAIR  
SERVICES, PROJECT CC23-099-1**

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT (hereinafter "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, for reference purpose only, is made and entered into by and between the Southern California Logistics Airport Authority, a joint powers authority located in the County of San Bernardino, State of California, hereinafter referred to as "SCLAA", and Scorpion Fire Protection, Inc., a California corporation, hereinafter referred to as "Service Provider." The SCLAA and Service Provider are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

**RECITALS:**

**WHEREAS**, the SCLAA requires **Fire Pump & Controller Maintenance and Repair Services, Project CC23-099-1**; and

**WHEREAS**, in light of the facts set forth above, the SCLAA desires to retain the services of a qualified service provider to provide, on an independent contractor basis, **Fire Pump & Controller Maintenance and Repair Services**; and

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES 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 fully herein.

**Section 2.                      SCOPE OF WORK**

Service Provider shall provide to the SCLAA those services set forth in the Scope of Work, attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference.

**Section 3.                      COMPENSATION**

The SCLAA shall pay a total amount not to exceed **One Hundred Fifteen Thousand and 00/100 DOLLARS (\$115,000.00)** for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4 and California State Prevailing Wage

Provisions, attached hereto as **Exhibit “C”** and incorporated herein by this reference as though set forth in full, subject to approval of the SCLAA, when applicable.

**Section 4.**                      **BID PROPOSAL FORMS**

The SCLAA shall pay Service Provider as provided in the Bid Proposal Forms, attached hereto as **Exhibit “B”** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit “B”** notwithstanding, in order to receive payments, Service Provider shall be required to submit to the SCLAA monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered, invoices shall be paid by the SCLAA approximately thirty (30) working days following receipt of Service Provider’s invoice.

**Section 5.**                      **RESERVED**

**Section 6.**                      **TERM OF AGREEMENT**

This Agreement shall be for an initial term commencing on the date of full execution of the Agreement (the “Commencement Date”) and expiring on **June 30, 2024** (the “Termination Date”) (the “Term”), unless terminated earlier pursuant to Section 21 of this Agreement. 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 21 below.

This Agreement may be extended for **Four (4)** 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 Service Provider 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 Service Provider 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 21 below. Should the SCLAA fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the SCLAA may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

**Section 7.**                      **INDEPENDENT CONTRACTOR STATUS**

Service Provider shall at all times during the Initial Term of this Agreement, and (if applicable during any Option Periods), perform the services described in this Agreement as an independent contractor.

**Section 8.**                      **REPRESENTATIONS AND ACKNOWLEDGMENTS  
REGARDING INDEPENDENT CONTRACTOR’S STATUS OF  
SERVICE PROVIDER**

a.        Service Provider represents and acknowledges the following:

(1)       The SCLAA is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the SCLAA.

(3) The services described in this Agreement can be performed without the use of the SCLAA equipment, materials, tools, or facilities, unless otherwise provided under a separate Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the SCLAA must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The SCLAA will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the SCLAA.

b. The SCLAA represents and acknowledges the following:

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) The SCLAA will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent the SCLAA from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the SCLAA on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the SCLAA in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on the SCLAA-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

## **Section 9.**

## **NOT AGENT OF THE SCLAA**

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the SCLAA or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the SCLAA in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the SCLAA to any obligation whatsoever.

**Section 10.**                    **LICENSES AND PERMITS**

Service Provider represents that it has obtained and will maintain at all times during the initial Term, and (if applicable, during any Option Periods) of this Agreement all business licenses, including but not limited to a City of Victorville business license, certifications, or permits necessary for performing the services described in this Agreement.

**Section 11.**                    **WARRANTY**

Service Provider agrees to perform all services required by this Agreement in a workmanlike competent and satisfactory manner in accordance with the standards prevalent in the industry for such services.

**Section 12.**                    **FAMILIARITY WITH WORK**

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the SCLAA, Service Provider shall immediately inform the SCLAA of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **C. Eric Ray, Airport Director**, or his designee.

**Section 13.**                    **CONFLICTS OF INTEREST**

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed by it. In the event the SCLAA determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with Authority Secretary's Office pursuant to the written instructions provided by the Authority Secretary.

**Section 14.**                    **COMPLIANCE WITH LAWS**

Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Service Provider or its employees, officers, or board members.

**Section 15.**                    **COMMERCIAL GENERAL AND  
AUTOMOBILE LIABILITY INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), 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 Service Provider or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) 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 utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

**Section 16.**                    **WORKERS' COMPENSATION INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

**Section 17.**                    **RESERVED**

**Section 18.**                    **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name SCLAA, the City of Victorville, and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the Authority Legal Counsel, as Additional Insureds.

**Section 19.**                    **WAIVER OF SUBROGATION RIGHTS**

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

**Section 20.**                    **PROOF OF INSURANCE COVERAGE;  
REQUIRED ENDORSEMENTS**

a. Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the Authority Secretary certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide 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 cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the SCLAA of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) 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, the **Service Provider's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the SCLAA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SCLAA, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies."

## **Section 21.                      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 services 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 services rendered or supplies actually furnished prior to the effective date of termination.

## **Section 22.                      TIME OF THE ESSENCE**

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

## **Section 23.                      INDEMNIFICATION**

a. Service Provider shall defend, indemnify, and hold harmless the SCLAA, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for any personal injuries, deaths, or property damage (including property owned by the SCLAA), which may arise out of Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the SCLAA's own negligence or willful misconduct, or that of its officers or employees.

b. The SCLAA does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by the SCLAA, or the deposit with the SCLAA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

#### **Section 24.                   REPORTS**

Upon request by **C. Eric Ray, Airport Director**, or his designee, Service Provider shall prepare and submit reports to the SCLAA concerning Service Provider's performance of the services required by this Agreement.

#### **Section 25.                   RECORDS**

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **C. Eric Ray, Airport Director**, or his designee, to evaluate the cost and the performance of such services.

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

c. **C. Eric Ray, Airport Director**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Service Provider hereunder shall be retained by Service Provider and made available to **C. Eric Ray, Airport Director**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

#### **Section 26.                   RESERVED**

#### **Section 27.                   CONFIDENTIALITY**

a. Any and all documents and information obtained from the SCLAA or prepared by Service Provider for the SCLAA shall be kept strictly confidential unless otherwise provided by applicable law. All the SCLAA data, documents and information shall be returned to the SCLAA upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **C. Eric Ray, Airport Director**, or his designee, or as required by applicable law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the SCLAA, except with the prior written approval of **C. Eric Ray, Airport Director**, or his designee, or as required by applicable law.



**Section 28.**

**PRINCIPAL REPRESENTATIVES**

a. **Kenneth Clark, President**, is designated as the principal representative of Service Provider for purposes of communicating with the SCLAA on any matter associated with the performance of the services set forth in this Agreement.

b. **C. Eric Ray, Airport Director**, or his designee, shall be the principal representative(s) of the SCLAA for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

**Section 29.**

**MODIFICATIONS AND AMENDMENTS**

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

**Section 30.**

**ENTIRE AGREEMENT**

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

b. This Agreement contains all of the covenants and Agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement 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.

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

**Section 31.**

**AMBIGUITIES**

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

Notwithstanding the foregoing, the Parties agree that **Exhibit "B"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this General Services Provider Standard Agreement and **Exhibit "B"**, the terms of this General Services Provider Standard Agreement shall control and nothing set forth in **Exhibit "B"** shall be deemed to supersede any of the provisions of this General Services Provider Standard Agreement.

**Section 32.                      NOTICES**

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

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

To Provider:                      Kenneth Clark, President  
Scorpion Fire Protection, Inc.  
24845 Cahuilla Rd.  
Apple Valley, CA 92307

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 33.                      NON-LIABILITY OF THE SCLAA OFFICERS  
AND EMPLOYEES**

No officer or employee of the SCLAA shall be personally liable to Service Provider, 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 Service Provider or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

**Section 34.                      REVIEW BY ATTORNEYS**

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

**Section 35.                      WAIVER**

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

**Section 36.**                    **ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

**Section 37.**                    **CARE OF WORK**

The performance of services by Service Provider or the payment of money by the SCLAA shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the SCLAA, when such incomplete, inaccurate or defective work is due to the negligence of Service Provider.

**Section 38.**                    **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 39.**                    **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.

**Section 40.**                    **GENDER**

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 41.**                    **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 42.**                    **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 43.**                    **DEFAULT**

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

#### **Section 44. 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 45. 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 46. ATTORNEY'S FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

#### **Section 47. EFFECTIVENESS OF AGREEMENT**

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

#### **Section 48. 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 49.**                    **COUNTERPARTS**

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

(END OF THIS PAGE)

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

**SOUTHERN CALIFORNIA LOGISTICS  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
**Debra Jones,  
Authority Chairman**

Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
**Jennifer Thompson,  
Authority Secretary**

Dated: \_\_\_\_\_

**SOUTHERN CALIFORNIA LOGISTICS  
AUTHORITY**

By: \_\_\_\_\_  
**Sandra Bostick,  
Authority Risk Manager**

Dated: \_\_\_\_\_

**SCORPION FIRE PROTECTION, INC.**

By: \_\_\_\_\_  
**Kenneth Clark,  
President**

Dated: \_\_\_\_\_

**APPROVED AS TO STANDARD FORM**

By: \_\_\_\_\_  
**Andre de Bortnowsky,  
Authority Legal Counsel**

Dated: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

***See Attachment***

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)  
CC23-099 STATIONARY EQUIPMENT MAINTENANCE****SECTION 3  
SCOPE OF SERVICES**

1. **Reports:** Bidder shall submit a report to SCLA after each visit to inspect or repair equipment at the job sites, detailing the maintenance performed and the parts and supplies used, and calling to the attention of SCLA any operational problems encountered, and repairs recommended to maintain the equipment in operational condition.

All periods of operation will be recorded in the provided logbook in accordance with the current Mojave Desert Air Quality Management (MDAQMD) permit.

2. **Inspection: (Minor Service):**

**General**

**Visual inspection** – Complete visual inspection of all Gen-set equipment and surrounding area.

**Air Induction and Exhaust System**

**Air Filter Service Indicator** – Inspect for proper operation and notation of reading.

**Air Filter** – Inspect and clean air filter.

**Air Inlet System** – Inspect piping and air filter housing for damage, loose connections, and evidence of leaks. Air filter housing is to be cleaned when air filter is cleaned or replaced. Inspect condition of gaskets and seals.

**Turbocharger** – Inspect for lube oil or exhaust leakage. Inspect for unusual noise and proper operation.

**Exhaust Manifold** – Inspect for damage, loose or missing hardware, and evidence of exhaust leakage. Inspect for slobbering.

**Exhaust System** – Inspection of silencer and piping for damage, corrosion, or leakage. Inspect condition of rain cap. Inspect supports for vibration damage and loose connections.

**Cooling System**

**Radiator/Heat Exchanger** – Inspect for leaks, damage, and debris. Inspect louvers for correct operation.

**Coolant** – Inspect coolant for correct level and signs of contamination. Inspect coolant conditioner concentration and temperature protection. Inspect filler cap gasket and sealing surfaces.

**Hoses and Connections** – Inspect all hoses for deterioration. Check tightness of all connections.

**Fan Drive Pulley and Fan** – Inspect for loose or worn pulleys. Check fan operation and clearance.

**Fan Belts** – Inspect for wear and/or deterioration. Check fan operation and clearance.

**Water Heater Jacket** – Inspect for proper operation. Check thermostat setting for proper coolant temperature.



**Water Pump** – Visual and operational inspection for leaks and/or unusual noises.

### **Fuel System**

**Fuel Line and Connections** – Inspect for leaks and tight connections. Inspect support brackets.

**Governor and Engine Controls** – Inspect for governor lube oil level. Inspect controls and linkage for proper operation. Add lube oil as necessary.

**Fuel Filters** – (primary and secondary) Inspect for leaks and tight connections. Inspect support brackets.

**Day Tank** – Check and log fuel level. Inspect day tank system for leaks. Test day tank pump for proper operation. Inspect fuel condition for contaminants.

**Main Fuel Tank** – Check and log fuel level. Visual inspection of tank, if possible. Visual inspection of fuel condition for contaminants.

**Water Trap (Separator)** – Note if water was found in the water separator. Drain water.

**Engine Mounted Fuel System Priming Pump** – Check for proper operation.

**Fuel Transfer Pump (Remote Mount)** – Check for proper operation.

**Fuel Pressure** – Inspect site gauge for correct pressure. Note fuel pressure.

**Gaseous Fuel Supply System (Regulators, Valves, Pipes and Vents)** - Visual inspection for damage, leaks, and proper operation. If a leak is suspected, spray a mixture of water and liquid detergent on each connection.

### **Ignition System**

Visually inspect ignition system components.

### **Lube Oil System**

**Oil Level** – Inspect for correct level and for signs of contamination. Visual inspection of equipment for leaks.

**Oil Pressure** – Operational check of oil pressure for correct pressure. Note engine oil pressure at rated speed.

**Oil Pump** – Operational and visual inspection of the pre-lube pump.

**Crankcase Breather** – Inspect and clean crankcase breather.

**Crankcase** – Inspect crankcase and note any excessive blow-by.

### **Engine Starting System**

**Batteries** – Inspect for damage or leakage. All battery connections shall be cleaned and tightened.

**Batteries** – Measure and record the specific gravity readings for each battery cell, inspect for correct electrolyte level, and record DC voltage power supply.

**Batteries** – Test and record cold cranking amps (CCA).

**Battery Charger** – Inspect for proper operation, loose terminals, and deteriorated wiring.

**Starting Motor** – Inspect electrical connections and wiring.

**Alternator** – Inspect for proper operation, loose connections and mounting hardware. Check belts, pulley and voltage output.

**Monitors and Safety Controls**

**Safety Controls** – Inspect for proper operation, loose connections and wiring deterioration.

**Remote Annunciation** – Inspect and test panel and system alarms for proper operation.

**Generator AC Power Unit**

Visually inspect overall condition for foreign objects, loose, or broken fittings, guards, and components.

**Generator Mechanical**

**Generator** – Inspect generator windings for foreign material, dirt, and winding movement. (No cover removal).

**Vibration Isolators** – Check for proper adjustment and hardware condition.

**Generator Control Panel**

**Start Controls (Manual and Automatic)** – Check for proper operation. Check automatic start.

**Voltmeter** – Check for correct readings. Check voltage level.

**Ammeter** – Check for correct readings while system is under load.

**Frequency Meter** – Check for correct readings under load and with no load conditions.

**Transfer Switch**

Perform visual inspection of all wiring and connections for signs of tracking, overheating and insulation deterioration. Check and tighten, when necessary and safe all control circuit wiring terminals. Perform heat scan on all contacts.

**Automatic Transfer Switch Test** – Test automatic transfer switch (ATS) for correct operation by simulating a utility power supply failure, check for sequential operation of the ATS, record the utility AC voltage at ATS Connections, and record the engine generator set AC voltage at the ATS connections.

**3. Operational Check**

Generator will be run for a minimum of 20 (twenty) minutes for operational testing.

**4. Annual Service (Major Service)**

**Note: Includes all items listed in Inspections (Minor Service), in addition to the following items:**

**Air Induction and Exhaust System**

**Turbocharger** – Inspect the turbocharger.

**Valve adjustment** – Audio Analysis for improper operation.

**Cooling System**

**System** – Pressure test cooling system.

**Radiator Cap** – Inspect for correct pressure rating. Pressure tests the cooling system. Inspect sealing gasket and neck sealing surfaces for signs of deterioration.

**Radiator** – Inspect cooling fins for blockage and corrosion.

**Fuel System**

**Fuel Filters** – Change all fuel filters (per mfg). Inspect for damage, leaks, and proper operation.

**Lube Oil System**

**Oil and Filters** – Change crankcase oil and oil filters.

**Engine Starting Systems**

**Magnetic Pickup** – Remove, inspect and adjust, as needed for proper operation.

**Batteries** – Clean batteries and box and check condition and tightness of all cables

**Monitors and Safety Controls**

**Gauge Accuracy** – Check oil pressure, coolant temperature, and alternator gauges for accuracy.

**Sending Unit Switches** – Check coolant temperature and oil pressure sending unit switches.

**Generator Mechanical**

**Exciter** – Check exciter clearances (air gap) if accessible.

**Conductors** – Inspect AC and DC conductors for insulation damage within the generator enclosure.

**Generator Fan** – Inspect fan hardware.

**Generator Control Panel**

**Circuit Breakers** – Inspect free movement of circuit breakers and tight connections.

**Control Panel** – Vacuum/clean engine generator set control panel.

**Connection Enclosure** – Vacuum/clean engine generator set connection enclosure.

**Perform Load Bank Service**

**5. Criteria for Stationary Equipment Maintenance/Testing**

**Fire Pumps/Controllers:** (applies only to separate Stationary Equipment – Fire Pumps agreement)

- Must be inspected, tested, and maintained as required by the NFPA 25
- Requires Bidder with C-10 Electrical License and C16 Fire Protection Bidder classification as stated by the Bidder's License Board.

**Emergency Generators:**

- Must be inspected, tested, and maintained according to the Federal Aviation administration Advisory Circular no: 1540/5340-26B Chapter 5 section 14.
- Requires Certification and training under the NFPA 70E Arc Flash Safety with Utilization of High Voltage

**Security access needed:**

- Security access will be required at the direction of the Airport Manager or their designee. Bidder will be required to fill out the proper application and pass an Airport test for vehicle operation on the Airport.

The following is required for all stationary and portable emergency Generators:

- Maintained according to manufacturer specifications.
- Maintained in compliance with the NFPA.
- MDAQMD logs maintained.
- Duplicates of all records/maintenance provided to SCLA.
- Operation, testing, and recordkeeping in Compliance with Federal/State/local regulations.

This list of requirements is not inclusive. Bidder must identify all required operation and maintenance practices standard for this type of equipment.

SCLA will maintain responsibility for permitting and Compliance reporting.

**6. Response Time To SCLA**

1. Emergency – One (1) hour
2. Break down – Four (4) hours
3. Non-Emergency – Forty-Eight (48) hours

**7. Fees**

The Bidder shall propose to the SCLA an amount based on a fixed charge for all scheduled maintenance activities annually. The fixed charge will include the costs for all tasks and responsibilities described in the statement of work excluding repairs, after hours response and other non-scheduled maintenance. Expenses outside the fixed annual cost should be quoted on a time and materials basis. All estimates must be approved by the SCLA Airport Manager, or their designee, prior to beginning work.

## **EXHIBIT B**

### **BID PROPOSAL FORM**

***See Attachment***

**ADDENDUM #1**

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)  
CC23-099 STATIONARY EQUIPMENT MAINTENANCE**

**BID PROPOSAL FORM – FIRE PUMPS & CONTROLLERS**

**2A. FIRE PUMPS**

Each fire pump and fire pump controller shall be serviced in a manner compliant with the Scope of Services.

ID #	YEAR	MAKE	MODEL	BHP Rating	LOCATION	ANNUAL \$
47060	2000	CAT	3306PC	100	PUMP HOUSE 1	2,733.75
47111	2000	CAT	3306PC	100	PUMP HOUSE 1	2,733.75
47523	2000	CAT	3306PC	100	PUMP HOUSE 1	2,733.75
57536	2003	CLARKE	JW6HUF40	224	PUMP HOUSE 1	2,733.75
58098	2003	CLARKE	JW6HUF40	224	PUMP HOUSE 1	2,733.75
58111	2003	CLARKE	JW6HUF40	224	PUMP HOUSE 1	2,733.75
58115	2003	CLARKE	JW6HUF40	224	PUMP HOUSE 1	2,733.75
47217	2000	CAT	3306PC	100	SPARE BLDG	2,733.75
17070	2006	CLARKE	JU6H-UF60	240	PUMP HOUSE 2	2,733.75
17072	2006	CLARKE	JU6H-UF60	240	PUMP HOUSE 2	2,733.75
17074	2006	CLARKE	JU6H-UF60	240	PUMP HOUSE 2	2,733.75
17079	2006	CLARKE	JU6H-UF60	240	PUMP HOUSE 2	2,733.75
26873	2006	CLARKE	JU6H-UF60	240	PUMP HOUSE 2	2,733.75
37192	2006	CLARKE	JU6H-UF60	240	PUMP HOUSE 2	2,733.75
37193	2006	CLARKE	JU6H-UF60	240	PUMP HOUSE 2	2,733.75
					<b>TOTAL</b>	<b>\$ 38,272.50</b>

**2B. FIRE PUMP CONTROLLERS**

ID #	MAKE	MODEL	LOCATION	ANNUAL \$
498044-01RE	FIRETROL	FTA1100-JL24N	PUMP HOUSE 1	2,733.75
507604-01RE	FIRETROL	FTA1100-JL24N	PUMP HOUSE 1	2,733.75
510794-01RE	FIRETROL	FTA1100-JL24N	PUMP HOUSE 1	2,733.75
01914	METRON INC	FD2-FJKRS	PUMP HOUSE 1	2,733.75
01911	METRON INC	FD2-FJKRS	PUMP HOUSE 1	2,733.75
01912	METRON INC	FD2-FJKRS	PUMP HOUSE 1	2,733.75
01913	METRON INC	FD2-FJKRS	PUMP HOUSE 1	2,733.75
65317	METRON INC	FD4-J	PUMP HOUSE 2	2,733.75
65312	METRON INC	FD4-J	PUMP HOUSE 2	2,733.75
65314	METRON INC	FD4-J	PUMP HOUSE 2	2,733.75
65313	METRON INC	FD4-J	PUMP HOUSE 2	2,733.75
65316	METRON INC	FD4-J	PUMP HOUSE 2	2,733.75
65311	METRON INC	FD4-J	PUMP HOUSE 2	2,733.75
65315	METRON INC	FD4-J	PUMP HOUSE 2	2,733.75
			<b>TOTAL</b>	<b>\$ 38,272.50</b>

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)  
CC23-099 STATIONARY EQUIPMENT MAINTENANCE**

**BID PROPOSAL FORM – FIRE PUMPS & CONTROLLERS**

TOTAL BID FOR FIRE PUMPS AND FIRE PUMP CONTOLLERS:

\$ 76,545

TOTAL NOT-TO-EXCEED FEE in words:

Seventy-six thousand, five hundred forty-five

OTHER: COSTS FOR REPAIRS AND ON CALL SERVICES

TIME & MATERIAL – Provide a price per labor category. PREVAILING WAGES DO APPLY

NORMAL HOURLY RATE	PER PERSON	\$	175.00
AFTER HOURS HOURLY RATE	PER PERSON	\$	262.50
EMERGENCY HOURLY RATE	PER PERSON	\$	262.50
MINIMUM HOURS PER SERVICE CALL	IF APPLICABLE	\$	700.00
TRAVEL/MOBILIZATION	IF APPLICABLE	\$	100.00
MATERIAL MARK UP	% OF MARK UP	%	10

Company Name: Scorpion Fire Protection Inc.

Address: 24845 Cahvilla Rd. Apple Valley, CA 92307

Phone 760-946-9333 Fax NA Email kenny@scorpionfire.net

Name Kenneth Clark

KDC President 6-20-2023  
Signature Title Date



# **EXHIBIT C**

## **PREVAILING WAGE PROVISIONS**

### **STATE PREVAILING WAGE AND RELATED LABOR PROVISIONS**

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

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

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

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



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

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

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

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

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

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

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

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

g. Other Labor Requirements. Service Provider has the responsibility for and shall comply with all other applicable requirements of Labor Code Section 1720 *et seq.*, Labor Code Section 1810 *et seq.*, the Regulations, and all other applicable State labor laws. Service Provider further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Service Provider shall require the same of all its subcontractors.

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

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

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

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

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