



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

Pursuant to the Brown Act, this meeting also constitutes a meeting of the Board of Directors.

### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, February 22, 2018  
5:30 P.M.

Regional Fire Operations and Training Center  
Board Room  
1 Fire Authority Road  
Irvine, CA 92602

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Executive Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

If you wish to speak before the Fire Authority Executive Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Committee. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

### CALL TO ORDER

INVOCATION by Chaplain Jim Gwaltney

PLEDGE OF ALLEGIANCE by Director Swift

### ROLL CALL

### 1. PRESENTATIONS

No items.

**REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR****REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR****PUBLIC COMMENTS**

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at [www.ocfa.org](http://www.ocfa.org). You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

**CLOSED SESSION**

No items.

**2. MINUTES****A. Minutes from the January 25, 2018, Regular Executive Committee Meeting**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

**3. CONSENT CALENDAR**

*All matters on the consent calendar are considered routine and are to be approved with one motion unless a Committee Member or a member of the public requests separate action on a specific item.*

**A. Monthly Investment Reports**

Submitted by: Tricia Jakubiak, Treasurer

**Budget and Finance Committee Recommendation: *APPROVE***

Recommended Action:

Receive and file the reports.

**B. Second Quarter Financial Newsletter**

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

**Budget and Finance Committee Recommendation: *APPROVE***

Recommended Action:

Receive and file the report.

**C. Award of RFP SC2194 Firefighter Wellness & Fitness (WEFIT) Services and RFP DC2193 for Occupational Medical Services**

Submitted by: Brigitte Gibb, Director/Human Resources

**Human Resources Committee Recommendation: *APPROVE***

Recommended Actions:

1. Approve award of RFP SC2194 to Hoag Executive Health and authorize the Purchasing Manager to execute the proposed Professional Services Agreement for WEFIT services for a three-year term in an amount not to exceed \$1,678,437 (\$559,479 annually).
2. Approve award of RFP DC2193 to UCI and authorize the Purchasing Manager to execute the proposed Professional Services Agreement for occupational medical services for a three-year term in an amount not to exceed \$900,000 (\$300,000 annually).
3. Approve and authorize the Purchasing Manager to execute the two optional one-year renewals for each contract, provided that pricing remains the same.

**D. Special Procurement for Professional Engineering Services for Fire Station 42 Stabilization**

Submitted by Dave Anderson, Assistant Chief/Support Services

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement in the amount of \$55,738 with VO Engineering.

**E. Sole Source Blanket Order Extension for Fire Training Equipment Maintenance and Support**

Submitted by Dave Anderson, Assistant Chief/Support Services

Recommended Actions:

1. Approve and authorize the Purchasing Manager to increase the current sole source blanket order with Kidde Fire Trainers by \$1,034 (from \$34,479 to \$35,513) for the current contract year.
2. Approve and authorize the Purchasing Manager to extend the sole source contract for one additional and final year at the increased amount of \$36,578.

**F. Sole Source Blanket Order Increase for International Truck Parts, Maintenance, and Repair**

Submitted by Dave Anderson, Assistant Chief/Support Services

Recommended Action:

Approve and authorize the Purchasing Manager to increase the sole source contract with Westrux International by \$35,000 (from \$35,000 to \$70,000) for the current contract ending May 31, 2018.

**G. Sole Source Purchase of Motorola 800MHz Portable Radio Battery Chargers Utilizing County of Orange Agreement #MA-060-15011560**

Submitted by Dave Anderson, Assistant Chief/Support Services

Recommended Action:

Approve and authorize the Purchasing Manager to issue a sole source purchase order to Motorola Solutions, Inc. for the purchase of in-vehicle, single unit, and multi-unit battery chargers in an amount not to exceed \$283,851 including shipping and sales tax.

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

No items.

**COMMITTEE MEMBER COMMENTS**

**CLOSED SESSION**

No items.



**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 15<sup>th</sup> day of February 2018.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority

**UPCOMING MEETINGS:**

Budget and Finance Committee Meeting	Wednesday, March 14, 2018, 12 noon
Board of Directors Meeting	Thursday, March 15, 2018, 6:00 p.m.
Claims Settlement Committee Meeting	Thursday, March 22, 2018, 5:00 p.m.
Executive Committee Meeting	Thursday, March 22, 2018, 5:30 p.m.
Board of Directors Meeting	Thursday, March 22, 2018, 6:00 p.m.

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Executive Committee Regular Meeting  
Thursday, January 25, 2018  
5:30 P.M.**

**Regional Fire Operations and Training Center  
Board Room  
1 Fire Authority Road  
Irvine, CA 92602**

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## **CALL TO ORDER**

Chair Swift called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on January 25, 2018.

## **INVOCATION**

Senior Chaplain Dave Keehn offered the invocation.

## **PLEDGE OF ALLEGIANCE**

Director Hernandez led the assembly in the Pledge of Allegiance to our Flag.

## **ROLL CALL**

**Present:** Carol Gamble, Rancho Santa Margarita  
Noel Hatch, Laguna Woods  
Gene Hernandez, Yorba Linda  
Joe Muller, Dana Point  
Ed Sachs, Mission Viejo  
Dave Shawver, Stanton  
Todd Spitzer, County of Orange  
Elizabeth Swift, Buena Park  
Tri Ta, Westminster

**Absent:** None

## **Also present were:**

Interim Fire Chief Patrick McIntosh	Assistant Chief Dave Anderson
Assistant Chief Mike Schroeder	Assistant Chief Lori Smith
Assistant Chief Lori Zeller	General Counsel David Kendig
Assistant Chief Brian Young	Human Resources Director Brigitte Gibb
Clerk of the Authority Sherry Wentz	

## **1. PRESENTATIONS**

No items.

### **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 12.02A6)**

Human Resources Committee Chair Noel Hatch reported at the December 19, 2017, meeting, the Committee voted unanimously to send the Amendment to the Board Rules of Procedure to the Board of Directors with the recommendation to approve the item, and received a presentation on the Emergency Command Center by ECC Manager Jeff Logan, and an update on the Professional Standards Unit by Human Resources Director Brigitte Gibb.

### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 12.02A6)**

Budget and Finance Chair Ed Sachs reported at the January 10, 2018, meeting, the Committee voted unanimously to receive and file the Orange County Employees' Retirement System Quarterly Status Update report, to send both the Monthly Investment Reports and First Quarter Financial Newsletter to the Executive Committee for approval, and to send both the Annual Grant Priorities for 2018 and the FY 2017/18 Mid-Year Financial Report to the Board of Directors for approval of the recommended actions.

### **REPORT FROM THE FIRE CHIEF (F: 12.02A7)**

Interim Fire Chief Patrick McIntosh introduced Assistant Chief Dave Anderson who provided the Second Quarter Capital Improvement Program Update.

### **PUBLIC COMMENTS (F: 12.02A3)**

Chair Swift opened the Public Comments portion of the meeting. Chair Swift closed the Public Comments portion of the meeting without any comments from the general public.

### **CLOSED SESSION**

No items.

## **2. MINUTES**

### **A. Minutes from the November 16, 2017, Regular Executive Committee Meeting (F: 12.02A2)**

On motion of Director Ta and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve the November 16, 2017, Minutes as submitted. Director Spitzer was recorded as an abstention due to his absence from the meeting.

**3. CONSENT CALENDAR** (Agenda Item No. 3C was pulled for separate consideration)

**A. Monthly Investment Reports** (F: 11.10D2)

On motion of Vice Chair Sachs and second by Director Hernandez, the Executive Committee voted unanimously by those present to receive and file the reports.

**B. First Quarter Financial Newsletter** (F: 15.07)

On motion of Vice Chair Sachs and second by Director Hernandez, the Executive Committee voted unanimously by those present to receive and file the report.

**C. Award of RFP #DC2250 – Public Affairs Consulting Services** (F: 17.10C1)

Stephen Wontrobski, Mission Viejo resident, pulled this item addressing the need for contract transparency.

On motion of Director Spitzer and second by Director Hatch, the Executive Committee voted unanimously by those present to approve award of RFP DC2250 to LG Strategies & Cerrell Associates, Inc. and authorize the Purchasing Manager to sign the proposed Professional Services Agreement for Public Affairs Consulting Services in an annual amount not to exceed \$75,000, with two additional one-year renewal options.

**D. Contract Extension for Firefighter Turnout Clothing** (F: 19.12)

On motion of Vice Chair Sachs and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to execute the two remaining one-year renewal options for the blanket order with AllStar Fire Equipment, Inc. for firefighter turnout clothing for a two-year aggregate amount not to exceed \$800,000 (\$400,000 annually).

**E. Sole Source Request for Banner Human Resources/Financial System Upgrade**  
(F: 19.08A7)

On motion of Vice Chair Sachs and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a sole source contract to Conduent Government Systems, LLC in an amount not to exceed \$77,830.

**F. Sole Source Blanket Order Extension for ESRI GIS Software Licensing, Maintenance, and Support (F: 19.08A6)**

On motion of Vice Chair Sachs and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to extend the sole source blanket order with ESRI, Inc. for three years in an amount not to exceed \$75,000 per year (\$225,000 aggregate for three years).

**G. Special Procurement for Advanced Computer Network Technical Support (F: 19.08A2a6)**

On motion of Vice Chair Sachs and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with DHN Consulting, Inc. for three years in an amount not to exceed \$50,000 per year (\$150,000 aggregate for three years).

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

**A. Special Procurement State Lobbying Contract Renewal (F: 11.10F2)**

Legislative Analyst Jay Barkman presented the Special Procurement State Lobbying Contract Renewal.

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to the contract.

On motion of Director Spitzer and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Nielsen Merksamer Parrinello Gross & Leoni LLP for state lobbying services for a three-year term at the monthly retainer amount of \$5,500, not including expenses, for a not to exceed amount of \$207,000.

**B. Special Procurement Federal Lobbying Contract Renewal (F: 11.10F2)**

Legislative Analyst Jay Barkman presented the Special Procurement Federal Lobbying Contract Renewal.

On motion of Vice Chair Sachs and second by Director Muller, the Executive Committee voted unanimously by those present to

1. Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Holland and Knight for federal lobbying services for a three-year term at the monthly retainer amount of \$4,400, not including expenses, for a not to exceed amount of \$158,400.

2. Include language into the contract renewal, that consultant will notify the OCFA, in writing, should any conflict of interest arise between the OCFA and other parties being represented by Holland and Knight.

**COMMITTEE MEMBER COMMENTS (F: 12.02A4)**

Due to the lateness of the meeting, Chair Swift requested that all Executive Committee Members reserve their comments until the Board of Directors meeting.

**CLOSED SESSION (F: 12.02A5)**

No items.

**ADJOURNMENT** – Chair Swift adjourned the meeting at 6:37 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, February 22, 2018, at 5:30 p.m.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 22, 2018

Agenda Item No. 3A  
Consent Calendar

**Monthly Investment Reports**

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**Contact(s) for Further Information**

Tricia Jakubiak, Treasurer Treasury & Financial Planning	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Jane Wong, Assistant Treasurer	<a href="mailto:jane Wong@ocfa.org">jane Wong@ocfa.org</a>	714.573.6305

**Summary**

This agenda item is a routine transmittal of the monthly investment reports submitted to the Committee in compliance with the investment policy of the Orange County Fire Authority and with Government Code Section 53646.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

At its regular February 14, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended December 31, 2017. A preliminary investment report as of January 26, 2018, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – December 2017/Preliminary Report – January 2018

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – December 2017*

*Preliminary Report – January 2018*





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***Orange County Fire Authority***

***Final Investment Report***

***December 31, 2017***



## **EXECUTIVE SUMMARY**

### ***Portfolio Activity & Earnings***

During the month of December 2017, the size of the portfolio increased significantly by \$50.6 million to \$195.1 million. Significant receipts for the month included the third apportionment of secured property taxes in the amount of \$83.4 million and various cash contact payments, charges for current services and intergovernmental agency payments totaling \$19.0 million. Significant disbursements for the month included three biweekly payrolls (instead of the typical two per month) which were approximately \$10.8 million each with related benefits. Significant disbursements also included a \$19.1 million payment to OCERS for additional UAAL (Unfunded Actuarial Accrued Liability) pay-down as previously approved by the Board. Total December cash outflows amounted to approximately \$53.5 million. The portfolio's balance is expected to decrease significantly in the following month as there are no major receipts scheduled for January.

In December, the portfolio's yield to maturity (365-day equivalent) increased by 9 basis points to 1.20%. The effective rate of return, rose by 2 basis points to 1.17% for the month and increased by 3 basis points to 1.09% for the fiscal year to date. The average maturity of the portfolio shortened by 24 days to 85 days to maturity. As the first half of the fiscal year completed, portfolio interest earnings came in less than projected and will be reviewed for a possible mid-year adjustment.

### ***Economic News***

The U.S. economy grew in December 2017, despite mixed economic indicators. Employment growth remained solid. There were a total of 148,000 new jobs created for the month, and the unemployment rate remained unchanged at a low rate of 4.1%. Consumer Confidence measures declined slightly in December, but still remained at a high level. Retail sales came in strong in December rising by 0.4%, meeting expectations. Manufacturing activity increased while the non-manufacturing sector pulled back slightly, albeit both are expanding. Durable goods orders and industrial production rose for the month. The CPI (Consumer Price Index) increased by 0.3%, as expected. Housing activity declined in December, but existing home sales ended the year strong. On January 31, 2018, the Federal Open Market Committee met and voted, as expected, to keep the federal funds rate unchanged at a target range of 1.25% - 1.50%.



**BENCHMARK COMPARISON AS OF DECEMBER 31, 2017**

3 Month T-Bill: 1.34%

1 Year T-Bill: 1.70%

6 Month T-Bill: 1.50%

LAIF: 1.24%

OCFA Portfolio: 1.17%

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value-</i>	\$195,078,136	\$144,470,372	\$208,213,220
<i>Yield to Maturity (365 day)</i>	1.20%	1.11%	0.66%
<i>Effective Rate of Return</i>	1.17%	1.15%	0.58%
<i>Days to Maturity</i>	85	109	78





**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**December 31, 2017**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

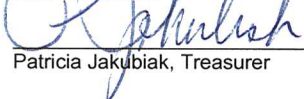
(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	21,563,567.64	21,563,567.64	21,563,567.64	11.09	1	1	0.799	0.810
Federal Agency Coupon Securities	35,000,000.00	34,803,540.00	35,000,000.00	18.00	971	388	1.223	1.240
Federal Agency Disc. -Amortizing	61,000,000.00	60,922,390.00	60,924,202.50	31.34	53	35	1.254	1.272
Treasury Discounts -Amortizing	17,000,000.00	16,976,620.00	16,976,226.11	8.73	71	40	1.213	1.230
Local Agency Investment Funds	59,944,164.33	59,829,882.52	59,944,164.33	30.83	1	1	1.222	1.239
<b>Investments</b>	<b>194,507,731.97</b>	<b>194,096,000.16</b>	<b>194,408,160.58</b>	<b>100.00%</b>	<b>198</b>	<b>85</b>	<b>1.185</b>	<b>1.201</b>
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	875,978.75	875,978.75	875,978.75		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>195,383,710.72</b>	<b>194,971,978.91</b>	<b>195,284,139.33</b>		<b>198</b>	<b>85</b>	<b>1.185</b>	<b>1.201</b>

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	158,311.67	806,598.12
<b>Average Daily Balance</b>	<b>158,911,770.13</b>	<b>147,363,461.81</b>
<b>Effective Rate of Return</b>	<b>1.17%</b>	<b>1.09%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2017. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

  
 Patricia Jakubiak, Treasurer

1/5/18

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)

\$ 195,284,139.33

GASB 31 Adjustment to Books (See Note 3 on page 9)

\$ (206,003.82)

Total

\$ 195,078,135.51

# ORANGE COUNTY FIRE AUTHORITY

## Portfolio Management

### Portfolio Details - Investments

December 31, 2017

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			21,563,567.64	21,563,567.64	21,563,567.64	0.810	0.810	1	
<b>Subtotal and Average</b>			<b>15,963,062.87</b>		<b>21,563,567.64</b>	<b>21,563,567.64</b>	<b>21,563,567.64</b>		<b>0.810</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank (Callable Anytime)		10/15/2015	10,000,000.00	9,945,700.00	10,000,000.00	1.100	1.054	287	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,914,810.00	7,000,000.00	1.180	1.375	577	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,994,150.00	9,000,000.00	1.100	1.065	81	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,948,880.00	9,000,000.00	1.625	1.518	662	10/25/2019
<b>Subtotal and Average</b>			<b>35,000,000.00</b>		<b>35,000,000.00</b>	<b>34,803,540.00</b>	<b>35,000,000.00</b>		<b>1.240</b>	<b>388</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313589RS4	925	Fed Natl Mortg Assoc		11/30/2017	18,000,000.00	17,993,520.00	17,993,675.00	1.150	1.184	11	01/12/2018
313589SW4	928	Fed Natl Mortg Assoc		12/20/2017	9,000,000.00	8,987,490.00	8,987,910.00	1.240	1.277	39	02/09/2018
313589TL7	929	Fed Natl Mortg Assoc		12/20/2017	9,000,000.00	8,982,810.00	8,983,305.00	1.260	1.298	53	02/23/2018
313385RS7	926	Fed Home Loan Bank		12/21/2017	10,000,000.00	9,996,400.00	9,996,150.00	1.260	1.296	11	01/12/2018
313385SG2	927	Fed Home Loan Bank		12/20/2017	6,000,000.00	5,994,840.00	5,994,750.00	1.260	1.297	25	01/26/2018
313385VE3	931	Fed Home Loan Bank		12/20/2017	9,000,000.00	8,967,330.00	8,968,412.50	1.330	1.373	95	04/06/2018
<b>Subtotal and Average</b>			<b>34,277,755.65</b>		<b>61,000,000.00</b>	<b>60,922,390.00</b>	<b>60,924,202.50</b>		<b>1.272</b>	<b>35</b>	
<b>Treasury Discounts -Amortizing</b>											
912796ML0	924	US Treasury Bill		11/09/2017	8,000,000.00	7,997,680.00	7,997,511.11	1.120	1.138	10	01/11/2018
912796NU9	930	US Treasury Bill		12/20/2017	9,000,000.00	8,978,940.00	8,978,715.00	1.290	1.312	66	03/08/2018
<b>Subtotal and Average</b>			<b>11,468,722.78</b>		<b>17,000,000.00</b>	<b>16,976,620.00</b>	<b>16,976,226.11</b>		<b>1.230</b>	<b>40</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			59,944,164.33	59,829,882.52	59,944,164.33	1.239	1.239	1	
<b>Subtotal and Average</b>			<b>62,202,228.85</b>		<b>59,944,164.33</b>	<b>59,829,882.52</b>	<b>59,944,164.33</b>		<b>1.239</b>	<b>1</b>	
<b>Total and Average</b>			<b>158,911,770.13</b>		<b>194,507,731.97</b>	<b>194,096,000.16</b>	<b>194,408,160.58</b>		<b>1.201</b>	<b>85</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**December 31, 2017**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2017	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2017	855,978.75	855,978.75	855,978.75		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>158,911,770.13</b>		<b>195,383,710.72</b>	<b>194,971,978.91</b>	<b>195,284,139.33</b>		<b>1.201</b>	<b>85</b>

“We visualize problems and solutions  
through the eyes of those we serve.”





**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of January 1, 2018**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, CA 92602  
 (714)573-6301

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 01/01/2018 - 01/01/2018 )	4 Maturities	0 Payments	82,383,710.72	42.19%	82,383,710.72	82,269,428.91
Aging Interval:	1 - 30 days	( 01/02/2018 - 01/31/2018 )	4 Maturities	0 Payments	42,000,000.00	21.50%	41,982,086.11	41,982,440.00
Aging Interval:	31 - 60 days	( 02/01/2018 - 03/02/2018 )	2 Maturities	0 Payments	18,000,000.00	9.20%	17,971,215.00	17,970,300.00
Aging Interval:	61 - 91 days	( 03/03/2018 - 04/02/2018 )	2 Maturities	0 Payments	18,000,000.00	9.21%	17,978,715.00	17,973,090.00
Aging Interval:	92 - 121 days	( 04/03/2018 - 05/02/2018 )	1 Maturities	0 Payments	9,000,000.00	4.59%	8,968,412.50	8,967,330.00
Aging Interval:	122 - 152 days	( 05/03/2018 - 06/02/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	( 06/03/2018 - 07/03/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	( 07/04/2018 - 10/02/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	( 10/03/2018 - 01/01/2019 )	1 Maturities	0 Payments	10,000,000.00	5.12%	10,000,000.00	9,945,700.00
Aging Interval:	366 - 1095 days	( 01/02/2019 - 12/31/2020 )	2 Maturities	0 Payments	16,000,000.00	8.19%	16,000,000.00	15,863,690.00
Aging Interval:	1096 days and after	( 01/01/2021 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			16 Investments	0 Payments		100.00	195,284,139.33	194,971,978.91



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



## ***Local Agency Investment Fund (LAIF)***

As of December 31, 2017, OCFA has \$59,944,164 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of December 31, 2017 is 0.998093529. When applied to OCFA's LAIF investment, the fair value is \$59,829,883 or (\$114,281) below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at December 31, 2017 is included on the following page.





**State of California**  
**Pooled Money Investment Account**  
**Market Valuation**  
**12/31/2017**

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
1* United States Treasury:				
Bills	\$ 15,798,555,512.89	\$ 15,873,337,714.44	\$ 15,860,404,500.00	NA
Notes	\$ 20,668,927,462.54	\$ 20,663,056,666.82	\$ 20,567,399,500.00	\$ 51,205,126.00
1* Federal Agency:				
SBA	\$ 863,151,176.21	\$ 863,121,107.49	\$ 854,212,976.72	\$ 1,085,497.30
MBS-REMICs	\$ 32,120,879.43	\$ 32,120,879.43	\$ 33,135,054.84	\$ 150,303.41
Debentures	\$ 1,378,587,035.45	\$ 1,378,560,299.33	\$ 1,370,297,200.00	\$ 3,311,850.25
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 250,000,000.00	\$ 250,000,000.00	\$ 247,477,500.00	\$ 1,374,735.50
Discount Notes	\$ 8,395,522,888.62	\$ 8,418,489,291.59	\$ 8,414,180,500.00	NA
GNMA	\$ -	\$ -	\$ -	\$ -
1* Supranational Debentures	\$ 450,210,930.52	\$ 450,113,708.30	\$ 447,618,000.00	\$ 1,441,215.00
1* Supranational Debentures FR	\$ 50,000,000.00	\$ 50,000,000.00	\$ 50,063,000.00	\$ 162,067.78
2* CDs and YCDs FR	\$ 525,000,000.00	\$ 525,000,000.00	\$ 525,000,000.00	\$ 1,499,171.12
2* Bank Notes	\$ 600,000,000.00	\$ 600,000,000.00	\$ 599,619,554.09	\$ 2,337,722.21
2* CDs and YCDs	\$ 11,225,000,000.00	\$ 11,225,000,000.00	\$ 11,219,981,017.33	\$ 22,812,888.95
2* Commercial Paper	\$ 7,261,281,569.44	\$ 7,273,970,472.21	\$ 7,271,584,361.13	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,307,240,000.00	\$ 5,307,240,000.00	\$ 5,307,240,000.00	NA
AB 55 & GF Loans	\$ 1,466,657,000.00	\$ 1,466,657,000.00	\$ 1,466,657,000.00	NA
<b>TOTAL</b>	<b>\$ 74,272,254,455.10</b>	<b>\$ 74,376,667,139.61</b>	<b>\$ 74,234,870,164.11</b>	<b>\$ 85,380,577.52</b>

Fair Value Including Accrued Interest

\$ 74,320,250,741.63

\* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.998093529). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,961,870.58 or \$20,000,000.00 x 0.998093529.



***Orange County Fire Authority***

***Preliminary Investment Report***

***January 26, 2018***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**January 26, 2018**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

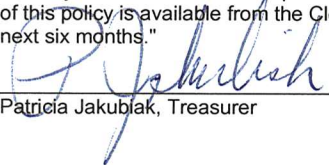
(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	3,196,466.75	3,196,466.75	3,196,466.75	1.98	1	1	0.799	0.810
Federal Agency Coupon Securities	35,000,000.00	34,770,220.00	35,000,000.00	21.73	971	362	1.223	1.240
Federal Agency Disc. -Amortizing	45,000,000.00	44,875,440.00	44,880,430.00	27.87	98	69	1.360	1.378
Treasury Discounts -Amortizing	15,000,000.00	14,965,710.00	14,965,020.00	9.29	94	62	1.331	1.349
Local Agency Investment Funds	63,000,000.00	62,879,892.33	63,000,000.00	39.12	1	1	1.222	1.239
<b>Investments</b>	<b>161,196,466.75</b>	<b>160,687,729.08</b>	<b>161,041,916.75</b>	<b>100.00%</b>	<b>248</b>	<b>104</b>	<b>1.262</b>	<b>1.280</b>
<hr/>								
<b>Cash</b>	(See Note 4 on page 18)							
Passbook/Checking (not included in yield calculations)	-799,902.53	-799,902.53	-799,902.53		0	0	0.000	0.000
<b>Total Cash and Investments</b>	<b>160,396,564.22</b>	<b>159,887,826.55</b>	<b>160,242,014.22</b>		<b>248</b>	<b>104</b>	<b>1.262</b>	<b>1.280</b>

Total Earnings	January 26 Month Ending	Fiscal Year To Date
Current Year	162,184.95	968,783.07
<b>Average Daily Balance</b>	<b>183,504,948.73</b>	<b>151,838,122.10</b>
<b>Effective Rate of Return</b>	<b>1.24%</b>	<b>1.11%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2017. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

  
 Patricia Jakubik, Treasurer 2/2/18

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)	\$ 160,242,014.22
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (206,003.82)
<b>Total</b>	<b>\$ 160,036,010.40</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**January 26, 2018**

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			3,196,466.75	3,196,466.75	3,196,466.75	0.810	0.810	1	
<b>Subtotal and Average</b>			<b>11,110,782.74</b>		<b>3,196,466.75</b>	<b>3,196,466.75</b>	<b>3,196,466.75</b>		<b>0.810</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank (Callable Anytime)		10/15/2015	10,000,000.00	9,948,200.00	10,000,000.00	1.100	1.054	261	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,900,320.00	7,000,000.00	1.180	1.375	551	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,995,680.00	9,000,000.00	1.100	1.065	55	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,926,020.00	9,000,000.00	1.625	1.518	636	10/25/2019
<b>Subtotal and Average</b>			<b>35,000,000.00</b>		<b>35,000,000.00</b>	<b>34,770,220.00</b>	<b>35,000,000.00</b>		<b>1.240</b>	<b>362</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313589SW4	928	Fed Natl Mortg Assoc		12/20/2017	9,000,000.00	8,996,400.00	8,995,970.00	1.240	1.277	13	02/09/2018
313589TL7	929	Fed Natl Mortg Assoc		12/20/2017	9,000,000.00	8,991,810.00	8,991,495.00	1.260	1.298	27	02/23/2018
313385VE3	931	Fed Home Loan Bank		12/20/2017	9,000,000.00	8,976,060.00	8,977,057.50	1.330	1.373	69	04/06/2018
313385WY8	933	Fed Home Loan Bank		01/11/2018	9,000,000.00	8,959,410.00	8,960,595.00	1.420	1.467	111	05/18/2018
313385XN1	934	Fed Home Loan Bank		01/11/2018	9,000,000.00	8,951,760.00	8,955,312.50	1.430	1.478	125	06/01/2018
<b>Subtotal and Average</b>			<b>55,585,443.94</b>		<b>45,000,000.00</b>	<b>44,875,440.00</b>	<b>44,880,430.00</b>		<b>1.378</b>	<b>69</b>	
<b>Treasury Discounts -Amortizing</b>											
912796NU9	930	US Treasury Bill		12/20/2017	9,000,000.00	8,987,670.00	8,987,100.00	1.290	1.312	40	03/08/2018
912796PC7	932	US Treasury Bill		01/04/2018	6,000,000.00	5,978,040.00	5,977,920.00	1.380	1.406	96	05/03/2018
<b>Subtotal and Average</b>			<b>17,345,482.98</b>		<b>15,000,000.00</b>	<b>14,965,710.00</b>	<b>14,965,020.00</b>		<b>1.349</b>	<b>62</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			63,000,000.00	62,879,892.33	63,000,000.00	1.239	1.239	1	
<b>Subtotal and Average</b>			<b>64,463,239.06</b>		<b>63,000,000.00</b>	<b>62,879,892.33</b>	<b>63,000,000.00</b>		<b>1.239</b>	<b>1</b>	
<b>Total and Average</b>			<b>183,504,948.73</b>		<b>161,196,466.75</b>	<b>160,887,729.08</b>	<b>161,041,916.75</b>		<b>1.280</b>	<b>104</b>	



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**January 26, 2018**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2017	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2017	-819,902.53	-819,902.53	-819,902.53	(See Note 4 on page 18)	0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>0</b>
<b>Total Cash and Investments</b>			<b>183,504,948.73</b>		<b>160,396,564.22</b>	<b>159,887,826.55</b>	<b>160,242,014.22</b>		<b>1.280</b>	<b>104</b>



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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of January 27, 2018**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 01/27/2018 - 01/27/2018 )	4 Maturities	0 Payments	65,396,564.22	40.81%	65,396,564.22	65,276,456.55
Aging Interval:	1 - 30 days	( 01/28/2018 - 02/26/2018 )	2 Maturities	0 Payments	18,000,000.00	11.23%	17,987,465.00	17,988,210.00
Aging Interval:	31 - 60 days	( 02/27/2018 - 03/28/2018 )	2 Maturities	0 Payments	18,000,000.00	11.22%	17,987,100.00	17,983,350.00
Aging Interval:	61 - 91 days	( 03/29/2018 - 04/28/2018 )	1 Maturities	0 Payments	9,000,000.00	5.60%	8,977,057.50	8,976,060.00
Aging Interval:	92 - 121 days	( 04/29/2018 - 05/28/2018 )	2 Maturities	0 Payments	15,000,000.00	9.32%	14,938,515.00	14,937,450.00
Aging Interval:	122 - 152 days	( 05/29/2018 - 06/28/2018 )	1 Maturities	0 Payments	9,000,000.00	5.59%	8,955,312.50	8,951,760.00
Aging Interval:	153 - 183 days	( 06/29/2018 - 07/29/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	( 07/30/2018 - 10/28/2018 )	1 Maturities	0 Payments	10,000,000.00	6.24%	10,000,000.00	9,948,200.00
Aging Interval:	275 - 365 days	( 10/29/2018 - 01/27/2019 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 01/28/2019 - 01/26/2021 )	2 Maturities	0 Payments	16,000,000.00	9.98%	16,000,000.00	15,826,340.00
Aging Interval:	1096 days and after	( 01/27/2021 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			15 Investments	0 Payments		100.00	160,242,014.22	159,887,826.55



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

## GLOSSARY

### INVESTMENT TERMS

**Basis Point.** Measure used in quoting yields on bonds and notes. One basis point is .01% of yield.

**Book Value.** This value may be the original cost of acquisition of the security, or original cost adjusted by the amortization of a premium or accretion of a discount. The book value may differ significantly from the security's current value in the market.

**Commercial Paper.** Unsecured short-term promissory notes issued by corporations, with maturities ranging from 2 to 270 days; may be sold on a discount basis or may bear interest.

**Coupon Rate.** Interest rate, expressed as a percentage of par or face value, that issuer promises to pay over lifetime of debt security.

**Discount.** The amount by which a bond sells under its par (face) value.

**Discount Securities.** Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full face value paid at maturity. Treasury bills, bankers' acceptances and most commercial paper are issued at a discount.

**Effective Rate of Return.** Rate of return on a security, based on its purchase price, coupon rate, maturity date, and the period between interest payments.

**Federal Agency Securities.** Securities issued by agencies such as the Federal National Mortgage Association and the Federal Farm Credit Bank. Though not general obligations of the US Treasury, such securities are sponsored by the government and therefore have high credit ratings. Some are issued on a discount basis and some are issued with coupons.

**Federal Funds.** Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

**Fed Funds Rate.** The interest rate charged by one institution lending federal funds to another.

**Federal Open Market Committee.** The branch of the Federal Reserve Board that determines the direction of monetary policy.

**Local Agency Investment Fund (LAIF).** A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because



deposits can be converted to cash in 24 hours and no interest is lost. Interest is paid quarterly and the State's administrative fee cannot to exceed 1/4 of a percent of the earnings.

**Market value.** The price at which the security is trading and could presumably be purchased or sold.

**Maturity Date.** The specified day on which the issuer of a debt security is obligated to repay the principal amount or face value of security.

**Money Market Mutual Fund.** Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repurchase agreements and federal funds).

**Par.** Face value or principal value of a bond typically \$1,000 per bond.

**Rate of Return.** The amount of income received from an investment, expressed as a percentage. A *market rate of return* is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

**Treasury Bills.** Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Notes.** Intermediate U.S. government debt securities with maturities of one to 10 years.

**Treasury bonds.** Long-term U.S. government debt securities with maturities of 10 years or longer.

**Yield.** Rate of return on a bond.

**Yield-to-maturity.** Rate of return on a bond taking into account the total annual interest payments, the purchase price, the redemption value and the amount of time remaining until maturity.

### ECONOMIC TERMS

**Conference Board Consumer Confidence Index** A survey that measures how optimistic or pessimistic consumers are with respect to the economy in the near future.

**Consumer Price Index (CPI).** A measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food and medical care. Changes in CPI are used to assess price changes associated with the cost of living.

**Durable Goods Orders.** An economic indicator released monthly that reflects new orders placed with domestic manufacturers for delivery of factory durable goods such as autos and appliances in the near term or future.

**Gross Domestic Product.** The monetary value of all the finished goods and services produced within a country's borders in a specific time period. It includes all of private and public consumption, government outlays, investments and exports less imports that occur within a defined territory.

**Industrial Production.** An economic indicator that is released monthly by the Federal Reserve Board. The indicator measures the amount of output from the manufacturing, mining, electric and gas industries.

**ISM Institute for Supply Management (ISM) Manufacturing Index.** A monthly index that monitors employment, production inventories, new orders and supplier deliveries.

**ISM Non-manufacturing Index.** An index based on surveys of non-manufacturing firms' purchasing and supply executives. It tracks economic data for the service sector.

**Leading Economic Index.** A monthly index used to predict the direction of the economy's movements in the months to come. The index is made up of 10 economic components, whose changes tend to precede changes in the overall economy.

**National Federation of Independent Business Small Business Optimism Index.** An index based on surveys of small business owners' plans and expectations regarding employment, capital, inventories, economic improvement, credit conditions, expansion, and earnings trends in the near term or future.

**Producer Price Index.** An index that measures the average change over time in the selling prices received by domestic producers for their output.

**University of Michigan Consumer Sentiment Index.** An index that measures the overall health of the economy as determined by consumer opinion. It takes into account an individual's feelings toward his or her own current financial health, the health of the economy in the short term and the prospects for longer term economic growth.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 22, 2018

Agenda Item No. 3B  
Consent Calendar

**Second Quarter Financial Newsletter**

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**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Tricia Jakubiak, Treasurer	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Deborah Gunderson, Budget Manager	<a href="mailto:deborahgunderson@ocfa.org">deborahgunderson@ocfa.org</a>	714.573.6302

**Summary**

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the second quarter of FY 2017/18.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

At its regular February 14, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and by type. Revenues and expenditures for the Capital Improvement Program (CIP) funds are also included. Revenues and expenditures for the General and CIP Funds are within budgetary expectations for this reporting period. Any notable items are detailed in the attached newsletter.

**Attachment(s)**

Second Quarter Financial Newsletter – July to December 2017



# Orange County Fire Authority

## Second Quarter Financial Newsletter – July 2017 to December 2017

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### **OVERVIEW**

This report covers fiscal activities in the General Fund and CIP Funds through the second quarter of Fiscal Year 2017/18. Budget figures include all budget adjustments authorized by the Board through the end of the second quarter.

### **GENERAL FUND**

With 50% of the year completed, General Fund revenues are 55.9% of budget and expenditures are 53.8% as shown below:

General Fund	YTD Actual	Budget	Percent
Revenues	205,829,636	368,377,279	55.9%
Expenditures	195,164,179	362,577,592	53.8%

**Top Five Revenues.** The analysis presented below compares the five largest revenue categories received through the second quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Top Five Revenues	YTD Actual Receipts	Trended YTD Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Property Taxes	133,912,201	133,170,718	741,483	1%
Cash Contracts	54,053,761	54,118,152	(64,391)	0%
State Reimbursements	8,849,856	1,486,667	7,363,189	83%
Miscellaneous	2,817,683	1,307,505	1,510,179	54%
Community Risk Reduction Fees	2,709,267	2,672,890	36,377	1%
<b>Total</b>	<b>202,342,768</b>	<b>192,755,932</b>	<b>9,586,836</b>	<b>5%</b>

- **State Reimbursements** – This category is trending higher than budget estimates by 83%, or approximately \$7.4 million, due to greater emergency activity and the associated Assistance by Hire reimbursements. This category will be included in the Mid-Year Budget adjustment.
- **Miscellaneous** – this category exceeds estimates by 54% or approximately \$1.5 million. This is due to an unbudgeted credit for the trade-in of the Zoll defibrillator monitors, as well as a \$2.3 million payment from the Firefighter Medical Trust. These areas will be adjusted at Mid-Year.

**Expenditures.** The analysis presented on the following page compares the actual expenditures through the second quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.



Expenditures by Department	YTD Actual Expenditures	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Business Services	24,929,586	24,914,500	15,086	0%
Community Risk Reduction	8,556,451	7,628,140	928,311	11%
Executive Management	6,077,003	6,086,815	(9,812)	0%
Operations	137,314,590	126,947,500	10,367,090	8%
Organizational Planning	3,095,491	2,652,345	443,146	14%
Support Services	17,389,241	17,728,991	(339,750)	-2%
<b>Total</b>	<b>197,362,362</b>	<b>185,958,291</b>	<b>11,404,071</b>	<b>6%</b>

*Totals may not equal the sum of components, or Authority-wide totals, due to rounding*

- **Community Risk Reduction, Operations and Organizational Planning** – These departments are trending over budget estimates due to extraordinary overtime/backfill usage from Assistance by Hire deployments in the first half of the year. The overtime/backfill budget will be adjusted at mid-year. These departments are otherwise within budgetary expectations.

Expenditures by type are outlined below, with exception details below:

Expenditures by Type	YTD Actual Expenditures	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Salary & Employee Benefits	180,944,171	168,976,011	11,968,160	7%
Services and Supplies	16,114,095	16,874,380	(760,285)	-5%
Equipment	304,096	107,900	196,196	65%
<b>Total</b>	<b>197,362,363</b>	<b>185,958,291</b>	<b>11,404,072</b>	<b>6%</b>

*Totals may not equal the sum of components, or Authority-wide totals, due to rounding*

- **Salary & Employee Benefits** –This category is trending above budget estimates by approximately \$12 million or 7%. This is primarily due to overtime expenditures for Assistance by Hire emergency activity. The overtime budget will be adjusted at Mid-Year and staff will continue to review this category through the remainder of the year.
- **Equipment** – Actual expenditures through the second quarter finished approximately \$196,000 or 65% over estimates. This is primarily as a result of the budget for the purchases being placed in the Supplies category rather than Equipment. This will be corrected at Mid-Year.

## **CAPITAL IMPROVEMENT PROJECTS (CIP) FUNDS**

On the following page, revenues and expenditures for the CIP funds are summarized. Any variances are noted following the fund table:

## General Fund CIP

Fund 12110	YTD Actual	Budget	Percent
Expenditures	1,588,543	3,111,074	51%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$1.2M included funding for replacement of small equipment, such as pagers, PCs, laptops, printers, 800 MHz radios, VHF radios, MDC system, fire station telephone/alarm system upgrade, network servers, and data storage. \$1.3M was rebudgeted from FY 2016/17 to FY 2017/18, which included \$350K for Emergency Command Center upgrade and remote cameras on the County Tower. During the year, the Board approved additional appropriation of about \$666K for extrication rescue tools.
- Year-to-date (YTD) Expenditures of about 51.1% included the purchase orders issued for two projects: \$666K issued for the purchase of extrication tools, and \$257K related to fire station telephone/alarm sound system upgrades. In addition, \$233K was expended for remote cameras on the County Tower, \$147K for PCs, laptops, tablets and printers, \$92K for network, servers, and \$83K for VHF radios.

## Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	1,311,726	309,306	424.1%
Expenditures	163,596	9,914,115	1.7%

- Revenues exceeded the budget due to the receipt of unbudgeted developer contributions as well as higher than projected bankruptcy loss recovery.
- Appropriations of \$2M included funding for replacement of Fire Station 9, US&R warehouse improvements, infrastructure enhancements, and site stabilization at Fire Station 42. In addition, \$7.5M was rebudgeted from FY 2016/7 to FY 2017/18 for the replacement of Fire Station 10, and \$100K for the vehicle sheds at Fire Station 18.
- Minimal expenditures occurred through the second quarter as contracts for major items like Fire Station 10 replacement, Fire Station 9 replacement and Fire Station 42 site stabilization, had not yet been awarded. YTD expenditure of about \$148K was for improvements to the US&R Warehouse.

## Communications & Info. Systems Replacement

Fund 124	YTD Actual	Budget	Percent
Revenue	281,559	323,152	87.1%
Expenditures	320,108	5,640,297	5.7%

- Revenues are comprised primarily of bankruptcy loss recovery proceeds.
- Appropriations of \$3.8M included funding for Regional Fire Operations and Training Center Data Center Fire Suppression system upgrade, the OCFA Disaster Recovery Co-Location Facility, CRR Automation-IFP Replacement, Incident Reporting

Application Replacement and the Next Generation CAD2CAD projects. Approximately \$1.9M in projects were rebudgeted from FY 2016/17 to FY 2017/18, which included the 800 MHz Replacement, Audio Video Equipment Upgrades, and the unspent portions of the IFP Replacement and Incident Reporting Application Replacement projects.

- YTD expenditures were only about 5.7% as most projects were still in planning stages through the second quarter.

### Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	983,678	1,677,430	58.6%
Expenditures	5,410,045	11,435,499	47.3%

- Actual revenue includes the quarterly Cash Contract payments for vehicle depreciation, and higher than projected bankruptcy loss recovery proceeds.
- About \$10M was appropriated for FY 2017/18, and \$1.4M rebudgeted from FY 2016/17 to FY 2017/18. The major expenditures were two quarterly lease payments on the helicopters. In addition, a purchase order was encumbered for seven Type-1 Engines for over \$4.0M.

### **SUMMARY**

***For more information.*** This summary is based on detailed information from our financial system. If you would like more information or have any questions about the report, please contact Deborah Gunderson, Budget Manager at 714-573-6302, or Tricia Jakubiak, Treasurer at 714-573-6301.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 22, 2018

Agenda Item No. 3C  
Consent Calendar

**Award of RFP SC2194 Firefighter Wellness & Fitness (WEFIT) Services  
and RFP DC2193 for Occupational Medical Services**

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**Contact(s) for Further Information**

Brigette Gibb, Director Human Resources (HR)	<a href="mailto:brigettegibb@ocfa.org">brigettegibb@ocfa.org</a>	714.573.6353
Jonathan Wilby, Risk Manager	<a href="mailto:jonathanwilby@ocfa.org">jonathanwilby@ocfa.org</a>	714.573.6832
Tamaryn Boston, HR Manager	<a href="mailto:tamarynboston@ocfa.org">tamarynboston@ocfa.org</a>	714.573.6018

**Summary**

This agenda item is submitted for approval to award contracts to Hoag Executive Health for firefighter Wellness and Fitness (WEFIT) medical services and to University of California Irvine Physician & Surgeons, Center for Environmental Health (UCI) for occupational medical services. Both firms were ranked number one in separate Request for Proposal (RFP) processes.

**Prior Board/Committee Action**

**Human Resources Committee Recommendation: *APPROVE***

At the June 26, 2014, Executive Committee meeting, the Committee approved awarding a one-year contract (with two additional one-year options) to UCI for WEFIT and occupational medical services in an amount not to exceed \$600,000 annually.

On May 25, 2017, the Executive Committee approved a six-month contract extension (through December 31, 2017) in the amount not to exceed \$351,800 to allow sufficient time to complete the RFP processes that were already in progress.

In November 2017, the Executive Committee approved an additional two-month extension (through February 28, 2018) in an amount not to exceed \$74,250.

At its regular February 6, 2018, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

1. Approve award of RFP SC2194 to Hoag Executive Health and authorize the Purchasing Manager to execute the proposed Professional Services Agreement for WEFIT services for a three-year term in an amount not to exceed \$1,678,437 (\$559,479 annually).
2. Approve award of RFP DC2193 to UCI and authorize the Purchasing Manager to execute the proposed Professional Services Agreement for occupational medical services for a three-year term in an amount not to exceed \$900,000 (\$300,000 annually).
3. Approve and authorize the Purchasing Manager to execute the two optional one-year renewals for each contract, provided that pricing remains the same.

**Impact to Cities/County**

Not applicable.

**Fiscal Impact**

Funding for this contract has been approved in the Adopted FY 2017/18 General Fund budget, specifically in the Human Resources Division's budget for services and supplies.

**Background**

See extended background.

**Attachment(s)**

1. WEFIT – Summary of Evaluation Process and Results
2. Professional Services Agreement with Hoag Hospital (on file in the office of the Clerk and available upon request)
3. Occupational Medical Services – Summary of Evaluation Process and Results
4. Professional Services Agreement with UC Irvine (on file in the office of the Clerk and available upon request)

### **Extended Background**

When the Request for Proposal (RFP) for WEFIT and occupational medical services was issued to UCI in 2014, it was thought that bundling these services would result in economies of scale and be most cost effective. Staff learned through vendor feedback that bundling the services prevented some firms from participating in the 2014 solicitation process. As a result, in 2017, staff conducted two separate RFP processes, one for WEFIT services and one for occupational medical services.

### ***WEFIT Medical Program***

The Orange County Fire Authority (OCFA) established the WEFIT program in 2003 to target OCFA's rising health and workers' compensation costs and to proactively encourage a healthier, more fit, and safer workforce. The core strategy at the inception of the WEFIT program was biennial medical examinations, fitness testing, and immunization screening for firefighters.

On April 25, 2017, RFP SC2194 was issued to establish a contract for WEFIT medical services. Representatives from nine medical service providers attended the non-mandatory pre-proposal meeting and six of those firms submitted proposals on or before the May 31, 2017, deadline. The proposals of these firms were evaluated and interviews were conducted with the top four firms. Upon completion of a comprehensive interview and reference-checking process, Hoag Executive Health was selected as the top vendor. With its highly qualified staff, robust education program, and numerous and well-renowned medical facilities, Hoag has the resources and commitment necessary to form a partnership with OCFA that will lead to long-term improvements in firefighter health and safety.

<b><u>Medical Service Provider</u></b>	<b><u>Overall Ranking</u></b>
<b>Hoag Executive Health</b>	<b>1</b>
Movement Rx	2
San Diego Sports Medicine and Family Health Center	3
Wellness Solutions	4
UC Irvine Center for Occupations & Environmental Health	5
Applied Fitness Testing	6

Additional information about the evaluation process is provided in Attachment 1. The Professional Services Agreement is currently in legal review and will be finalized before the February 22, 2018 Executive Committee Meeting (Attachment 2).

### ***Occupational Medical Services***

The OCFA has contracted with UCI for occupational medical services since 1999. Human Resources utilizes this contract for pre-employment, return to work, and fitness for duty medical examinations.

On June 13, 2017, RFP DC2193 was issued to establish a contract for occupational medical services. Representatives from two medical providers attended the non-mandatory pre-proposal meeting and only those two firms submitted proposals by the deadline of June 13, 2017. The proposals of these firms were evaluated and interviews were conducted for the top two firms. Upon completion of a comprehensive interview, UCI was selected as the top vendor. For over 19 years, OCFA has partnered with UCI to provide physical examinations and other occupational health services, consultation and testing for pre-employment, drug and alcohol screening, as well

as other as-needed medical tests, examinations, and services. With a highly experienced team of medical professionals and quality, state of the art, and cost effective medical facilities and services, UCI is well qualified to continue responding to the health and wellness needs of the OCFA.

<b><u>Medical Service Provider</u></b>	<b><u>Overall Ranking</u></b>
UCI	<b>1</b>
OccuMed	2

Additional information about the evaluation process is provided in Attachment 3.

**Orange County Fire Authority  
SC2194 – Firefighter Wellness & Fitness (WEFIT) Program**

***Evaluation***

An evaluation team consisting of one Battalion Chief, two Fire Captains, one Firefighter/Paramedic, and a manager from the Risk Management section evaluated the written proposals. Each proposal was evaluated based on the criteria and point structure as defined in the RFP:

- Method of Approach (30 points)
- Qualifications and Experience (20 points)
- Administration and Customer Service (25 points)
- Proposed Costs (25 points)

Based upon the scoring of the written proposals, the top four medical service providers were asked to participate in the next phase of evaluations and invited in for a presentation and interview. This portion of the RFP process allowed the evaluators to gain additional insight into the capabilities of each firm and learn what alternative solutions might work best to meet OCFA's needs. It was also scored based on the criteria and point structure defined in the RFP:

- Presentation (10 points)
- Interview (40 points)

Based on the combined scores of the written proposal evaluation and interviews, Hoag Executive Health emerged as the top ranked firm. A Scope of Work, revised to provide clarity on the services that will be provided, along with additional pricing for desirable, as needed services was requested.

***Pricing***

In addition to proposing a WEFIT program that addresses all the issues identified by the committee, Hoag is offering to provide these services at a great value to OCFA.

The current cost for the standard WEFIT exam is \$750. Although the proposed cost is higher at \$897 for the standard WEFIT exam, the significant enhancements to the program that should increase participation and reduce injuries include:

- Three locations (Aliso Viejo, Irvine, Huntington Beach) for scheduling appointments
- Additional skin cancer and cardiac screening
- Increased consultation & follow-up via phone or in person
- A readily available network of doctors to provide seamless transition to referral or follow-up care
- 40 hours/month of continuing education

***Scoring***

Final evaluation scores are provided on the following pages.



**Orange County Fire Authority**  
**SC2194 – Firefighter Wellness & Fitness (WEFIT) Program**

**Evaluation Scoring Summary**

	<b>Hoag Executive Health</b>					<b>Movement Rx</b>				
<b>Cost Proposal – Three Year Contract</b>	<b>\$2,238,837</b>					<b>\$2,118,931</b>				
<b>Evaluator #</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
A. Method of Approach (30)	20	25.50	27	25	27	28	25.50	15	20	27
B. Qualifications & Experience (20)	20	19	20	15	18	18	18	8	15	20
C. Administration & Customer Service (25)	18	22.50	22.50	20	22.50	25	25	6.25	20	25
D. Proposed Costs (Three-Year) (25)	23.66	23.66	23.66	23.66	23.66	25	25	25	25	25
E. Presentation (10)	10	10	8	-	9	8	8	5	-	7
F. Interview Questions (40)	40	38	40	-	38	30	30	20	-	35
Total Points	131.66	138.66	141.16	83.66	138.16	134	131.50	79.25	80	139
Proposal Rankings	2	1	1	2	2	1	2	5	3	1
Sum of Proposal Rankings	8					12				
<b>Overall Proposal Rank</b>	<b>1</b>					<b>2</b>				
	<b>San Diego Sports Medicine &amp; Family Health Center</b>					<b>Wellness Solutions</b>				
<b>Cost Proposal – Three Year Contract</b>	<b>\$2,462,165.55</b>					<b>\$2,196,055.14</b>				
<b>Evaluator #</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
A. Method of Approach (30)	20	22.50	24	25	24	25	24	15	20	27
B. Qualifications & Experience (20)	20	20	16	20	18	20	19	12	10	17
C. Administration & Customer Service (25)	20	23.75	21.25	25	20	25	25	17.50	20	20
D. Proposed Costs (Three-Year) (25)	21.51	21.51	21.51	21.51	21.51	24.12	24.12	24.12	24.12	24.12
E. Presentation (10)	7	8	8	-	8	6	6	5	-	5
F. Interview Questions (40)	30	35	30	-	36	25	20	25	-	20
Total Points	118.51	130.76	120.76	91.51	127.51	125.12	118.12	98.62	74.12	113.12
Proposal Ranking	4	3	2	1	3	3	4	3	4	4
Sum of Proposal Rankings	13					18				
<b>Overall Proposal Rank</b>	<b>3</b>					<b>4</b>				
	<b>UC Irvine Center for Occupations &amp; Environmental Health</b>					<b>Applied Fitness Testing</b>				
<b>Cost Proposal – Three Year Contract</b>	<b>\$2,143,560</b>					<b>\$2,763,900</b>				
<b>Evaluator #</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
A. Method of Approach (30)	15	21	24	5	18	20	19.50	18	5	15
B. Qualifications & Experience (20)	15	20	16	0	12	10	1	8	5	10
C. Administration & Customer Service (25)	15	20	20	5	15	15	18.75	6.25	5	12.50
D. Proposed Costs (Three-Year) (25)	24.71	24.71	24.71	24.71	24.71	19.17	19.17	19.17	19.17	19.17
E. Presentation (10)	-	-	-	-	-	-	-	-	-	-
F. Interview Questions (40)	-	-	-	-	-	-	-	-	-	-
Total Points	69.71	85.71	84.71	34.71	69.71	64.17	58.42	51.42	34.17	56.67
Proposal Ranking	5	5	4	5	5	6	6	6	6	6
Sum of Proposal Rankings	24					30				
<b>Overall Proposal Rank</b>	<b>5</b>					<b>6</b>				

**Orange County Fire Authority**  
**SC2194 – Firefighter Wellness & Fitness (WEFIT) Program**

**Proposed Contract Pricing**

<b>Exam</b>	<b>Qty</b>	<b>Hoag</b>	<b>Movement Rx</b>	<b>SDSM</b>	<b>Wellness Solutions</b>	<b>UC Irvine</b>	<b>Applied Fitness Testing</b>
WEFIT Exam	280	\$897.00	\$1,100.00	\$1,260.00	\$925.00	\$1,135.00	\$1,200.00
WEFIT & US&R	120	\$1,472.50	\$1,100.00	\$1,260.00	\$1,156.00	\$1,135.00	\$1,340.00
WEFIT & HazMat	100	\$1,472.50	\$1,100.00	\$1,260.00	\$1,156.00	\$1,135.00	\$1,340.00
WEFIT & DMV	100	\$1,047.00	\$1,125.00	\$1,260.00	\$1,050.00	\$1,210.00	\$1,250.00
WEFIT & Crane Operator	2	\$1,047.00	\$1,125.00	\$1,260.00	\$1,050.00	\$1,135.00	\$1,250.00
Post Deployment Medical Exam	75	\$595.00	\$160.00	\$200.00	\$632.50	\$200.00	\$1,340.00
CA DMV Exam	50	\$395.00	\$175.00	\$150.00	\$575.00	\$175.00	\$1,250.00
Year One Total:		\$746,279.00	\$685,500.00	\$352,800.00	\$696,607.50	\$714,520.00	\$921,300.00
Proposed Price Escalation		None.	3% increase per year.	5% increase per year.	5% increase per year.	Negotiable; dependent on actual costs, including an annual 3% cost of living increase.	None.
Three-Year Total		\$2,238,837.00	\$2,118,931.00	\$2,462,165.55	\$2,196,055.14	\$2,143,560.00	\$2,763,900.00

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 8<sup>th</sup> day of February, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Hoag Executive Health, a corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide Medical Services – Firefighter Wellness and Fitness Program as requested in RFP SC2194, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated May 29, 2017, incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP SC2194, dated April 25, 2017 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of

any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

### **1.2 Compliance with Law**

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

### **1.3 Licenses and Permits**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

### **1.4 Familiarity with Work**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

### **1.5 Care of Work**

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

### **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Fire Chief upon approval from the Executive Committee.

## **2. TIME FOR COMPLETION**

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

### **3. COMPENSATION OF FIRM**

#### **3.1 Compensation of Firm**

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in the Pricing Sheet, attached hereto as Exhibit "B," in an amount not to exceed \$559,479 annually. The Parties understand that this maximum annual contract amount is based on an anticipated participation rate of 60-75%. In the event that a participation rate in excess of 75% is achieved, the Parties may amend this Agreement in accordance with Section 10.3 to increase the maximum annual contract amount to reflect the increased participation rate.

#### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

#### **3.3 Changes**

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

### **3.4 Appropriations**

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

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

### **4.2 Schedule of Performance**

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

### **4.4 Term**

This agreement shall continue in full force and effect for three years (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual agreement between OCFA and the Firm.



## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Justin Davis, Vice President – Client Services.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

### **5.2 Contract Officer**

The Contract Officer shall be designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

**5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm

for services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**5.4.2** Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for

compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.6 Employee Retirement System Eligibility Indemnification**

**5.6.1** In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

**6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**6.2.1.2** If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

**6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

**6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CGL Insurance in the amount of at least one million dollars (\$1,000,000.00) combined single limit for bodily injury, personal injury and property damage and two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based

coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. Firm shall maintain. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A:-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits

of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

**6.4 Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

**6.4.1.1 Additional Insured:** The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

**6.4.1.1.1 Additional Insured Endorsements:** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing.** Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer



who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 Insurance for Subconsultants.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

**6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

**6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

## **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses,

liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

## **7. RECORDS AND REPORTS**

### **7.1 Reports**

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

### **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Except as provided in Section 7.5, the Contract Officer 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.

### **7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no

claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

#### **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

#### **7.5 Confidential Materials**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

### **8. ENFORCEMENT OF AGREEMENT**

#### **8.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

#### **8.2 Waiver**

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

#### **8.3 Rights and Remedies are Cumulative**

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 or any other default by the other party.

#### **8.4 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

#### **8.5 Termination Prior to Expiration of Term**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

#### **8.6 Termination for Default of Firm**

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

#### **8.7 Attorneys' Fees**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

### **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**



### **9.1 Non-Liability of OCFA Officers and Employees**

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

### **9.2 Covenant Against Discrimination**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

### **10.2 Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority  
Attention: Debbie Casper  
1 Fire Authority Road  
Irvine, CA 92602

**WITH COPY TO:**  
David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To Firm:

Hoag Executive Health  
Attention: Justin Davis  
2100 Main Street, Suite 360  
Irvine, CA 92614

### **10.2 Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

### **10.3 Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

### **10.4 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 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 shall be interpreted to carry out the intent of the parties hereunder.

### **10.5 Corporate Authority**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**"FIRM"**

**HOAG EXECUTIVE HEALTH**

Date: 2/8/19

By: \_\_\_\_\_

Justin Davis  
Vice President – Client Services

*JAMES ANDERSON MD*

## **EXHIBIT A: SCOPE OF SERVICES**

## Project Approach / Methodology

Hoag Executive Health is confident in our ability to seamlessly implement our proven, world-class Executive Health program in order to fully meet and exceed the Scope of Services for the OCFA Wellness and Fitness Program. We are uniquely positioned to provide participants with access to our renowned clinical staff, while providing an unparalleled health, wellness and educational experience for all eligible OCFA WEFIT participants.

Our approach to addressing the components of this program will be as follows:

1. State-of-the-Art Data Collection
2. Thorough and Complete Analysis & Reporting
3. Personalized Data Review and Actionable Plans for Health Improvement
4. Creation of a Dynamic Integrated Fitness, Conditioning and Nutritional Education Program

### Data Collection

A key component to the City of Irvine Cardiovascular Health & Wellness Program is based on what diseases, disorders and early detection tests will be performed. Hoag Executive Health will assess ten distinct categories or systems, to identify and assess OCFA WEFIT participants' disease risk as well as performance and opportunities for improvement in each of the categories as follows:

#### Heart & Circulatory

- Lipid Profile
- EKG
- Blood Oxygen

#### Brain & Nervous

- Reflexes & Sensations
- Hearing
- Vision
- Strength & Balance
- Symmetry

#### Lungs & Breathing

- Pulmonary Function
- Maximal Oxygen Uptake
- Exercise Heart Rate Ranges

#### Muscular & Bone

- Musculoskeletal Assessment
- Strength Assessment
- Postural Screen
- Body Composition
- Functional Mobility

#### Fitness & Exercise

- WFI Assessment
- Fitness Goals
- Assessment of Limitations
- Exercise Prescription/Programming

#### Kidney & Urogenital

- Urinalysis
- Cancer Screen PSA (men 50+)
- BUN, Creatinine Panel

#### Hormonal & Glandular

- Pre-Diabetes Markers
- Metabolic Panel
- Metabolic Rate

#### Blood & Immunity

- Blood Composition
- Immunity
- Anemia
- Leukemia

#### Stomach & Gastrointestinal

- Liver Function Panel
- Gall Bladder Markers
- Micronutrients
- Protein

#### Diet and Nutrition

- Assess of Current Nutrition (food log)
- Identifying Health Eating Barriers
- Resting Metabolic Rate
- Meal Planning
- Nutritional Education

In addition to the categories by which Hoag Executive Health will assess each WEFIT participant, below we have outlined the individual components included in each exam:



## Questionnaires

Medical History & Health Risk

Behavioral Health (PHQ-9)

Fitness and Nutritional Assessment

- Food log

Hardiness Assessment

## Blood work

CBC

CMP

hs-CRP

Lipids

PSA (over 50)

Titers

Urine Heavy Metals\*

Lead\*

RBC Cholinesterase\*

## Medical Evaluation

Vitals

PulseOx

Comp. Physical Exam

Neurological Exam

Muskuloskeletal Assessment

Titmus

Hearing

Hernia Exam

PFT

EKG

Immunization Screening

Dermatoscope Skin Cancer Screen

Chest X-ray

## Additional Evaluations

Urban Search & Rescue Exam

HazMat Exam

DMV Medical Clearance

Crane Operator Medical Clearance

Post Deployment Medical Exam

CA DMV Exam

## Fitness and Nutrition

FMS

BCA

Skin Fold

VO2Max

Hand Grip Strength

Push Up test

Abdominal strength

Sit and Reach Test\*

Posture Assessment

Nutritional Assessment & Plan

Fitness Assessment & Plan

## Report

Contents

- Blood work
- Clinical data
- Physical report
- Recommendations & Action Plan

Folder

USB – key chain w/electronic copy of all data



### Sample AM Exam Schedule for OCFA Wellness and Fitness Physical Exam

Hoag Executive Health has proposed two schedule blocks for the WEFIT physical exams, a morning and afternoon block. Each block consists of 4 exam "slots" those are as follows:

#### Morning

8:00am – 9:25am  
 8:50am – 10:15am  
 9:40am – 11:05am  
 10:30am – 11:55am

#### Afternoon

1:00pm – 2:25pm  
 1:50pm – 3:15pm  
 2:40pm – 4:05pm  
 3:30pm – 4:55pm

Hoag Executive Health will offer two AM slots and 2 PM slots in both Aliso Viejo and Irvine – below is a sample AM exam schedule.

HOAG EXECUTIVE HEALTH		
Time	Activity	Staff Member
8:00AM	Physical Exam - Body Composition Analysis [BCA] - Urine Sample - Temperature - Blood Pressure - Spirometry - EKG - Hearing - Vision - Titmus - Pulse Ox - Chest X-Ray	LV.N./M.A.
8:15AM	Physical - Review blood work - Skin Evaluation - Head to Toe Exam - Musculoskeletal Exam - Hernia Exam (male) - Neurological Exam - Cancer Screening - Immunization Screening	Physician
8:45AM	Fitness & Nutrition Evaluation - VO2 Max Test - Functional Movement Screen - Hand Grip Strength - Push Up Test - Abdominal Strength - Posture Screen - Nutrition Consultation	Exercise Physiologist
9:25AM	Report Review	Exercise Physiologist

OCFA WEFIT EXAM







## Data Analysis & Presentation

Hoag Executive Health sees the interpretation of the complex data and assessments gathered during the WEFIT Exam as one of the key aspects of affecting positive change in the participants. Ensuring that the results and more importantly, the actionable plan is easy for OCFA participants to understand and follow will only increase the effectiveness of the data and information that is gathered. Hoag Executive Health physicians have over 50 years of combined executive physical experience amongst them – coupling this with the knowledge of our trainers and exercise physiologists translates into invaluable expertise in creating and presenting realistic health goals, exercise, fitness and nutritional plans for the OCFA personnel.

Our proposed approach to the WEFIT exam will utilize a proprietary set of risk calculations that will enable WEFIT participants to have a clear, tangible understanding of their current health state when compared to a mean of people in their age and activity group. When coupled with our personalized nutritional and fitness plans, which each participant also receives, they will be able to immediately begin implementing positive changes aimed at addressing their specific health, fitness or nutritional goals.

## Data Review

The experience that Hoag Executive Health has, delivering an almost identical service to the OCFA Wellness and Fitness program for many years, allows us to glean from our experiences and best practices developed through delivering over 2,500 Executive Physicals. Additionally, it is important to understand that our physicians specialize in this type of clinical delivery and our exercise physiologists solely focus on assessing exercise and fitness capabilities and creating easily implementable plans and programs to achieve stated fitness goals...this is what we do.

Each WEFIT participant will have dedicated in-person time set aside immediately following the completion of their fitness assessment to review the entirety of their physical report – this will be done with the same exercise physiologist who performed their fitness and nutritional assessment. During this 10-15-minute follow-up, participants will personally review their physical report, lab work and other assessments. The results and recommendations entailed in each personalized physical report are created in such a way that they are actionable and easy to implement. Our physiologist will answer questions, give further suggestions and provide real-world examples of how to implement the fully customized health plan that was created for the participant. In addition, we will make it easy to share the report and data with each participant's primary care physician by providing both a hardcopy and keychain USB with all reports, labs and diagnostics pre-loaded for personal review. Our clinical and lifestyle recommendations focus on behavioral changes and when necessary therapeutic interventions which can be easily enacted by the participants' primary physician. Hoag Executive Health understands that participation in the WEFIT program is only the start to positively impacting the health and well-being of participating firefighters – it is with this in mind that we have created our reporting and follow-up procedures aimed at ensuring positive change is simple to implement.



## Exercise, Fitness and Nutritional Education Program

Hoag Executive Health was founded with an underlying tenant that in order to positively affect the health state of each of our participants, our program would need to be able to accurately assess every system in the human body and then be able to educate participants on the rationale and necessity of implementing the recommendations of our physicians and exercise physiologists. It is with this in mind that our Chief of Service, Dr. Jim Lindberg, created "Hoag Executive Health University" ...HEH-U as it has become to be known. HEH University is comprised of different faculty clinicians, trainers and exercise physiologists throughout the Hoag Executive Health program – their charge has been to create an extensive "library" of vetted, clinically and statistically valid educational, programmatic and assessment tools to be used by our physicians and exercise physiologists during and following Hoag Executive physicals. The HEH Library will be a key tool for our Education Coordinator and exercise physiologists to utilize during and after the fitness assessment, for 1-on-1 fitness and nutritional consultations as well as to use as educational handouts, for newsletter content and to be shared on the WEFIT intranet. The Education Coordinator will work closely with the WEFIT Coordinator to create an annual calendar that will outline station workout visits, challenges, newsletter topics and intranet postings. In addition, our Education Coordinator will look to identify mechanisms aimed at making direct outreach to Hoag Executive Health trainers and exercise physiologists simple and easy, for the purposes of exercise programming, modified injury workouts, nutritional and meal planning support, etc. Again, Hoag Executive Health possesses the content, resources and experience of implementing a broad based educational platform – instead of building this complex and costly aspect of the program from the ground up – we will be able to repurpose and update existing IP and collateral, coupled with our talented fitness and nutrition staff, Hoag Executive Health can take the WEFIT Education program to the next level. We have provided a number of Nutrition Education and Follow-Up Education material samples for review.



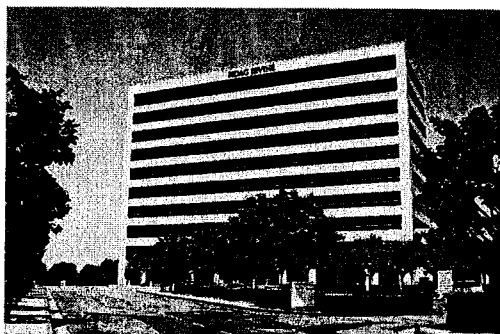
## Exam Experience

Below is a step by step overview of the exam process for a standard WEFIT Exam.

1. WEFIT Coordinator logs into Timely online scheduling software to schedules 4-person "Unit"
  - OCFA will have its own annual calendar so Coordinator can schedule out as far as is needed
  - WEFIT Coordinator will provide email and phone numbers for each participant when scheduling
2. Upon participant being scheduled, Hoag Executive Health Program Coordinator will register participant
  - Participant is registered into Hoag Executive Health electronic medical system and chart is created
  - An email is also sent to the participant with the Medical History, Risk Assessment, Behavioral Health and Fitness Assessment questionnaires. These can be completed online and are returned to Hoag Executive Health securely and automatically online.
3. Once EMR chart is created, the applicable lab requisition is electronically sent to the LabCorp database
  - An email lab requisition will be automatically created
4. Hoag Executive Health Program Coordinator will email the participant an email lab req and lab draw instructions
  - Fasting blood draw instructions and list of LabCorp Orange County locations is sent to participant
5. Participant schedules their blood draw at the most convenient location either online or by phone
  - Participants will be asked to complete their blood draw at least 2-weeks prior to their exam
6. Upon completion of the blood draw, results will be prepared within 3-5 business days
  - Lab results are automatically returned to the Hoag Executive Health EMR system and entered into the participant's chart
7. 2-days prior to the scheduled exam date, the participant will receive a confirmation phone call from our scheduler
8. Participants will be asked to arrive 10-minutes prior to the start of their exam at either our Irvine or Aliso Viejo office. We have listed fire vehicle parking locations for each facility
9. Upon arrival in the office – the participant will be checked in and a Hoag Executive Health support staff member will walk them to the imaging center to receive their baseline chest x-ray
10. Following the completion of the chest x-ray, our staff member will walk the participant back to our office to begin the physical exam
11. The participant will first meet with our Medical Support Staff to capture all biometric/vital signs as listed on the above schedule – this portion of the exam will take 15 minutes
12. Next, the physician will come in to complete the complete physical exam, specific tests and assessments is provided on the above schedule – this portion of the exam will take approximately 30 minutes
13. Following the completion of the physical exam, our exercise physiologist will come and meet the participant in the exam room and walk them to our in-office exercise lab for the fitness and nutrition evaluation – this portion of the exam will take approximately 45 minutes.
14. Following the fitness and nutrition assessment, the exercise physiologist will excuse him/herself for approximately 5 minutes and return with the completed physical exam report in-hand to be reviewed with the participant.
15. If there were any medically necessary medical referrals, our medical support staff and/or physician would coordinate these with the participant following the report review and prior to their departure.



The two facility locations where these exams will be conducted are fully functioning Hoag Executive Health medical facilities. The Irvine location has 3 on-site physicians and medical support staff, along with an Ambassador (receptionist), exercise physiologist and Practice Manager. The Hoag Executive Health Aliso Viejo facility is also a fully functioning medical office with 4 physicians and medical support staff, an Ambassador, Practice Manager and 2 exercise physiologists. Below are some images of the delivery locations.



**Hoag Executive Health Irvine Office**



**Hoag Executive Health Aliso Viejo Office**



**Hoag Executive Health Exercise Lab**

## Additional Components

### ***Appointment Scheduling***

We propose offering the ability to conduct exams 5 days per week, Monday through Friday with 3 morning options and 2 afternoon options split among 3 separate delivery sites in Aliso Viejo, Irvine and Huntington Beach. Each individual "exam slot" allows for a participant to complete their exam in under 90-minutes and for the entire 4 member unit to be done and back "on-duty" in under 3 hours. Furthermore, as can be seen in the sample schedule below, no participant will have any more than 30-minutes of down time during the entire exam process. During down time, participants will have a private lounge to wait in that is equipped with a computer, WiFi and comfortable amenities. This is an almost identical schedule format to what we put together for the Irvine Police Department and we are confident that the logistical plan we've outlined will be time efficient while also allowing more than sufficient time to conduct a meaningful and thorough exam.

	Participant 1	Participant 2	Participant 3	Participant 4
7:45 AM	check in	check in	check in	check in
8:00 AM	FP 1 consult	FP 2 consult	FP 3 consult	
8:05				
8:10				
8:15				
8:20	FP 1 consult	FP 2 consult		
8:25 AM				
8:30 AM				transition/snack
8:35 AM				
8:40 AM	transition/snack	transition/snack		Phys Exam
8:45 AM				
8:50 AM			transition/snack	
8:55 AM				
9:00 AM			FP 1 consult	
9:05 AM				
9:10 AM		transition		
9:15 AM				
9:20 AM			FP 2 testing	
9:25 AM				
9:30 AM				transition
9:35 AM				FP 2 consult
9:40 AM	transition		transition	
9:45 AM				
9:40 AM				
9:55 AM				FP 2 testing
10:00 AM				
10:05 AM				
10:10 AM				
10:15 AM	Report Review	Report Review	Report Review	Report Review
10:20 AM				
10:25 AM				
10:30 AM				

### ***Additional Location***

In our proposal we outlined that the primary delivery sites would be Aliso Viejo and Irvine, however during our interview Captain Mike Contreras inquired about the feasibility of utilizing Huntington Beach as a 3rd delivery site. Yes, we are more than happy to add the Hoag Huntington Beach Health Center as a 3rd delivery location and can guarantee the ability to utilize these 3 delivery locations.

### ***Education Program Details***

We are proposing a multi-faceted education program aimed at addressing the wide ranging needs of OCFA firefighter personnel. Below is a detailed overview of the methodology, tactics and resources we will look to implement specifically for the education and training components of this RFP.

#### **Education Program Methodology**

The following methodology will be used as a guide and outline for all proposed education program content:

**S – Specific** – Does the fitness, conditioning and nutrition education program meet the specific needs of firefighter personnel

**M – Measurable** – Are we able to measure/track improvements of participants who go through our workouts, implement our training programs or read/follow our educational materials

**A – Attainable** – Our entire education program will be goal focused, are the goals we establish for participants realistic and attainable

**R – Results-Focused (Relevant)** – Every component of the education program will be focused on achieving specified macro (all firefighter personnel) or micro (individual) goals by testing, assessing and augmenting specific educational components (programming, educational/information materials, briefings & talks, 1-on-1 counseling & training)

**T – Time-Phased** – Again, our educational program is goal and results oriented, as such, we will work to assign macro time-phased goals for specific curriculum items and micro time-phased goals for specific individual participant goals.

#### **Educational Program Tactics**

Using our methodology as a guide, our goal for the education program is that all OCFA personnel have access to online and hard copy informational resources, individualized as well as group training and counseling, continuing education by way of subject matter expert talks and briefings and much more. We will do so by implementing the following tactical components:

1. Adding a nutritional counseling station during the annual physical exam
2. Virtual fitness and nutritional counseling

- We will be creating a specific email address ([OCFACoaching@HoagExecutiveHealth.com](mailto:OCFACoaching@HoagExecutiveHealth.com)) where OCFA personnel can write in with training and nutritional requests and our coaching staff will be able to coordinate either a phone call or in-person meeting to review their request, discuss specific programming goals and then monitor the implementation of a nutrition or fitness plan.
- 3. In-person fitness and nutritional counseling
  - 1-on-1 Training and Nutrition Programming - our Exercise Physiologist will have scheduled "office hours" on-site at the OCFA headquarters on a weekly basis to meet with or speak by phone with OCFA personnel on a range of training and nutritional topics.
  - Injury Modifications - should OCFA personnel have a nagging injury or limitation, our Exercise Physiologist will be able to create modified programs aimed at either fitness or nutritional goals.
  - Pre-hab/Re-hab - Our Exercise Physiologist is a Certified Athletic Trainer and has the expertise and experience to create rehabilitation workouts as well as preventative mobility and injury reduction programs for OCFA participants.
- 4. Bolstering the existing online library of tools and resources with "HEH University" content
  - We have an extensive online library of education materials, easy to follow lifestyle management plans, nutritional education materials etc. that we would like to add to the existing "intranet" resources the OCFA currently has. In addition, we have a dedicated resource in the Education Coordinator role, that will be tasked with creating specific education content and programming for OCFA firefighter personnel. Creating (or updating) tactical athlete training collateral materials, developing fitness and nutritional challenges and contests as well as developing training protocols aimed at improving fitness and conditioning scores will all fall under the umbrella of the Education Coordinator for the WEFIT program.
- 5. In-station visits
  - We will be developing an annual schedule for in-station and "At Headquarters" visits. Station visits will be primarily focused around fitness and nutritional objectives.
    - Developing station workout programs and conducting actual training sessions utilizing equipment in the firehouse that small groups can complete together
    - Conducting "Refrigerator Makeovers" where our Exercise Physiologist and Education Coordinator will actually "score" the foods in the refrigerator of a fire house and assist firefighters in understanding healthy alternatives, ideal time for food consumption and caloric requirements of personnel in the firehouse.
    - Also utilizing this time to ensure personnel are aware of the different resources we are providing and how to get in touch with our staff
- 6. Group Education Talks
  - We will be utilizing subject matter experts and physicians from all major institutes at Hoag Hospital to conduct education talks on pertinent topics that affect firefighter personnel either on the job or in their personal lives. We will look to the OCFA administration to assist us in developing the quarterly schedule for subject matter expert talks - here is a list of the institutes we will be involving for the WEFIT program:
    - Women's Health Institute
    - Cancer Institute
    - Heart and Vascular Institute
    - Orthopedic Institute
    - Neurosciences Institute
- 7. ATC Hours



- As was previously indicated, our Exercise Physiologist is a Certified Athletic Trainer - we would like to propose have a 2-4 hour block twice per month at OCFA Headquarters where we could schedule musculoskeletal evaluations and injury screens where we can assess firefighter personnel and determine whether or not any additional clinical intervention is necessary. The goal in mind being that our Exercise Physiologist might be able to mitigate the potential for further injury by intervening and providing rehabilitative or corrective exercise prescription.
8. Informative Newsletter
- We plan on creating (or continuing) a regularly distributed WEFIT Newsletter where pertinent content, programming, nutritional and injury prevention information can be disseminated to the all OCFA Personnel. In addition we've discussed the idea of highlighting personnel who have accomplished certain personal goals related to fitness, nutrition or injury rehabilitation. Our Education Coordinator and Exercise Physiologist will be responsible for the content creation for the WEFIT Newsletter.

#### Dedicated Resources

In an effort to provide the necessary resources the WEFIT program requires, Hoag Executive Health will be assigning dedicated resources whose role and responsibilities will solely be WEFIT. Below is an outline of the dedicated resources for the program and a brief overview of their role in the education program.

1. Exercise Physiologist - Morgan Montalvo will be the Exercise Physiologist for the WEFIT program. In addition to performing the fitness and conditioning assessments during the physical exam, Morgan will also be focused on a number of education program responsibilities. Exercise and nutrition programming will be a key focus of Morgan's time, she will be the primary contact for all individual programming requests and will also be conducting all athletic training consultations and injury screens. Morgan will also coordinate our other coaching resources for the delivery of In-Station / Headquarters group training sessions acting as the "head coach" for all group workouts that will be delivered.
2. Education Coordinator - Ted Schaper will be the Education Coordinator for the WEFIT program. Ted's sole responsibility will be to develop the tangible collateral and materials aimed at promoting nutritional lifestyle change as well as working with Morgan to poll firefighter personnel during their physical exam to develop collateral, challenges and initiatives that meet the specific needs of OCFA firefighter personnel in the field. Ted will be tasked with ensuring that the WEFIT program is ever-evolving so that we can keep personnel engaged and interested in participating in both the annual WEFIT exam as well as engaging in the education and fitness program. Ted will take the micro information Morgan gathers and turn it into macro initiatives and programs aimed at supporting the fitness and education components of the WEFIT program.
3. Program Director - Justin Davis will be the Program Director for the WEFIT program. Justin will work with Ted and Morgan to filter, prepare and present the monthly and quarterly reports to OCFA administration. In addition, Justin will work with the Education Coordinator and Exercise Physiologist to develop the quarterly group education talk schedule and will personally select the speakers to ensure the content being delivered is specific to the needs of OCFA personnel.

### ***Fitness Assessment***

Below you'll see the 6 tests we plan on conducting - there are 3 other assessments that are listed with an asterisk, these are options that we plan on discussing with the WEFIT Coordinator and WEFIT team leads to determine which may also be included in the exam.

1. InBody
2. Functional Movement Screen
3. Hand Grip Dynamometer Strength Test
4. Push Up Test
5. Plank Test
6. VO2Max Test (with/without mask)

\*Vertical Jump Test - Lower Body Power Test

\*10RM Chest Press Machine / Barbell Bench Press and Leg Press Machine / Barbell Back Squat - Muscular Strength / Endurance Test

\*Broad Jump Test - Lower Body Power Test

### **III. Fitness Fairs**

1. VO2 Max (*gas exchange*) Testing
  - a. Baseline for all pre-academy participants
  - b. "Post Academy" progress VO2 Max testing

*OCFA would be required to provide the treadmills or recumbent bikes used during testing – minimum of 4*

2. In-Body BMI Assessment
  - a. Detailed assessment body mass index and report
3. Support Personnel
  - a. Assistance in administering the Functional Movement Screen along with information on addressing deficiencies and prior injuries which affect the test
  - b. Assisting with coaching and educating recruits on exercise programming, etc.
4. Recruit Exercise Programming
  - a. Creating standardized pre-academy recruit workout programs for a variety of established prerequisites (i.e. cardiovascular endurance, muscular endurance, power, etc.) that can be administered to recruits ahead of the academy starting.

## EXHIBIT B: PRICING

Description of Services	Unit Cost
<b>Standard Exams</b>	
WEFIT Exam separate from pre-placement	\$897.00
Combined WEFIT Exam with Urban Search & Rescue Exam	\$1,472.50
Combined WEFIT Exam and HazMat Exam	\$1,472.50
Combined WEFIT Exam and DMV Medical Clearance	\$1,047.00
Combined WEFIT Exam and Crane Operator Medical Clearance	\$1,047.00
Post Deployment Medical Exam	\$595.00
California DMV Exam	\$395.00
<b>Cancellation Fees*</b>	
No-Show/Late Cancel (Unexcused)	50%
No-Show/Emergency Activities (Excused)	No Charge
No-Show/Other (Excused)	No Charge
<b>Fitness Fair</b>	
VO2 Max (gas exchange) Testing <i>OCFA would be required to provide the treadmills or recumbent bikes used during testing – minimum of 4</i>	\$85.00
In-Body BMI Assessment	\$10.00
Support Personnel (Per Coach)	\$100.00/Day
Recruit Exercise Programming	\$50.00/Hour
<b>Individual Services</b>	
<b>SPECIFIED PROCEDURE</b>	
Additional Health Questionnaires as Needed	\$0
Medical Record Review	\$0
Functional Capacity Assessment	\$50.00
<b>ADMINISTRATIVE</b>	
Record Review	\$75.00
Electronic Health Risk Assessment	\$0
Medical Records Transfer	\$75.00
<b>ELECTROCARDIOGRAM (ECG)</b>	
Resting Electrocardiogram	\$30.00
Treadmill – Fitness Assessment (Submaximal Gerkin Protocol)	\$150.00
Treadmill – Exercise Stress Test (Maximal Bruce Protocol)	\$200.00
Treadmill – WFI Protocol	\$150.00
Exercise EKG With O2 Consumption	\$350.00
ECG, Tracing	\$50.00

ECG, Report	\$25.00
Complete Echo Doppler	\$1,000.00
Complete Echo 2-d M-Mode	\$450.00
Stress Echo, Exercise Stress	\$1,200.00
Stress Echo, Tracing Only, Without Interpretation and Report	\$450.00
Stress Echo, Interpretation and Report	\$1,500.00
Holter Monitor, 24 HR Recording	\$150.00
Holter Monitor, 24 HR Monitor-scan Analysis With Report	\$150.00
<b>HEARING</b>	
Audiogram	\$25.00
Audiology Evaluation Follow-up	\$250.00
Audiometry	\$25.00
<b>IMMUNIZATIONS &amp; DISEASE SCREENING</b>	
Gamma Globulin Injection	\$581.70
Hepatitis A Vaccine (One Dose)	\$103.00
Hepatitis B Vaccine Series of 3	\$55.00
Hepatitis B Vaccine Booster	\$55.00
Hepatitis B Immune Globulin Injection 5ml	\$1,248.23
Hepatitis B Immune Globulin Injection 1ml	\$389.40
Hepatitis B Surface Antibody Test	\$55.69
Hepatitis C Antibody Test	\$34.00
HIV Antibody Test	\$55.75
Influenza Vaccine	\$35.00
Measles, Mumps & Rubella (MMR) Vaccine	\$95.00
Polio Vaccine	\$38.00
Tetanus/Diphtheria Vaccination	\$23.00
Tetanus/Diphtheria & Pertussis (Tdap) Vaccination	\$45.00
Tetanus Toxoid Vaccination	\$23.00
Tuberculosis Skin Test (PPD)	\$10.00
Twinrix Vaccine	\$142.73
Varicella Titer	\$29.25
Varicella Vaccine	\$143.00
<b>MUSCULOSKELETAL</b>	
Back Motion Test	\$50.00
Range of Motion Test	\$75.00
<b>LAB</b>	
Alcohol Test (Urine)	\$24.75
Blood Draw	\$12.75
Blood Lead	\$65.00

Comprehensive Metabolic Panel	\$11.75
CBC With Differential	\$5.75
Cholinestrase RBC	\$153.50
Cholinestrase Plasma	\$76.75
Cholesterol Panel	\$7.75
Direct Bilirubin	Incl in CMP
Drug Test Only (Urine)	\$23.75
Drug and Alcohol Test (Urine)	\$48.50
Heavy Metals – Urine Test	\$353.75
Hemoccult Slide	\$25.00
Hepatitis C Antibody Test	\$34.00
HIV Antibody Test	\$55.75
Liver Function Test	\$9.25
Lipid Panel	\$7.74
Prostate Specific Antigen (PSA)	\$20.50
Pregnancy Test (Urine)	\$10.50
Pap Test	\$192.00
Rectal Exam and Occult Blood	\$25.00
Stool for Occult Blood	\$25.00
Urinalysis (Dipstick)	\$10.00
Urinalysis (Microscopic)	\$5.25
Zinc Protoporphyrin	\$76.25
<b>LUNGS</b>	
Spirometry	\$41.00
<b>OCCUPATIONAL EXPOSURES</b>	
Blood and Body Exposure Evaluation	Variable
<b>TREADMILL</b>	
Treadmill/Cardiac Stress Test	\$200.00
<b>VISION</b>	
Visual Screening (Snellen chart)	\$20.00
Visual Screening (Titmus)	\$50.00
<b>X-RAY</b>	
Ankle	\$75.00
Any single view	\$75.00
Chest (L & R Oblique)	\$75.00
Chest (PA)	\$75.00
Chest (PA & Lateral)	\$75.00
Chest Shoulder	\$75.00
Elbow	\$75.00

Knee (weight bearing)	\$75.00
Lumbosacral spine (PA & Lateral)	\$75.00
Mammogram	\$115.00
Wrist	\$75.00

**\*Cancellations are as follows:**

**No-Show - Late Cancel (Unexcused)**

- Cancellation with less than 48-hours' notice. This slot will not be counted as a "No-Show/Late Cancel" if the slot can be filled by the OCFA WEFIT coordinator, with another OCFA client
- When a participant arrives for their scheduled appointment too late to allow for the WEFIT exam to occur

**No-Show - Emergency Activities (Excused)**

- If weather, fire conditions, or a major emergency (e.g., flood watch, red flag warnings, regional fires, major equipment or apparatus failure, earthquakes or similar hazard) occurs, then cancellation of all unnecessary activities may be required as OCFA's primary mission is to provide optimum emergency services
- OCFA will inform Provider of these emergencies as soon as possible

**No-Show - Other (Excused)**

- Individuals, who have gone on Worker's Compensation leave between the time that the WEFIT appointment is scheduled and the actual appointment, will be identified. OCFA (via the supervisor, WEFIT Coordinator or Risk Management Personnel) will inform Provider of these Worker's Compensation cases, and OCFA will not be charged for these appointments
- Similarly, if an individual misses an appointment due to sick leave, then OCFA will verify the sick leave during the verification process. OCFA will inform Provider of this sick leave and will not be charged for these appointments.

At the conclusion of each scheduled WEFIT exam day, the Provider will notify the OCFA WEFIT Coordinator of names of "No-Show / Late Cancel". The Provider will provide the WEFIT Coordinator documentation that will assist and support the evaluation of the "No-Show / Late Cancel" rates.

**Orange County Fire Authority**  
**DC2193 – Occupational Medical Services / Summary of Evaluation Process and Results**

***Evaluation***

The evaluation team consisting of a Battalion Chief and support staff managers from Human Resources and Risk Management. The written proposals were evaluated based on the criteria and point structure as defined in the RFP:

- Method of Approach (25 points)
- Qualifications & Experience (25 points)
- Communications & Resources (10 points)
- Partnership Strength & Value-Added Features (15 points)
- Proposed Costs (25 points)

Based upon the scoring of the written proposals, both occupational medical service providers were asked to participate in the interview phase of evaluations. This portion of the RFP process allowed the evaluators to gain additional insight into the capabilities of each firm. It was also scored based on the criteria and point structure defined in the RFP:

- Presentation (15 points)
- Interview (20 points)

Based on the combined scores of the written proposal evaluation and interviews, UCI, the incumbent, emerged as the top ranked firm. The evaluation team recommended entering into negotiations with UCI. As part of the negotiations, OCFA requested a best and final offer (BAFO) for a three year contract. As a result of the BAFO received from UCI on January 9, 2018, OCFA will save approximately 12%.

	UCI			Occu-Med Ltd.		
<b>Cost Proposal</b>	<b>\$222,680.00</b>			<b>\$280,349.00</b>		
<b>Evaluators</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
A. Method of Approach (250)	150.00	237.50	200.00	175.00	212.50	125.00
B. Qualifications & Experience (250)	175.00	237.50	250.00	175.00	212.50	75.00
C. Communication & Resources (100)	90.00	100.00	90.00	80.00	100.00	80.00
D. Partnership Strength & Value Added (150)	120.00	142.50	142.50	135.00	135.00	75.00
E. Proposed Cost (250)	250.00	250.00	250.00	198.57	198.57	198.57
Sum of Written Ratings	785.00	967.50	932.50	763.57	858.57	553.57
E. Presentation (150)	100.00	120.00	150.00	130.00	140.00	130.00
F. Interview Questions (200)	170.00	190.00	200.00	120.00	160.00	160.00
Sum of Interview Ratings	270.00	310.00	350.00	250.00	300.00	290.00
<b>Total Written &amp; Interview Ratings</b>	<b>1055.00</b>	<b>1277.50</b>	<b>1282.50</b>	<b>1013.57</b>	<b>1158.57</b>	<b>843.57</b>
Ranking	1	1	1	2	2	2
Sum of Ranking	3.00			6.00		
<b>Overall Rank:</b>	<b>1</b>			<b>2</b>		

\*BAFO Pricing resulted in savings of approximately



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES  
AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22<sup>nd</sup> day of February, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and The Regents of the University of California, as described in Article IX, Section 9 of the California Constitution, on behalf of UC Irvine Health Physicians & Surgeons, Center for Occupational and Environmental Health, hereinafter referred to as "Firm". OCFA and Firm are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a firm for occupational medical services, RFP DC2193, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated June 12, 2017, which is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the "Project Services" attached hereto as Exhibit "A." Firm stipulates that all Project Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm stipulates that it and all employees providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

## **1.2 Compliance with Law.**

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

## **1.3 Licenses and Permits.**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

## **1.4 Familiarity with Work.**

By executing this Agreement, Firm stipulates that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any work except at Firm's risk until written instructions are received from the Contract Officer.

## **1.5 Additional Services.**

Firm shall perform services in addition to those specified in the Project Services when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services unless Firm and OCFA agree in writing on the scope of such additional services and the compensation therefor. Any additional compensation up to an additional ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Purchasing Manager upon approval from the Executive Committee.

## **2. TIME FOR COMPLETION**

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall use best efforts to regularly monitor the work performed under this Agreement according to the schedules set forth in Firm's Project Services. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the Party responsible for the delay.

### **3. COMPENSATION OF FIRM**

#### **3.1 Compensation of Firm.**

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$ 900,000 (\$300,000 annually).

#### **3.2 Method of Payment.**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

#### **3.3 Changes.**

In the event any change or changes in the work is requested by OCFA or Firm and agreed to by both Parties in writing, the Parties hereto shall execute an addendum to this Agreement, signed by both Parties, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

#### **3.4 Appropriations.**

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA. OCFA shall use best efforts to notify Firm as soon as OCFA becomes aware that funds will not be appropriated to support the services covered under this Agreement.

### **4. PERFORMANCE SCHEDULE**

#### **4.1 Time of Essence.**

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

#### **4.2 Schedule of Performance.**

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Project Services, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

#### **4.3 Force Majeure.**

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall use best efforts to, within ten (10) days of the commencement of such condition, notify the Contract Officer who shall there upon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when the cause is one of those unforeseeable causes listed herein, and if in the Contract Officer's reasonable judgment such delay is justified.

#### **4.4 Term.**

This Agreement shall become effective on March 1, 2018 and continue in full force and effect for three (3) years, unless earlier terminated as provided herein ("Initial Term"). Following the expiration of the Initial Term, this Agreement may be renewed annually at the option of OCFA, with the concurrence of Firm, for up to two additional one-year terms.

### **5. COORDINATION OF WORK**

#### **5.1 Representative of Firm.**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Laura Massena, Administrator, Center for Occupational and Environmental Health.

The foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to

personally supervise the services hereunder. Firm agrees to notify OCFA immediately in writing should the foregoing principal change during the term of this Agreement.

## **5.2 Contract Officer.**

The Contract Officer shall be designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. OCFA agrees to notify Firm immediately in writing should the foregoing principal change during the term of this Agreement.

## **5.3 Prohibition Against Subcontracting or Assignment.**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Project Services required hereunder without the express written approval of OCFA.

**5.3.2 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm for services performed by any subcontractor or subconsultant performing Project Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, by either Firm or OCFA, whether for the benefit of creditors or otherwise, without the prior written approval of the other Party. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or OCFA or any surety of Firm or OCFA from any liability hereunder without the express written consent of the other Party.

## **5.4 Independent Contractor.**

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent contractor of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its

agents or employees are agents or employees of OCFA.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Each Party, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

**A. Professional Medical and Hospital Liability**

(1) Each Occurrence	\$1,000,000
(2) General Aggregate	\$3,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate (Bodily Injury, Property Damage)	\$3,000,000

However, if such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

**B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:**

(1) Each Occurrence	\$1,000,000
(2) Products, Completed Operations Aggregate	\$3,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate*	\$3,000,000

\*(not applicable to comprehensive form)

However, if such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

**C. Workers' Compensation and Employers Liability Insurance in a form and amount covering each Party's full liability under Workers' Compensation and Safety Act of the State of California as amended from time to time.**

**D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of both Parties against other insurable hazards relating to performance.**

**6.1** It should be expressly understood, however, that the coverages required under this section hereof shall not in any way limit the liability of either Party. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the other Party, its officers, agents, employees. Upon request, each Party upon execution of this Agreement shall furnish the other Party with Certificates of Insurance or other evidence of compliance with all requirements. Certificates shall further provide for thirty (30) calendar days advance written notice to

the other Party of any modifications, change, or cancellation of any of the above insurance coverage.

## **6.2 Indemnification.**

Firm shall defend, indemnify and hold OCFA, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Firm, its officers, agents, or employees.

OCFA shall defend, indemnify and hold Firm, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of OCFA, its officers, agents, or employees.

## **7. RECORDS AND REPORTS**

### **7.1 Reports.**

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

### **7.2 Records.**

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. OCFA acknowledges that medical records of Firm shall remain the property of the Firm and shall not be removed or transferred from the Firm, except in accordance with applicable laws and general Firm policies, rules and regulations relating thereto. In the event that OCFA requests that the result of Services performed be provided to OCFA, said results will be directed, with the consent of OCFA's employee, solely to OCFA's designated representative as appropriate. OCFA agrees that information concerning employees shall be kept confidential and shall not be disclosed to any person except as authorized by law. This provision shall remain in effect notwithstanding any subsequent termination of this Agreement.

### **7.3 Confidential Materials.**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or



information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law.**

This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and each Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

### **8.2 Waiver.**

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA or Firm shall be deemed to waiver or render unnecessary OCFA's or Firm's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **8.3 Rights and Remedies are Cumulative.**

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 or any other default by the other Party.

### **8.4 Legal Action.**

In the event, of any dispute arising out of or relating to this Agreement, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement nothing herein shall preclude either Party from pursuing remedy or relief by civil litigation pursuant to the laws of the State of California.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

### **8.5 Termination Prior to Expiration of Term.**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to Firm, except that where termination is due to an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate.

Firm may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to OCFA; provided, however, that where termination is due to OCFA's failure to pay any amounts due hereunder, Firm may terminate this Agreement upon ten (10) days prior written notice to OCFA.

### **8.6 Attorneys' Fees.**

If either Party commences an action against the other Party arising out of or in connection with this Agreement or its subject matter, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing Party.

## **9. OCFA OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **9.1 Non-Liability of OCFA Officers and Employees.**

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

### **9.2 Covenant Against Discrimination.**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality.**

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA. Both Parties acknowledge that as public agencies both entities are subject to the California Public Records Act and cannot guarantee confidentiality.

## **10.2 Notice.**

Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally, sent by overnight mail using a nationally recognized overnight mail carrier, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

### **TO OCFA:**

Orange County Fire Authority  
Attention: Debbie Casper, Purchasing  
Manager  
1 Fire Authority Road  
Irvine, CA 92602

### **WITH COPY TO:**

David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

### **TO FIRM:**

Director, Health Services Contracting  
UC Irvine Health Physicians & Surgeons  
333 City Blvd. West, Suite 200  
Orange, CA 92668

### **WITH COPY TO:**

Laura Massena  
Center for Occupational and Environmental  
Health (COEH)  
100 Theory Suite 100  
Irvine, CA 92697

## **10.2 Integrated Agreement.**

This Agreement contains all of the agreements of the Parties and cannot be amended or modified except by written agreement signed by both Parties.

## **10.3 Amendment.**

This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

## **10.4 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 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 shall be interpreted to carry out the intent of the Parties hereunder.

**10.5 Corporate Authority.**

The persons executing this Agreement on behalf of the Parties hereto attest that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.


**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Debbie Casper, Purchasing Mgr.

**APPROVED AS TO FORM.**

By:   
DAVID E. KENDIG  
GENERAL COUNSEL

Date: 2/14/18


**ATTEST:**

\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Board

Date: 2/12/2018

**"FIRM"**

**UC IRVINE HEALTH PHYSICIANS &  
SURGEONS, CENTER FOR  
OCCUPATIONAL AND  
ENVIRONMENTAL HEALTH**

By:   
Teresa Conk  
Chief Contracting Officer and  
Associate Vice Chancellor for  
Clinical Integration

**Exhibit A**  
**Scope of Work**

**Occupational Medical Services:**

The COEH Medical Practice will provide the occupational medical services including pre-employment, fitness for duty and return to work services as described below.

**Pre-Employment Screening Examination Categories**

Seven pre-employment physical test categories that will address the varying physical demands of the job classifications subject to testing will be available. Human Resources will coordinate with the COEH Medical Practice to identify the correct exam, any additional testing (e.g. drug/alcohol test, medical clearance for fit test, etc.) and the development of the forms used in the pre-employment physical packet that each candidate brings to the medical exam. The physical exam types used will be one of three levels available:

- Basic Physical - This examination includes: vital signs; height & weight; limited assessment based on review of medical history, such as history of injury, surgery, accident or illness
- Basic Physical Plus - This examination includes: the basic physical; a more comprehensive head, eyes, ears, nose and throat exam; a more comprehensive abdomen exam; a more comprehensive musculoskeletal check; a neck exam; an inguinal hernia check
- Core Physical - This examination includes: height & weight; blood pressure; pulse rate; lung & chest check; head, eyes, ears, nose & throat check; abdomen check; nervous system check (i.e. reflexes, gait); musculoskeletal check; flexibility & range of motion

The COEH Medical Practice will follow these examination requirements for each specific job classification as needed:

**Class I – Basic includes:**

- Medical History Questionnaire
- Basic physical examination
- Vision test (Snellen)
- Urine specimen for drug/alcohol screening (new hire & promotion)

**Class I (X) - Basic Plus includes:**

- Medical History Questionnaire
- Core physical
- Vision test (Snellen)
- Urine specimen for drug/alcohol screening (new hire & promotion)
- Spirometry
- Chest X-Ray, single view, if indicated\*

**Class II – Core includes:**

- Medical History Questionnaire
- Core physical
- Vision test (Snellen)
- Audiogram
- Blood Chemistry Panel (electrolytes, renal function, liver function & glucose)
- CBC (white blood count, red blood count & platelets)
- Urine specimen for drug/alcohol screening (new hire & promotion)
- Spirometry
- Chest X-Ray, single view, if indicated\*

**Class III – Core Plus**

- Medical History Questionnaire
- Core physical
- Vision test (Snellen)
- Audiogram
- Blood Chemistry Panel (electrolytes, renal function, liver function & glucose)
- CBC (white blood count, red blood count & platelets)
- Urinalysis
- Urine specimen for drug/alcohol screening (new hire & promotion)
- Spirometry
- Chest X-Ray, single view, if indicated\*

**DMV Physical includes:**

- Medical History Questionnaire – MSCA 5875
- Basic physical
- Vision test (Snellen), color vision and peripheral vision
- Audiogram
- Urinalysis
- Urine specimen for drug/alcohol screening

**Class IV – Career (IV) and Reserve Firefighter (IV-R) includes:**

- Medical History Questionnaire – DL51
- Fire Medical History Questionnaire (use OSHA Respirator Questionnaire)
- HazMat Medical History Questionnaire (use OSHA Respirator Questionnaire)
- Occupational History & Exposure Review
- Fitness to Work Wearing PPE Determination
- Core physical
- Grip strength
- Vision (Titmus)
- Audiogram
- Resting EKG (12 leads)
- Treadmill exercise test (if over 35 years old)
- Blood Chemistry Panel (electrolytes, renal function, liver function & glucose)
- CBC (white blood count, red blood count & platelets)
- Hepatitis B titer, if indicated\*
- Hepatitis C titer (baseline required)\*
- Varicella titer, if indicated\*
- Tuberculin skin testing (2-step) or Quantiferon TB Gold if indicated\*
- Urinalysis
- Urine specimen for drug/alcohol screening (new hire & promotion)
- Spirometry
- Chest X-Ray, PA & Lateral\*
- X-ray, other, if indicated\*
- Immunizations: Tetanus/Diphtheria or Tetanus/Diphtheria & Pertussis, if indicated; measles, mumps, rubella vaccine (MMR); Hepatitis B, if indicated\*
- Rectal exam if over 40
- OB exam for women over 40 will be referred to the participant's primary healthcare provider (class IV & IV-R)

**Occupational Medical Services provided for the various classifications will include:**

**1. Pre-employment (new hire) physical examinations (non-firefighter) – Class I – Class III**

Each candidate will be provided a pre-employment physical examination for the Class that is specific to his/her job assignment

**2. Pre-employment physical examinations (safety classifications including firefighter, firefighter trainee, hand crew firefighter, and reserve firefighter) – Class IV (IV-R)**

Pre-employment exams can be conducted in blocks of approximately 30-50 candidates to coincide with the start of the fire academy. A firefighter candidate (new hire) will be given the pre-employment physical examination; fitness testing and the additional tests identified below for the Class that is specific to his/her job assignment:

- Pre-employment drug and alcohol testing (baseline required)
- Tuberculosis skin test (2-step), or Quantiferon TB Gold if indicated\*
- Hepatitis B Titer, if indicated\*
- Hepatitis B Vaccination (first dose), if indicated\*
- Hepatitis A Vaccination (first dose), if indicated\*
- Tetanus and Diphtheria or Tetanus, Diphtheria, and Pertussis, if indicated\*
- Hepatitis C Titer, if indicated\*
- Varicella Titer, if indicated\*
- HIV (optional with individual consent)\*
- Measles, Mumps, Rubella Vaccine (MMR), if indicated (baseline)\*

**Firefighter candidates born during or after 1957 will be reviewed to see if they can provide documentation of one of the following:**

- Two doses of MMR on or after his/her first birthday, or
- Physician diagnosed measles, mumps, and rubella, or
- Laboratory evidence of immunity to measles, mumps, and rubella. If no documentation is available and there are no medical contraindications, then two doses of MMR are recommended for those born in or after 1957.



Firefighter candidates born before 1957 will be reviewed to see if they can provide documentation of one of the following:

- One dose of MMR, or
- Physician diagnosed measles, mumps, and rubella, or
- Laboratory evidence of immunity to measles, mumps, and rubella. If no documentation is available and there are no medical contradictions then one dose of MMR will be recommended for those born before 1957.

If the candidates are not able to provide documentation, and laboratory evidence of immunity is absent based on testing done as part of the pre-employment exam, the necessary vaccination can be provided.

**3. Occupational Medical Clearance - Department of Motor Vehicle (DMV) medical examinations (DOT) DL MSCA 5875 (required every two years or more frequently if indicated) /Crane Operator Medical Clearance**

The COEH Medical Practice will perform driver's licensing medical evaluations for new hires and current employees requiring clearance in compliance with all applicable regulations as required by the U.S. Department of Transportation and the California Department of Motor Vehicles as needed.

The DMV medical examination for (Class B license) includes:

- California Department Of Transportation (DOT) physical exam
- Hearing (whispered voice or audiometry)
- Vision Testing (Snellen)
- Urinalysis (dipstick or microscopic)
- Completion of required forms

Cal/OSHA medical clearance requirements include:

- Physical exam, review of the associated questionnaire and completion of the medical paperwork and clearance form

**4. Annual Management Physical Exam (non-firefighter) include:**

COEH will perform a comprehensive medical evaluation with the goals being to detect medical conditions at an early stage, identify health risk factors and habits which can negatively impact health, and refer the employee to his/her health provider for additional follow-up if necessary. The management physical includes:

- Medical History Questionnaire
- Core physical
- Vision (Snellen)

- Blood Chemistry Panel (electrolytes, renal function, liver function & glucose)
- CBC (white blood count, red blood count & platelets)
- Urinalysis

Additional tests as risk is identified may include (spirometry, EKG, treadmill for cardiac stress test, breast exam for women (optional) and prostate exam for men over 40).

#### **5. Fitness for Duty Evaluations**

Fitness for duty evaluations (firefighters and non-firefighters) may be conducted as needed when a medical condition may require a more specific evaluation beyond the return to work evaluation. Examples include: functional capacity test; psychiatric, orthopedic, neurological, cardiac, and internist evaluations. The COEH Medical Practice has medical providers with the capacity to provide qualified specialists in these areas as required, or referral will be made.

#### **6. Return to Work**

The UCI COEH Medical Practice will conduct return to work clearances following an industrial or non-industrial injury. The UCI COEH Medical Practice will assist in evaluating the return to work status on a non-industrial basis. The evaluation will determine the employee's abilities to meet the physical demands of their jobs and/or whether work restrictions may be necessary. This can be done several days prior to returning to work or on the same day, as scheduling permits.

#### **7. HazMat**

HazMat team exams will include the standard testing for Class IV and the following:

- Fecal occult blood test\*
- Spirometry
- Blood lead level (baseline)\*
- Urine for heavy metals (baseline)\*
- RBC cholinesterase (baseline)\*
- Chest X-ray (PA and lateral)\*
- Immunizations, if indicated\*

#### **8. Urban Search & Rescue Baseline and Follow-Up Exam**

Members' medical exams/healthcare screenings will be accomplished in accordance with the frequencies and policies established by FEMA. Medical records for all task force members will be located at the COEH Clinic and will be readily available.

Files contain information on current inoculations unless medically contraindicated or documented refusal determined by the OCFA Medical Director. The COEH Medical Practice may complete a baseline and/or post deployment medical exam as requested by OCFA. The baseline exam will include standard Class IV and the following:

- Medical/occupational history review
- Core physical exam
- Audiometry
- Spirometry
- Vision Testing (Titmus)
- Resting EKG
- Fitness treadmill, as indicated
- Fecal occult blood test\*
- Spirometry
- Blood lead level (baseline)\*
- Urine for heavy metals (baseline)\*
- RBC cholinesterase (baseline)\*
- Chest X-ray (PA and lateral)\*
- Immunizations, if indicated\*

Note: The Post Deployment/Follow Up Exam will be targeted to address the specific hazards posed by the deployment activities. See section 10 protocol for this type exam.

#### **9. Review of Medical Certification for a Pilot**

The exam includes a review of the medical certification for aviation pilot in accordance with the Federal Aviation Administration requirements.

#### **10. Post Deployment Medical Exam**

This exam will include:

- Focused history and physical exam
- Review of relevant records and questionnaire
- Labs and testing\* ; dependent upon exposures encountered as determined by relevant OCFA subject matter experts, COEH medical staff, and relevant public health agencies responding to the incident.

#### **11. Occupational Medical Consultation**

An Occupational Medicine consultation is available for a broad range of issues that OCFA can expect to encounter. Pre-employment medical evaluations, job classifications, and examination protocols can be assessed to ascertain whether they are consistent with current medical practices. In addition consultation is available to review and discuss occupational

exposures for individuals or groups to address issues such as treatment, screening and or monitoring. Additionally, consultations could lead to other medical specialist referrals, i.e.; cardiologist, psychiatrist, etc. The COEH Medical Practice has the capacity to recommend qualified specialists in these areas as required.

\*Refers to services provided at an additional cost to the bundled rate listed for the examination

**Exhibit A-1 Fee Schedule**

OCFA conducts approximately 320 pre-employment exams within the year with approximately 200 of the exams for pre-placement firefighters

Prices are per each unless noted

<b>Description of Services</b>	<b>Estimated Quantities</b>	<b>Unit Cost</b>
Pre-employment physical exam – Class I (non-firefighter)	30	120
Pre-employment physical exam – Class I-X (non-firefighter)	30	198
Pre-employment physical exam – Class II (non-firefighter)	30	240
Pre-employment physical exam – Class III (non-firefighter)	30	240
Pre-employment physical exam – Class IV and a IV-R (safety classifications including firefighter, firefighter trainee, hand crew firefighter, and reserve firefighter) with Treadmill	200	825
Pre-employment physical exam – Class IV and a IV-R (safety classifications including firefighter, firefighter trainee, hand crew firefighter, and reserve firefighter) without Treadmill		625
Management annual physical exam (non-firefighter) with Treadmill	10	683
Occupational medical clearance - DMV Exam (California DMV Exam)	20	175
Occupational medical clearance - Crane Operator	2	175
Fitness for duty medical evaluation	4	330/hr
Return to work medical evaluation	50	115
HazMat with Treadmill		825
Urban Search & Rescue Baseline and Follow Up Exam with Treadmill (for Follow Up Exam refer to Post Deployment Exam)		825
Review of Medical Certification for Pilot with Treadmill		825
Post Deployment Medical Exam		190
Occupational Medicine Consult		330/hr
<b>Total</b>		

\*If treadmill not completed deduct \$195, if Spirometry not completed deduct \$83.

**INDIVIDUAL SERVICE COST LISTING****DESCRIPTION OF SERVICES**

<b>ELECTROCARDIOGRAM (ECG)</b>		
. Resting Electrocardiogram (ECG)	83	Included in Class IV*
. Treadmill - Fitness Assessment (Submaximal Gerkin Protocol)	195	Included in Class IV*
. Treadmill- Exercise Stress Test (Maximal Bruce Protocol)	494	price based on referral pricing**
. Treadmill - WFI Protocol	195	
. Treadmill - Cardiac Stress Test	394	price based on referral pricing**
. Exercise EKG With O2 Consumption	394	price based on referral pricing**
. ECG, Tracing--EKG	83	
. ECG, Report	83	price based on referral pricing**
. Complete Echo Doppler	450	price based on referral pricing**
. Complete Echo 2-d M-Mode	500	price based on referral pricing**
. Stress Echo, Exercise Stress	680	price based on referral pricing**
. Stress Echo, Tracing Only, Without Interpretation	570	price based on referral pricing**
. Stress Echo, Interpretation and Report	350	price based on referral pricing**
. Holter Monitor 24 HR Recording	230	price based on referral pricing**
. Holter Monitor 24 HR Monitor-scan	230	price based on referral pricing**
<b>HEARING</b>		
. Audiogram/Audiometry	83	Included in Class II-IV*
. Audiology Evaluation Follow-up	350	price based on referral pricing**
<b>IMMUNIZATIONS &amp; DISEASE SCREENING (not part of exam price)</b>		
. Gamma Globulin Injection	32	
. Hepatitis A Vaccine (OneDose)	95	includes injection
. Hepatitis B Vaccine Series of 3	252	includes injection
. Hepatitis B Vaccine Booster (Engerix)	84	includes injection
. Hepatitis B Immune Globulin Injection 5ml	1268	
. Hepatitis B Immune Globulin Injection 1ml	254	
. Influenza Vaccine	30	includes injection
. Measles, Mumps & Rubella (MMR) Vaccine	87	includes injection
. Polio Vaccine	60	includes injection
. Rabies Vaccination	180	

. Tetanus/Diphtheria Vaccination		41	includes injection
. Tetanus/Diphtheria& Pertussis (Tdap) Vaccination		72	includes injection
. Tetanus Toxoid Vaccination		57	includes injection
. Tuberculosis Skin Test (PPD)		43	Included in Class I-IV*
. Twinrix Vaccine		112	includes injection
. Varicella Vaccine		142	includes injection
<b>LAB</b>			
. Alcohol Test (Urine)		45	
. Blood Draw (Venipuncture)		2	Included in Class II-IV*
. Blood Lead		17	
. CBC With Differential		14	Included in Class II-IV*
. Cholesterol Panel		20	Included in Class II-IV*
. Cholinesterase Plasma		36	
. Cholinesterase RBC		30	
. Comprehensive Metabolic Panel		18	Included in Class II-IV*
. C-Reactive Protein		7	
. Direct Bilirubin		15	not a typical of Occ Med Exam
. Drug and Alcohol Test (Urine)		46	Included in Class I-IV*
. Drug Test Only (Urine)		45	
. Heavy Metals - Urine Test		60	
. Hemocult Slide		33	
. Hepatitis B Surface Antibody Test		38	
• Hepatitis C Antibody Test		50	
• HIV Antibody Test		30	not a typical of Occ Med Exam
. Lipid Panel		24	Included in Class II-IV*
. Liver Function Test		15	
• MMR Titers		53	
. Occult Blood, Stool (Hemosure)		32	
. Pap Test		81	not a typical of Occ Med Exam
. Pregnancy Test (Urine)		27	not a typical of Occ Med Exam
. Prostate Specific Antigen (PSA)		49	

• Quantiferon-TB Gold (May be substituted for TB Skin Test; the difference in cost will be billed separately)		82	Included in Class IV*
. Rectal Exam and Occult Blood		41	Included in Class IV*
. Urinalysis (Dipstick)		3	Included in Class II-IV*
. Urinalysis (Microscopic)		5	Included in Class II-IV*
. Varicella Titer		35	
. Zinc Porphyrin		54	
<b>LUNGS</b>			
. Spirometry		83	Included in Class 1X-IV*
<b>MUSCULOSKELETAL</b>			
. Back Motion Test		41	
. Range of Motion Test		41	
<b>VISION</b>			
. Farnsworth		83	
. Visual Screening (Snellen chart)		83	Included in Class I-III*
. Visual Screening (Titmus)		83	Included in Class I-III*
<b>X-RAY</b>			
. Ankle		157	not a typical of Occ Med Exam
. Chest (L & R Oblique)		86	not a typical of Occ Med Exam
. Chest (PA)		77	
. Chest (PA & Lateral)		86	
. Chest Shoulder		139	not a typical of Occ Med Exam
. Elbow		157	not a typical of Occ Med Exam
. Knee (weight bearing)		75	not a typical of Occ Med Exam
. Lumbosacral spine (PA & Lateral)		86	not a typical of Occ Med Exam
. Mammogram		577	not a typical of Occ Med Exam
. Wrist		162	not a typical of Occ Med Exam
<b>OTHER</b>			
. Additional Health Questionnaires as Needed		15	
. Medical Record Review		330/hr	
. Functional Capacity Assessment		N/A	
. Blood and Body Exposure Evaluation (lab tests additional)		330/hr	



. Respirator Evaluation (Medical Clearance) \$200		200	
. Respirator Questionnaire		75	
. Annual Skin Cancer Screening performed by a California Licensed Dermatologist Based on referral pricing		180	price based on referral pricing**
<b>ADMINISTRATIVE</b>			
. Record Review		125/hr	
. Electronic Health Risk Assessment		N/A	No Charge for Management
. Medical Records Transfer (copy of records may include OCFA WeFit Charts as needed)		125/hr	

\*Price is included in the exam rate

\*\* Price will be based on actual referral costs of the provider plus processing fee

Note: Any service or procedure not specified above will be negotiated on a case-by-case basis.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 22, 2018

Agenda Item No. 3D  
Consent Calendar

**Special Procurement for  
Professional Engineering Services for Fire Station 42 Stabilization**

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**Contact(s) for Further Information**

Dave Anderson, Assistant Chief  
Support Services Department

[daveanderson@ocfa.org](mailto:daveanderson@ocfa.org)

714.573.6006

Patrick Bauer, Property Manager

[patrickbauer@ocfa.org](mailto:patrickbauer@ocfa.org)

714.573.6642

**Summary**

This agenda item is submitted for approval to award a professional services agreement with VO Engineering for surveying, mapping, structural design, preparation of bid specifications and construction drawings. This has been an on-going project for almost a decade, and the conditions at Fire Station 42 continue to deteriorate causing structural damage to the station. Upon plan check review and approval by the City of Lake Forest, the project will be put out for formal bid through our public works protocol.

**Prior Board/Committee Action(s)**

Not Applicable.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement in the amount of \$55,738 with VO Engineering.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the Fire Station 42 Site Stabilization project has been approved in the Adopted FY 2017/18 Capital Improvement Program Budget, specifically in Fund 123 (Fire Stations & Facilities) for a total project budget of \$800,000. This proposed \$55,738 contract with VO Engineering is an initial project component which must be completed prior to formal bid and award of a construction contract for the remainder of the project.

**Background**

***Special Procurement Justification***

VO Engineering has been providing on-going professional geotechnical slope and foundation monitoring and analysis services on Fire Station 42 as the project's established Engineer of Record. VO Engineering was originally selected as the successful professional service provider in 2011. At the time, VO was selected over a number of other qualified firms, including Leighton & Associates, Ninyo & Moore, and Bureau Veritas, based on various evaluation criteria. The concrete cracking and station settling has been identified as a concern as early as 1990. Since then, there have been numerous studies and reports from various firms. Because of damage to apparatus

doors, binding of internal personnel doors, structural damage to the retaining wall, and continued settling of the building, the project was identified as a priority and funding was authorized for FY 2017/18.

***Recommendation***

Staff is recommending approval to authorize the Purchasing Manager to issue a professional services agreement to VO Engineering for engineering design services for the site stabilization of Fire Station 42.

**Attachment(s)**

1. Special Procurement Justification Form
2. Proposed Professional Services Agreement

## OCFA Special Procurement Justification Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Property Management	<b>Requested By:</b> Patrick Bauer/Chris DeCoursey, PE	<b>Date:</b> 2/6/2018
<b>Recommended Vendor:</b> V O Engineering	<b>Vendor Contact:</b> Nick Tracy, PE, GE	<b>Vendor's E-mail Address:</b> nick.tracy@vo-eng.com
<b>Vendor Address:</b> 13230 Evening Creek Drive, Suite 207, San Diego, CA 92127		<b>Vendor's Telephone #:</b> 858-391-8530
<b>Type of Contract:</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> 2/15/2018 thru 8/15/2018	<b>Contract Amount:</b> \$55,738.00
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		<b>Attachments:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

Professional engineering services including topographic survey & mapping, structural design, preparation of bid specifications & construction drawings, and obtain any necessary City of Lake Forest permits for the slope and foundation stabilization project on OCFA Fire Station 42 - Portola Hills.

2. **Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. Attach additional sheet if necessary.**

V O Engineering has been providing ongoing professional geotechnical slope and foundation monitoring and analysis services for the OCFA on Fire Station 42 as the project's established Engineer of Record since being informally selected as the successful professional service provider



**SECTION III – JUSTIFICATION (continued)**

in 2011. At the time, V O was selected over a number of other qualified firms, including Leighton & Associates (1998 initial site stress study engineer), Ninyo & Moore, and Bureau Veritas, based on quoted pricing, deliverables, design ingenuity, and service responsiveness to meet FAIRA required monitoring of the site's well documented historic and ongoing slope stability and foundation settlement issues.

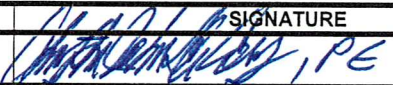

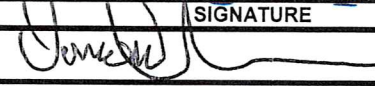
**3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.**

A quote was requested based on the findings of a 2017 ground penetrating radar and manometer study of the station's foundation prompted by the station's most recently reported and documented structural issues (wall cracks, door jamb settlement causing closure issues, slab cracks, etc.). Consultation with V O resulted in a negotiated ROM work scope, budget, and remediation plan for the slope and foundation stability issues. The ROM scope and budget was verified comparing like projects within the County.

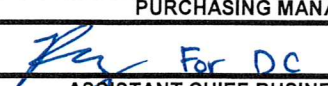
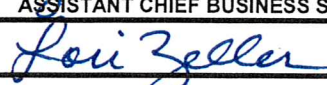
**4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**  
(If yes, please explain how and what the future costs will be.)

Yes. V O Engineering, as Engineer of Record for the project, would then be responsible for providing construction design support services and verification of repair workmanship for the slope and foundation stabilization construction contract. A detailed estimate of the construction support costs will be provided once the City of Lake Forest approved and permitted plans are obtained and the construction schedule from the successful bidder for the construction phase of the slope and foundation stabilization project is made available. Typical construction support cost is less than 10% of total construction costs dependent on the City's continuous inspection and compliance documentation requirements.

**Special Procurement Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Chris DeCoursey, PE		2/7/2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Patrick Bauer		2-7-18
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		2/8/18

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
	2/8/18
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	2/8/18

Executive Committee Approval Required ☒ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_



**Orange County Fire Authority**  
1 Fire Authority Road, Building C  
Irvine, CA 92602

December 14, 2017  
Project No.: V-0519-I

Attention: **Mr. Chris DeCoursey, P.E.**

Project: Fire Station No. 42 Improvements  
19150 Ridgeline Road  
Trabuco Canyon, California

Subject: Remediation Design Services Proposal

- References:
1. *"Update Geotechnical Forensic Study, Fire Station Facility No. 42,"* Prepared by VO Engineering, dated July 22, 2011.
  2. *"Supplemental Geotechnical Review,"* Prepared by VO Engineering, dated January 5, 2015.
  3. *"Supplemental Geotechnical Review,"* Prepared by VO Engineering, dated December 12, 2017.

Dear Mr. DeCoursey,

VO Engineering, Inc. (VOE) is pleased to submit our proposal for preparation of project plans for the design and construction of the remediation of Orange County Fire Station Facility No. 42 located in Trabuco Canyon, California. The proposed remedial work consists of repairing the existing concrete floor slab of the fire station facility by means of mudjacking and replacing the existing retaining wall along the northside of the west parking lot. Our scope of services for this project will be to prepare construction bid documents for the improvements and obtain the necessary permits from the City of Lake Forest. The estimated cost of services for the above-mentioned scope is as follows:

Task 1 – Preparation of Specifications	\$8,500.00
Task 2 – Topographic Survey/Base Mapping <sup>(1)</sup>	\$6,380.00
Task 3 – Construction Drawings <sup>(1)</sup>	\$11,000.00
Task 4 – Project Coordination and Processing <sup>(1)</sup>	\$8,800.00
Task 5 – Structural Design <sup>(2)</sup>	\$17,558.00
Task 6 – Project Management	\$3,500.00
<b>Estimated Total</b>	<b>\$55,738.00</b>

(1) Civil Engineering Services Subcontracted by Hale Engineering (see attached; cost plus 10%)

(2) Structural Engineering Services Subcontracted by Richard Brady & Associates (see attached; cost plus 10%)

Note that civil engineering design and structural design services will be provided by Hale Engineering and Richard Brady & Associates, respectively. Further details regarding their services, assumptions, and exclusions are provided as attachments.

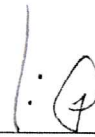
Construction phase services are not included within this proposal. If desired, a cost estimate can be provided when detailed project information and a construction schedule is available for review.

VOE appreciates being of service to you in this matter and we look forward to working with you. If you have any questions or require additional information, please do not hesitate to contact the undersigned at 858.391.8530.

Respectfully Submitted,  
VO Engineering, Inc.



Nick Tracy, PE, GE  
Geotechnical Engineer



Van Olin, PE, GE  
Principal Geotechnical Engineer

NT/VO: bm

Attachment: Hale Engineering Scope of Work  
Richard Brady & Associates Cost Estimate

Distribution: (1) Addressee, via email





7910 Convoy Court • San Diego, CA 92111  
P: (858) 715-1420

242 N. 8<sup>th</sup> Street • El Centro, CA 92243  
P: (760) 352-2716

Haleengineering.com

**SCOPE OF WORK  
FOR  
ORANGE COUNTY FIRE AUTHORITY  
Fire Station No. 42 – Retaining Wall Repair**

**Property Description:**

Fire Station No. 42

19150 Ridgeline Road, Trabuco Canyon, Lake Forest

**Part A: Topographic Survey/ Base Mapping**

1. Perform project research of record maps, plans and documents for the project property described above. Client shall provide a copy of the current title report(s), recorded grant deeds and exception documents.
2. Perform detailed topographic survey for proposed area of retaining wall replacement/improvements. The area includes the following:
  - Northerly retaining wall along the west side of the building.
  - 50 feet of the driveway and parking area on the south side of the wall
  - The slope along the north side of the wall.This does not include area outside of proposed improvements.
3. Plot boundary based on record documents. Current title report(s), grant deed(s), right-of-ways, easements and encumbrances shall be provided by client.
4. Plot record easements and right-of-ways depicted in the title report.
5. Plot existing utilities. This will be based on record drawings and visible improvements. This does not include irrigation lines.
6. Basis of Bearings shall record bearing of adjacent property line.
7. Prepare base map (20 scale) for the proposed area of the retaining wall replacement/improvements.
8. Provide a hard copy of the base map and survey (20 scale) and cadd file (Autocad format).
9. Datum shall be as indicated on the record drawings for the site grading and improvements.

**Topographic Survey/ Base Mapping Estimate: \$5,800.00**

Note: An alternate proposal can be provided to expand the topographic survey to include the entire driveway, parking area and southerly slope (Estimate: \$3,200.00).

**Part B: Construction Drawings**

1. Prepare Retaining Wall Repair Plan (20 scale). The plan shall include the following:
  - Existing conditions.
  - Proposed replacement retaining wall plan and profile
  - Proposed minor regarding of the slope behind the wall.
  - Proposed minor drainage system replacement and improvements.
  - Construction details (standard drawings and details are specified but not included).
  - Structural design and plan preparation and details shall be performed by Brady
2. Prepare Erosion Control Plan (20 scale).





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3. Perform limited hydrologic and hydraulic calculations for on-site drainage improvements. This includes review of the curb inlet on Chestnut Avenue.
4. Prepare quantity estimates.

**Construction Drawings Estimate: \$10,000.00**

**Part C: Project Coordination and Processing**

1. Perform site visit and provide assessment of the proposed retaining wall replacement
2. Provide assistance in preparation of the permit submittal package.
3. Provide assistance in processing of Construction Drawings with the City of Lake Forest.
4. Attend meetings with governing agencies as necessary for plan approvals.
5. Attend client and design team meetings.
6. Provide assistance in processing of non-plan items.
7. Plancheck corrections, required by the agencies, beyond the consultants control and reasonable expectations shall be considered part of project processing.

**Project Coordination: Time & Materials**  
**(Not to exceed \$8,000.00 without prior written authorization)**

**Assumptions:**

1. Environmental and permit applications if required can be performed as Additional Services.
2. Geotechnical engineering shall be provided by VO Engineering.
3. Structural engineering shall be provided by Brady and Associates.
4. This proposal assumes design will commence prior to February 1, 2018.
5. Fees are subject to increase on January 1, 2019.
6. Plancheck corrections, required by the agencies, beyond the consultants control and reasonable expectations shall be Additional Services.
7. Revisions due to changes in agency standards, requirements and/or regulations shall be performed as Additional Services.
8. Landscape plans shall prepared by others.
9. Review and analysis of off-site drainage facilities, beyond that stated in Part 'B', can be performed as Additional Services.
10. A SWQMP, if required, can be prepared as Additional Services.
11. A SWPPP, if required, can be prepared as Additional Services.
12. Construction staking and consultation can be performed as Additional Services.

**Does Not Include:**

- |   |                                     |
|---|-------------------------------------|
| 1. Structural and/or soils engineering      | 5. Legal descriptions/ plats        |
| 2. Agency fees                              | 6. Construction staking             |
| 3. Printing, plotting and reproduction work | 7. Consultation during construction |
| 4. Record drawings                          |                                     |

# BRADY

December 13, 2017

VO Engineering  
13230 Evening Creek Drive, Suite 207  
San Diego, CA 92128

**RE: Orange County Fire Authority, Retaining Wall Replacement**

Attention : Nick Tracy, 858-391-8530, [nick.tracy@vo-eng.com](mailto:nick.tracy@vo-eng.com)

**Scope of Work:**

BRADY will provide structural engineering services related to replacement of an existing masonry retaining wall for the Orange County Fire Authority, Fire Station Facility No. 42. BRADY will provide structural drawings and calculations signed and stamped by a licensed California professional engineer to be included as part of an overall permit package. Construction support including a site visit, contractor submittal review, and request for information responses.

**Overall Project Duration:**

BRADY estimates completion within 3 weeks from receipt of necessary information including Civil Survey and Geotechnical information.


**Proposed Budget:**

It is proposed to perform the work on a firm fixed price of **\$15,962**.

**Clarifications & Assumptions:**

1. Structural engineering only to be included as part of an overall package by client.
2. Allowance for up to 3 site visits including initial site visit, client meeting, and construction admin visit.
3. Reference VO Engineering Geotechnical Report (Project V-0156-C2) dated January 5, 2015.
4. Design for replacement of interior floor slab is not included as part of this project.
5. Topographic survey, existing utility surveys, civil drawings, MH design, borings, geotechnical by others.
6. Land Use, Environmental issues, permitting by others. Excludes any permit fees.

Sincerely,  
Richard Brady and Associates,



---

Brian Montesi  
Program Manager

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 8<sup>th</sup> day of February, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and VO Engineering Inc., a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a firm to provide geotechnical services at Orange County Fire Authority Fire Station 42 located at 19150 Ridgeline Road, Lake Forest, CA 92679, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated December 14, 2017, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal attached hereto as Exhibit "A." The Scope of Services includes by reference and by addendum Firm's Proposal ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Firm's Proposal and/or the terms

set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

## **1.2 Compliance with Law**

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

## **1.3 Licenses and Permits**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

## **1.4 Familiarity with Work**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

## **1.5 Care of Work**

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

## **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Purchasing Manager.

## **2. TIME FOR COMPLETION**

The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

## **3. COMPENSATION OF FIRM**

### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$55,738.00 (Fifty-Five Thousand, Seven Hundred Thirty-Eight Dollars).

### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

### **3.3 Changes**

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

### **3.4 Appropriations**

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

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

### **4.2 Schedule of Performance**

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

### **4.4 Term**

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect until project completion.

## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Nick Tracy.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

### **5.2 Contract Officer**

The Contract Officer shall be Chris DeCoursey, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

**5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm for services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**5.4.2** Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this



Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.6 Employee Retirement System Eligibility Indemnification**

**5.6.1** In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm and extending to California operations. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

**6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**6.2.1.2** If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

**6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

**6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CGL Insurance in the amount of at least one million dollars (\$1,000,000.00) combined

single limit for bodily injury, personal injury and property damage and one million dollars (\$1,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the

insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

**6.4 Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL Endorsements.** The policy or policies of insurance required by this Agreement for CGL Insurance shall be endorsed as follows:

**6.4.1.1 Additional Insured:** The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

**6.4.1.1.1 Additional Insured Endorsements:** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing.** Each CGL insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory

to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 6. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 Insurance for Subconsultants.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

**6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

**6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

## **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses,

liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement and Firm's provision of services contemplated by Exhibit "A" hereto, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

## **7. RECORDS AND REPORTS**

### **7.1 Reports**

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

### **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer 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.

### **7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request



of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

#### **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

#### **7.5 Confidential Materials**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

### **8. ENFORCEMENT OF AGREEMENT**

#### **8.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

#### **8.2 Waiver**

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

#### **8.3 Rights and Remedies are Cumulative**

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 or any other default by the other party.

#### **8.4 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

#### **8.5 Termination Prior to Expiration of Term**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

#### **8.6 Termination for Default of Firm**

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

#### **8.7 Attorneys' Fees**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

### **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

### **9.1 Non-Liability of OCFA Officers and Employees**

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

### **9.2 Covenant Against Discrimination**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

### **10.2 Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority  
Attention: Debbie Casper  
1 Fire Authority Road  
Irvine, CA 92602

**WITH COPY TO:**  
David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To Firm:

VO Engineering  
Attention: Nick Tracy  
13230 Evening Creek Drive South  
Suite 207  
San Diego, CA 92127

#### **10.2 Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

#### **10.3 Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **10.4 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 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 shall be interpreted to carry out the intent of the parties hereunder.

#### **10.5 Corporate Authority**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**"FIRM"**

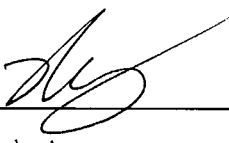
**VO ENGINEERING INC.**

Date: 2/8/18

By: 

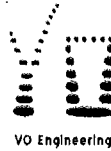
V. Blin, President

Date: 2/8/18

By: 

Nick Tracy, Engineer

## **Exhibit “A”**



**Richard Brady & Associates**  
3710 Ruffin Road  
San Diego, California 92123

February 9, 2018  
Project No.: V-0501-I

Attention: Mr. Brian Montesi, P.E.

**Project:** **Borrego Substation - Monopole**  
Borrego Valley Road  
Borrego Springs, California

**Subject:** **Construction Monitoring Report**

- References:
1. "Borrego Substation; Foundation Layout," prepared by San Diego Gas & Electric Company, dated August 22, 2017.
  2. "Substation Below Grade Construction Technical Specification – S76," prepared by San Diego Gas & Electric Company, dated August 12, 2014.

Dear Mr. Montesi:

This report presents VO Engineering Inc.'s, (VOE's) summary of observations and test results performed during construction of the new improvements for the Borrego Substation located in Borrego Springs, California. The project plans and specifications are listed in the above reference.

### **Project Description**

The project consisted of constructing a reinforced concrete pier to support a new monopole and the installation of a cable bridge and traffic barrier posts within Borrego Substation. Locations of these substation elements are provided in *Figure 1, Plot Plan* and results of laboratory testing are provided in *Appendix A*. Representatives of VOE provided periodic observation and inspection services from January 8 to 12, 2018.

### **Foundation Excavation**

The dimensions of the pier excavation were observed to be in general accordance with the referenced project plans. The shaft was over-excavated 2.5-feet vertically and 0.5-feet laterally because loose and collapsible soils were anticipated. The sidewall was stabilized with concrete slurry before pier foundation excavation. The bottom of the excavation was cleared of loose debris using a clean-out plate, and the excavation walls were not caving. All excavated soils and materials were removed off-site prior to placement of steel and concrete.

### **Steel Reinforcement**

A VOE representative inspected the placement and alignment of steel reinforcement within the foundation excavation. The reinforcing steel was observed to be in general accordance with the project plans.

### **Concrete Placement**

A VOE representative obtained concrete cylinder samples during the concrete pour within the foundations. The following day, the cylinders were transported to a lab for curing and compression testing. The results of the compression testing provided in *Appendix A* indicate that the average 28-day compressive strength of the concrete exceeded the required 4,000 psi.

### **Laboratory Testing**

VOE conducted laboratory testing on select material samples for quality control purposes and in support of the field density testing. The following tests were performed:

#### **Concrete Compressive Strength**

Concrete cylinders were tested for compressive strength in accordance with ASTM C39. The test method consists of applying a compressive axial load to molded cylinders at a rate which is within a prescribed range until failure occurs. The compressive strength of the specimen is calculated by dividing the maximum load attained during the test by the cross-sectional area of the specimen.

Based on the observations and testing, the foundations and conduit trench backfill were constructed in general accordance with the project plans and are considered suitable for the intended use (*See Appendix B – Daily Field Reports*). VOE appreciates the opportunity to be of service to you and your organization. Should you have any questions or comments, please do not hesitate to contact either of the undersigned at (858) 391-8530.

Respectfully Submitted,  
**VO Engineering, Inc.**

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Nick Tracy, PE, GE  
Geotechnical Engineer

---

Van Olin, PE, GE  
Principal Geotechnical Engineer

NT/VO:bm

Attachments:     Figure 1 – Plot Plan  
                         Appendix A – Concrete Compression Results  
                         Appendix B – Daily Field Reports

Distribution:     (1) Addressee, via email





**Orange County Fire Authority**  
1 Fire Authority Road, Building C  
Irvine, CA 92602

December 14, 2017  
Project No.: V-0519-I

Attention: **Mr. Chris DeCoursey, P.E.**

Project: Fire Station No. 42 Improvements  
19150 Ridgeline Road  
Trabuco Canyon, California

Subject: Remediation Design Services Proposal

- References:
1. "Update Geotechnical Forensic Study, Fire Station Facility No. 42," Prepared by VO Engineering, dated July 22, 2011.
  2. "Supplemental Geotechnical Review," Prepared by VO Engineering, dated January 5, 2015.
  3. "Supplemental Geotechnical Review," Prepared by VO Engineering, dated December 12, 2017.

Dear Mr. DeCoursey,

VO Engineering, Inc. (VOE) is pleased to submit our proposal for preparation of project plans for the design and construction of the remediation of Orange County Fire Station Facility No. 42 located in Trabuco Canyon, California. The proposed remedial work consists of repairing the existing concrete floor slab of the fire station facility by means of mudjacking and replacing the existing retaining wall along the northside of the west parking lot. Our scope of services for this project will be to prepare construction bid documents for the improvements and obtain the necessary permits from the City of Lake Forest. The estimated cost of services for the above-mentioned scope is as follows:

Task 1 – Preparation of Specifications	\$8,500.00
Task 2 – Topographic Survey/Base Mapping <sup>(1)</sup>	\$6,380.00
Task 3 – Construction Drawings <sup>(1)</sup>	\$11,000.00
Task 4 – Project Coordination and Processing <sup>(1)</sup>	\$8,800.00
Task 5 – Structural Design <sup>(2)</sup>	\$17,558.00
Task 6 – Project Management	\$3,500.00
<b>Estimated Total</b>	<b>\$55,738.00</b>

(1) Civil Engineering Services Subcontracted by Hale Engineering (see attached; cost plus 10%)

(2) Structural Engineering Services Subcontracted by Richard Brady & Associates (see attached; cost plus 10%)

Note that civil engineering design and structural design services will be provided by Hale Engineering and Richard Brady & Associates, respectively. Further details regarding their services, assumptions, and exclusions are provided as attachments.

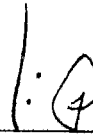
Construction phase services are not included within this proposal. If desired, a cost estimate can be provided when detailed project information and a construction schedule is available for review.

VOE appreciates being of service to you in this matter and we look forward to working with you. If you have any questions or require additional information, please do not hesitate to contact the undersigned at 858.391.8530.

Respectfully Submitted,  
VO Engineering, Inc.



Nick Tracy, PE, GE  
Geotechnical Engineer



Van Olin, PE, GE  
Principal Geotechnical Engineer

NT/VO: bm

Attachment: Hale Engineering Scope of Work  
Richard Brady & Associates Cost Estimate

Distribution: (1) Addressee, via email



7910 Convey Court • San Diego, CA 92111  
P: (858) 715-1420

242 N. 8<sup>th</sup> Street • El Centro, CA 92243  
P: (760) 352-2716

Haleengineering.com

**SCOPE OF WORK  
FOR  
ORANGE COUNTY FIRE AUTHORITY  
Fire Station No. 42 – Retaining Wall Repair**

**Property Description:**

Fire Station No. 42

19150 Ridgeline Road, Trabuco Canyon, Lake Forest

**Part A: Topographic Survey/ Base Mapping**

1. Perform project research of record maps, plans and documents for the project property described above. Client shall provide a copy of the current title report(s), recorded grant deeds and exception documents.
2. Perform detailed topographic survey for proposed area of retaining wall replacement/improvements. The area includes the following:
  - Northerly retaining wall along the west side of the building.
  - 50 feet of the driveway and parking area on the south side of the wall
  - The slope along the north side of the wall.This does not include area outside of proposed improvements.
3. Plot boundary based on record documents. Current title report(s), grant deed(s), right-of-ways, easements and encumbrances shall be provided by client.
4. Plot record easements and right-of-ways depicted in the title report.
5. Plot existing utilities. This will be based on record drawings and visible improvements. This does not include irrigation lines.
6. Basis of Bearings shall record bearing of adjacent property line.
7. Prepare base map (20 scale) for the proposed area of the retaining wall replacement/improvements.
8. Provide a hard copy of the base map and survey (20 scale) and cadd file (Autocad format).
9. Datum shall be as indicated on the record drawings for the site grading and improvements.

**Topographic Survey/ Base Mapping Estimate: \$5,800.00**

Note: An alternate proposal can be provided to expand the topographic survey to include the entire driveway, parking area and southerly slope (Estimate: \$3,200.00).

**Part B: Construction Drawings**

1. Prepare Retaining Wall Repair Plan (20 scale). The plan shall include the following:
  - Existing conditions.
  - Proposed replacement retaining wall plan and profile
  - Proposed minor grading of the slope behind the wall.
  - Proposed minor drainage system replacement and improvements.
  - Construction details (standard drawings and details are specified but not included).
  - Structural design and plan preparation and details shall be performed by Brady
2. Prepare Erosion Control Plan (20 scale).



7910 Convoy Court • San Diego, CA 92111  
P: (858) 715-1420

242 N. 8<sup>th</sup> Street • El Centro, CA 92243  
P: (760) 352-2716

Haleengineering.com

3. Perform limited hydrologic and hydraulic calculations for on-site drainage improvements. This includes review of the curb inlet on Chestnut Avenue.
4. Prepare quantity estimates.

**Construction Drawings Estimate: \$10,000.00**

**Part C: Project Coordination and Processing**

1. Perform site visit and provide assessment of the proposed retaining wall replacement
2. Provide assistance in preparation of the permit submittal package.
3. Provide assistance in processing of Construction Drawings with the City of Lake Forest.
4. Attend meetings with governing agencies as necessary for plan approvals.
5. Attend client and design team meetings.
6. Provide assistance in processing of non-plan items.
7. Plancheck corrections, required by the agencies, beyond the consultants control and reasonable expectations shall be considered part of project processing.

**Project Coordination: Time & Materials**  
**(Not to exceed \$8,000.00 without prior written authorization)**

**Assumptions:**

1. Environmental and permit applications if required can be performed as Additional Services.
2. Geotechnical engineering shall be provided by VO Engineering.
3. Structural engineering shall be provided by Brady and Associates.
4. This proposal assumes design will commence prior to February 1, 2018.
5. Fees are subject to increase on January 1, 2019.
6. Plancheck corrections, required by the agencies, beyond the consultants control and reasonable expectations shall be Additional Services.
7. Revisions due to changes in agency standards, requirements and/or regulations shall be performed as Additional Services.
8. Landscape plans shall prepared by others.
9. Review and analysis of off-site drainage facilities, beyond that stated in Part 'B', can be performed as Additional Services.
10. A SWQMP, if required, can be prepared as Additional Services.
11. A SWPPP, if required, can be prepared as Additional Services.
12. Construction staking and consultation can be performed as Additional Services.

**Does Not Include:**

- |   |                                     |
|---|-------------------------------------|
| 1. Structural and/or soils engineering      | 5. Legal descriptions/ plats        |
| 2. Agency fees                              | 6. Construction staking             |
| 3. Printing, plotting and reproduction work | 7. Consultation during construction |
| 4. Record drawings                          |                                     |

# BRADY

December 13, 2017

VO Engineering  
13230 Evening Creek Drive, Suite 207  
San Diego, CA 92128

**RE: Orange County Fire Authority, Retaining Wall Replacement**

Attention : Nick Tracy, 858-391-8530, [nick.tracy@vo-eng.com](mailto:nick.tracy@vo-eng.com)

**Scope of Work:**

BRADY will provide structural engineering services related to replacement of an existing masonry retaining wall for the Orange County Fire Authority, Fire Station Facility No. 42. BRADY will provide structural drawings and calculations signed and stamped by a licensed California professional engineer to be included as part of an overall permit package. Construction support including a site visit, contractor submittal review, and request for information responses.

**Overall Project Duration:**

BRADY estimates completion within 3 weeks from receipt of necessary information including Civil Survey and Geotechnical information.

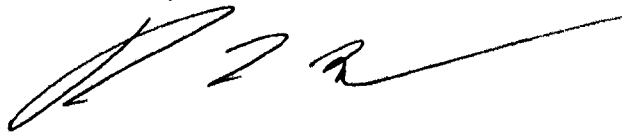
**Proposed Budget:**

It is proposed to perform the work on a firm fixed price of **\$15,962**.

**Clarifications & Assumptions:**

1. Structural engineering only to be included as part of an overall package by client.
2. Allowance for up to 3 site visits including initial site visit, client meeting, and construction admin visit.
3. Reference VO Engineering Geotechnical Report (Project V-0156-C2) dated January 5, 2015.
4. Design for replacement of interior floor slab is not included as part of this project.
5. Topographic survey, existing utility surveys, civil drawings, MH design, borings, geotechnical by others.
6. Land Use, Environmental issues, permitting by others. Excludes any permit fees.

Sincerely,  
Richard Brady and Associates,



---

Brian Montesi  
Program Manager

## **2. Management:**

For the Orange County Fire Authority (OCFA) Fire Station No. 42 Repair Project, VO Engineering, Inc. (VOE) has assigned Van Olin as the team lead and point of contact.

Van Olin, PE, GE

(858) 391-8530

van.olin@vo-eng.com

VO Engineering, Inc. (VOE) was founded by a registered geotechnical engineer with a diverse and proven track record throughout Southern California. Having served as vice president of leading geotechnical engineering and construction materials testing firms in Southern California, Mr. Olin has vast project experience with all geotechnical issues as well as working with public agencies. Mr. Olin has managed numerous as-needed geotechnical contracts with cities throughout Southern California.

VOE specializes in geotechnical engineering services utilizing the most effective field exploration methods for the project and site conditions. VOE is highly experienced in performing and logging borings and subsurface coring. In addition, VOE has the equipment and personnel to perform seismic refraction lines which determine the shear wave velocity of the subsurface materials and directly relate to the Site Classification as specified in the California Building Code. VOE has an experienced group of professionals to conduct the field work as well as a complete geotechnical laboratory to support our studies and construction monitoring services.

## **3. Personnel:**

VOE employs many qualified and talented engineers and geologists. For this project we anticipate that the following personnel will be utilized:

Van Olin, PE, GE      Principal Geotechnical Engineer  
Mr. Olin will be responsible for managing the project, communicating with the client, and reviewing the plans and specifications prior to submittal.

Nick Tracy, PE, GE      Project Geotechnical Engineer  
Mr. Tracy will be responsible for preparing the geotechnical specifications, communicating with the subcontractors, and ensuring that the geotechnical recommendations and specifications are incorporated into the project plans.

Resumes for Mr. Olin and Mr. Tracy are attached. No employees of VO Engineering Inc. have any outstanding litigation in which they are named a party. All employees are available for the entire term of the project with no limitations. All employees have relevant and current experience in this discipline. Individual experience is listed on each resume. For the sake of brevity each person's individual experience has not been listed in this section.

## **EDUCATION**

BS - Civil Engineering, 1985,  
University of British Columbia,  
Canada

## **REGISTRATIONS**

*Professional Engineers & Land  
Surveyors, California, RCE, RGE #  
2578*

*Arizona State Board of Technical  
Registration, Arizona, PE #31793*

*Professional Engineers &  
Geoscientists, B.C., Canada, P. Eng.  
#19177*

*Professional Engineers and Land  
Surveyors, Oregon, PE, GE #58850*

*Professional Engineers & Land  
Surveyors, Nevada, PE #13543*

*Professional Engineers and Land  
Surveyors, Washington, PE #28393*

## **Professional Summary**

Mr. Olin has been involved in nearly all facets of Geotechnical Engineering services. Responsibilities have included management of geotechnical engineering divisions; business development; communications with clients, architects, engineers, contractors, governing authorities, etc.; proposal preparation; project invoicing; supervision of 40+ technical and field personnel performing monitoring, laboratory and field testing during project design and construction phases; and analyses with state-of-the-art geotechnical and geoseismic computer software. Consulting services have been provided for power and utility, telecommunication, public works, school, hospital, college, commercial, and residential developments, as well as forensic projects.

## **Select Project Experience**

**Project Name and Location:** OCFA Fire Station No. 42, Trabuco Canyon, CA

Geotechnical Engineer of Record for a forensic geotechnical investigation of the structural distress to the existing building. Test pits, a manometer survey, ground penetrating radar, and laboratory tests were performed to evaluate the soils underlying the foundation and the adjacent retaining wall. Geotechnical recommendations were provided for the repair to the structures.

**Project Name and Location:** OCFA Fire Station No. 39, Laguna Niguel, CA

Geotechnical Engineer of Record for construction of the new fire station. Interesting geotechnical issues included highly expansive soils and drainage problems. Foundation design parameters were provided for the new fire station and shoring and retaining wall design recommendations were also provided for the wall north of the building.

**Project Name and Location:** Various Projects, San Diego Gas & Electric Company, San Diego/Orange County, CA 2003-Present

Project Manager for geotechnical investigations, development of relevant project specifications, and oversight during construction. Field exploration methods included trenching, drilling, and geophysical methods. Geotechnical parameters and recommendations were developed for substations, transmission structure foundations and underground installations; seismic factors, drilled piers, micropiles, retaining structures, subdrainage elements, earthwork, and pavements. Projects included the following:

- Rancho Mission Viejo Substation
- Santa Ysabel, Rincon, & Lilac Substation Expansions
- Boulevard to ECO 138 kV Tie-Line Wood to Steel Pole Conversion
- Sycamore Landfill Transmission Tower Relocation
- Creelman to Santa Ysabel 69 kV Tie-Line Wood to Steel Pole Conversion
- Boulevard - Old Highway 80 & Creelman Underground
- TL 685 & TL 616 Micropile Foundation Installation, Anderson Drilling
- TL 6914 Micropile Foundation Installation
- CNF Geotechnical/Foundation Design Peer Review

**EDUCATION**

BS Civil Engineering, 2004,  
California Polytechnic State  
University, San Luis Obispo

**REGISTRATIONS**

*Professional Engineers & Land  
Surveyors, California, RCE 74777*

*Member - American Society of  
Civil Engineers (ASCE)*

*Radiation Safety Officer (RSO)  
License*

*40hr OSHA Hazwopper*

**Total Years of Experience**  
14+

**Professional Summary**

Mr. Tracy has over fourteen years of experience providing a wide variety of geotechnical engineering services. He has performed geotechnical investigations using an array of techniques including hollow stem auger drilling equipment, cone-penetration testing equipment, backhoes, seismic refraction, and hand auger. He has prepared detailed reports of geotechnical findings with recommendations for foundation design, slope stability analyses, pavement design, liquefaction analyses, retaining wall design, and settlement analysis. Mr. Tracy also has extensive forensic project experience on slope failures, differential settlement conditions, and erosional issues. Consulting services have been provided for utilities, public works, school, hospital, college, commercial, and residential developments.

**Select Project Experience**

**Project Name and Location:** OCFA Fire Station No. 42, Trabuco Canyon, CA

Project Engineer for the forensic geotechnical investigation of the structural distress to the existing building. Performed 3 manometer surveys over the course of 5 years documenting the movement of the building foundation. Provided geotechnical recommendations for repair of the distressed building and adjacent retaining wall.

**Project Name and Location:** OCFA Fire Station No. 39, Laguna Niguel, CA

Staff Engineer during construction of the new fire station. Performed inspection of foundation excavations, construction of asphaltic pavement driveway and concrete flatwork, and backfill of utility trenches. Performed grading observations and compaction testing to ensure conformance with plans and specifications.

**Project Name and Location:** Structural & Materials Engineering Building, UCSD Campus, La Jolla, CA

**Project Role:** Project Engineer for new 5-story building on the UCSD campus. Performed the geotechnical investigation which included a combination of hollow-stem auger borings and seismic refraction lines. During construction of the project, Mr. Tracy also performed field monitoring services which consisted of observing over-excavation of the building pad, shoring installation, basement and retaining wall backfill, utility trench backfill, preparation of subgrade for concrete and asphaltic pavement areas, and fill placement for a bridge abutment. Interesting geotechnical issues included settlement analysis for a 25-foot deep utility trench, and foundation design for a portion of the building founded on engineered fill and a portion of the building founded on formational material.





#### **4. References/Related Experience:**

##### **Orange County Fire Authority**

**Type of Work Performed:** VOE conducted a forensic geotechnical investigation for the current structural distress of the existing Orange County Fire Station No. 42 located in Trabuco Canyon, California. VOE has previously prepared forensic geotechnical reports providing recommendations for the remediation of the fire station. VOE conducted a manometer survey, ground penetrating radar survey, and prepared reports summarizing the findings.

**Client Project Manager:** Chris DeCoursey  
Orange County Fire Authority  
(714) 573-6473

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##### **San Diego Gas & Electric On-Call Consulting Services**

**Type of Work Performed:** VOE provides as-needed geotechnical consulting and soils testing services for SDG&E's two civil engineering departments; the transmission team and the substation team. VOE conducts geotechnical investigations consisting of borings, seismic refraction surveys and test pits to provide SDG&E with foundation design parameters for new power poles and substation structures. A list of recent projects is provided below:

- Proctor Valley Substation;
- Santa Ysabel Substation Expansion;
- Transmission Line TL 637;
- Lilac Substation Expansion;
- Transmission Line TL 13844;
- Borrego Springs Substation Communications Monopole.

**Client Project Manager:** Craig Riker, PE  
SDG&E Substation Team Leader  
(858) 654-1654

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##### **City of San Diego Mohawk Pump Station**

**Type of Work Performed:** VOE provided geotechnical consultation for a new pump station and replacement of 7,600 linear feet of water lines. The geotechnical investigation included 8 hollow-stem auger borings. Foundation design parameters, retaining wall parameters, geoseismic hazard evaluation and grading recommendations were provided for the design of the project. Special problems included difficult excavations within a conglomerate formation containing cobbles.

**Client Project Manager:** John Harris, PE  
Michael Baker International  
(858) 453-3602

## **5. Subcontractors:**

VOE proposes the use of the following Subcontractors:

- 1) Hale Engineering – Civil Engineering Consultant  
7910 Convoy Court  
San Diego, CA 92111
- 2) Richard Brady and Associates – Structural Engineering Consultant  
2655 Camino del Rio North, Suite 100  
San Diego, CA 92108

A summary of each firm, experience, and personnel is attached.

## **6. Methodology:**

For the Fire Station No. 42 Repair Project, VOE is responsible for delivering construction bid documents for the repair of the fire station. These documents will include project plans and specifications. A general outline of VOE's approach to completing these tasks is summarized below:

### **PROJECT SET-UP**

- Review available literature and maps from previous studies performed at the site and near the site.
- Arrange a site meeting with OCFA and subcontractors to identify areas requiring remediation.
- Hale Engineering (Subcontractor) to provide a topographic survey and base mapping of the site.

### **PREPARATION OF CONSTRUCTION DOCUMENTS**

- VO Engineering to prepare project specifications and manage the work of the subcontractors.
- Richard Brady & Associates (Subcontractor) to provide retaining wall structural analysis and prepare drawings for the retaining wall.
- Hale Engineering to prepare construction drawings for the repair of the slab of the existing fire station.
- Construction documents to be submitted to OCFA for review prior to obtaining a permit

### **PERMITTING**

- Construction documents will be submitted to the City of Lake Forest for permitting.
- Plan check corrections will be provided as required by governing agencies.

VOE can begin work on the Fire Station No. 42 Repair Project immediately upon receipt of your authorization to proceed. VOE understands the importance of communications in completing successful projects. OCFA will receive weekly progress reports to ensure that the requested timeline is met and that each task item is fulfilled within the agreed upon budget.



## **COMPANY PROFILE**

**Hale Engineering** was founded with its incorporation in 1996 in the State of California (Hale Engineering & Surveying, Inc.). Today, Hale Engineering, under the leadership of its President (and Owner), Clint Hale, is a full service civil engineering, surveying and land planning firm with offices in San Diego and El Centro, California. The firm employs licensed civil engineers and land surveyors authorized to practice in the states of California, Nevada and Arizona.

With a current staff of 22 that includes six Registered Civil Engineers and three Professional Land Surveyors, Hale Engineering provides a wide range of professional civil engineering and surveying services. Hale Engineering is experienced in multiple agency coordination, having extensively interfaced with public agencies such as County and City of San Diego, County and City of Imperial, County and City of Riverside, County of Orange, SDG&E, Cal Edison, Caltrans, Coastal Commission, Regional Water Quality Control Board and various cities and public utilities throughout Southern California.

In compliance with the National Pollutant Discharge Elimination System (NPDES) General Permit, Hale Engineering currently staffs six certified QSD/QSPs. We are familiar with the State Water Resources Control Board requirements and have been providing QSD/P services to our clients.

Our Civil Engineering and Surveying Divisions are well versed in working on behalf of municipal clients. Depth in experience has also been gained by exposure to private development. Project experience spans initial land use planning, continuing with preliminary design, mapping/platting, and ultimately to the final design stage where the project is ready for bid and construction. Our experience also includes providing assistance during the bid process, construction staking and layout, field verifications, consultation during construction, record drawings, and project close-out.

We are familiar with the requirements of the County of Orange, State Water Resources Control Board, Cal Edison, Caltrans and various cities throughout the County. We have worked closely with and enjoy an excellent working relationship with the private sector as well as public agency personnel.

Hale Engineering also prides itself in maintaining up-to-date engineering design and surveying equipment. Our in-house, fully equipped civil 3D design stations are used for design, drafting, plan production, and interface with our survey equipment. Our list of survey equipment includes a fully equipped Leica GPS System 14, a Leica MS-60 Multi-station with 3D scanning, a Leica TS-16 robotic total station, and a Leica TC 1100L robotic total station.



Hale Engineering also maintains four vehicles fully equipped for survey and other field work, allowing us the capability of running four survey crews when necessary. We are committed to providing the resources necessary for the successful completion of all projects by maintaining current equipment, and fostering excellent relationships with independent contractors and sub-consultants who can supplement our in-house staff if necessary.

Hale Engineering has been and will continue to be Financially Responsible. We have been in business for 21 years. Looking forward, we have a strong and diverse group of clients providing us with a positive back log of work. Our core employee demographics, young (25 - 55 years of age) and energetic with experience, perpetuates the future Financial Responsibility of Hale Engineering.

**Hale Engineering** has extensive experience in the following engineering and surveying services:

#### Land Planning

- Community & Master Plan
- Feasibility Studies
- Land Use

#### Surveying and Mapping

- Right-of-Way Surveys
- Construction Staking
- Topographic Surveys
- Boundary Surveys
- Subsidence Level Monitoring
- ALTA Surveys
- Boundary Adjustments
- Subdivision Maps
- Record of Surveys
- Legal Descriptions and Plats
- Corner Records
- 3D Laser Scanning

#### Land Development Engineering

- Residential
- Commercial
- Industrial
- Schools
- Hotel
- Parks
- Churches
- Military

#### Storm Water Management

- Storm Water Quality Management Plan
- Water Pollution Control Plan
- Storm Water Management Plan
- Operations & Maintenance Plan
- Water Quality Technical Report
- Water Quality Improvement Plan
- Storm Water Pollution Prevention Plan
- SWPPP for Linear Underground Projects
- Qualified SWPPP Developer/Practitioner

#### Public Works

- Infrastructure
- Streets / Roadways
- Utilities

#### Plan Check

- Private Development
- Public Works
- Final Maps

#### Construction Management

- Administration
- Review



# Clinton E. Hale, RCE, PLS

*President*

## LICENSES/ CERTIFICATIONS

-Registered Civil Engineer, California, R.C.E. No. 42205

-Professional Land Surveyor, California, P.L.S. No. 6787

--Registered Civil Engineer, Arizona, R.C.E. No. 25935

-Registered Land Surveyor, Arizona, R.L.S. No. 33858

-Registered Civil Engineer, Nevada, R.C.E. No. 10471 (inactive)

-Certified QSD/QSP, Cert No. 00556

## EDUCATION

-B.S. Civil Engineering, 1984, San Diego State University

## PROFESSIONAL AFFILIATIONS

-Associated General Contractors

-American Council of Engineering Companies

-Building Industry Association

-Society of Military Engineers

-California Storm Water Quality Association

-Imperial Valley Economic Development Corporation

## STARTED FIRM

1996

## Professional Summary

As President of Hale Engineering, Clint Hale is responsible for overseeing business development, company administration and all design and surveying. He is both a Registered Civil Engineer and a licensed Professional Land Surveyor, and is directly involved in each of the above aspects of the firm.

Clint is also certified as a Qualified SWPPP Developer/Practitioner (QSD/QSP). Prior to establishing Hale Engineering in 1996, he was employed for over 12 years by a local engineering firm. With more than 32 years of experience, Clint is knowledgeable in all phases of design, construction and construction management of public works, including capital improvement projects, commercial, industrial, military, parks, schools and residential projects.

Clint has both led and contributed to design build teams that include geotechnical, structural, mechanical, electrical, architectural, landscape and traffic disciplines, planned and completed numerous large-scale projects, and testified in court as an expert witness for litigation related to engineering and surveying issues.



## LICENSES/ CERTIFICATIONS

-Registered Civil  
Engineer, California,  
R.C.E. No. 58007

## EDUCATION

-B.S. Civil Engineering,  
1995, San Diego  
State University

-Certified QSD/QSP,  
Cert No. 00588

## PROFESSIONAL AFFILIATIONS

- Associated General  
Contractors  
  
- Society of Military  
Engineers  
  
- California Stormwater  
Quality Association

## JOINED FIRM

1997

## Professional Summary

As a Senior Project Manager for Hale Engineering, Mark Henning is directly responsible for supervising multiple design engineers, ensuring that all work is completed and is in compliance with applicable design standards and client requirements. With 21 years of extensive experience in the multiple aspects of civil engineering design, Mark also monitors project schedules and budgets, and reviews work in progress to verify compliance with design documents. Mark has managed numerous projects which required the preparation of plans, specifications, cost estimates and bid documents; terrain modeling, hydrological and hydraulic studies; and sewer and water analysis; grading, drainage, utilities, roadway, surface improvements and erosion control design. His responsibilities include, but are not limited to preparing engineering documentation, coordinating governmental approvals and permits, conducting engineering investigations, preparing technical reports and correspondences. Mark is also certified as a Qualified SWPPP Developer (QSD), a Qualified SWPPP Practitioner (QSP), and a member of the California Stormwater Quality Association.

## Relevant Project Experience

NAVFAC Southwest & U.S. Army Corps of Engineers-  
Various Military Projects

Mark Henning has worked as the Senior Project Manager for our various military design-build projects from 2008 to the present. Hale Engineering has been the civil engineering & surveying sub-consultant on over \$800 million in prime contract awards. Some of the Military projects include, F-35 Joint Strike Fighter Hangers, Bachelor Enlisted Quarters (BEQs), Training & Recreation Facilities, Child Development Centers, Maintenance Complexes, among others. Most of these projects also included major infrastructure design such as, water distribution systems, sewer transmission systems, roadways, extensive parking lots and parking structures, open channel and closed conduit storm water conveyance systems, and above ground and below ground storm water storage facilities.



## Welk Resorts- Various Projects Escondido, CA

Mark has worked as Senior Project Manager for a variety of Welk Resorts projects since 1998, and continues to provide on-going civil engineering surveying services to date. The resort is constantly improving, thus the services that he provides cover a wide range projects,

including new buildings and development, improvements for ADA accessibility, utility upgrades, parking upgrades and various site enhancements and amenities. As Senior Project Manager, Mark was responsible for the preparation of sewer studies; sewer, water and storm drain improvement plans; rough and precise grading plans; horizontal control plans; earthwork calculations/terrain modeling; hydrologic/hydraulic calculations & drainage study; quantity /cost estimates. Some project examples include: Mountain Villas timeshare units, Mountain Springs clubhouse, Melody Hill & Harmony Hill recreation facilities, Boulder Springs clubhouse & recreation facility, & Villas on the Green timeshare units.



# Dale C. Gross, PLS

*Chief of Surveys*

## LICENSES/ CERTIFICATIONS

-Professional Land  
Surveyor, California,  
P.L.S. No. 7632

## EDUCATION

-Survey related  
courses/seminars at  
Mesa College &  
Caltrans

## PROFESSIONAL AFFILIATIONS

-California Land  
Surveyors Association

-San Diego Charter  
former Chapter  
Secretary

## JOINED FIRM 1997

## Professional Summary

Dale has 44 years of experience as a Licensed Land Surveyor in California, and over 18 years of experience as Chief of Surveys. As Director of the Survey Department for Hale Engineering, Dale is directly responsible for the coordination and scheduling of three survey crews, with respect to client's requests, and will be the primary supervisor & coordinator for this project. He is experienced in the preparation of record of survey maps, parcel maps, subdivision maps, corner records, ALTA surveys, topographic surveys, and GPS control. Dale also performs research mapping and prepares legal descriptions as well as providing all calculations and control for supporting the field crews. Dale has extensive experience in surveying commercial, residential, industrial, military, and municipal projects, including all aspects of construction staking.

## Relevant Project Experience

Various Projects- Sea World of California;  
San Diego, CA

Hale Engineering began providing on-going surveying services for Sea World of California in November of 1996, which continue to date. As the park is perpetually changing, the services that Hale Engineering provides cover a broad range including numerous topographic, boundary, and control surveys, along with providing construction staking, boundary calculations, and civil engineering design and consultation as requested. Dale has served as Chief of Surveys throughout the various projects provided for Sea World, and continues to do so to date. Some project examples we were involved in include: Journey to Atlantis, Shipwreck Rapids, and the Community Bike Path along the bay.



SOF Tactical Ground Mobility Training/Vehicle Maintenance Facility  
N.A.S. Fallon, NV

This design-build project began in August of 2015 and continues to date. Hale Engineering is providing full engineering and land surveying services to construct a seal team training support facility for Naval Special Warfare Group 1 & 2, tactical ground mobility training on approximately 9 acres. As Chief of Surveys, Dale has led and coordinated this project, performing a number of surveying services including detailed topographic surveying and base mapping.

Various Projects- Hotel Del Coronado  
San Diego, CA



Hale Engineering has been providing civil engineering and land surveying services for the Hotel Del Coronado for the past 17 years and continues to date. Dale has served as the primary Chief of Surveys for our projects under Hotel Del including the North Beach villas, the new Paseo Del Mar, the Hotel Renovation, and R.H. Dana improvements. Dale has been responsible for the coordination and scheduling of the survey crews and is currently providing a topographic survey and base mapping of the Hotel Del Coronado property.

## **REFERENCES**

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**Company: Home Fed**

1903 Wright Place, #220  
Carlsbad, CA 92008

**Contact:** Mr. Jeff O'Connor, PE

**Phone:** 760-602-3774

**Email:** jeff@hfc-ca.com

**Company: Hotel del Coronado**

1500 Orange Avenue  
Coronado, CA 92118

**Contact:** Mr. Bill Dodds

**Phone:** 619-522-8505

**Email:** bdodds@kslresorts.com

**Company: Harper Construction**

2241 Kettner Blvd, Suite 300  
San Diego, CA 92101

**Contact:** Mr. David Golden

**Phone:** 619-233-7900

**Email:** dgolden@harperconstruction.com

**Company: SDG&E**

8316 Century Park Ct.  
San Diego, CA 92123

**Contact:** Mr. Craig Riker, PE

**Phone:** 858-654-1654

**Email:** crikerr@semprautilities.com

**Company: San Diego Unified Port District**

P.O. Box 120488  
San Diego, CA 92112-0488

**Contact:** Mr. Angel Murillo

**Phone:** 619-725-6045

**Email:** cbrooke@portofsandiego.org

**Company: Sea World of California**

500 Sea World Drive  
San Diego, CA 92109

**Contact:** Mrs. Darlene Walter

**Phone:** 619-226-3626

**Email:** Darlene.walter@seaworld.com

**Company: Welk Resorts**

8860 Lawrence Welk Dr.  
Escondido, CA 92026

**Contact:** Jeff Edwards

**Phone:** 760-536-8117

**Email:** jedwards@welkgroup.com



# BRADY

Feb 1, 2018

VO Engineering, Inc.  
13230 Evening Creek Drive, Suite 207  
San Diego CA 92123

**Subject:** Proposal requirements related to the retaining wall replacement project for the Orange County Fire Authority.

Dear Mr. Tracy,

Richard Brady & Associates (BRADY) is pleased to submit proposal requirements related to the structural engineering portion of the retaining wall for the Orange County Fire Authority.

**Management:** Management oversight for this project will be by Brian Montesi, P.E., Vice President, Richard Brady & Associates.

**Personnel:**

Lead Structural Engineer: Lee Biggers, SE, PE (Resume Attached). Lee will be responsible for the design along with final stamp of the drawings and calculations. Lee has over 40 years of structural engineering experience and has completed numerous retaining wall designs.

Lead Project Engineer / Field Engineer: Jacob Finkler, PE (Resume Attached). Jacob is a licensed engineer and will be primarily responsible for day to day coordination of the project along with field investigations, attending meetings, and providing construction support. Jacob has over 11 years of experience with structural investigations and structural repair/replace projects.

Lead Designer: Joel Reyes (Resume Attached). Joel will be the lead CAD designer on the project and will be responsible for production of the completed drawing set.

**References / Related Experience:**

1) SDG&E: As needed structural engineering services.

Craig Riker 858-654-1654

BRADY was retained by SDG&E to provide as-needed structural engineering services for work on its capital improvement and maintenance projects. Since these services began in 2000, Lee Biggers, S.E., has provided services for the design and maintenance of numerous types of structures on over 50 substations. These services included control shelter buildings, substation walls (both screen and retaining), switch pad retaining walls, pole foundations, pad mounted equipment, concrete slabs, and seismic qualification report reviews. Additionally, the services have covered the design of substation facilities to include foundations, vaults, concrete pads, pole foundations, and demolition plans. Based on the quality of the services provided, Lee Biggers was also contracted to prepare an equipment pad foundation design manual.

Richard Brady & Associates

2655 Camino del Rio North, Suite 100, San Diego, CA 92123

(858) 496-0500

[www.richardbrady.com](http://www.richardbrady.com)

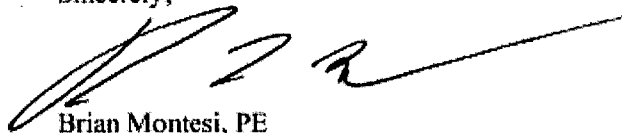
- 2) City of Huntington Beach: 21.5 MG Overmyer Reservoir Rehabilitation & Structural  
Debbie Debow 714-536-5528  
BRADY's structural evaluation of Overmyer Reservoirs 1, 2, and 3 led the City to demolish Reservoirs 1 and 2, (1.0 and 1.5 MG) and rehabilitate and structurally upgrade Reservoir No. 3 (21.5 MG). The structural portion scope of work included preparing the design and construction documents. Conducting a complete structural upgrade of the below-ground retaining wall system and roof supporting columns. Construction of new 25 foot high cast-in-place reinforced concrete retaining walls and structural upgrade to columns.
- 3) SDG&E Vine Substation Upgrade Retaining Walls:  
Sarah Kelly, 858-547-2003  
Brady was retained by SDGE to provide structural engineering services related to a new substation build by SDGE. BRADY designed the exterior retaining walls and worked with Hale Engineering on this project.

**Subcontractors:** No subcontractors are anticipated to be utilized by BRADY in order to complete the required work.

**Methodology:** A concise and clearly defined scope of work along with consensus of the final product will create the basis for a successfully executed design effort. This involves active input from the client, geotechnical and civil engineer along with agreement of schedule. Focus will be placed on interaction points between the geotechnical and civil such as soil parameters and final topography to provide a set of plans and calculations that are consistent across all disciplines. In addition, specific requirements from the local approving authority will be overlaid across the final product to ensure the plans adhere to local requirements. VOE, Hale, and BRADY have a long history of common projects including retaining wall design and construction projects.

We look forward to the opportunity to work with the Orange County Fire Authority and are committed to providing the expert resources and excellent client service for which BRADY is known. If you have any questions, please call me at (858) 496-0500 or by email at [bmontesi@rbrady.net](mailto:bmontesi@rbrady.net).

Sincerely,



Brian Montesi, PE  
Vice President

**BRADY**



**JOINED FIRM**  
2003

**EDUCATION**  
M.S., Civil  
Engineering, San  
Diego State  
University, 1973

B.S., Civil  
Engineering with  
Honors, North  
Carolina State  
University, 1964

**LICENSES /  
CERTIFICATIONS**  
Structural  
Engineer,  
California, No.  
S1825

Civil Engineer,  
California,  
No.C18330

Professional  
Engineer in WA, VA,  
NC, FL, TX, OK, CO

NCEES, No.22539

## **Lee Biggers, SE, PE**

*Structural Engineering*

### **Professional Summary**

Lee Biggers, S.E., has over 40 years of experience in the structural engineering profession, and has been responsible for the structural design of construction projects collectively totaling over \$500M in construction cost. He has designed single and multi-story residential buildings, schools, waterfront structures, bridges, water / wastewater structures, and airfield hangars. Mr. Biggers has also performed forensic investigations, peer reviews, rehabilitations, seismic studies, expert witness litigation, and value engineering over the course of his career. He has prepared PS&E packages, provided structural design, assessed structural stability and load-bearing capacities, and conducted seismic evaluations for new and existing structures. Reflecting his contributions to the profession, Mr. Biggers was inducted as a Fellow of the Structural Engineers Association of California.

Mr. Biggers will provide structural engineering services on this contract.

### **Project Experience**

**Structural Engineer of Record, Artesian Substation Walls, San Diego, California (San Diego Gas & Electric)** – BRADY was retained by San Diego Gas & Electric to provide the structural design for over 350 linear feet of concrete and masonry retaining walls, the structural design for over 1,200 linear feet of 12 foot masonry screen walls, and the structural design for two 30-feet by 10 feet swing and sliding vehicular gates and supports. This was a challenging assignment for a number of reasons. One of the main design aspects of this project dealt with designing the retaining wall to withstand the loads applied to them by the large amount of earth being retained (which was up to 12 feet, 8 inches). The concrete retaining walls also had to carry additional wind and seismic loads from the 12-foot masonry screen wall, which was placed on top of the retaining wall. Finally, the 30-foot span of the sliding and vehicular gates made for a difficult design due to the steel lateral support posts, which had to meet the owner's strict design requirements.

**Structural Engineer of Record, U.S. Navy Cabrillo Substation retaining walls, San Diego, California (San Diego Gas & Electric)**– Mr. Biggers, Principal Structural Engineer with BRADY was retained as structural consultant for over 1,300 linear feet of retaining walls, varying up to 25 feet in height, for SDG&E's Navy Cabrillo Substation in the Point Loma area of San Diego, California. This project proved complex for a number of reasons. The primary challenge resided in the site's location on a hillside, with a 120-foot elevation differential, which made the terrain extremely difficult to work with. The site was bisected by an earthquake fault, which further added to the project's complexity. Both reinforced concrete and masonry materials were used in the construction of this project.

**Structural Engineer of Record, Sempra Mission Control Building Addition, San Diego, California (San Diego Gas & Electric)** – Mr. Biggers was retained as structural consultant for the design of a 14,300 square foot, two-story structurally independent addition to SDG&E's Mission Control Building. This building overlooks Highway 805 and Friars Road in San Diego, California. The building is steel framed with composite concrete floor and roof decks. As a highly essential facility, this building was designed to resist earthquake forces significantly greater than those required by current building code. Special concentric braced frames were used to resist earthquake and wind forces.

# **Lee Biggers, SE, PE**

## *Structural Engineering*

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**Structural Engineer of Record, Silvergate Power Plant Seismic Analysis, San Diego, California (San Diego Gas & Electric)** – BRADY was retained to provide a complete set of drawings that depicted the existing structural support system of the Silvergate Power Plant and to provide preliminary analysis of the building's lateral force resisting system capabilities as they pertain to the current California Building Code. The original design of the Silvergate Power Plant began in the 1940's and continued through the 1950's. The building was designed and built in four phases. Each phase consisted of a unique design and constantly changing standards while still keeping with the same basic floor layout. BRADY also provided a preliminary structural analysis of the existing lateral force resisting system to determine if the building was compliant with current code requirements. In order for this to be achieved, our engineers had to have an understanding of both current and the 1940's building materials, design standards, and analysis procedures.

**Structural Engineer of Record, Seismic Studies of Various Administration Buildings, San Diego, California (San Diego Gas & Electric)** – Lee Biggers was retained for this unique project. This project consisted of a seismic review of five SDG&E buildings in the City of San Diego: The Silvergate Power Plant Administration Building, which totaled 20,000 square feet; the Encina Power Plant Control Buildings, which totaled 16,800 square feet; the Center City Operations Building, totaling 5,850 square feet; and Station A Service building, which was 80,000 square feet. Lee Biggers and BRADY prepared a comprehensive seismic study to identify and address any seismic deficiencies in the five SDG&E concrete buildings.

**Structural Engineer of Record, Point Loma Substation Soldier Pile Retaining Wall, San Diego, California (San Diego Gas & Electric)** – Lee Biggers and BRADY were retained by San Diego Gas and Electric to provide structural engineering services (as well as construction management services) for the design of a major retaining structure as part of the overall upgrade of this substation and in response to a California Public Utility Commission audit relating to this specific requirement. The project consisted of the installation of vertical galvanized structural steel wide flange members encased in concrete in drilled piers. Treated timber lagging spanned between the wide flange soldier piles. Stability and erosion control was provided for residential rear yards for backfill heights up to 18 feet. Total wall length was 115 feet. In addition to retaining up to 18 feet of backfill, the wall was also designed to guy two high voltage power transmission poles at a number of locations.

**Structural Engineer of Record/Structural Inspector – Otay Water Treatment Plant Upgrades, Phases 1 & 2; San Diego, CA (City of San Diego)** – BRADY provided engineering and construction support services for the upgrade of the 40 million gallon per day (MGD) Otay Water Treatment Plant. The upgrade was necessary to meet and exceed stricter Federal and State drinking water regulations and increase performance, capacity and reliability. BRADY's scope of services included design for upgrades of the existing water filters, a chemical storage tank farm, a new powdered activated carbon (PAC) facility and ancillary piping and structures. Mr. Shroyer managed the BRADY team's review of construction submittals, RFI's and technical support to issue that arose in the field. He also helped the City of San Diego update the existing project SWPPP to meet the requirements of the new Construction General Permit.

**Structural Engineer – 21.5 MG Overmyer Reservoir Rehabilitation and Structural Upgrade – Huntington Beach, CA (City of Huntington Beach)** – Mr. Biggers provided structural engineering services for the 21.5MG Overmyer Reservoir Rehabilitation. Following a detailed structural evaluation of the City of Huntington Beach's Overmyer Reservoir 1, 2, and 3, and based on recommendations from Richard Brady & Associates, the City elected to demolish Reservoirs 1 and 2, which held 1.0 and 1.5 million gallons, respectively. The City of Huntington Beach then elected to rehabilitate and structurally upgrade the larger 21.5 million gallon Overmyer Reservoir No. 3. To accomplish this task, the City retained Richard Brady & Associates to prepare design and construction documents. The upgrade of Overmyer Reservoir No. 3 included a complete structural upgrade of the below-ground retaining wall system and roof supporting columns. New 25-foot high cast-in-place reinforced concrete retaining walls and structurally-upgraded columns were built. In addition to the reservoir upgrade, Richard Brady & Associates also provided reservoir appurtenance improvements to valves, vaults, piping, and the complete replacement of an adjacent booster pump station.

# **Lee Biggers, SE, PE**

*Structural Engineering*

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## **Structural Engineer – Utilities Operations Yard Upgrade; Huntington Beach, CA (City of Huntington Beach) –**

Mr. Biggers was responsible for structural design plans and specifications for a new expansion and upgrade to the Utilities Operations Yard. Structural design included the renovation and seismic upgrade of an existing administration building (8,389 sf), two new one-story buildings (11,096 sf and 6,714 sf), and an addition to an existing building (990 sf). A new covered storage area (4000 sf), fluoride tank cover structure (1470 sf), a new covered parking area (3350 sf), and additional site work were also included in the design. Provided field quality control during the construction. This project won the 2011 Project of the Year award from the Southern California Chapter of the American Public Works Association (APWA).

## **Structural Engineer – Whitegates Reservoirs and Pump Stations; Riverside, CA (City of Riverside) –**

The Design/Build (D/B) project included design of two reservoirs and two pump stations. The new reservoirs provide a combined capacity of 9 MG with two pump stations capable of operating at 1600 MGD. Each of the two pump stations included utility service entrance, metering and power distribution, interior lighting, level, flow and pressure instruments, control panels with PLCs and spread spectrum wireless communications, VFDs and/or soft start motor controllers. Provided complete design, construction support, inspection and startup and commissioning services in support of this impressive project submitted for award to the Design Build Institute of America (DBIA).

## **Structural Engineer – Peck Reservoir Booster Pump Station Upgrades; Huntington Beach, CA (City of Huntington Beach) –**

Project consisted of electrical, mechanical and structural upgrades to an existing water booster pump station to provide dual mechanical/electrical drive capabilities for four (4) existing 350 HP pumps. Primary project objective included evaluating the feasibility of upgrading existing Natural Gas (NG) engine driven pumps with right angle gear drives by adding combination gear drives and 350 HP variable speed electric motors to make electrical energy the new prime mover rather than the NG engines. The study required close coordination with Southern California Edison (SCE) to determine the capacity of the utility's distribution system in a densely populated residential area and ultimately resulted in the recommendations to proceed with establishing a new 1.5 MVA service from the existing 12kV distribution system to serve the booster station. Details of the upgrade included a new 2000A, 480V service, Low Harmonic variable frequency drives (VFDs) to ensure IEEE 519 compliance, and various structural and mechanical upgrades to achieve the space required for the new equipment. Structural additions included an equipment mezzanine, an electrical building, a pump canopy structure, and a security room.

## **Structural Engineer – 3 MG Elkhorn Boulevard Reservoir; Sacramento, CA (City of Sacramento) –**

BRADY provided structural engineering services for the design of an above-grade prestressed concrete reservoir located on the south side of Elkhorn Boulevard near the Natomas East Main Drainage Canal in Sacramento, CA. BRADY provided structural drawings, calculations, and specifications. The structural engineering design included the reservoir structure and the required pile foundation design to mitigate the adverse effects of undocumented fill and highly expansive clay soils across the majority of the site, as well as potentially liquefiable soils. Structural engineering design services were in accordance with ACI 350.3, Seismic Design of Liquid-Containing Concrete Structures, AWWA D11.0 - AWWA Standards for Wire and Strand-Wound Circular, Prestressed Concrete Water Tanks, and the California Building Code.

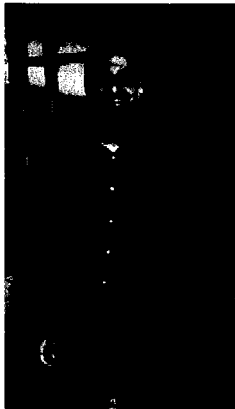
## **Structural Engineer - Sewer Pump Stations #24 & #26; Huntington Beach, CA (City of Huntington Beach) –**

Mr. Biggers provided structural engineering services for BRADY's complete design and construction support services for this project which involved the demolition and replacement of existing deteriorated undersized pump stations along with the replacement and realignment of connecting pipelines. The scope of work included preparation of all contract documents; design of below-grade cast-in-place concrete structures, including pump rooms located 20 feet below the highest surface grade; construction support services, all of which were located below the street in a residential neighborhood; maintaining service of the existing pump station and connecting piping during construction; utilization of on-site sheet piling to locate the pump station wall adjacent to an existing residential screenwall and hydraulically driven to limit noise and vibrations.

**BRADY**

**Jacob Finkler, P.E.**

*Resident Engineer/Inspector*



**JOINED FIRM**  
2016

**PROFESSIONAL  
EXPERIENCE BEGAN**  
2006

**LICENSES AND  
CERTIFICATIONS**  
Professional  
Engineer, California,  
No. 77580

**EDUCATION**  
M.S., Structural  
Engineering,  
University of  
California, San Diego,  
CA, 2007

B.S. Civil  
Engineering,  
University of  
Minnesota, MN,  
2006

B.A., Mathematics,  
Macalester College,  
MN, 2004

**PROFESSIONAL  
AFFILIATIONS**  
American Society of  
Civil Engineers

Structural Engineers  
Association of  
California

American Concrete  
Institute

## **Jacob Finkler, P.E. | Construction Management**

Jacob Finkler has 11 years of experience in engineering consulting, specializing in the evaluation and inspection of existing structures and the corresponding execution of repairs, modifications, and upgrades. Recent work with SDG&E as a resident engineer/inspector includes: leading engineering review meetings, management and coordination of subconsultants, review of submittals, and general program management support. He has performed engineering investigations on hundreds of varying infrastructure facilities including utility vaults, retaining walls, bridges, pipelines, and waterfront structures across the United States and abroad. In addition to his inspection experience, Mr. Finkler has experience putting together and understanding construction documents for civil infrastructure projects. Past clients include many municipalities, energy corporations, utility owners, the U.S. Navy, state DOTs, and other facility owners Worldwide.

### **Project Experience**

#### **Inspector Team Leader – AT&T Utility Vault Inspections, Southern California Region.**

Provided engineering assessment services in support of new fiber optic cable installation throughout Southern California. The scope of services included engineering inspection and identification of allowable core locations in over 300 utility vaults. A signed and stamped core certification report was produced for each vault. Responsible for oversight and coordination of engineering team and participation in vault inspections.

#### **Resident Engineer/Project Manager, SDG&E Civil-Structural Engineering Professional Services, San Diego, California.**

SDGE Civil-Structural Engineering services awarded BRADY a multimillion dollar contract to act as a prime supplier for professional services in support of Transmission, Distribution, and Substation Projects. This includes the management of 20-plus subconsultants (including Civil, Structural, Geotechnical, Landscaping, Construction Management, Inspection, and Testing) who are currently performing work on behalf of SDGE. This was awarded as a 3-year contract with two 1-year renewable options. Responsible for management of task orders with subconsultants, review and coordination of submittals, and execution of work.

#### **Inspection Team Leader – Clubhouse Lake System Improvements, Fairbanks Ranch Association, California.**

Oversaw execution of above and below water condition assessment at the Clubhouse Lake Dam, with a focus on the piping outlet structures. The effort included production of plans, specifications, and estimates for improvements to the existing facilities. Construction management services were provided on behalf of the owner for execution of the work.

#### **Project Manager – Lift Station #9 Rehabilitation, South Coast Water District, Dana Point, California.**

Executed structural investigation and condition assessment in a confined space concrete dry well structure. The effort included evaluation of several rehabilitation options, from which a fiber reinforced polymer (FRP) solution was selected. Design of repairs and the production of construction documents was followed by construction supported services.

# **Jacob Finkler, P.E.**

## *Project Engineer*

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**Resident Engineer – Miguel Synchronous Condenser, San Diego, California.** Provided resident civil-structural engineering services during construction for San Diego Gas & Electric (SDGE) in support of a \$60M project. Represented SDGE through leading engineering review meetings, managing and overseeing subconsultants, and conducting reviews of submittals, RFIs, and many other changing field conditions.

**Inspector Team Leader – Chlorine Contact Tank Structural Assessment, North City Water Reclamation Plant, City of San Diego.** Oversaw structural investigation and condition assessment of one chlorine contact tank. The effort included material sampling, non-destructive evaluation, and a visual assessment of exposed surfaces inside the tank. The results of this assessment are incorporated into a larger design project at the facility involving relocation of large filtering equipment onto the top of existing chlorine tanks.

**Inspector Team Leader – El Morro Reservoir No. II Tank Inspection, City of Laguna Beach, California.** Lead the structural condition assessment of a 5 MG rectangular concrete reservoir. Assembled assessment report that included documentation of findings, photos, figures, prioritization and recommendations for repairs, and estimates of probable costs. Follow-on work to include a seismic analysis and design of repairs for the existing structural systems

**Title: Project Manager, North Embarcadero Visionary Plan, Phase 1, San Diego, California.** Urban waterfront renovation project in downtown San Diego, with a construction cost of \$30M. Project engineer for above water inspection and condition assessment report. Executed design of a water quality treatment band, concrete foundations and anchorages, and various architectural elements; designed repairs to existing marine structures; prepared drawings, specifications, and cost estimates; and interdisciplinary project coordination. Assistant project manager for construction support services.

**Assistant Project Manager, Navy Pier and G Street Mole Park Feasibility Study, Port of San Diego, California.** Assistant project manager oversaw assembly of a feasibility report that reviewed several waterfront development alternatives with rough order of magnitude cost estimates.

**Project Engineer, SDG&E Vault Cover Condition Assessment, San Diego, California.** Project engineer for preliminary and design-level field inspections and preparation of field reports. Efforts included assessment and inventory of electric vault structures, above and below ground in confined spaces.

**Engineer-Diver, Hyperion Water Treatment Plant Outfall Pipe, Los Angeles, California.** Engineer-diver performed underwater inspection work. The one-mile long, approximately 20-foot-diameter outfall pipe carries wastewater treatment plant effluent into the ocean. Inspection focused on the concrete pipe encasement and concrete pipe support collars.

**Professional Summary**

Mr. Montesi specializes in engineering, design, management and quality control of construction and engineering contracts for both horizontal and vertical construction. His structural experience include the rehabilitation of tanks and reservoirs, underground structures and vaults, along with new building construction. In addition he has worked extensively in proposal and scope of work generation, cost estimating, self-perform construction management, engineering project management, budget and cost analysis, project scheduling, supplier and subcontract management, drawing and specification development, regulatory compliance, and project closeout. Mr. Montesi has a thorough understanding of Design-Build and Design-Bid-Build project delivery methods and has successfully completed projects in the private and public sectors within the United States, Europe, Asia, and South America.

**JOINED FIRM**

2012

**EDUCATION**

B.S. Civil Engineering  
University of  
California, Irvine June  
1991

**LICENSES /  
CERTIFICATIONS**

Professional  
Engineer, California,  
No. C57485

**Project Experience****Program Manager – SDGE Civil Structural Engineering Professional Services**

SDGE Civil Structural Engineering services awarded BRADY a multimillion dollar contract to act as a prime supplier for all their current professional services subcontracts to support Transmission and Substation Projects. In addition to self-performing structural, civil, and construction management, the program includes the management of 20 plus subconsultants including (Civil, Structural, Geotechnical, Landscaping, Construction Management, Inspection, and Testing) that are currently doing work on behalf of SDGE. This was awarded as a 3 year contract with 2 one year renewable options. Responsible for management of Master Service Agreement (MSA) between SDGE and BRADY, setup of MSA's with each subconsultant, staffing designations, pricing, subconsultant scope development, overall program management, management of BRADY engineering staff, and performing in the role as a resident engineer.

**Design Project Manager, Roof Replacement Project, Cal America Water, CA**

BRADY was tasked to produce construction documents for the design, permit, bid, and construction of two existing Cal America Water potable water tanks (1.6MG and 1.5MG capacity). The goal of the project was to replace the existing roof system with a newer aluminum roof, improve the tanks strength based on current seismic codes and provide improvement to various appurtenances. BRADY participated in the bid process along with submittal review and managing 3<sup>rd</sup> party inspections on behalf of the client. The construction documents included drawings, specifications, basis of design, calculations, and construction schedule.

**Program Manager / Project Manager, ACS/BRADY JV - MCAS Camp Pendleton**

The Joint Venture between BRADY & ACS was awarded an JOC contract for various utility projects covered under NAICS Code 237110, Water and Sewer Line and Related Structures, 237120 Oil and Gas Pipeline and Related Structures, and 237130 Power and Communications Line and Related Structures at various locations within the MCAS Camp Pendleton. The base year amount was \$4,500,000 for one year with an option to extend the base year contract. Responsible for responding to and preparing both design/build and construction proposals issued by the Government under this contract, overall project management, and BRADY oversight/management of the BRADY/ACS Joint Venture.



# **Brian Montesi, PE**

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## **Designer Quality Control Manager, N62473-13-D-4611, Delivery Order 0004 NAVFAC, NAWS China Lake, Replace HVAC & Doors**

BRADY was tasked with the design and construction involved with replacement of 10 existing HVAC units along with doors associated with a Historical Building. Due to the nature of the facility utilizing explosives in their normal operations, 100% outside air, and low humidity requirements, a custom designed HVAC system was developed to meet the requirements. These units are in an existing Historic Building with limited space. In addition, all exterior doors had to be replaced with custom doors to maintain the historic building requirements.

## **Project Manager / Designer of Record, N62473-13-D-4611, Delivery Order 0003 NAVFAC, NAWS China Lake, FMS Research Lab**

BRADY was tasked with the design and construction of a new ground up 5000 SF LEED Silver office building to house Navy personnel. This included the new building along with foundation, connection to existing utilities, and interior design including procurement and installation of furniture, fixtures & equipment to make a fully functional office space.

## **Project Manager / Quality Control Manager, N62473-13-D-4611, Delivery Order 0002 NAVFAC, NAWS China Lake, Construction to Place 3 Modular Pre-Engineered Buildings at Range Control Center**

BRADY was tasked with the relocation of 3 existing modular units. These units were transported a distance of approximately 30 miles, installed on a new foundation, and rehabilitated to convert them to new office spaces. A new foundation was built, along with all the necessary underground utilities to support the relocated units.

## **Program Manager, INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) / MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC) Contract N62473-13-D-4611, NAVFAC, NAWS China Lake**

BRADY was awarded an IDIQ / MACC contract for new construction and renovation of general construction and incidental work at various locations within the Naval Air Weapons Station (NAWS) China Lake. The base year amount was \$35,000,000 for one year with an option to extend the base year contract. Responsible for responding to and preparing both design/build and construction proposals issued by the Government under this contract.

## **Design Project Manager, Phase 1 & 2 Water Tank Repair, City of Oceanside, CA**

BRADY was tasked to produce design package for two existing City of Oceanside potable water tanks (3MG and 5MG capacity). The investigation was to determine retrofit options to bring the two pre-stressed water tanks up to current seismic code. Work activity included tank cleaning utilizing a diving team, tank investigation, and completion of a design package for bid purposes to the City of Oceanside. The design package included drawings, specifications, engineers estimate, and construction schedule.

## **Project Manager / Quality Control Manager, N62473-13-C-4404, NAVFAC, NAF El Centro, ELR21-14T Replace Utility Pumps with Efficient Pumps**

BRADY was tasked with the removal and replacement of 8 existing pumps at the water treatment facility at NAF El Centro. The work included design of new pump system along with new Variable Frequency Drives (VFD)'s, piping modifications and pad replacement, testing, and configuration.

## **Corporate Project Controls Support, Savannah River Remediation - Saltstone Disposal Unit 6 (SDU6) - Department of Energy (DOE)**

Savannah River Remediation LLC chose BRADY to construct the Saltstone Disposal Unit (SDU) 6, at the Savannah River Site SRS, located near Aiken, South Carolina. The project entails the construction of a 32 million gallon prestressed concrete reservoir to act as a low level radioactive solid waste disposal unit. The mission of the Saltstone Facility at SRS is to process and dispose of low level radioactive salt solution from the liquid waste processing facilities.

**EXHIBIT A - CONFIDENTIALITY AGREEMENT**

The undersigned, a duly authorized officer of

VO Engineering Inc.  
(Type or print complete legal name of firm),

does hereby represent, warrant, and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the OCFA's operation which are designated confidential by OCFA and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: 1-25-2018

Van Olin  
Name of Offeror

By: [Signature]  
Authorized Officer

**EXHIBIT B - CERTIFICATION OF NON-DISCRIMINATION**

**TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL**

Offeror hereby certifies in performing work or providing services for OCFA, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Offeror shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this 25<sup>th</sup> day of January, 2015.  
2016.

OFFEROR VO Engineering Inc.  
(Type or print complete legal name of firm)

BY [Signature]  
(Signature)

Name Van Olun  
(Type or print)

Title President

Address 13230 Evening Creek Dr Suite 207

City San Diego State CA Zip 92128

**EXHIBIT C - NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL**

(Name) Van Olin, being first duly sworn, disposes and says that he or she is

(Title) President of

(Company) VO Engineering Inc.  
the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit

this 25<sup>th</sup> day of January, 2015.  
2015

OFFEROR

VO Engineering Inc.  
(Type or print complete legal name of firm)

BY [Signature]  
(Signature)

Name Van Olin  
(Type or print)

Title President

Address 13230 Evening Creek Dr Suite 207

City San Diego State CA Zip 92128

**EXHIBIT D - ADDITIONS, DELETIONS, AND/OR EXCEPTIONS**

Please state any and all Additions, Deletions, and/or Exceptions that you are taking to any portion of this RFQual. If not addressed below, then OCFA interprets such as that the Offeror will adhere to all terms and conditions listed.

None



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 22, 2018

Agenda Item No. 3E  
Consent Calendar

**Sole Source Blanket Order Extension for  
Fire Training Equipment Maintenance and Support**

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**Contact(s) for Further Information**

Dave Anderson, Assistant Chief  
Support Services Department

[daveanderson@ocfa.org](mailto:daveanderson@ocfa.org)

714.573.6006

Patrick Bauer, Property Manager

[patrickbauer@ocfa.org](mailto:patrickbauer@ocfa.org)

714.573.6642

**Summary**

This agenda item is submitted for approval to extend the sole source blanket order with Kidde Fire Trainers (KFT) for fire training equipment maintenance and support of proprietary KFT equipment used by OCFA.

**Prior Board/Committee Action(s)**

At the January 15, 2015, meeting, the Executive Committee approved a sole source blanket order contract with Kidde Fire Trainers for an aggregate amount not to exceed \$100,454 for a three-year period.

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to increase the current sole-source blanket order with Kidde Fire Trainers by \$1,034 (from \$34,479 to \$35,513) for the current contract year.
2. Approve and authorize the Purchasing Manager to extend the sole source contract for one additional and final year at the increased amount of \$36,578.

**Impact to Cities/County**

Not Applicable

**Fiscal Impact**

Funding for this contract has been approved in the Adopted FY 2017/18 General Fund budget, specifically in the Support Services Department budget for services and supplies.

**Background**

***Sole Source Justification***

Kidde Fire Trainer (KFT) is the manufacturer of the original live fire training equipment that was installed at the OCFA's Regional Fire Operations and Training Center (RFOTC) training grounds when the facility was built. As the designer, manufacturer, and installer of the fire training equipment, KFT is the only company authorized to provide maintenance support services for the proprietary equipment.

***Fire Trainer T2000 and O-1000 Live Fire Training System***

KFT's training systems, controlled by computer and fueled by propane or natural gas; allow realistic fire training in a safe and environmentally sound manner. These training systems have been widely adopted by municipal, airport, and industrial fire departments, as well as military and maritime fire training organizations worldwide.

The Authority has used the live fire training system since relocating its operations to the RFOTC and is the device used to train its personnel for various situations involving fire inclusive of fire behavior, structural firefighting, and other training scenarios requiring the use of live fire for maximum training effectiveness.

The original contract authorized price increases of five percent per year. Staff negotiated the current contract as was approved in 2015, which resulted in reduced pricing and a reduced annual price increase of three percent per year for a total five-year period.

***Recommendation***

Staff is recommending approval to renew the sole source blanket order contract for the final two terms, increasing the current blanket order contract with Kidde Fire Trainer for an amount not to exceed \$35,513 for the current contract year. Additionally, authorize the Purchasing Manager to extend the contract at the increased amount of \$36,578 for the final renewal year. The increase is requested in accordance with the previously approved Proposal for Maintenance Support Services dated December 16, 2014.

***Attachment(s)***

Sole Source Request Form

## OCFA Sole Source Request Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Property Management	<b>Requested By:</b> Patrick Bauer	<b>Date:</b> 2/1/2018
<b>Recommended Vendor:</b> Kidde Fire Trainers, LLC	<b>Vendor Contact:</b> James Gould	<b>Vendor's E-mail Address:</b>
<b>Vendor Address:</b> 17 Philips Parkway, Montvale, NJ 07645-1810		<b>Vendor's Telephone #:</b> 201-300-8100
<b>Type of Contract:</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> 02/01/2018-01/31/2020	<b>Contract Amount:</b> \$72,091
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

This service provides maintenance support services provided by Kidde Fire Trainers for the Fire Trainer T2000 and O-1000 Live Fire Training System. More detail is provided in the attached proposal.

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

Kidde Fire Trainer is the manufacturer of the original live fire training equipment that was installed at the OCFA's Regional Fire Operations and Training Center (RFOTC) training grounds when the RFOTC facility was built. Kidde is the only company authorized to provide maintenance support services for the proprietary equipment.



**SECTION III – JUSTIFICATION (continued)**

Training and property management staff have looked for other vendors that could potentially provide service but due to the nature and age of equipment, Kidde staff are more capable of providing the service necessary.

**3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.**

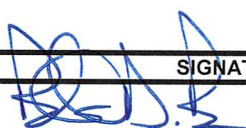

Purchasing staff has negotiated a new annual price of \$32,500 beginning in FY 15/16

subject to an annual price increase of three percent annually. 18/19 will be \$35,513 and 19/20 will be \$36,578


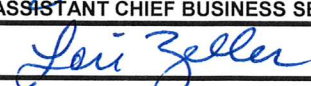
**4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**  
(If yes, please explain how and what the future costs will be.)

During the next two years of the existing contract, alternative systems will be evaluated to determine if an updated system would be beneficial to the organization.

**Sole Source Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
PATRICK BAUER		2-2-18
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Dennis Gans		2-6-18
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Mark	David Anderson	2/6/18

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
 For DC	2/8/18
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	2/8/18

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_

**PROPOSAL**

for

**MAINTENANCE SUPPORT SERVICES**

for the

*FireTrainer®T2000 and O1000 Live Fire Training Systems*

located at the

**Orange County Fire Authority  
1 Fire Authority Road  
Building A  
Irvine, CA 92602**

**Prepared For:**

**Orange County Fire Authority  
1 Fire Authority Road  
Building A  
Irvine, CA 92602**

**Prepared By:**

**Kidde Fire Trainers  
17 Philips Parkway  
Montvale, NJ 07645-1810**

**16 December 2014**

## **1.0 SCOPE**

This document provides a description of the maintenance support services provided by Kidde Fire Trainers, for the Fire Trainer®T2000 and O-1000 Live Fire Training System owned and operated by the Ornage County Fire Authority.

## **2.0 APPLICABLE DOCUMENTS**

Kidde Fire Trainers supplied Operation and Maintenance Manual for the Fire Training Equipment.

## **3.0 MAINTENANCE PHILOSOPHY**

Kidde Fire Trainers Technical Support Programs are designed to assist the Owner in the upkeep of the Fire Training Equipment by providing regularly scheduled support and unscheduled (corrective) support. Of critical importance to the success of any trainer support program is the participation of the Owner's training and support personnel in keeping detailed records, regularly performing system checks, providing interim maintenance and following troubleshooting procedures outlined in the Operation and Maintenance Manual.

## **4.0 SUMMARY OF PROVIDED SERVICES**

### **4.1 Planned (Preventive) Support**

At a predetermined interval, Kidde Fire Trainers will schedule a site visit by a trained technician to evaluate the Fire Training Equipment and implement all scheduled adjustments and parts replacements to ensure that the system is at a fully operational state. This service will include the following:

- Check the operating performance of all fireplaces and make adjustments as required.
- Clean and/or replace all filter elements.
- Inspect all fans and blowers and lubricate all bearings.
- Inspect all pilot spark igniters and replace as required.
- Inspect all pilot spark flame rods and replace as required.
- Inspect the fuel control station and make adjustments as required.
- Clean the fuel control station inlet strainer
- Inspect and calibrate all gas detection assemblies.
- Inspect and adjust all smoke generators
- Inspect the Programmable Logic Controller battery and replace as required.
- Clean all equipment cabinets

Kidde Fire Trainers will provide Two (2) scheduled support visits per year at 6-month intervals. The approximate length of each visit will be 2 days.

#### **4.2 Unplanned (Corrective) Technical Support**

Upon receipt of a request from the Owner, Kidde Fire Trainers will schedule a site visit by a trained technician to evaluate and repair the Fire Training Equipment. The complexity of the required repair will determine the length of the visit. Kidde Fire Trainers will furnish all parts, material, and labor required.

#### **5.0 EXTENT OF COVERAGE**

##### **5.1 Items to be Maintained**

Kidde Fire Trainers responsibility for Technical Support includes the Fire Training Equipment hardware and software provided by Kidde Fire Trainers as described in the Operation and Maintenance Manual.

##### **5.2 Exclusions**

Kidde Fire Trainers will not be responsible for the following:

- System hardware that has been abused or damaged.
- Loss of the Owner's ability to train because of conditions beyond Kidde Fire Trainers control.
- Other exclusions are set forth in Kidde Fire Trainers Service Terms and Conditions.

#### **6.0 OWNER RESPONSIBILITIES**

Consistently safe and reliable operation of the Fire Training Equipment depends on professional operation and quality scheduled support by skilled operating and maintenance personnel. Kidde Fire Trainers, therefore, requires the cooperation of the Owner in the following areas:

##### **6.1 Routine Record Keeping**

The Owner shall maintain daily log of Fire Training Equipment performance during training.

##### **6.2 Interim Maintenance**

The Owner shall perform all interim maintenance tasks as described in the Operation and Maintenance Manual and maintain a log of all tasks performed. Owner will be responsible for keeping the equipment and associated equipment rooms neat and clean. If Kidde Fire Trainers is required to perform scheduled support, such as cleaning spilled smoke fluid from internal components due to improper handling, Kidde Fire Trainers will bill the service at the rate outlined under unplanned corrective maintenance to perform the clean-up.



### **6.3 Approved Materials**

All parts required during interim maintenance of the Fire Training Equipment shall be selected in accordance with the approved parts list provided in the Operation and Maintenance manual.

### **7.0 PERIOD OF PERFORMANCE**

Kidde Fire Trainers will initiate Technical Support at the Owner's facility following the receipt and subsequent acceptance of a formal contract or purchase order. Coverage provided in accordance with the plan and period stipulated in the contract or purchase order.

All equipment to be included under this agreement shall be listed on this agreement, and is subject to inspection by Kidde Fire Trainers, prior to the commencement date.

All equipment two (2) years or older will be subject to a pre-contract inspection charge. The inspection charge is waived if the equipment meets Kidde Fire Trainers standards. The customer shall pay all charges incurred in restoring the equipment to good operating condition at the standard Kidde Fire Trainers Time and Material Pricing Structure listed below.

### **8.0 TECHNICAL SUPPORT PROGRAM PRICING STRUCTURE**

#### **8.1 Maintenance Pricing for a Single Year**

Kidde Fire Trainers's proposal for our Technical Support Program for a one-year period starting 1 February 2010 will consist of the following:

- Two (2) on-site schedule support visits.
- On-call corrective support, as required.
- Required replacement parts.

**Kidde Fire Trainers's firm fixed price for this program is \$32,500 (Thirty Two Thousand Five Hundred Dollars). Our price will remain valid for a period of 90 days. Invoices submitted quarterly. Payment terms are Net 30 days.**

#### **8.2 Maintenance Pricing for a Five Year Period**

Kidde Fire Trainers proposal for our Technical Support Program for a five year period starting 1 February 2015 will consist of the following:

- Two (2) on-site schedule support visits.
- On-call corrective support, as required.
- Required replacement parts.

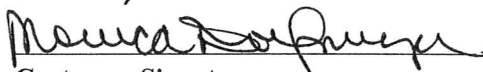
Kidde Fire Trainers's firm fixed price for this program is \$155,290 (One Hundred Fifty-Five Thousand Two Hundred Ninety Dollars). Our price will remain valid for a period of 90 days. Invoices will be submitted semiannually. Payment terms are Net 30 days.

## 9.0 OPTIONAL RENEWALS

### 9.1 Optional Renewals Technical Support Program

Year	Period	Amount
Two	02/1/16 – 01/31/17	\$33,475.00
Three	02/1/17 – 01/31/18	\$34,479.00
Four	02/1/18 – 01/31/19	\$35,513.00
Five	02/1/19 – 01/31/20	\$36,578.00

Accepted by:

  
Customer Signature

Monica Dorfmeier  
Supervising Purchasing Agent  
Print Name & Title

PO #: \_\_\_\_\_

Date: 2/2/15

<b>Billing Address:</b>	<b>Shipping Address:</b>
<b>Contact:</b>	
<b>Phone:</b>	<b>Fax:</b>

## 10.0 TIME AND MATERIAL PRICING STRUCTURE

### Unplanned (Corrective) Support (without coverage)

Cost are billed at the following rates:

Labor	\$190.00 per hour
Travel time	\$140.00 per hour
Parts and materials	List minus 10%
Airfare	Actual cost

## KIDDE FIRE TRAINERS - SERVICE TERMS AND CONDITIONS

**ARTICLE 1: WORK** Kidde Fire Trainers shall provide the equipment, data, services and/or training listed in accordance with Kidde Fire Trainers' formal quotation, statement of work and specifications.

**ARTICLE 2: FACILITIES FURNISHED BY BUYER** Without cost to Kidde Fire Trainers, Buyer shall furnish the necessary site, easements, facility, utilities, access and other to allow for the proper maintenance services to be provided, and water, air, light, and power at the locations of the work sufficient for Kidde Fire Trainers to fulfill its responsibility requirements, identified in the aforesaid Statement of Work (Attachment 1). Buyer shall also identify and provide such permits, priorities or other order of public authorities as may be necessary for Kidde Fire Trainers to perform the maintenance work described in of the aforesaid Statement of Work (Attachment 1) on a non-interference basis. Buyer agrees to provide a safe and secure workplace for Kidde Fire Trainers' personnel including but not limited to:

- (a) Buyer will provide us with an overview of the site hazards prior to work beginning;
- (b) Buyer will provide utility and other system connections in a condition that is safe and properly locked/tagged out in accordance with appropriate OSHA regulations in order to ensure the safety of Kidde Fire Trainers personnel;
- (c) Buyer will provide appropriate work area controls so as to prevent unauthorized access to the area where work being performed by Kidde Fire Trainers personnel is occurring; and
- (d) Buyer will remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

**ARTICLE 3: BUYER'S REPRESENTATIVE** Buyer shall provide a representative authorized to act for Buyer under this contract. The representative shall be available during normal working hours as often as may be necessary to implement Buyer's responsibilities under this contract. All formal correspondence under this contract shall be addressed to and forwarded from the parties' representatives as identified and to the addresses specified below:

**BUYER:**

Buyer To Provide Name and Address In Writing:

**SELLER:**

Contracts Program Manager  
Kidde Fire Trainers, LLC  
17 Philips Parkway Montvale,  
NJ 07645-1810 USA

**ARTICLE 4: TIME OF COMPLETION** Kidde Fire Trainers will deliver the equipment, data and/or services to the Buyer's designated site in accordance with schedule set forth in its quotation.

**ARTICLE 5: DELAYS AND EXTENSION OF TIME** Notwithstanding any contract provisions to the contrary, Contractor's acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond its reasonable control including, but not limited to, the Force Majeure events set forth in Article 13, and/or the act, omission, neglect, fault or default of others not under the control of Kidde Fire Trainers. The additional time allowed shall be, at a minimum, a period equivalent to the delay.

**ARTICLE 6: CONTRACT PRICE AND PAYMENTS** The price to be paid by Buyer to Kidde Fire Trainers for the performance of the work specified in Article 1 hereof shall be as set forth in Kidde Fire Trainers' quotation, which price includes all taxes or contributions at the present rate imposed by the Federal or State governments on Kidde Fire Trainers' payrolls and compensation to its employees. The contract price is based on one mobilization to unload the material and another when Kidde Fire Trainers begins installation. Buyer shall be responsible for the cost of any additional mobilizations to the extent they are caused by the delay of Buyer or its subcontractors. The cost of additional mobilizations shall be set forth in Kidde Fire Trainers' quotation.

Unless otherwise specified, the prices shown do not include any other taxes. Unless prohibited by statute, Buyer agrees to pay to Kidde Fire Trainers the amount of any Federal, State, City or other tax that Kidde Fire Trainers may be required to pay on account of the ownership at the place of delivery, or the manufacture, transportation, sale or use of the product which is the subject of this order.

Payments shall be made to Kidde Fire Trainers as set forth in Kidde Fire Trainers quotation. Payment with respect to goods ordered is due 30 days following invoice by the Kidde Fire Trainers. Buyer shall reimburse Kidde Fire Trainers for its reasonable costs and expenses, including without limitation attorney's fees, incurred in connection with the institution of legal proceedings to collect any past due indebtedness hereunder.

### **ARTICLE 7: ENTIRE CONTRACT**

- (a) These terms and conditions along with Kidde Fire Trainers quotation shall constitute the entire agreement between the parties with respect to the subject matter hereof.
- (b) This contract shall supersede all prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.
- (c) No agreement or understanding in any way modifying these terms and conditions will be binding upon Kidde Fire Trainers unless made in writing and signed by an authorized employee of Buyer and Kidde Fire Trainers.
- (d) The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of these Terms shall not affect the remainder of such articles or paragraphs or any other article or paragraph of these Terms, which shall continue in full force and effect.

**ARTICLE 8: INCREASE IN COST** If the contract delivery schedule is greater than twelve (12) months, the Contract Price may be adjusted annually on the anniversary of the execution date to reflect increases in material and labor costs. If the "Producer Commodity Prices for Metals and Metal Products Index" increases by 30% or more, the Kidde Fire Trainers reserves the right to increase the contract price by 10%.

### **ARTICLE 9: INSPECTION AND ACCEPTANCE**

- a) **INSPECTION** - During the progress of the work and up to the date of equipment acceptance, Kidde Fire Trainers shall at all times afford the Buyer every reasonable, safe and proper opportunity for inspecting all the work done.
- b) **ACCEPTANCE** - Within five (5) days of completion of the maintenance services, Kidde Fire Trainers shall notify Buyer in writing of the date completion. The Certificate of Acceptance, included as Attachment 1, shall be signed by Buyer at successful completion of each maintenance service.



## KIDDE FIRE TRAINERS - SERVICE TERMS AND CONDITIONS

### **ARTICLE 10: WARRANTY**

- (a) Kidde Fire Trainers warrants to Buyer that any part will be free from defects in materials or workmanship for a period of three (3) months (but not longer than its useful life) from the date of part shipment.
- (b) Warranty adjustment
  1. If any defect appears within the warranty period, Buyer shall immediately provide Kidde Fire Trainers written notice.
  2. Buyer's sole and exclusive remedy shall be for Kidde Fire Trainers to repair or furnish a replacement part for any part, which, upon test and examination by Kidde Fire Trainers, proves defective within the above warranty.
- (c) Exclusions from Warranty
  1. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY KIDDE FIRE TRAINERS IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY KIDDE FIRE TRAINERS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
  2. Kidde Fire Trainers will not be liable for any special or consequential damages or for loss, damages or expense directly or indirectly arising from the use and maintenance of the Equipment or any inability to use such equipment either separately or in combination with any other equipment or material or from any other cause, nor shall Kidde Fire Trainers be liable for personal injury, death, or property damage arising from or connected with the use or maintenance of the Equipment made the basis of this agreement.
  3. The warranty does not extend or apply to any part of which the part or equipment has been subjected to misuse, neglect, accident, or improper use in violation of any Kidde Fire Trainers' operator's manual.
  4. The warranty does not extend or apply to any part of which the part or equipment has been repaired, altered, or disconnected by any party other than Kidde Fire Trainers unless under the direction of Kidde Fire Trainers.

**ARTICLE 11: INSURANCE** Kidde Fire Trainers shall carry Contractor's Comprehensive Bodily Injury and Property Damage Liability Insurance and shall comply with Worker's Compensation Laws relating to the compensation of its injured workmen and will provide Buyer with a Certificate of Insurance upon request.

Buyer shall be responsible for and, at Buyer's option and expense shall insure against theft, vandalism or all other damage to, destruction of and loss of use of Buyer's existing property and all deliverable Article 1 equipment as well as Kidde Fire Trainers property located on the Buyer's property or in the Buyer's facility, due to fire or other perils, prior to, during or after acceptance, however caused.

**ARTICLE 12: LIMITATION OF LIABILITY** To the extent permitted by law, the aggregate liability of Kidde Fire Trainers hereunder whether in contract, tort (including negligence) or otherwise, will be limited to one times the contract value, provided however the foregoing limitation does not limit the liability of Kidde Fire Trainers for any injury to, or death of a person, caused by the gross negligence of Kidde Fire Trainers.

Under no circumstances shall either party be liable for special, indirect, or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty or otherwise. Kidde Fire Trainers will not be liable for any breach of this Contract unless written notice of the claim is given to Contractor within one (1) year of the date of the occurrence of the breach.

**ARTICLE 13: FORCE MAJEURE** Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, acts of terrorism, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. In the event of a force majeure claim by either party, Kidde Fire Trainers does not waive Buyer's duty to comply with the terms of **Article 6** or any other payment schedule agreed upon by the parties.

**ARTICLE 14: PROPRIETARY INFORMATION** "Proprietary Information" shall mean all information, data, manuals, drawings, designs, or software disclosed by, authorized to be disclosed by, or otherwise obtained from Kidde Fire Trainers, LLC, its affiliates or subsidiaries, in connection with this contract (including the Statement of Work)

Unless the Buyer has received Kidde Fire Trainer's express written consent to the contrary, Buyer shall: (a) use the Proprietary Information solely for the purposes of this contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information. Except that with respect to (c), Buyer may disclose Proprietary Information to a third party contracted by Buyer to perform emergency repair work for the Buyer, where the item or process concerned is not otherwise reasonably within Buyer's capabilities to enable timely performance of the work, provided that the disclosure of information shall be made solely for the purpose of repair work for Buyer and shall be provided together with the legend below.

The attached legend (Attachment A) shall be completed and included on any reproduction which includes any Proprietary Information.

**ARTICLE 15: SETTLEMENT OF DISPUTES OR DISAGREEMENTS** In the event of any dispute or disagreement arising under this contract, it is mutually agreed, that upon written notice of either to the other party, both Buyer and Kidde Fire Trainers will attempt settle such dispute or disagreement.

If both parties agree that a dispute or disagreement is of such nature that it cannot be settled as provided for above, then by mutual agreement of the parties such dispute or disagreement may be submitted to arbitration in accordance with the Rules of the American Arbitration Association in which event, the decision of the arbitrators shall be final and binding upon both parties.

**ARTICLE 16: GOVERNING LAWS** The laws of the state of New Jersey, USA excluding its conflict of laws provisions, shall govern the terms of this Agreement and all rights and obligations hereunder. No conflict of laws provisions will be applicable. Provided that the dispute is not submitted to arbitration pursuant to Article 15, any disputes arising from this agreement shall be venued in the Courts of New Jersey.





**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**February 22, 2018**

**Agenda Item No. 3F**  
**Consent Calendar**

**Sole Source Blanket Order Increase**  
**for International Truck Parts, Maintenance, and Repair**

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**Contact(s) for Further Information**

Dave Anderson, Assistant Chief  
Support Services Department

[daveanderson@ocfa.org](mailto:daveanderson@ocfa.org)

714.573.6006

Rick Oborny, Fleet Manager

[rickoborny@ocfa.org](mailto:rickoborny@ocfa.org)

714.573.6651

**Summary**

This agenda item is submitted for the approval to increase funding for the previously approved blanket order contract with Westrux International for the purchase of International Truck parts, maintenance, and repair services as-needed.

**Prior Board/Committee Action**

At the May 21, 2015, meeting, the Executive Committee approved a one-year contract (with two additional one-year renewal options) to Westrux International, for an annual amount not to exceed \$35,000.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to increase the sole source contract with Westrux International by \$35,000 (from \$35,000 to \$70,000) for the current contract ending May 31, 2018.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for this contract has been approved in the Adopted FY 2017/18 General Fund Budget, specifically in the Support Services Department budget for services and supplies.

**Background**

Fleet Services is responsible for the maintenance and repair of all 525 vehicles and apparatus in the OCFA fleet. Included in the fleet are twenty-seven apparatus that are manufactured on an International chassis. The types of International apparatus include Type III Brush Engines, Water Tenders, Fuel Tenders, and a Stake Side Truck, all various years and mileage. The primary objective of these units is for off-road wildland operations.

Since May 21, 2015, Fleet Services has maintained a sole source blanket order contract with Westrux International for the as-needed purchase of parts, maintenance, and repair services for our International Fleet. The sole source blanket order contract was approved by the Executive Committee at its May 21, 2015, meeting, with an annual not to exceed amount of \$35,000. During the first two years of the contract annual expenditures did not exceed \$35,000; however, due to this year's extreme fire season there has been increased use of our International apparatus that has resulted in an unanticipated increase in the need for additional maintenance and repair services.

Staff estimates an additional \$35,000 is needed to continue maintaining the International apparatus through the current contract ending date of May 31, 2018.

***Recommendation***

Staff is recommending approval of an increase of \$35,000 to the existing sole source contract with Westrux International for the remainder of the contract's term.

**Attachment(s)**

Sole Source Request Form

## OCFA Sole Source Request Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Fleet Services	<b>Requested By:</b> Frank Grisenti	<b>Date:</b> 02/06/18
<b>Recommended Vendor:</b> Westrux International	<b>Vendor Contact:</b> Rob Manley	<b>Vendor's E-mail Address:</b> rmanley@westrux.com
<b>Vendor Address:</b> 15555 Valley View Ave Santa Fe Springs CA 90670		<b>Vendor's Telephone #:</b> 562-404-1020
<b>Type of Contract:</b> <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Increase	<b>Contract Term (Dates):</b> 05/21/15 to 05/31/18	<b>Contract Amount:</b> \$70,000
<b>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</b>		<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**  
Parts, service and repair of type III brush trucks, water tenders and other International trucks. Types of repairs are EGR coolers, injectors, DPF (diesel particulate filters) high pressure injector pumps, engine head work, body paint, purchasing seat belts, door latches, switches, seals, mirrors and other international specific parts for repair.
2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**  
Used the International Trucks websight to locate authorized dealers within 50 miles of 92602. Based on the website Westrux International Santa Fe Springs is closer, offers most services of all the listed authorized service providers.

Radius of 50 miles allows for rapid service  
& return to service.

**SECTION III – JUSTIFICATION (continued)**

Example body work, mobile service, DPF cleaning, dynamometer, electric engine diagnostics on other engine models

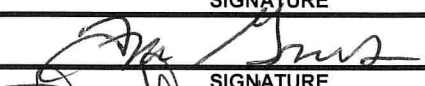

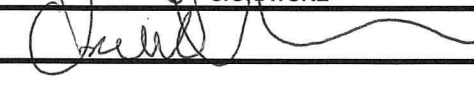
**3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.**

Contact vendor ask for quote on parts, labor, warranties and to show any discounts provided. Compare information to previous information.


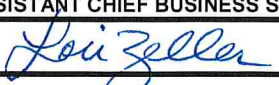
**4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**  
(If yes, please explain how and what the future costs will be.)

No

**Sole Source Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Frank Grisenti		02/06/18
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Rick Oborny		02/07/18
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		2/14/18

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
	2/14/18
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	2/14/18

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_





**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**February 22, 2018**

**Agenda Item No. 3G**  
**Consent Calendar**

**Sole Source Purchase of Motorola 800MHz Portable Radio Battery Chargers**  
**Utilizing County of Orange Agreement #MA-060-15011560**

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**Contact(s) for Further Information**

Dave Anderson, Assistant Chief  
Support Services Department

[daveanderson@ocfa.org](mailto:daveanderson@ocfa.org)

714.573.6006

Joel Brodowski, IT Manager

[joelbrodowski@ocfa.org](mailto:joelbrodowski@ocfa.org)

714.573.6421

**Summary**

This agenda item seeks approval to issue a sole source purchase order to purchase 800MHz P25 radio battery chargers, as needed, for the Countywide Coordinated Communications System, a collaborative project between Orange County Sheriff's Department (OCSd) Communications Department and OCFA Information Technology Section.

**Prior Board/Committee Action**

At its October 27, 2016, meeting, the Executive Committee approved a purchase order for \$6,715,163 for Motorola Solutions, Inc. to purchase 800MHz portable, mobile and base station 800MHz radios, and accessories for the Countywide Coordinated Communication System.

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to issue a sole source purchase order to Motorola Solutions, Inc. for the purchase of in-vehicle, single unit, and multi-unit battery chargers in an amount not to exceed \$283,851 including sales tax.
2. Approve and authorize the Purchasing Manager to extend the sole source contract for two additional one year periods at an amount of \$45,000 annually (\$90,000 during the additional two-year term).

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the 800 MHz Countywide Coordinated Communication Systems Upgrade project has been approved in the Adopted FY 2017/18 Capital Improvement Program Budget, specifically in Fund 124 (Communications & Information Systems) for a total project budget of \$3,539,250. This proposed \$283,851 contract with Motorola Solutions, Inc. represents a final component of the project for compatibility. Funding for the two annual renewal periods will be maintained as ongoing system maintenance in the annual General Fund budget, specifically in the Support Services Department budget for services and supplies.

## Background

### *Sole Source Justification*

Motorola is the only radio manufacturer fully compatible with and approved by the OCSD for use with the Countywide Coordinated Communications System installed throughout Orange County. In addition, due to the proprietary technology embedded in each Motorola battery, only Motorola chargers are fully compatible with the radio batteries allowing them to be properly charged and maintained.

### *Countywide Coordinated Communications System (CCCS)*

The current CCCS was implemented from 1999-2001 with a life expectancy through 2015. The CCCS is administered by the OCSD Communications Division. In 2009, the OCSD Communications Division was directed to develop the next generation system upgrade proposal and developed a four-phase upgrade/replacement plan for the CCCS. The upgrade includes implementation of P25 system digital architecture, which is the Federal Emergency Management Agency and Department of Homeland Security recommended technology for public safety communications interoperability. An additional requirement was added by the Orange County Fire Chiefs in 2015 to utilize encryption for all Fire Department radios and channels.

The CCCS is being systematically upgraded in phases including replacement of three main components: the backbone equipment, subscriber equipment, and dispatch consoles. At this time, the OCFA needs to purchase new Motorola 800MHz portable battery chargers for use with the Motorola 800MHz P25 portable radio subscriber equipment previously approved for purchase in October 2016. The battery chargers include in-vehicle, single, and multi-unit battery charger types that will replace the current non-Motorola battery chargers which are not fully compatible with the new radios.

### *Pricing*

The Orange County Contract Equipment Price Book Agreement #MA-060-15011560 features significant discounts for agencies in Orange County. Staff negotiated an additional 12.5% discount for a total 32.5% discount for the in-vehicle chargers resulting in total savings of \$105,922.

Qty	Part no.	Description	List price	OC Price Book	Savings	Extended Price
600	NNTN7624	APX in-vehicle charger	\$429.00	\$289.58	\$83,652.00	\$173,745.00
85	NNTN8844	APX multi-unit charger	\$1,250.00	\$1,000.00	\$21,250.00	\$85,000.00
30	NNTN8863	APX single-unit charger	\$170.00	\$136.00	\$1,020.00	\$4,080.00
					<b>\$105,922.00</b>	<b>\$262,825.00</b>
					Sales tax	\$21,026.00
					<b>Total</b>	<b>\$283,851.00</b>

### *Deployment*

The deployment will begin immediately after receipt of the requested battery chargers. Six hundred in-vehicle charging units are requested for emergency apparatus requiring chargers. Eighty-five multi-unit 800MHz radio battery chargers are requested. One for each OCFA Fire Station and spares for replacement inventory. Thirty single-unit 800MHz radio battery chargers are requested for Operations personnel assigned to administrative positions.

***Recommendations***

Based on the special pricing offered by Motorola, and compatibility with existing equipment, staff recommends approval of the purchase to Motorola Solutions, Inc. in the amount of \$283,851, and to extend for two additional one year periods, the blanket order contract of \$45,000 annually at an amount not to exceed \$90,000 during the two-year term. The blanket order contract is to purchase subscriber equipment using the County of Orange Agreement #MA-060-15011560.

**Attachment(s)**

1. Sole Source Request Form
2. Motorola Price Quote

## OCFA Sole Source Request Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

Department/Section: Support Services/Information Technology	Requested By: David Johnson	Date: 02/13/2018
Recommended Vendor: Motorola Solutions, Inc.	Vendor Contact: Kim Caplan	Vendor's E-mail Address: kim.caplan@motorolasolutions.co
Vendor Address: 10680 Trenea Street, Suite 200, San Diego, Ca. 92131		Vendor's Telephone #: 858--442-3979
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): purchase by 03/01/2018	Contract Amount: \$283,851
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

The products requested as follows: 600 - APX in-vehicle chargers; 85 - APX multi-unit chargers; 30 - APX single-unit chargers. The chargers requested are required to fully charge the Motorola 800MHz portable radio batteries and also upload the battery status, charge level, time remaining, etc. to the portably radio screen for the radio operator information

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

Motorola Solutions, Inc. battery chargers are the only manufacturer compatible with the Motorola APX portable radio batteries. The existing non-Motorola battery chargers do not upload the battery charge information to the batteries which means that radio users have no indication of the amount of charge in their batteries. Only the Motorola chargers



**SECTION III – JUSTIFICATION (continued)**

upload the information so that it is visible on the Motorola radio LCD screen.

**3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.**

Motorola has provided special pricing in their Orange County Equipment Price Book Agreement #MA-060-15011560

effective 5-21-2015 through 5-20-2020 for Orange County agencies. Staff negotiated an additional 12.5% discount for

in-vehicle chargers for a total 32.5% discount and total dollar savings of \$105,922.

**4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**


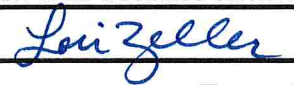
(If yes, please explain how and what the future costs will be.)

No. The use of the current contract is voluntary and will not obligate the OCFA for any future purchase.

**Sole Source Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
David Johnson		13-Feb-2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		13-Feb-2018
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		13-Feb-2018

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
	2/14/18
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	2/14/18

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_



Motorola Solutions  
10680 Treena Street, Suite 200  
San Diego, Ca 92131

Attention: Kim Caplan  
Phone: 858-442-3979  
[Kim.caplan@motorolasolutions.com](mailto:Kim.caplan@motorolasolutions.com)

PREPARED FOR: **David Johnson**  
AGENCY : **Orange County Fire Authority**

Equipment Details and Pricing

Qty:	Model	Description	List Price	Price Book	Extended
600	NNTN7624	IMPRESS VEHICULAR CHARGER	\$ 429.00	\$ 289.58	\$173,745.00
85	NNTN8844	MULTI-UNIT CHARGER	\$ 1,250.00	\$ 1,000.00	\$85,000.00
30	NNTN7624	SINGLE UNIT CHARGER	\$ 170.00	\$ 136.00	\$4,080.00

Pricing per Orange County Price Book Agreement # MA-060-15011560

QUOTE TERMS AND CONDITIONS :

- 1) Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes.
- 2) Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 3) Prices quoted are valid for thirty(30) days from the date of this quote.
- 4) Unless otherwise stated, payment will be due within thirty days after invoice.
- 5) The information provided in this quote is provided for budgetary purposes only, and does not constitute an offer to sell or license any Motorola product.

Subtotal	\$262,825.00
Tax	\$21,026.00
Total	\$283,851.00