



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, April 25, 2019

6:00 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 Board of Directors 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 Board, 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 Board. 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 OCFA Chaplain Ken Krikac

PLEDGE OF ALLEGIANCE by Director Wagner

ROLL CALL

1. PRESENTATIONS

No items.

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 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. 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

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Chief Negotiator: Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters' Association,
Local 3631 and Chief Officers Association

Authority: Government Code Section 54957.6

CS2. CONFERENCE WITH LABOR NEGOTIATOR

Chief Negotiator: Fire Chief Brian Fennessy and Deputy Chief Lori Zeller

Employee Organizations: Unrepresented Employees

Authority: Government Code Section 54957.6

CS3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9
(1 Case)

CS4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position: Fire Chief

Authority: Government Code Section 54954.5

CS5. CONFERENCE WITH LABOR NEGOTIATOR

Negotiators: Chair Joe Muller, Vice Chair Shelley Hasselbrink, and Immediate
Past Chair ~~Gene Hernandez~~Ed Sachs

Unrepresented Employee: Fire Chief

Authority: Government Code Section 54957.6

CLOSED SESSION REPORT

REPORTS

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

REPORT FROM THE FIRE CHIEF

- Canyon 2 Fire Status Report

2. MINUTES**A. Minutes from the (A) March 13, 2019, Special Meeting, and (B) March 28, 2019, Regular Meeting of the Board of Directors**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR**A. Changes to Procurement Related Roles, Responsibilities, and Authorities**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Action:

Approve the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AMENDING THE ROLES/RESPONSIBILITIES /AUTHORITIES MATRIX amending the related to various procurement thresholds.

B. Amendment to Personnel and Salary Resolution

Submitted by: Brian Fennessy, Fire Chief

Human Resources Committee Recommendation: *APPROVE*

Recommended Action:

Adopt the proposed amendment to Part 3, Article 1, Section 8 (Authority Issued Vehicles and Cash in Lieu Allowance Policy) and Appendix B (Administrative Management Classifications) of the Personnel and Salary Resolution for Executive Management employees.

C. City of Garden Grove – Budget Adjustment for Start-Up Costs

Submitted by: Robert Cortez, Assistant Chief/Business Services Department

Recommended Action:

Approve and authorize a budget adjustment to the FY 2018/19 General Fund Budget (121) in the amount of \$1,136,225 for the purposes of funding supplies, services, personnel costs, and equipment necessary for the transition of Garden Grove to OCFA.

D. Award of Public Works Contract for Fire Station 42 Retaining Wall and Foundation Remediation Project

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Actions:

1. Approve the plans and specifications for the construction of a retaining wall and foundation remediation at Fire Station 42.
2. Accept the Zusser Company, Inc. bid dated February 27, 2019.
3. Approve and award the public works contract to Zusser Company, Inc. in the amount of \$857,200.
4. Authorize a 15% contingency allowance up to \$128,580.

E. New Sublease Agreement for Fire Station 11 (Emerald Bay)

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Fire Chief to execute the proposed Sublease Agreement with the Emerald Bay Services District for Fire Station 11.

END OF CONSENT CALENDAR

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

A. Legislative Platform 2019-2020

Submitted by: Robert Cortez, Assistant Chief/Business Services Department

Recommended Actions:

1. Adopt the OCFA Legislative Platform 2019-2020 and direct staff to initiate procedures to implement the platform.
2. Approve recommended legislative positions.

BOARD MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, May 23, 2019, at 6:00 p.m.

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 Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 18th day of April 2019.

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

UPCOMING MEETINGS:

Human Resources Committee Meeting	Tuesday, May 7, 2019, 12 noon
Budget and Finance Committee Meeting	Wednesday, May 8, 2019, 12 noon
Executive Committee Meeting	Thursday, May 23, 2019, 5:30 p.m.
Board of Directors Meeting	Thursday, May 23, 2019, 6:00 p.m.

Orange County Fire Authority
Executive Management

MEMO

DATE: April 25, 2019
TO: Board of Directors
FROM: Brian Fennessy, Fire Chief
SUBJECT: **Canyon 2 Fire - Service Enhancements**

At the May 24, 2018, Board of Directors meeting, staff presented the findings from three separate reviews which followed the Canyon 2 Fire: Independent Review Panel (IRP), County Board of Supervisors, and the OCFA After-Action Report (AAR). The Board subsequently directed staff to review and evaluate the recommendations from each of these reviews and implement a plan to enhance emergency operations and service delivery.

In total, 90 recommendations were identified from the three reviews. I'm happy to report that 64% have been implemented, 14% are currently in progress, and 7% are pending implementation.

Canyon 2 Fire Recommendations In-Progress (13)

Recommendation	Responsibility	Notes
(IRP 1B) OCFA ECC must periodically review, and train dispatch staff relative to dispatch SOPs, protocols, directives and required notifications.	ECC Manager	Ongoing process in ECC with supervisory and dispatch Staff. New shift schedule implemented, and additional Duty Officer oversight added.
(IRP 1.C.a) OCFA must ensure that the Duty Officer's responsibilities are understood.	Command DC	Duty Officer responsibilities and SOP updated and pending final review/approval.
(IRP 1.D) OCFA should review and update its Duty Officer Notification Matrix to ensure prompt notification and dispatch guidance for fires reported with the MTZ.	Command DC	Duty Officer notification process under review.
(IRP 1.E) OCFA should review and update its Duty Officer Standard Operational Procedure.	Command DC	Duty Officer SOP is complete and pending final review/approval.
(IRP 2.C) The OCFA and OCSD needs to resolve conflicts through the revision of the joint MOU language to be determined and build a homogenous public safety aviation program within Orange County.	Special Ops DC	Operating plan signed; operations adjusted and monthly meetings between OCFA and OCSD; six-month re-assessment complete.
(IRP 6.C) OCFA should review Duty Chief's responsibilities.	Command DC	Review underway
(BOS 8B) OCFA and Sheriff helicopter crews should continue to look for and implement opportunities to work together, such as joint training, including Sheriff helicopters in the ROSS system, the integration of Fire paramedics on Sheriff helicopter crews, the use of Sheriff helicopter cameras to record fire progression and relay real-time video of fires as needed, and the examination of the Ventura and San Diego models to identify and implement workable solutions for Orange County.	Special Ops DC	Six-month milestone has been achieved. Currently assessing possibility of co-location of resources. Interagency training has been scheduled. Intelligence, Survey, and Reconnaissance (ISR) technology being pursued at the state-level to improve real-time imagery.
(BOS 8.C) OCFA should consider placing cameras on its helicopters and acquiring a real-time video capacity that can be sent to Dispatch and Incident Commanders.	Special Ops DC	In progress. Staff has been working with General Atomics to bring real-time intelligence, sensing, and reconnaissance (ISR) to incident commanders.
(BOS 11) OCFA management and line staff should make decisions based on whether those decisions align with the organization's strategic foundation: vision, mission, strategic goals, motto. Decisions made should be based on what is in the best interests of the citizens of Orange County, minimizing the parochial interests of employee associations, political considerations, or squabbles between public safety agencies.	Fire Chief	Organizational assess of mission, values, and goals is underway. Initiated Mission Driven Culture (MDC) training for mission command.
(AAR 3) Complete the re-design of the DOC, consider future technologies, and implement as available during re-design and construction to provide for additional space and functionality.	ECC Manager	Plans for DOC improvements have been approved. Awaiting start of construction.
(AAR 7) Develop collaborative strategies to work with the city EOC staff.	Command DC	Orientation and additional training scheduled for February and March.
(AAR 20A) Evaluate the replenishment of all equipment caches at the RFOTC. (i.e. communications kit, EMS, iPads and other)	EMS A/C	FY 18/19 budget request submitted for needed EMS equipment.
(AAR 34) Develop a deeper pool of personnel who can use SCOUT and initiate an incident in the program. Train all Administrative Captains on the use of SCOUT.	Ops Training	Underway. Incident Management Team members have accounts and training. Tool has been used on a number of incidents.

Completed (58)

Recommendation	Responsibility	Notes
(IRP 1A) When a call comes in, the call takers and/or dispatchers need to determine, to the best of their ability, the response location and agency having jurisdiction.	ECC Manager	This is a part of the call taking process that is trained on and reinforced with all ECC staff.
(IRP 1.C.b) OCFA must ensure that the Duty Officer is utilized per protocols and procedures.	Command DC	Duty Officer is assigned 24/7 to ECC and assisting on major and complex incidents
(IRP 4A) Metro Net, OCFA and other dispatch agencies need to automatically dispatch a respective watershed response initially if the reported location is within the MTZ.	ECC Manager	Direction was provided to clarify following Canyon 2 incident and updates to SOP OP 06.67 further support this directive.
(IRP 4B) Monitor the Post Canyon 2 Fire dispatch procedures by Metro Net and OCFA to improve the dispatch process.	ECC Manager	Both agencies continue to send responses into MTZ reports of fire under a common communication plan. New CAD2CAD solutions will provide additional functionality.
(IRP 4.C) Review and update SOP OP.06.43 to clarify circumstances or conditions under which Chief Officers and ECC can modify the resource dispatch guidelines/recommendations.	Command DC	Updated September 2018
(IRP 5A) OCFA should automatically dispatch a watershed response whenever a fire is reported at a location with the MTZ.	ECC Manager	Direction was provided to clarify following Canyon 2 incident and updates to SOP OP 06.67 further support this directive.
(IRP 5.B) OCFA should review and improve its dispatch training, protocols and process for wildland/brush fires reported within the MTZ.	ECC Manager	Ongoing process in ECC with supervisory and dispatch Staff. Updates to SOP OP.06.67 have been reviewed with staff. Wildland application deployed to iPads to improve field awareness. Duty Officers added to ECC for operational oversight.
(IRP 5.C) If there is any doubt or difficulty determining jurisdictional authority in a MTZ and/or across boundaries, dispatch the appropriate response per the inter-agency agreement.	ECC Manager	Direction was provided to clarify following Canyon 2 incident and updates to SOP OP 06.67 further support this directive.
(IRP 5.D) OCFA should review and clarify the role of the Duty Officer (24/7) versus the OCFA ECC Manager (40-hour week)	Command DC	24/7 Duty Officer established and initial roles/responsibilities identified. Larger assessment underway to further refine responsibilities of Duty Officer and Duty Chief.
(IRP 6.A) OCFA should review and monitor its new "backfill" policies and procedures to ensure "best practices" when filling immediate need response coverage inside and outside the County.	OPS A/C	Implemented. Prepositioning efforts have reduced instances for unforeseen personnel recall.
(IRP 6.B) The Duty Chief must exercise management discretion, when evaluating and confirming the selection of pre-designated strike team based on current and forecasted weather and staffing conditions prior to dispatch.	OPS A/C	Assessing and implementing pre-positioning for significant weather events (fire and winter storm) using Cal OES and CAL FIRE prepositioning frameworks. This will be coordinated and filled by the Duty Officer
(BOS 2A) Fire personnel should get "eyes-on" all reports of fires in wildland areas in order to make an accurate assessment of the situation.	ECC Mgr	This direction was clarified in the update to SOP OP.06.67

(BOS 2.B) OCFA Dispatch personnel should follow through and be accountable for ensuring that important questions are answered when making fire response decisions, including requesting supervisory or management assistance when needed. The documentation of these consultations and ultimate decisions within the CAD system is vital in conducting after-action reviews.	ECC Manager	Ongoing process in ECC with supervisory staff. New shift schedule implemented, and additional Duty Officer oversight added.
(BOS.3) Preventative measures should be implemented on High Watershed Dispatch Level days, particularly when they coincide with active reignition sites from a recently contained fire. These include the consideration of such measures as air patrols by fire and law enforcement agency helicopters, ground patrols in wildland areas, and formal reminder notifications to Dispatch staff at the beginning of their shift regarding their responsibilities on High Watershed Dispatch Level days. (weather conditions)	OPS A/C	Pre-positioned resources used throughout fire season in 2018. Prior to significant weather events, wildland resources were deployed in advance of weather events.
(BOS 4) OCFA should take the appropriate and timely supervisory and disciplinary action with those responsible for not following OCFA policy in the dispatching of appropriate resources to a report of a vegetation fire on a High Watershed Dispatch Level day.	HR Director	Professional Standards Unit (PSU) updated investigative policy to reinforce when internal external investigative resources are needed.
(BOS.5) On High Watershed Dispatch Level days, Dispatch Supervisors should meet with staff at the beginning of the shift to walk through roles and responsibilities, as well as other pertinent conditions, to mentally prepare staff for the shift, underscoring the expectation that they will respond on the side of safety in communication and actions.	ECC Manager	Practice is in place with ECC supervisors and working on a document to capture this information consistently among each shift.
(BOS 8A.a) OCFA should institute a policy that automatically requests an initial response from CAL FIRE-carded Sheriff helicopters/pilots for wildland fires when Sheriff helicopters can be the first on-scene.	ECC Manager	While final policies for interaction with OCFA and OCSH Helicopters is still in talks with both agencies. OCFA has updated the dispatch matrix to include notifications to OCSH for all in County Vegetation Fire Responses.
(BOS 10) OCFA staff must follow established policy and procedure related to the dispatching of resources to reported wildland fires according to the Watershed Dispatch Level designation in place.	ECC Mgr	Direction was provided to clarify following Canyon 2 incident and updates to SOP OP 06.67 further support this directive.
(BOS 12) Identify and promote methods to electronically connect emergency dispatch centers from multiple jurisdictions together with initial notification and updates of critical fire events and weather conditions so that each can be simultaneously apprised of the situation and the current response underway.	ECC Mgr	CAD2CAD upgrades are underway which will allow additional public safety agencies to connect CAD's and enhance messaging.
(BOS 13) Fire staff should be cognizant that in today's technological environment, fire communications and operational decisions and actions are open to public scrutiny.	CAPA BC	Implemented.
(AAR 1A) Maintain accountability in the ECC that re-enforces the initiation of a response to a report of smoke and/or fire, regardless of the number of reports.	ECC Mgr	Direction was provided to clarify following Canyon 2 incident and is reinforced by Supervisory staff during periods of elevated fire activity.
(AAR 1B) Review and update SOP OP.06.43 annually and clarify circumstances and conditions on which this guideline can be modified.	ECC Mgr	SOP updated, training provided to Division Chiefs and ECC personnel
(AAR 1.C) Develop additional policies for daily briefings and situational updates (i.e. significant weather events).	OPS A/C	Electronic messaging groups have been established to distribute real-time updates and intelligence to command staff and field personnel.
(AAR 1D) Provide additional tools and mechanisms to maintain situational awareness.	ECC Manager	Project approved and implemented to deploy cameras in the wildland areas. Video wall project in FY 20/21 CIP.

(AAR 4) Re-establish the OCFA phone bank system, which includes televisions to monitor current news outlets to assist with the dissemination of accurate information to the public. Consider relocating the Communications/Public Information Office.	CAPA BC	Implemented.
(AAR 6) Evaluate how to expand phone capabilities for PIOs.	CAPA BC	Staff is collaborating with Emergency Management Division (EMD) of OCSD to staff and implement information lines during major emergencies.
(AAR 9) Reinforce the importance of County/OA EOC with DOC activation.	Command DC	Training with Emergency Management Department completed. Updated the roles/responsibilities. Additional classes planned
(AAR 11A) Strive to fill all open positions in collaboration with the local 3631 through the staffing Joint Labor Management team.	HR Director	Implemented
(AAR 11B) Continue to maximize the number of fire recruits in each Recruit Fire Academy	HR Director	Implemented
(AAR 11C) Continue the frequency of academies as necessary	HR Director	Implemented
(AAR 11D) Continue the utilization of the attrition planning process	HR Director	Implemented
(AAR 11E) Continue to offer multiple entry portals into the OCFA for the firefighter rank.	HR Director	Implemented
(AAR 11F) Continue to balance the timing of all promotions, to minimize overly affecting anyone rank.	HR Director	Implemented
(AAR 11G) Develop decision points and actions in anticipation of predictable future staffing issues (i.e. SAFD 10-year mark 4/2022):	HR Director	Implemented
(AAR 11H) Effectively plan for future academies and promotions	HR Director	Implemented
(AAR 12) Provide a night HLCO with NVG training during night time helicopter firefighting anytime two or more ships are operating in accordance to FIREScope guidelines.	Special Ops DC	Implemented. OCSD has a dedicated Type 3 Platform for use.
(AAR 31A) Consider recurrent RAMP Guidebook training for the AC, DC, BC, and FC Administrative Staff.	Command DC	Rapid Attack and Mobilization Plan (RAMP) plan reviewed and updates applied.
(AAR 31B) Consider re-designing some RAMP sections to provide decision support through a phase-specific checklist.	Command DC	Rapid Attack and Mobilization Plan (RAMP) plan reviewed and updates applied.
(AAR 31C) Develop an internal process to allow for more rapid RAMP updates to be concurrent with departmental changes.	Command DC	Rapid Attack and Mobilization Plan (RAMP) plan reviewed and updates applied.
(AAR 18A) Evaluate decision points to reconfigure these identified units (RAMP) within each battalion.	Command DC	Rapid Attack and Mobilization Plan (RAMP) plan reviewed and updates applied.
(AAR 18B) Consider converting pre-identified units (RAMP) before a major incident occurs, based on established decision points.	Command DC	Rapid Attack and Mobilization Plan (RAMP) plan reviewed and updates applied.
(AAR 18C) Consider clarifying those positions other than the Duty Chief that have the authority to execute these types of decisions (RAMP).	Command DC	Rapid Attack and Mobilization Plan (RAMP) plan reviewed and updates applied.
(AAR 19) OCFA should consider additional procedural options regarding HLCO capabilities as well as the development of standardized practices to use local public safety aircraft as HLCO capable platforms during Red Flag conditions.	Special Ops	Implemented.
(AAR 20B) Consider alternative equipment deployment strategies: such as individually issued radios and/or decision points for all front-line paramedic units to remove second set of EMS equipment.	EMS/Training A/C	EMS equipment distributed, policy updated, and additional equipment in budget process

(AAR 21) Evaluate the current dozer operator program for depth, succession planning, and surge capacity relative to the needs in declared fire season.	Special Ops	Implemented. Apprentice program established, succession planning assessing, and increased depth of dozers on a call-when-needed basis.
(AAR 22) Consider development of policy/procedure for the movement of units during major incidents. Incorporate utilization of the leapfrog methodology to avoid having open areas that are impacted by the incident.	OPS A/C	Information Technology building technology to assist dispatchers in identifying gaps in coverage.
(AAR 23) Consider the utilization of an electronic process to quickly capture all available personnel/ranks available; in order to improve the station coverage process.	OPS A/C	Enhancements being made to staffing system to better capture availability of off-duty personnel
(AAR 24) Follow-up with the internal CICC's committee to augment the number of personnel qualified/trainee for incident command positions such as Division Supervisor, Operations Branch Director, Operations Section Chief (Type 3), and Incident Commander (Type 3).	Special Ops	Implemented. Process established and administered through Special Operations in collaboration with Operations Training and Safety. Air Operations working to staff all pilot vacancies.
(AAR 25) Consider upgrading server capability to provide for access on all department issued iPads.	IT Manager	
(AAR 26) Consider evaluating the entire county and re-establishing several locations throughout Orange County that can function as a base camp. Pre-plans with agreements should be sought out to ensure this process is efficient and effective.	Command DC	Eight sites have been identified for Base Camps in Orange County. Agreements are in process of final signatures.
(AAR 27A) When dealing with multi-jurisdictional areas of responsibility ensure mop up is coordinated with the agencies having jurisdiction, communicated with all levels of line leadership, areas of responsibility are understood, and are acknowledged via agency representative's signature.	OPS A/C	Training and curriculum added to recruit firefighter training and to annual wildland refresher (RT-130)
(AAR 27B) Ensure incident action plans identify mop up parameters and are followed throughout the potential for re-ignition; especially during expected high wind events.	OPS A/C	Additional training and curriculum added to annual wildland refresher (RT-130)
(AAR 27C) Upon the completion of the incident action plan timeframes, the ongoing mitigation of the incident including mop up and patrol remains with the agency having jurisdiction.	OPS A/C	Additional training and curriculum added to annual wildland refresher (RT-130)
(AAR 27D) Mop-up and patrol plans need to consider upcoming weather conditions.	OPS A/C	IC or DIVS will stress the importance of mop up
(AAR 29) Explore automated processes to support personnel notification.	Command DC	AlertOC and an electronic messaging application have been deployed and operational
(AAR 30) Re-evaluate the current policy and process to assist with consistent up-staffing decision points and outcomes during the predesignated weather events. (i.e. Inclusion of the SAWTI)	OPS A/C	Updated Fire Danger Operating Plan (FDOP) with CalFire to include use of Santa Ana Wind Threat Index (SAWTI) and NWS predictions
(AAR 32) Develop policy to identify staff chief officers' roles and responsibilities for the County/OA EOC needs. Continue to utilize an Assistant Chief, a Division Chief and a staff Battalion Chief for operations at the County/OA EOC.	Command DC	Training with Emergency Management Department completed. Updated the roles/responsibilities. Additional classes planned.
(AAR 33) Conduct ongoing County/OA EOC training for each of the OCFA specific positions in the County/OA EOC; specifically, the Director of Emergency +	Command DC	Training with Emergency Management Department (EMD) completed. Roles/responsibilities updated and additional classes planned.
Pending (7)		
Recommendation	Responsibility	Notes
(BOS 1.A) Use the deficiencies identified in the initial response to C2F as a case study for OCFA and other fire agencies to identify system weaknesses and close the gaps.	ECC Mgr	

(BOS.6) Use the C2F response as a training case study and make the proper adjustments to ECC operations.	ECC Mgr	
(BOS.7) Develop a more comprehensive training experience for dispatch staff, including hands-on experiences in a variety of critical functional areas of OCFA.	ECC Mgr	
(AAR 10) Training should be sought specifically to the application of the automatic aid agreement between the City of Anaheim and Orange County Fire Authority.	Command DC	
(AAR 17) Re-evaluate and establish decision points when patrols are deployed to cover a battalion during major incidents versus incident response.	OPS A/C	
(AAR 20C) Ensure IT personnel are added to the DOC activation process to allow access to iPads and radios.	IT Mgr	
(AAR 28) Re-institute a liaison program for city EOC positions and provide a process for continual training and succession planning.	Command DC	

Deferred for Future Consideration (5)

Recommendation	Notes
(AAR 11I) Evaluate how the 48-hour shift schedule impacts the ability to call back employees during major emergencies.	Labor negotiations topic
(AAR 14) OCFA should research the feasibility to secure Type 1 helicopters with improved payloads and firefighting capabilities.	Concept will be re-evaluated in coming years as budget permits.
(AAR 16) OCFA should evaluate securing FLIR capability for its helicopters and consider a UAS program with similar capability.	Law enforcement aircraft outfitted with capabilities and available to assist upon request.
(BOS 1.B) Consider whether a consolidation of fire suppression and emergency communication responsibilities in the 91/241 freeway corridor area might improve the efficiency and effectiveness of an initial fire response.	Objective met by improving procedures
(IRP 6.D) OCFA should review the 48/96-work shift schedule and relationship to employee residence locations to determine if off-duty recall can be enhanced.	Labor negotiations topic

Outside Agency (7)

Recommendation	Notes
(IRP 2A) The OCSD needs to determine its commitment to become a fully recognized and participating firefighting asset. If so, they need to adhere to and be compliant with fire aviation industry standard and OCFA/OCSD MOU.	
(IRP 2.B.b) OCSD shall notify OCFA of their helicopter status daily.	Implemented
(IRP 2.B.c) OCSD shall operate within the ICS structure and accept leadership/direction from the Fire Agency Incident Commander or ATGS when assisting with a firefighting response.	
(IRP 3.B) Cal Fire or USFS shall card all OCSD aircraft and pilots annually.	
(AAR 2) - Establish Joint Information Center (JIC) when a unified command is established, to ensure that all information is distributed timely and specifically to those cities that are impacted.	
(AAR 13) Ensure agencies with resources that wish to participate in firefighting operations are in the ROSS system.	
(AAR 15) Ensure assisting agencies are aware of the obligation to comply with all contracting fuel provision requirements for accepting ROSS call when needed orders.	

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Special Meeting
Thursday, March 13, 2019
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room
1 Fire Authority Road
Irvine, CA 92602-0125**

CALL TO ORDER

A special meeting of the Orange County Fire Authority Board of Directors was called to order on March 13, 2019, at 6:00 p.m. by Chair Muller.

INVOCATION

Chaplain Jeff Hetschel offered the Invocation.

PLEDGE OF ALLEGIANCE

Director Hernandez led the Assembly in the Pledge of Allegiance to the Flag.

ROLL CALL

Lisa Bartlett, County of Orange
Sergio Farias, San Juan Capistrano
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Neeki Moatazedi, Lake Forest
Joseph Muller, Dana Point
Ed Sachs, Mission Viejo
Dave Shawver, Stanton
Steve Swartz, San Clemente
Juan Villegas, Santa Ana

Letitia Clark, Tustin
Dave Harrington, Aliso Viejo
Noel Hatch, Laguna Woods
Robert Johnson, Cypress
Thomas Moore, Seal Beach
Vince Rossini, Villa Park
Don Sedgwick, Laguna Hills
Michele Steggell, La Palma
Elizabeth Swift, Buena Park

Absent: Carol Gamble, Rancho Santa Margarita
Tri Ta, Westminster

Sandy Rains, Laguna Niguel

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Lori Zeller
Assistant Chief Lori Smith
Assistant Chief Pokey Sanchez
Clerk of the Authority Sherry Wentz
Communications Director Colleen Windsor

Deputy Chief Dave Anderson
Assistant Chief Randy Black
General Counsel David Kendig
Assistant Chief Robert Cortez
Assistant Chief Jim Ruane
Human Resources Director Brigitte Gibb

1. PRESENTATIONS

No items.

REPORTS

No items.

PUBLIC COMMENTS (F: 11.11)

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

CLOSED SESSION (F: 11.15)

CS1. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to Litigation (1 case)

CS2. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(e)(5) – Significant Exposure to Litigation (1 case)

General Counsel David Kendig reported the Board would convene to Closed Session to consider the matters on the agenda identified as CS1 and CS2, Conference with Legal Counsel – Anticipated Litigation.

Chair Muller recessed the meeting to Closed Session at 6:03 p.m.

Director Johnson arrived at this point (6:08 p.m.).

Director Bartlett arrived at this point (6:45 p.m.).

Chair Muller reconvened the meeting from Closed Session at 7:04 p.m.

CLOSED SESSION REPORT (F: 11.15)

General Counsel David Kendig stated there were no reportable actions.

2. MINUTES

No items.

3. CONSENT CALENDAR

No items.

Minutes

OCFA Board of Directors Special Meeting

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4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

No items.

BOARD MEMBER COMMENTS (F: 11.13)

The Board Members offered no comments.

ADJOURNMENT – Chair Muller adjourned the meeting at 7:05 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for March 28, 2019, at 6:00 p.m.

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

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, March 28, 2019
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room
1 Fire Authority Road
Irvine, CA 92602-0125**

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on March 28, 2019, at 6:00 p.m. by Chair Muller.

INVOCATION

Chaplain Kent Kranning offered the Invocation.

PLEDGE OF ALLEGIANCE

Director Bartlett led the Assembly in the Pledge of Allegiance to the Flag.

ROLL CALL

Lisa Bartlett, County of Orange
Sergio Farias, San Juan Capistrano
Dave Harrington, Aliso Viejo
Noel Hatch, Laguna Woods
Robert Johnson, Cypress
Thomas Moore, Seal Beach
Sandy Rains, Laguna Niguel
Ed Sachs, Mission Viejo
Michele Steggell, La Palma
Elizabeth Swift, Buena Park
Juan Villegas, Santa Ana

Letitia Clark, Tustin
Carol Gamble, Rancho Santa Margarita
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Neeki Moatazedi, Lake Forest
Joseph Muller, Dana Point
Vince Rossini, Villa Park
Dave Shawver, Stanton
Steve Swartz, San Clemente
Tri Ta, Westminster
Donald P. Wagner, County of Orange

Absent: Don Sedgwick, Laguna Hills

Also present were:

Fire Chief Brian Fennessy	Deputy Chief Dave Anderson
Deputy Chief Lori Zeller	Assistant Chief Randy Black
Assistant Chief Lori Smith	General Counsel David Kendig
Assistant Chief Pokey Sanchez	Assistant Chief Robert Cortez
Clerk of the Authority Sherry Wentz	Assistant Chief Jim Ruane
Communications Director Colleen Windsor	Human Resources Director Brigitte Gibb

Director Clark arrived at this point (6:03 p.m.).

Director Rossini arrived at this point (6:04 p.m.).

1. PRESENTATIONS

A. Requests for Commendations and Proclamations (F: 11.09) (X: 11.09A) (X: 12.02C)

On motion of Director Johnson and second by Director Farias, the Board of Directors voted by those present to approve the Drowning Prevention Proclamation and make presentations to those present.

Chair Muller and Fire Chief Fennessy recognized and presented to immediate Past Chair Sachs a memento for his contributions to the Board of Directors during his term as Board Chair.

Chair Muller and Fire Chief Fennessy recognized former Directors Basile and Spitzer for their service on the OCFA Board and acknowledged former Directors Davies and Deaton who could not be in attendance.

Chair Muller paused the meeting to allow General Counsel Kendig a moment to have a side bar discussion with newly-elected Supervisor Wagner who had arrived at this point. Chair Muller and Director Bartlett joined in the side bar.

General Counsel Kendig reported that while the Joint Powers Authority Agreement states that Directors are to be appointed by resolution of the represented agency, Supervisor Wagner would be seated and sworn on the OCFA Board, with the County submitting a resolution ratifying its appointment. Director Bartlett, for purposes of clarification, indicated that the Board of Supervisors had approved her 2019 Chairwoman's Appointments that specified the newly elected Supervisor to the Third District would fill the vacant OCFA Director position.

Clerk of the Authority Sherry Wentz administered the Oath of Office to Director Wagner.

PUBLIC COMMENTS (F: 11.11)

Stephen Wontrobski, Mission Viejo resident, addressed the OCFA Fraud Hotline, the reporting of retaliation, the Canyon Fire, and requested the inclusion of names and case numbers for Closed Session items.

CLOSED SESSION (F: 11.15)

CS1. CONFERENCE WITH LEGAL COUNSEL – - ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(d)(2) and (e)(5) – Significant Exposure to Litigation (1 case)

CS2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Minutes

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Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to Litigation (1 case)

General Counsel David Kendig reported there was no need for Closed Session.

REPORTS

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)

Budget and Finance Committee Chair Hasselbrink reported at the March 13, 2019, meeting, the Committee voted unanimously to approve the recommended action of the Selection of Lance, Soll & Lunghard, LLP as the Public Accounting Firm for Financial Audit and Related Services, to send the Monthly Investment Reports to the Executive Committee for its approval, and voted unanimously to send the FY 2018/19 Mid-Year Budget Adjustment, the Fiscal Year 2017/18 Backfill/Overtime and Calendar Year 2018 Total Earnings/Compensation Analysis, and the Contract Award for Accounts Payable Workflow Integrated Document Imaging Solution to the Board of Directors for approval of the recommended actions.

REPORT FROM THE FIRE CHIEF (F: 11.14)

Fire Chief Fennessy introduced newly appointed Division Chiefs Ron Roberts, Jim Henery, and Jeff Hoey. He offered praise for retiring Division Chief Kovacs who had been in attendance; however, had to leave to catch a flight. He thanked outgoing Human Resources Director Brigitte Gibb for her work during her tenure at OCFA. Chief Fennessy introduced Legislative Analyst Jay Barkman who reported on the Chief's testimony to the Joint Hearing of the California Assembly Governmental and Senate Governmental Committees on the topic of utilization of emerging technologies to monitor wildfire activity in California.

2. MINUTES

A. Minutes from the February 28, 2019, Regular Board of Directors Meeting (F: 11.06)

On motion of Director Johnson and second by Director Hernandez, the Board of Directors voted unanimously by those present to approve the Minutes of the February 28, 2019, Board of Directors meeting as submitted. Directors Shawver and Wagner were recorded as abstentions due to their absence from the meeting.

3. CONSENT CALENDAR

A. FY 2018/19 Mid-Year Budget Adjustment (F: 15.04 18/19)

On motion of Director Ta and second by Director Johnson, the Board of Directors voted unanimously by those present to authorize the proposed mid-year budget adjustments and transfers as detailed in this report.

B. Award of Public Works Contract for Modular Classrooms (F: 19.07)

On motion of Director Ta and second by Director Johnson, the Board of Directors voted unanimously by those present to:

1. Accept the Design Space bid dated March 14, 2019.
2. Approve and authorize the Purchasing Manager to award the public works contract to Design Space in the amount of \$238,594.95, plus a 10% contingency amount of \$23,859 for a total amount not to exceed \$262,453.95.

END OF CONSENT CALENDAR

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

A. City of Irvine – Settlement Agreement (F: 10.03 Irv)

Deputy Chief Lori Zeller presented the City of Irvine – Settlement Agreement. She introduced former Fire Chief Chip Prather and former Laguna Hills City Manager Bruce Channing who served as consultants to the project.

Stephen Wontrobski, Mission Viejo resident, addressed the method of funding OCFA, and charges to the member cities.

Tim Steging, President Orange County Firefighters Local 3631, spoke in favor of the agreement.

On motion of Director Sachs and second by Director Farias, the Board of Directors voted unanimously by those present to approve and authorize the Board Chair to sign the proposed Settlement Agreement between the Orange County Fire Authority and the City of Irvine with the following additional items identified on the supplement Agenda Report as:

- f. Third Party Beneficiaries: Each of the 115 Trust Contributing Members shall be an “intended third party beneficiary” entitled to enforce the provisions of Section 6.
- g. No Forfeiture: Withdrawal from the OCFA by a 115 Trust Contributing Member will not forfeit nor reduce the rights accrued by that member pursuant to Section 6 prior to withdrawal.
- h. Contributions Separate from Structural Fire Fund Entitlement Fund: Payment made into the 115 Trust are separate from, and in addition to, the Structural Fire Fund Entitlement Fund contributions made pursuant to the OCFA’s Amended JPA Agreement.

B. Fire Services & Emergency Medical Services Agreement with the City of Garden Grove (F: 19.03 GG)

Deputy Chief Lori Zeller presented a PowerPoint presentation on the proposed Fire Services & Emergency Medical Services Agreement with the City of Garden Grove.

On motion of Director Shawver and second by Director Ta, the Board of Directors voted unanimously by those present to:

1. Approve the addition of the City of Garden Grove as a member of the OCFA Joint Powers Authority, effective August 16, 2019.
2. Approve the submitted Fire Services & Emergency Medical Services Agreement with the City of Garden Grove, effective August 16, 2019, and authorize the Board Chair to execute the Agreement, including any non-substantive amendments as determined by Legal Counsel.

C. Fiscal Year 2017/18 Backfill/Overtime and Calendar Year 2018 Total Earnings/Compensation Analysis (F: 15.11)

Deputy Chief Lori Zeller presented the Fiscal Year 2017/19 Backfill/Overtime and Calendar Year 2018 Total Earnings/Compensation Analysis.

On motion of Director Ta and second by Director Hernandez, the Board of Directors voted unanimously by those present to:

1. Direct staff to continue pursuing reductions in overtime by filling permanent vacancies as quickly as possible after the positions become vacant.
2. Authorize staff to temporarily exceed the number of authorized firefighter positions on the Master Position Control to maximize the number of firefighters hired into each academy, pending attrition/promotions that occur following academy graduations.
3. Authorize staff to temporarily exceed the number of authorized Hand Crew firefighter positions on the Master Position Control to maximize the number of Hand Crew firefighters hired from each Hand Crew firefighter recruitment process, pending attrition/promotions that occur as Hand Crew firefighters promote to the firefighter rank.
4. Authorize staff to temporarily exceed the number of authorized dispatcher positions on the Master Position Control to maximize the number of dispatchers hired into each academy, pending attrition/retirements that will occur.
5. Direct staff to continue using overtime to fill temporary vacancies rather than hiring additional personnel, recognizing this as a cost-effective practice for temporary needs.

BOARD MEMBER COMMENTS (F 11.13)

Director Wagner thanked Chair Muller, Director Bartlett, General Counsel Kendig, and the Board for accommodation and affirmation of his appointment to the OCFA Board of Directors.

Directors Clark, Hernandez, and Rossini extended their thanks retiring Division Chief Kovacs for his service to the Cities of Tustin, Villa Park, and Yorba Linda.

Director Farias thanked Chief Fennessy for attending the San Juan Capistrano's Coffee Chat, where local residents had an opportunity to meet with their elected officials and other public service officials.

ADJOURNMENT – Chair Muller adjourned the meeting at 7:30 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, April 25, 2019, at 6:00 p.m.

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



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2019

Agenda Item No. 3A
Consent Calendar

Changes to Procurement Related Roles, Responsibilities, and Authorities

Contact(s) for Further Information

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Business Services Department

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Summary

This item is submitted for approval to amend the Roles, Responsibilities, Authorities Matrix relating to procurement authority. These changes will provide clarity and consistency for routine procurements.

Prior Board/Committee Action(s)

Budget and Finance Committee Recommendation: *APPROVE*

At its April 28, 2016, meeting, the Board of Directors introduced Ordinance No. 008 which established a new procurement ordinance and amended the Roles, Responsibilities, and Authorities Matrix to coincide with the new Ordinance. On May 26, 2016, the second reading of Ordinance No. 008 was approved. The Ordinance and the matrix became effective on July 1, 2016.

At its May 24, 2018, meeting, the Board of Directors received and filed the Procurement Policy Manual which provides more in-depth guidelines related to various procurement methods and thresholds, adhering to the laws set forth in the Ordinance.

At its regular April 10, 2019, meeting, following a thorough discussion regarding the recommended changes to the procurement authority and thresholds of comparable agencies, the Budget and Finance Committee unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

Approve the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AMENDING THE ROLES/RESPONSIBILITIES /AUTHORITIES MATRIX amending the related to various procurement thresholds.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The current Roles, Responsibilities, and Authorities Matrix (Matrix) as it relates to procurement was updated on April 28, 2016, and became effective July 1, 2016. The changes were based on review and comparison of purchasing limits of large agencies in the county including: the County of Orange, Orange County Transit Authority (OCTA), Irvine Ranch Water District (IRWD), and the cities of Irvine and Anaheim.

Effective January 1, 2019, the State of California increased the statutory limits on informal public projects from \$175,000 to \$200,000 authorized by Public Contract Code (PCC) Section 22032. The OCFA Procurement Ordinance No. 008, references PCC Section 22032, and states that the limits may be amended from time to time; therefore, no changes to the Ordinance are required for OCFA to operate under the new statutory limits. However, the current Matrix references the \$175,000 limit and as such now necessitates changes. Addressing this change in the Matrix provides the opportunity to review the current authority management levels and develop recommendations that will enhance procurement processes, promote efficiencies, and provide additional clarification.

A summary table of current management authority and proposed revisions to the Matrix is provided in Attachment 1. This summary captures recommended revisions to help streamline the contracting process and create efficiencies to address day-to-day purchasing operational needs. These recommendations are consistent with comparable agencies. The proposed revisions are grouped into three specific areas:

- **Modifications:**
 - *Commodities* - Allow competitively solicited commodity contracts to be awarded by management provided funding is available. Removal of the dollar limit from competitively bid commodity contracts.
 - *Fixed Assets* - Board pre-approval of fixed asset purchases at the time of budget adoption.
 - *Service Contracts* - Differentiate maintenance service contracts separately from professional and consulting services contracts.
- **New Additions:**
 - Creating new maintenance service contracts category.
 - Formalize contract duration up to five-years and applicable to contract awards exceeding the small \$10K threshold as defined by Procurement Ordinance No. 008.
- **Additional Clarification Language:**
 - Purchase of additional commodity items consistent with a previously approved price agreement are not to be considered a change order.
 - Management authority for sole source and special procurement contracts under \$50K annually. Executive committee retains approval for these contracts exceeding \$50K annually or \$150K in a three-year period.
 - Clarify informal/formal public projects and associated change orders with delegated authority up to 15% to be consistent with non-public project change orders.
 - Remove \$100K cap for emergencies and distinguish emergency equipment and service contracts from emergency public projects.

The Procurement Ordinance and the Policies Manual provide the legal framework for source selection and contract formation methods used in awarding Fire Authority contracts. The Executive Committee retains the authority for approval of non-competitive contracts and professional and consulting services contracts. The Board of Directors awards all formal public projects.

Attachment 2 provides a comparison of management authority within other large agencies in Orange County.

Attachment(s)

1. Summary of Proposed Revisions to the Roles/Responsibilities Matrix
2. Purchasing Authorities Comparison Chart
3. Proposed Resolution Adopting the Updated Roles/Responsibilities Matrix
Exhibit A - Proposed Roles/Responsibilities/Authorities Matrix (Redlined)

I. Modifications			
Category	Current Management Authority	Proposed Revisions	Resulting Process Improvements and Benefits
Commodity Contracts	Award contracts up to \$250K. - Price agreements established from a competitive solicitation.	Allow competitively solicited commodity contracts be awarded by management provided funding is available. Remove dollar limit from competitively bid commodity contracts.	This will allow increases to blanket order contracts when quantities increase and pricing remains the same. Example – fire hose, tires, uniforms, boots, parts, gloves, etc.
Fixed Asset Purchases	Approve purchase of competitively bid fixed assets with unit price less than \$100K. - One time purchase of budgeted fixed assets - One time purchase order is issued - Funds are encumbered	Board to pre-approve fixed asset purchases at the time of budget adoption.	This will allow a purchase once the solicitation is completed. Additional Executive Committee approval is required if additional funding is required, the price exceeds the budget by 15% or \$100K whichever is less. - This will reduce the processing time on long lead-time purchases.
Service Contracts	Approve all service contracts for annual contract amount less than \$100K. -Service contracts included professional, consultants, and maintenance and repairs awarded because of a competitive solicitation.	Approve all Professional and Consulting Services Contracts where the annual value to any one firm is less than \$100K. Separate maintenance service contracts into its own category.	Provides for additional clarification when multiple contracts are awarded from a competitive solicitation. Separating the maintenance services contracts from the professional services contracts provides standardization with the revised informal public project amount of \$200K per the PPC Section 22032 (b).
II. New Additions			
Maintenance Service Contracts	Maintenance service contracts combined under the “services contracts” category	New separate category provides management authority to approve maintenance service contracts where the annual value to any one contractor is less than \$200K. - Includes repair & maintenance for facilities & equipment.	Streamlines management authority for staff responsible for maintenance contracts. Added efficiencies for contracting and day-to-day maintenance needs. Many of these contracts have the same contractor requirements as public work projects. Examples include plumbing, HVAC, garage door maintenance, vehicle parts and services
Contract Duration	Informal rule - Most solicitations request a three-year term with two additional one-year renewals. The Board currently approves contracts exceeding five years.	Formalize contract duration up to five years – applicable to contract awards exceeding the small purchase (\$10K) as defined in Ord. 8, Sec 1-20 Five years	This provides clarification and documents contract duration in the matrix.

Summary of Proposed Revisions to the Roles and Responsibilities Matrix

III. Additional Clarification Language		
Category	Proposed Revisions	Resulting Process Improvements and Benefits
Change Orders - Specific to professional and consulting	Clarification to terminology – increase to a commodity contract for the purchase of additional items on a price agreement should not be considered as a change order. Management authority for change orders within delegated authority and less than 15% for contracts approved by Executive Committee or the Board of Directors.	Provides consistency in change orders within management authority (less than 15%).
Emergency Purchases – added (commodity and service contracts)	Removed the \$100K cap and include delegated authority since this amount varies for commodity and service type.	Provides clarity and creates efficiencies.
Sole Source Contracts – less than \$50K	Authority management for contracts less than \$50K annually. Executive Committee retains approval for sole source contracts \$50K annually or \$150K aggregate in a three-year period.	Provides clarity and creates efficiencies.
Special Procurement Contracts – less than \$50K	Authority management for contracts less than \$50K annually. Executive Committee retains approval for special procurement contracts \$50K annually or \$150K aggregate in a three-year period.	Provides clarity and creates efficiencies.
Public Projects – Informal & Formal	Added additional information for clarity on informal and formal public projects. Informal limit increased to \$200K effective January 1, 2019.	Provides clarity and creates efficiencies.
Public Project – Change Orders Informal & Formal	Management authority for informal public projects within delegated authority and formal projects up to 15% of original contract amount.	Additional language added to distinguish informal and formal public projects and authority management. This provides consistency in change orders within management authority (less than 15%).
Public Projects – Emergency	Removed equipment and service as this is covered under Emergency Purchases.	Provides consistency and distinguishes emergency equipment and service contracts from emergency public projects.

Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	OCFA Current	OCFA Proposed
Commodities (Defined as materials, equipment & supplies) Ord. 8, Sec. 1-3(18)	Commodity contracts include all supplies and equipment and software licenses costing less than \$5,000 per unit Only sole source commodity contracts exceeding \$250K annually require Board approval	Inventory materials, equipment and supplies, if competed, may be awarded by management in any amount Inventory amendments for POs ≤ 30% increase none > 30% increase requires CEO signature	Inventory materials, equipment and supplies contracts can be awarded by management in any amount. The list of open supply contracts (exceeding \$100K) is provided to the finance committee annually in May. No Board approval is required.	Approval for purchase occurs with budgetary pre-approval process at the line item detail, no further approval required. <i>Unplanned items or if cost exceeds approved amount. Dept. Director <\$30K City Mgr. <\$100K Finance Commission or Great Park and Council >\$100K</i>	Executive Committee approval for commodity contracts with an annual contract amount greater than \$250,000. Authority management can approve any increase to commodity term contracts provided the annual contract amount remains less than \$250,000	Allow competitively solicited commodity contracts be awarded by management provided funding is available. Sole source and special procurement contracts over \$50,000 aggregate for three years require Executive Committee approval
Fixed Assets	<u>Budgeted Asset</u> - No Board approval if within budgeted amount in the adopted budget approved by the Board - Board approval if asset cost exceeds budgeted amt. by more than 10% or \$100,000 (whichever is less) <u>Unbudgeted Asset</u> - Board approval if cost is > 50K each	<u>Budgeted</u> ≤ 250K none >250K Board approval <u>Non-budgeted</u> ≤ 25K none > 25K Board approval of bid & award	Operating budget line items that are part of the approved budget do not need Board approval.	Approval for purchase occurs with budgetary pre-approval process at the line item detail no further approval needed unless cost of the asset is greater by \$100,000 or more of the approved budgeted amount. <i>Unbudgeted same as "Commodities"</i>	Authority management can approve the purchase of fixed assets with unit cost less than \$100,000 Executive Committee approval is required for the purchase of fixed assets with unit cost greater than \$100,000	Board – pre-approve purchase of fixed assets within the budget approved by the Board. Executive committee approve fixed asset purchases that exceed budget by 10% or \$100K Board approves when additional funding is required.

Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	OCFA Current	OCFA Proposed
Professional Services	<p>Board of Supervisors approval is required for contracts exceeding \$100,000 in any year of the contract</p> <p>Multi-year contracts exceeding \$500K require Board approval when the total contract exceeds or is anticipated to exceed \$500,000 when future years are taken into consideration</p>	<p><u>Budgeted</u> ≤ \$250K none > \$250K Board approval</p> <p><u>Non-budgeted</u> ≤ \$25K none > \$25K Board approval of bid & award</p> <p>If contract is not a competitive bid, Board approval is required for amounts over \$25,000</p>	<p>Board approval is required for contracts in which the annual contract amount is greater than \$100K.</p>	<p>Approval during the annual budget process (detailed line item includes description and not to exceed amount). No further Council approval required for the contract award unless the contract exceeds the budgeted amount <u>or the contract is >\$1M.</u></p> <p>Contracts > \$1M require Finance Commission or Great Park Board review and Council approval.</p> <p>Unbudgeted same as "Commodities"</p>	<p><i>Service contracts include professional services facilities & equipment services, and consulting.</i></p> <p>Executive Committee approval is required for service contracts in which the annual contract amount is greater than \$100K or the multi-year contract exceeds \$500K.</p>	<p>Keep limit the same for professional services</p> <p>Separate professional services and consulting services from facilities, maintenance and equipment services.</p> <p>Executive Committee approval is required for professional services and consulting services exceeding \$100,000 in any year for the contract.</p>
Maintenance Services	<p><i>Service contracts include: professional services, facilities & equip. services, consulting, capital leases, & revenue generating agreements</i></p> <p><u>Same rules listed for professional services (above) apply.</u></p>	<p><i>Service contract for maintenance are the same as professional services.</i></p> <p>Board approval is required for maintenance service contracts over \$250,000</p>	<p>Operating budget line items that are part of the approved budget do not need Board approval</p>	<p>Approval for purchase occurs with budgetary pre-approval process at the line item detail for service contracts, no further approval needed unless <u>contract is > \$1M</u></p> <p><u>Same rules listed for professional services (above) apply.</u></p> <p>Unbudgeted same as "Commodities"</p>	<p><i>Service contracts include professional services facilities & equipment services, and consulting.</i></p> <p>Executive Committee approval is required for service contracts in which the annual contract amount is greater than \$100K or the multi-year contract exceeds \$500,000.</p>	<p>Separate maintenance services (maint. & repair) from professional and consulting services.</p> <p>Provide for management award of maintenance services contracts up to \$200,000 annually, which is the same limit as informal public works bid threshold.</p>

Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	OCFA Current	OCFA Proposed
Sole Source	<u>Sole Source Commodity</u> > \$250K (annually) require Board Approval <u>Sole Source Capital Asset</u> > 75K Board approval <u>Sole Source Service Contracts</u> ≥ 75K (annual) require Board approval & may not be renewed without approval <i>Board approval is required for sole source contracts that exceed a two-year consecutive term regardless of dollar amount.</i>	<u>Sole Source</u> ≤ 25K none > 25K Board approval	<u>Sole Source</u> > \$100,000 Board approval	<u>Sole Source</u> < \$30K <i>Dept. Director & Purchasing Agent</i> > \$30K - \$100K <i>*FMSP and Assistant City Manager</i> > \$100K <i>Finance Commission or Great Park and Council approval.</i> * (FMSP) <i>Financial Management and Strategic Planning</i>	Executive Committee approval is required for sole source contracts when aggregate amount exceeds \$50,000. <i>Sole source justification form is a required attachment to the staff report.</i> Add Special Procurements Executive Committee approval is required for special procurements when aggregate amount exceeds \$50,000. Special procurements are used when it is in the best interest of OCFA to award a contract without bidding requirements and the contract does not meet the definition of a sole source with justification. <i>Special Procurement justification form is a required attachment to the staff report.</i>	<i>For Sole Source & Special Procurement contracts, Executive Committee approval is required for contracts that exceed \$50,000 annually or if the three-year aggregate exceeds \$150K.</i>

Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	OCFA Current	OCFA Proposed
Emergency Purchases	<u>Unbudgeted Asset</u> - Board approval if cost is > 25K	Report emergencies purchases made greater than 25K at the next scheduled Board meeting	No specified limit Report emergency purchases made that were greater than \$100K at the next scheduled Board meeting	The City Manager has the authority to declare a public emergency, no specified dollar limit listed. Dept. Director will submit report of circumstances to PA and file report at next regular Council meeting.	Purchases in excess of \$100,000 require prior approval of Chair or Vice Chair and must be reported at the next Executive Committee meeting. Authorize the Fire Chief or designee to declare an emergency.	Clarification <i>Approve emergency commodity and service contracts up to the amount delegated to Authority Management.</i>
Contract Amendments	Commodity contracts can be amended for various reasons by management and typically do not require Board Approval. Commodities and Service contracts of less than five years duration may be extended for up to one year without Board approval provided there are no monetary increases that exceed the average annual value of the prior year's contracts. Service contracts that exceed \$100K per year require Board approval	<i>Mgmt. authority</i> <u>Inventory amend.for POs</u> ≤ 30% increase none > 30% increase requires CEO signature <u>Informal Contract <\$50K</u> 50% of original contract or \$8,333, whichever is less, provided contract amount does not exceed \$50K <u>Formal Contract ≥\$50K</u> 15% of original contract or \$250K, whichever is less <u>Equipment Amendment</u> 5% of original contract or \$250K, whichever is less	<u>Change Order</u> If individual or cumulative total of change orders in a month together with any change orders previously approved exceeds 30% of the original contract and the individual or cumulative total of such change orders exceeds \$100K, Board approval is required.	<u>Change Order</u> <u>CIP</u> Cumulative change orders <50% of contingency require Division Manager Director pre-approval. >50% of contingency requires PW Dir. & City Mgr. pre-authorization. Council approval for any that exceed contingency in any amount. Cumulative contract value >\$1M requires Fin. Comm. or GP Board review and Council Approval. <u>Non-CIP</u> Cumulative value exceeding budget amount or >\$1M require Fin. Comm or GP Board & Council approval.	Authorize management to increase commodity contracts so long as the annual contract amount remains less than \$250,000. Authority management for service contract amendments remains the same <u>Public Projects</u> Reduce management authority on public projects change orders (formal and informal) to \$17,500 which equals 10% of the current PCC informal public project amount of \$175,000. Require Board approval for change orders on formal public projects over 10% or exceeding a total value of \$50,000	<i>Clearly define change order/modifications specifically as they relate to professional and consulting services.</i> <i>Provide Management Authority to increase maintenance services contracts up to Management Authority (\$200,000) which is the same amount considered informal for Public Works projects.</i> <i>Provide Management Authority to increase commodity contracts provided funding is available.</i>

Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	OCFA Current	OCFA Proposed
Contract Duration	Board approval required for contracts longer than five years	Board approval required for contracts longer than five years	Contracts <i>duration up to five years</i>	Contracts duration typically is up to five years except Consultant Team Program contracts (Professional Services) which is a three-year term.	Allow approval of contracts up to five years. Most solicitations provide a three-year term with two optional one-year extensions.	<i>Include in Roles/Responsibilities Matrix.</i>

RESOLUTION NO. 2019-XX

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS AMENDING THE
ROLES/RESPONSIBILITIES/AUTHORITIES MATRIX**

A. *WHEREAS*, the Orange County Fire Authority Board of Directors last amended the roles, responsibilities and authorities matrix on January 24, 2019, and

B. *WHEREAS*, the OCFA is recommending to update the roles, responsibilities and authorities matrix to streamline the procurement process; and

C. *WHEREAS*, the Board has considered the attached amendments to the matrix.

NOW THEREFORE BE IT RESOLVED, that the Orange County Fire Authority Board of does hereby resolve as follows:

The Roles/Responsibilities/Authorities Matrix is amended as indicated by the redline version attached hereto as Exhibit A.

PASSED, APPROVED and ADOPTED this 25th day of April 2019.

JOSEPH MULLER, CHAIR
OCFA Board of Directors

ATTEST:

SHERRY A.F. WENTZ, CMC
Clerk of the Authority

ORANGE COUNTY FIRE AUTHORITY Roles/Responsibilities/Authorities

All authority rests with the Board of Directors unless it is delegated by statute or board action. When delegated, these authorities are further defined by contracts, resolutions, policies, or other board actions. The following chart defines OCFA's levels of authority. The Board of Directors has the authority to change these delegations within the parameters of legal and contractual restrictions.

	Authority Management	Executive Committee	Board of Directors
Levels of Service	Develop and implement programs to provide the identified "Levels of Service."	Approve temporary changes in "Levels of Service."	Approve "Levels of Service" for the Authority.
Resource Deployment	Establish policy/deployment that maintains the approved "Levels of Service."		
Automatic and Mutual Aid Agreements	Fire Chief authorized to execute and renew Automatic Aid and Mutual Aid Agreements as necessary.		
Standard Operating Procedures (SOPs) and General Orders (GOs)	Develop and implement SOPs and GOs consistent with Board policies.		
Budget Adoption	Develop the budget.	Budget & Finance Committee - Review the budget; make recommendations.	Approve the budget prior to June 30 each year (JPA Agreement, Article IV.1)
Budget Execution	Authorize expenditures within approved budget appropriations (JPA Agreement, Article IV.2)		
Budget: Intra- and inter-fund transfer; increases and decreases to appropriation.	Approve intra-fund transfers within adopted budgets		Approve inter-fund transfers between budgets; Approve increases and decreases to appropriations.
Fire Station 41, Air Operations Maintenance Facility - Leases	Negotiate, approve and execute leases and/or lease amendments for Hangars Nos. 1, 2, 3, and 4		

ORANGE COUNTY FIRE AUTHORITY

Roles/Responsibilities/Authorities

	Authority Management	Executive Committee	Board of Directors
Fund Balance - Assigned	Assign amounts for workers' compensation and the capital improvement program within requirements of the <i>Assigned Fund Balance Policy</i>	Budget & Finance Committee – Review calculations used to determine assignments for workers' compensation and the capital improvement program for consistency with <i>Assigned Fund Balance Policy</i>	Assign and un-assign fund balance for any specific purposes other than workers' compensation and the capital improvement program, within the guidelines of GASB Statement No. 54
Fund Balance – Committed			Commit and un-commit fund balance via minutes action, within the guidelines of GASB Statement No. 54
Contingency Planning and funding	Develop plan; administer budget in a manner consistent with plan and policies.	Budget & Finance Committee - Review contingencies and spending for compliance with plan and policies.	Establish plan and policies. Transfer of Appropriation for Contingencies requires prior approval of the Chair or the Vice Chair, in the absence of the Chair, and must be reported to the Board immediately in writing.
Debt obligation	Develop and recommend financing plans.	Budget & Finance Committee – Review of recommended financing plans.	Approve all debt obligations. (Note: long-term bonded indebtedness requires approval by 2/3 rd vote of the members.)
Commodity purchases (materials, equipment & supplies) Ord. 8, Sec. 1-3(18)	Approve purchase of <u>all</u> commodities <u>contracts</u> (selection process per Ord. 8, per Art. III selection process or Art. X cooperative purchasing) for annual contract, amount less than \$250,000. Approve any increase to commodity term contracts provided the annual contract amount remains less than \$250,000.	Approve purchase of commodities with an annual contract amount greater than \$250,000. Approved increase to commodity contracts if the increase results in the annual contract being greater than \$250,000.	<u>Approve commodity purchases with the annual adoption of the budget, no further approval is required.</u>

ORANGE COUNTY FIRE AUTHORITY

Roles/Responsibilities/Authorities

	Authority Management	Executive Committee	Board of Directors
Fixed asset purchases	Approve purchase of <u>all</u> fixed assets contracts (selection process per Ord. 8 per Art. III selection process or Art. X cooperative purchasing) within the budgeted amount approved by the Board of Directors. unit cost less than \$100,000.	Approve purchase of fixed assets with a unit cost greater than \$100,000. Approve purchase of fixed assets that exceed the budgeted amount by more than 15% or \$100,000 (whichever is less).	<u>Approve purchase of fixed assets included in the annual budget with the annual adoption of the budget, no further approval is required.</u>
Service Professional and Consulting Services Contracts - <u>general services and consulting including architectural, engineering, and project management services, professional services, facilities & equipment services, and consulting.</u>	Approve all <u>professional and consulting</u> service contracts (selection process per Ord. 8, Art. III, or Art. X) for annual contract amount <u>where the annual value to any one firm is</u> less than \$100,000. Approve multi-year contracts (maximum five years) so long as the <u>total annual contract amount is less than \$100,000, and the total contract amount does not exceed \$500,000 does not exceed Authority Management.</u>	Approve all <u>professional and consulting</u> service contracts in which the annual contract amount <u>value to any one firm</u> exceeds \$100,000. or multi-year contract exceeds \$500,000 when future years are taken into consideration. Contract extensions beyond the initial contract term and allowable contract extensions <u>(exceeding five years)</u> will require Executive Committee approval prior to contract extension.	
<u>Contract Duration</u> <u>Five years (three years plus two additional one-year periods)</u> <u>Applies to contracts exceeding small purchases as defined in Ord. 8 Sec 1-20</u>	<u>Approve extension of contracts within management delegated authority for contracts with a duration up to five years.</u>	<u>Approve extension of contracts exceeding five years or contracts that exceed management delegated authority.</u>	

ORANGE COUNTY FIRE AUTHORITY Roles/Responsibilities/Authorities

	Authority Management	Executive Committee	Board of Directors
<u>Maintenance Service Contracts - includes repair and maintenance for facilities & equipment.</u>	<p><u>Approve all maintenance service contracts (selection process per Ord. 8, Art. III, or Art. X) for annual contract where the annual value to any one contractor is less than \$200,000.</u></p> <p><u>Approve multi-year contracts (maximum five years) so long as the total annual contract amount does not exceed Authority Management.</u></p> <p><u>Approve maintenance service contract increases within limits delegated herein to Authority Management.</u></p>	<p><u>Approve all maintenance service contracts in which the annual value to any one contractor exceeds \$200,000.</u></p> <p><u>Contract extensions beyond the initial contract term and allowable contract extensions (five year maximum) will require Executive Committee approval prior to contract extension.</u></p>	
Change Orders/ Modifications <u>Professional & Consulting</u> Service Contract Amendments (Non Public Projects)	<p>For <u>professional & consulting</u> service contracts within the limits delegated herein to Authority Management, approve change orders in any amount so long as the revised amount remains within the delegated limits.</p> <p>For contracts originally approved by the Executive Committee or Board of Directors, approve change orders within the original scope of work, less than 15% but not to exceed a total value of \$50,000.</p>	Approve change order/modifications to any <u>professional & consulting service</u> contracts with original or revised values that exceed those amounts delegated herein to Authority Management.	.
Emergency Purchases (<u>commodity and service contracts</u>)/ Contracts	Approve emergency purchases, as defined in Ord. 8, Sec. 1-3(14) & Sec. 1-22, up to \$100,000. <u>the amounts delegated to Authority Management herein for purchases following standard selection process.</u>	Purchases in excess of \$100,000 <u>the amounts delegated to Authority Management</u> require prior approval of Chair or Vice Chair and must be reported at the next Executive Committee meeting.	

ORANGE COUNTY FIRE AUTHORITY Roles/Responsibilities/Authorities

	Authority Management	Executive Committee	Board of Directors
Sole Source Contracts	Approve any sole source contracts less than \$50,000 <u>annually</u> , so long as acceptable justification is provided by the using agency <u>department</u> per the requirements in Ord. 8, Sec. 1-21.	Approve any sole source contracts when the aggregate annual amount exceeds \$50,000 <u>or the three-year aggregate amount exceeds \$150,000</u> . <i>Sole source justification form is a required attachment to the staff report.</i>	
Special Procurement Contracts – <i>utilized when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source.</i>	Approve any special procurement contract less than \$50,000 <u>annually</u> , so long as acceptable justification is provided by the using agency <u>department</u> per the requirements in Ord. 8, Sec. 1-23.	Approve any special procurement contract when the aggregate annual amount exceeds \$50,000 <u>or the three-year aggregate amount exceeds \$150,000</u> . <i>—Special procurement justification form is a required attachment to the staff report.</i>	
Public Projects - <u>Informal & Formal as set forth in the California Public Contract Code Section 22032.</u>	Approve all informal public projects in amounts up to the statutory limits authorized by Public Contract Code Section 22032 (Currently p Projects under \$175 <u>200</u> ,000 <u>effective 1-1-19</u>).		Approve all formal public works contracts in amounts at or above the statutory limits authorized by Public Contract Code Section 22032 (Currently p Projects over \$200 <u>175</u> ,000 <u>effective 1-1-19</u>).

ORANGE COUNTY FIRE AUTHORITY

Roles/Responsibilities/Authorities

	Authority Management	Executive Committee	Board of Directors
Public Projects - Change Orders/ Modifications for in formal and in formal Public Projects as set forth in Public Contract Code Section 22032	<p><u>For informal public projects within the original scope of work, approve change orders in any amount so long as the revised total remains below the statutory limits authorized by Public Contract Code Section 22032 (b).</u></p> <p><u>For formal public projects originally approved by the Board of Directors, approve change orders within the original scope of work.</u> Approve Change Order/modifications for formal and informal Public Projects up to 150% of original contract amount, but less than a total value of \$17,500.</p>	Approve Change Order/modifications for informal Public Projects over 10% of original contract amount, or exceeding a total value of \$17,500.	Approve c Change o Order/modification on formal p Public p Projects over 1 50 % of original contract amount, or exceeding a total value of \$50,000 which ever is less.
Public Projects – Emergency as defined in Public Contract Code Sections 22035 and 22050 (Ord. 8, Sec. 1-53)	Fire Chief or designee has authority to declare an emergency and authorize procurement of equipment, services, construction services and supplies without the competitive bidding requirements when it is impracticable to convene a meeting of the Board of Directors prior to addressing the emergency needs.		Authorize exemption from procurement requirements by four-fifths vote (at next scheduled meeting) as required per Public Contract Code Sections 22035 and 22050.
Investment Practices	Provide financial data to Budget & Finance Committee, Executive Committee and Board of Directors. Develop draft policy.	Budget & Finance Committee - Review Treasury/Investment actions to insure compliance with policy. Executive Committee – review monthly reports.	Adopt investment and Treasury policies.
Setting of salaries/benefits and other terms and conditions of employment	Identify issues, recommend negotiations approach; negotiate with labor organizations as approved by the Board of Directors.	Review management recommendations; make recommendations to the Board of Directors.	Provide direction to chief negotiator on negotiations; adopt resulting MOUs and changes in the PSR.

ORANGE COUNTY FIRE AUTHORITY
Roles/Responsibilities/Authorities

	Authority Management	Executive Committee	Board of Directors
Grievances	Administer procedures pursuant to MOU and PSR provisions.		
Disciplinary Actions	Implement disciplinary actions within legal and MOU requirements.		
Hire/Terminate	Hire/terminate Authority staff.	Make recommendations to the Board of Directors on General Counsel legal services contract and Fire Chief employment contract, and compensation of General Counsel and the Fire Chief.	Hire/terminate Fire Chief and General Counsel. Approve service contract for General Counsel. Approve employment contract for Fire Chief.
Appointments			Appointment of clerk, auditor, and treasurer (JPA Agreement Articles II.9 and II.13)
Classification and Salary Ranges	Administer classification system within existing classes and budget.	Adopt and approve new or modified classes and corresponding salary ranges.	
Settlement of Employee Complaints and Grievances	Approve settlements up to \$10,000 within existing PSR parameters.	Approve settlements up to \$50,000.	Approve settlements over \$50,000.
File Legal Action			Authorize filing of legal action.
Respond to Legal Action			Authorize response to legal action.
Settlement of Claims and Litigation	Approve settlements of claims and litigation up to \$50,000. and workers' compensation claims under \$250,000.		Approve settlements of claims and litigation in excess of \$50,000 and workers' compensation claims above \$250,000.
Level of risk/coverage/exposure	Recommend risk management policies; administer risk management program within established Board of Directors and legal requirements.		Establish policies.

**ORANGE COUNTY FIRE AUTHORITY
Roles/Responsibilities/Authorities**

	Authority Management	Executive Committee	Board of Directors
Write-Off for Uncollectible Accounts	Approve write-off of uncollectible accounts up to \$15,000.	Approve write-off of uncollectible accounts over \$15,000. Budget and Finance Committee review annual report of uncollectibles and make a recommendation to Executive Committee for final decision.	
Accept Real Property Interests	Accept interest in real property if the Board of Directors or Executive Committee has previously approved.		Approve Purchase Agreements for the acquisition of real property.
Secured Fire Protection Agreements	Approve Secured Fire Protection Agreements, using the standard form agreement previously approved by the Board of Directors, and approved as to form by General Counsel.		Approve Secured Fire Protection Agreements that contain material differences from the standard form approved by the Board of Directors.
Utility licenses and easements	Execute licenses and easements for utilities necessary to implement construction projects approved by the Board or Executive Committee	Approve licenses and easements for utilities where no prior approval of construction projects has occurred	
Accept Grants	Accept all grants except: (1) when the grantor requires approval by the governing body, or; (2) when an adjustment is immediately needed to appropriations to expend the grant, or; (3) when a contract award is needed, requiring approval by the Executive Committee or Board.	Accept all grants in which the grantor requires approval by the governing body.	



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2019

Agenda Item No. 3B
Consent Calendar

Amendment to Personnel and Salary Resolution

Contact(s) for Further Information

Brian Fennessy, Fire Chief	brianfennessy@ocfa.org	714.573.6010
Lori Zeller, Deputy Chief	lorizeller@ocfa.org	714.573.6020
Administration & Support Bureau		

Summary

This agenda item is submitted for approval to amend Part 3, Article 1, Section 8 (Authority Issued Vehicles and Cash in Lieu Allowance Policy) and Appendix B (Administrative Management Classifications) of the Personnel and Salary Resolution (P&SR) for Executive Management employees.

Prior Board/Committee Action

Human Resources Committee Recommendation: *APPROVE*

At its regular February 5, 2019, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

At the February 28, 2019, OCFA staff pulled this item from the agenda to be returned to a future Board meeting.

RECOMMENDED ACTION(S)

Adopt the proposed amendment to Part 3, Article 1, Section 8 (Authority Issued Vehicles and Cash in Lieu Allowance Policy) and Appendix B (Administrative Management Classifications) of the Personnel and Salary Resolution for Executive Management employees.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The existing approved budget includes amounts for vehicle allowances for the two Director level positions. Amending the P&SR to provide an Authority-issued vehicle option will increase expenditures by approximately \$37,500 in the first year and \$500 annually thereafter for each Director electing that option (Attachment 5). Vehicles will be incorporated into the Capital Improvement Program and replaced approximately every seven years, or as needed.

Background

The Personnel and Salary Resolution (P&SR) defines the terms and conditions of employment for Executive Management employees, including the "Authority Issued Vehicles and Cash in Lieu Allowance Policy." Currently, the P&SR authorizes the Fire Chief to determine if an Executive Management employee requires the use of either an Authority-issued vehicle, emergency/Code 3 response vehicle or a non-emergency vehicle, based on duties performed. However, per the P&SR,

two Executive Management classifications (Director of Communications and Human Resources Director) are not eligible to receive an Authority-issued vehicle, but instead receive a monthly cash allowance in the amount of five hundred dollars for the use of their personal vehicle for Authority business.

The Fire Chief has determined that the amount of Authority-related travel expected of the Director classifications is on par with that of the other Executive Management classifications, and therefore, desires to expand the option of an Authority-issued vehicle to the two Director classifications.

In January 2019, staff conducted a survey to determine how other Orange County public agencies administer this type of benefit for their Executive Managers (Attachment 6). The survey queried which agencies offer an agency-issued vehicle and/or a monthly cash allowance (including the amount), as well as which Executive Management classifications were eligible for the benefit. Of the eighteen responding agencies, sixteen provide a monthly cash allowance or an agency-issued vehicle to Executive Managers. Cash allowances range from \$225 to \$868 per month, depending on the classification. Finally, Director-level positions at four public agencies are eligible to receive an auto allowance or an agency-issued vehicle.

The proposed amendment also includes an update to the “Administrative Management Classifications” identified in Appendix B of the P&SR to align with the classifications represented by the Orange County Fire Authority Management Association. Board approval is required for these amendments to the Personnel and Salary Resolution. The Proposed P&SR – Version A, represents the amendments discussed above (Attachment 1). In addition, alternative options are provided to further alter the use provisions, if desired (Attachments 2 through 4).

Attachment(s)

1. Proposed Personnel and Salary Resolution – Version A
2. Alternative Personnel and Salary Resolution – Version B
3. Alternative Personnel and Salary Resolution – Version C
4. Alternative Personnel and Salary Resolution – Version D
5. Summary of Fiscal Impact
6. Executive Management Vehicle/Cash Allowance Survey Results

PERSONNEL AND SALARY RESOLUTION

ORANGE COUNTY FIRE AUTHORITY

Revised by the Board of Directors

August 23, 2018 April 25, 2019

(Amendments to Part 3, Section 8 and to Appendix B Only)

PART 3 - EXECUTIVE MANAGEMENT
ARTICLE I

TERMS AND CONDITIONS OF EMPLOYMENT

Section 8. Authority Issued Vehicles and Cash in Lieu Allowance Policy

A. Intent of Policy

This policy has been developed to provide a consistent application of the Vehicle Allowance benefit that covers the issuance of an Authority vehicle or a cash allowance in lieu of an Authority issued vehicle.

B. Authority Issued Vehicle

1. Emergency/Code 3 Response Vehicles

Based on the duties performed by each member of the Executive Management group, the Fire Chief shall determine if an employee shall be required to maintain a twenty-four (24) hour emergency/Code 3 response vehicle. This determination shall be based on the specific requirement of the job and shall take all of the following conditions into consideration:

- The duties of the position require a twenty-four (24) hour seven (7) days a week emergency/Code 3 response status.
- The duties require that the vehicle be equipped with emergency/Code 3 response and communications equipment, i.e., emergency lights, siren, emergency radio, etc.
- The duties dictate the use of the vehicle in a manner that insurance coverage is not available on an individual basis, i.e., emergency response and wildland traversing.

Upon determination by the Fire Chief that the Executive Management member's duties require an Authority issued emergency/Code 3 equipped response vehicle, the Fire Chief shall assign such vehicle to the employee. The Fire Chief, at his/her discretion, may at any time determine that there is no need for such vehicle and revoke the use of the vehicle.

Emergency/Code 3 response vehicles shall be provided at the discretion of the Fire Chief and be in accordance with the following conditions:

- Those employees who shall be provided emergency/Code 3 response vehicles may use the vehicles for personal use, but shall be available on a twenty-four (24) hour, seven (7) days a week emergency/Code 3 response status.

- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be equipped with emergency/Code 3 equipment and shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee and spouse when the employee is present in the vehicle.
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief
- Authority provided fuel for Authority issued vehicles shall be for business use only.

2. Non-emergency/Code 3 Response Vehicles

Should an Executive Management employee opt to receive an Authority issued vehicle, the issuance of the vehicle shall be in accordance with the following conditions:

- Those employees provided vehicles may use the vehicles for personal use.
- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee and spouse when the employee is present in the vehicle.
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief.
- Authority provided fuel for Authority issued vehicles shall be for business use only.

3. Record Keeping

It is understood that if an employee is issued an Authority vehicle, the vehicle shall be used for business and personal use. In determining the cash value of the personal use of the vehicle, the method of "Annual Lease Value" shall be applied. Upon receipt of the appropriate information from the employee, the Finance Manager shall calculate the appropriate cash value for the vehicle's personal use. The cash value shall be identified on the individual's W-2 in Box 1 as taxable income. The cash value shall cover the cost of the vehicle and its maintenance and insurance.

C. Vehicle Cash Allowance

Those Executive Management employees who are not determined by the Fire Chief to be required to maintain a twenty-four (24) hour a day seven (7) days a week emergency/Code 3 response vehicle shall have the option of an Authority provided vehicle or shall receive a monthly cash allowance in the amount of five hundred (500) dollars for the use of their personal vehicle for Authority business. Such allowance shall be identified on their W-2 in Box 1, as taxable income. ~~The Human Resources Director and Director of Communications are only eligible to receive the monthly cash allowance.~~

Employees who use their personal vehicle for business purposes shall comply with the following requirements:

- They shall maintain and provide proof of adequate levels of personal vehicle insurance coverage.
- They shall purchase their own fuel for the vehicle.
- They shall ensure that the vehicle is properly maintained.

ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS

0570 Accounting Manager
1810 Assistant Clerk of the Authority
1374 Assistant Information Technology Mgr - Customer Relations & Consulting
1371 Assistant Information Technology Mgr - GIS & Data Management
1373 Assistant Information Technology Mgr - Infrastructure & Workplace Support
1372 Assistant Information Technology Mgr - Portfolio & Procurement
1710 Assistant Treasurer
0750 Benefit Services Manager
1820 Clerk of the Authority
0440 Construction Manager
0190 Deputy Fire Marshal
~~0765 Employee Relations Manager~~
1530 EMS Coordinator
1250 Emergency Communications Center Manager
0430 Facilities Maintenance Manager
0590 Finance Manager
0280 Fleet Services Manager
0765 Human Resources Manager
1370 Information Technology Manager
1630 Legislative Analyst
1620 Management Analyst
1540 Medical Director
0760 Organizational and Development Training Program Manager
0560 Payroll/Accounts Payable Manager
0450 Property Manager
0330 Purchasing and Materials Manager
0860 Risk Management Analyst
0870 Risk Management Safety Officer
0880 Risk Manager
0550 Senior Accountant
0740 Senior Human Resources Analyst
1720 Treasurer

PERSONNEL AND SALARY RESOLUTION

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- The duties of the position require a twenty-four (24) hour seven (7) days a week emergency/Code 3 response status.
- The duties require that the vehicle be equipped with emergency/Code 3 response and communications equipment, i.e., emergency lights, siren, emergency radio, etc.
- The duties dictate the use of the vehicle in a manner that insurance coverage is not available on an individual basis, i.e., emergency response and wildland traversing.

Upon determination by the Fire Chief that the Executive Management member's duties require an Authority issued emergency/Code 3 equipped response vehicle, the Fire Chief shall assign such vehicle to the employee. The Fire Chief, at his/her discretion, may at any time determine that there is no need for such vehicle and revoke the use of the vehicle.

Emergency/Code 3 response vehicles shall be provided at the discretion of the Fire Chief and be in accordance with the following conditions:

- Those employees who shall be provided emergency/Code 3 response vehicles may use the vehicles for personal use, but shall be available on a twenty-four (24) hour, seven (7) days a week emergency/Code 3 response status.

- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be equipped with emergency/Code 3 equipment and shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee ~~and spouse when the employee is present in the vehicle.~~
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief
- Authority provided fuel for Authority issued vehicles shall be for business use only.

2. Non-emergency/Code 3 Response Vehicles

Should an Executive Management employee opt to receive an Authority issued vehicle, the issuance of the vehicle shall be in accordance with the following conditions:

- Those employees provided vehicles may use the vehicles for personal use.
- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee ~~and spouse when the employee is present in the vehicle.~~
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief.
- Authority provided fuel for Authority issued vehicles shall be for business use only.

3. Record Keeping

It is understood that if an employee is issued an Authority vehicle, the vehicle shall be used for business and personal use. In determining the cash value of the personal use of the vehicle, the method of "Annual Lease Value" shall be applied. Upon receipt of the appropriate information from the employee, the Finance Manager shall calculate the appropriate cash value for the vehicle's personal use. The cash value shall be identified on the individual's W-2 in Box 1 as taxable income. The cash value shall cover the cost of the vehicle and its maintenance and insurance.

C. Vehicle Cash Allowance

Those Executive Management employees who are not determined by the Fire Chief to be required to maintain a twenty-four (24) hour a day seven (7) days a week emergency/Code 3 response vehicle shall have the option of an Authority provided vehicle or shall receive a monthly cash allowance in the amount of five hundred (500) dollars for the use of their personal vehicle for Authority business. Such allowance shall be identified on their W-2 in Box 1, as taxable income. ~~The Human Resources Director and Director of Communications are only eligible to receive the monthly cash allowance.~~

Employees who use their personal vehicle for business purposes shall comply with the following requirements:

- They shall maintain and provide proof of adequate levels of personal vehicle insurance coverage.
- They shall purchase their own fuel for the vehicle.
- They shall ensure that the vehicle is properly maintained.

ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS

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1620 Management Analyst
1540 Medical Director
0760 Organizational and Development Training Program Manager
0560 Payroll/Accounts Payable Manager
0450 Property Manager
0330 Purchasing and Materials Manager
0860 Risk Management Analyst
0870 Risk Management Safety Officer
0880 Risk Manager
0550 Senior Accountant
0740 Senior Human Resources Analyst
1720 Treasurer

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- The duties of the position require a twenty-four (24) hour seven (7) days a week emergency/Code 3 response status.
- The duties require that the vehicle be equipped with emergency/Code 3 response and communications equipment, i.e., emergency lights, siren, emergency radio, etc.
- The duties dictate the use of the vehicle in a manner that insurance coverage is not available on an individual basis, i.e., emergency response and wildland traversing.

Upon determination by the Fire Chief that the Executive Management member's duties require an Authority issued emergency/Code 3 equipped response vehicle, the Fire Chief shall assign such vehicle to the employee. The Fire Chief, at his/her discretion, may at any time determine that there is no need for such vehicle and revoke the use of the vehicle.

Emergency/Code 3 response vehicles shall be provided at the discretion of the Fire Chief and be in accordance with the following conditions:

- Those employees who shall be provided emergency/Code 3 response vehicles may use the vehicles for personal use, but shall be available on a twenty-four (24) hour, seven (7) days a week emergency/Code 3 response status.

- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be equipped with emergency/Code 3 equipment and shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee ~~and spouse when the employee is present in the vehicle.~~
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief
- Authority provided fuel for Authority issued vehicles shall be for business use only.

2. Non-emergency/Code 3 Response Vehicles

Should an Executive Management employee opt to receive an Authority issued vehicle, the issuance of the vehicle shall be in accordance with the following conditions:

- Those employees provided vehicles may use the vehicles for limited (de minimis) personal use.
- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee ~~and spouse when the employee is present in the vehicle.~~
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief.
- Authority provided fuel for Authority issued vehicles shall be for business use only.

3. Record Keeping

It is understood that if an employee is issued an Authority vehicle, the vehicle shall be used for business and personal use. In determining the cash value of the personal use of the vehicle, the method of "Annual Lease Value" shall be applied. Upon receipt of the appropriate information from the employee, the Finance Manager shall calculate the appropriate cash value for the vehicle's personal use. The cash value shall be identified on the individual's W-2 in Box 1 as taxable income. The cash value shall cover the cost of the vehicle and its maintenance and insurance.

C. Vehicle Cash Allowance

Those Executive Management employees who are not determined by the Fire Chief to be required to maintain a twenty-four (24) hour a day seven (7) days a week emergency/Code 3 response vehicle shall have the option of an Authority provided vehicle or shall receive a monthly cash allowance in the amount of five hundred (500) dollars for the use of their personal vehicle for Authority business. Such allowance shall be identified on their W-2 in Box 1, as taxable income. ~~The Human Resources Director and Director of Communications are only eligible to receive the monthly cash allowance.~~

Employees who use their personal vehicle for business purposes shall comply with the following requirements:

- They shall maintain and provide proof of adequate levels of personal vehicle insurance coverage.
- They shall purchase their own fuel for the vehicle.
- They shall ensure that the vehicle is properly maintained.

ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS

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1372 Assistant Information Technology Mgr - Portfolio & Procurement
1710 Assistant Treasurer
0750 Benefit Services Manager
1820 Clerk of the Authority
0440 Construction Manager
0190 Deputy Fire Marshal
~~0765 Employee Relations Manager~~
1530 EMS Coordinator
1250 Emergency Communications Center Manager
0430 Facilities Maintenance Manager
0590 Finance Manager
0280 Fleet Services Manager
0765 Human Resources Manager
1370 Information Technology Manager
1630 Legislative Analyst
1620 Management Analyst
1540 Medical Director
0760 Organizational and Development Training Program Manager
0560 Payroll/Accounts Payable Manager
0450 Property Manager
0330 Purchasing and Materials Manager
0860 Risk Management Analyst
0870 Risk Management Safety Officer
0880 Risk Manager
0550 Senior Accountant
0740 Senior Human Resources Analyst
1720 Treasurer

PERSONNEL AND SALARY RESOLUTION

ORANGE COUNTY FIRE AUTHORITY

Revised by the Board of Directors

August 23, 2018 April 25, 2019

(Amendments to Part 3, Section 8 and to Appendix B Only)

PART 3 - EXECUTIVE MANAGEMENT
ARTICLE I

TERMS AND CONDITIONS OF EMPLOYMENT

Section 8. Authority Issued Vehicles and Cash in Lieu Allowance Policy

A. Intent of Policy

This policy has been developed to provide a consistent application of the Vehicle Allowance benefit that covers the issuance of an Authority vehicle or a cash allowance in lieu of an Authority issued vehicle.

B. Authority Issued Vehicle

1. Emergency/Code 3 Response Vehicles

Based on the duties performed by each member of the Executive Management group, the Fire Chief shall determine if an employee shall be required to maintain a twenty-four (24) hour emergency/Code 3 response vehicle. This determination shall be based on the specific requirement of the job and shall take all of the following conditions into consideration:

- The duties of the position require a twenty-four (24) hour seven (7) days a week emergency/Code 3 response status.
- The duties require that the vehicle be equipped with emergency/Code 3 response and communications equipment, i.e., emergency lights, siren, emergency radio, etc.
- The duties dictate the use of the vehicle in a manner that insurance coverage is not available on an individual basis, i.e., emergency response and wildland traversing.

Upon determination by the Fire Chief that the Executive Management member's duties require an Authority issued emergency/Code 3 equipped response vehicle, the Fire Chief shall assign such vehicle to the employee. The Fire Chief, at his/her discretion, may at any time determine that there is no need for such vehicle and revoke the use of the vehicle.

Emergency/Code 3 response vehicles shall be provided at the discretion of the Fire Chief and be in accordance with the following conditions:

- Those employees who shall be provided emergency/Code 3 response vehicles may use the vehicles for limited (de minimis) personal use, ~~but~~ and shall be available on a twenty-four (24) hour, seven (7) days a week emergency/Code 3 response status.

- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be equipped with emergency/Code 3 equipment and shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee ~~and spouse when the employee is present in the vehicle.~~
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief
- Authority provided fuel for Authority issued vehicles shall be for business use only.

2. Non-emergency/Code 3 Response Vehicles

Should an Executive Management employee opt to receive an Authority issued vehicle, the issuance of the vehicle shall be in accordance with the following conditions:

- Those employees provided vehicles may use the vehicles for limited (de minimis) personal use.
- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee ~~and spouse when the employee is present in the vehicle.~~
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief.
- Authority provided fuel for Authority issued vehicles shall be for business use only.

3. Record Keeping

It is understood that if an employee is issued an Authority vehicle, the vehicle shall be used for business and personal use. In determining the cash value of the personal use of the vehicle, the method of "Annual Lease Value" shall be applied. Upon receipt of the appropriate information from the employee, the Finance Manager shall calculate the appropriate cash value for the vehicle's personal use. The cash value shall be identified on the individual's W-2 in Box 1 as taxable income. The cash value shall cover the cost of the vehicle and its maintenance and insurance.

C. Vehicle Cash Allowance

Those Executive Management employees who are not determined by the Fire Chief to be required to maintain a twenty-four (24) hour a day seven (7) days a week emergency/Code 3 response vehicle shall have the option of an Authority provided vehicle or shall receive a monthly cash allowance in the amount of five hundred (500) dollars for the use of their personal vehicle for Authority business. Such allowance shall be identified on their W-2 in Box 1, as taxable income. ~~The Human Resources Director and Director of Communications are only eligible to receive the monthly cash allowance.~~

Employees who use their personal vehicle for business purposes shall comply with the following requirements:

- They shall maintain and provide proof of adequate levels of personal vehicle insurance coverage.
- They shall purchase their own fuel for the vehicle.
- They shall ensure that the vehicle is properly maintained.

ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS

0570 Accounting Manager
1810 Assistant Clerk of the Authority
1374 Assistant Information Technology Mgr - Customer Relations & Consulting
1371 Assistant Information Technology Mgr - GIS & Data Management
1373 Assistant Information Technology Mgr - Infrastructure & Workplace Support
1372 Assistant Information Technology Mgr - Portfolio & Procurement
1710 Assistant Treasurer
0750 Benefit Services Manager
1820 Clerk of the Authority
0440 Construction Manager
0190 Deputy Fire Marshal
~~0765 Employee Relations Manager~~
1530 EMS Coordinator
1250 Emergency Communications Center Manager
0430 Facilities Maintenance Manager
0590 Finance Manager
0280 Fleet Services Manager
0765 Human Resources Manager
1370 Information Technology Manager
1630 Legislative Analyst
1620 Management Analyst
1540 Medical Director
0760 Organizational and Development Training Program Manager
0560 Payroll/Accounts Payable Manager
0450 Property Manager
0330 Purchasing and Materials Manager
0860 Risk Management Analyst
0870 Risk Management Safety Officer
0880 Risk Manager
0550 Senior Accountant
0740 Senior Human Resources Analyst
1720 Treasurer

**Amendments to Personnel & Salary Resolution
Executive Management Vehicle Provisions
Fiscal Impact**

Description	Average Vehicle Costs (including purchase) Year #1	Average Annual Vehicle Costs for Years #2 to #7	Average Annual Costs (purchase spread over 7-year useful life)
Vehicle Purchase	\$ 37,000	\$ -	\$ 5,286
Fuel	3,716	3,716	3,716
Maintenance	2,569	2,569	2,569
Insurance	227	227	227
Less Cash Allowance	(6,000)	(6,000)	(6,000)
Net Budget Increase	\$ 37,512	\$ 512	\$ 5,798

Executive Management - Vehicle or Auto Allowance Survey of Orange County Public Agencies
January 2019

Attachment 6

Agency	Auto Allowance for Exec Mgmt (Y or N)	Auto Allowance Amount (If amounts vary, please indicate range)	Positions Eligible for Allowance	Agency-Issued Vehicle (Y or N)	Positions Eligible for Agency-Issued Vehicle	Notes
OCFA	Y	\$500	<i>All (Unless Code 3 Vehicle Required), including Fire Chief, Asst. Chief, Deputy Fire Chief, and Director of HR & Communications</i>	<i>Yes - Emergency/Code 3 Response Vehicles AND Non-emergency/Code 3 Response Vehicles</i>	<i>Determined by Fire Chief based on job duties</i>	<i>HR and Communications Director may only receive the monthly cash allowance</i>
Aliso Viejo, City of	Y	\$550	City Manager	N	N/A	Benefit provided Monthly
Anaheim, City of	Y	\$225 - 300	Mayor, City Council Members, Executive Managers (excluding the City Manager), Asst General Managers of: Electric Services, Finance & Administration, Water Services, Utilities Joint Services, Deputy City Engineer, Risk Manager, Traffic & Transportation Manager	Y	City Manager, Fire Chief, Police Chief	Resolution No 2006-118 & Resolution No 2006-117 Benefit provided Bi-Weekly
Buena Park, City of	Y	\$300	Asst. City Manager, City Clerk, Director of: Finance, HR/Risk Mgmt, Community Development, Community Services	N	N/A	Benefit provided Monthly
Dana Point, City of	Y		Asst. City Manager, Director of Community Development, City Clerk	Y	City Manager, Director of Public Works, Director of Admin. Services	Benefit provided Monthly Auto allowance amount not provided.
Garden Grove, City of	Y	\$868	City Manager, Deputy City Manager, City Clerk, Director of: Community Development, Community Services, Finance, Public Works, Human Resources, Information Technology, Fire Chief, Police Chief	Y	City Manager, Deputy City Manager, City Clerk, Directors of: Community Development, Community Services, Finance, Public Works, Human Resources, Information Technology, Fire Chief, Police Chief	Benefit provided Monthly Executives may choose between allowance and vehicle
Huntington Beach, City of	Y	\$550 - 650	City Manager, Asst. City Manager Director of: Building & Safety, Community Services, Economic Development, Human Resources, Library Services, Community Development, Public Works, Chief Information Officer, Chief Financial Officer, Fire Chief, Police Chief	Y	Fire Chief, Police Chief	Benefit provided Monthly

Executive Management - Vehicle or Auto Allowance Survey of Orange County Public Agencies
January 2019

Agency	Auto Allowance for Exec Mgmt (Y or N)	Auto Allowance Amount (If amounts vary, please indicate range)	Positions Eligible for Allowance	Agency-Issued Vehicle (Y or N)	Positions Eligible for Agency-Issued Vehicle	Notes
Irvine, City of	Y	\$300 - 550	City Manager, Asst. City Manager, Asst. City Manager (Special Projects), City Clerk, Director of: Admin Services, Community Development, Great Park, Public Affairs and Communications, Public Safety/Chief of Police, Public Works, Transportation, Deputy City Manager, Deputy Director of: Admin Services, Community Services, Public Works, Public Safety/Police Chief, Community Development, Special Asst. to the Chief of Police, Chief Information Officer, Council Services Manager, Managers of: Advance Planning, Animal Care, Budget & Business Planning, Building & Safety/Chief Building Official, Business Services, Community Services, Engineering/City Engineer, Facility Maintenance and Rehabilitation, Fiscal Services, Great Park Planning & Development, Housing, HR, Land & Assets, Neighborhood Services, OC Great Park Corporation, Public Communications, Public Services, Transit & Transportation	Y	Provided Choice of Allowance or Vehicle: City Manager, Asst. City Manager, Asst. City Manager (Special Projects), City Clerk, Director of: Admin Services, Community Development, Great Park, Public Affairs and Communications, Public Safety/Chief of Police, Public Works, Transportation, Deputy City Manager, Deputy Director of: Admin Services, Community Services, Public Works, Public Safety/Police Chief, Community Development, Special Asst. to the Chief of Police	The City Manager may approve use of a City vehicle or mileage reimbursement for those miles traveled in the employee's vehicle, which exceed the miles covered by the vehicle allowance based on the current mileage rate.
La Palma, City of	Y	\$325	City Manager	Y	Police Chief & Police Captain	Police Chief and Captains also receive a gas card for fueling the vehicle. Benefit provided Monthly
Lake Forest, City of	Y	\$400	City Manager, Asst. City Manager, City Clerk, Directors of: Community Services, Community Development, Public Works/City Engineer, Finance, Mgmt Services	Y	City Manager, Asst. City Manager, City Clerk, Directors of: Community Services, Community Development, Public Works/City Engineer, Finance, Mgmt Services	Benefit provided Monthly Agency vehicle issued at City's discretion
Mission Viejo, City of	Y	\$300 - 550	City Manager, Asst. City Manager/Director of Public Services, Director of: IT, Admin. Services, Public Works, Recreation & Community Services, Community Development, Library & Cultural Services City Engineer, Public Services Operations Manager, Facilities Maintenance Manager, City Clerk	N	N/A	Benefit provided Monthly
Orange, City of	N					
Orange, County of	Y	\$600 - 765	Elected Officials, Department Heads, Senior Mgmt	N		Benefit provided Monthly
Rancho Santa Margarita, City of	N					

Executive Management - Vehicle or Auto Allowance Survey of Orange County Public Agencies
January 2019

Agency	Auto Allowance for Exec Mgmt (Y or N)	Auto Allowance Amount (If amounts vary, please indicate range)	Positions Eligible for Allowance	Agency-Issued Vehicle (Y or N)	Positions Eligible for Agency-Issued Vehicle	Notes
San Juan Capistrano, City of	Y	\$ 225 - 350	City Manager, Asst. City Manager, City Clerk	Y	City Manager, Asst. City Manager, City Clerk	Auto Allowance is negotiated in employment contract, executives may elect for an allowance or a vehicle. Current executives have elected allowance. Benefit provided Monthly
Santa Ana, City of	Y	\$500	Exec Mgmt, City Manager, City Council, City Clerk, and City Attorney (if employee)	Y	Police Chief and City Manager	Only entitled to <i>either</i> car or allowance. Currently only Police Chief and City Manager have a car.
Stanton, City of	Y	\$300	City Manager, Director of: Public Works, Community Development, Admin. Services, Public Safety Services	Y	City Manager	Benefit provided Monthly City Manager may elect a vehicle in lieu of allowance
Tustin, City of	Y	\$400	Asst. City Manager, Deputy City Manager and all Directors	Y	City Manager, Police Chief, Deputy Police Chief and Police Captains	Benefit provided Monthly
Yorba Linda, City of	Y	\$275 - 550	Department Heads and designated Mid-Mgmt	N	N/A	Benefit provided Monthly



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2019

Agenda Item No. 3C
Consent Calendar

City of Garden Grove – Budget Adjustment for Start-Up Costs

Contact(s) for Further Information

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714-573-6801
Deborah Gunderson, Budget Manager	deborahgunderson@ocfa.org	714.573.6302

Summary

This item is submitted to authorize a budget adjustment for Start-Up Costs necessary for a successful transition of Garden Grove Fire Department to Orange County Fire Authority.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize a budget adjustment to the FY 2018/19 General Fund Budget (121) in the amount of \$1,136,225 for the purposes of funding supplies, services, personnel costs, and equipment necessary for the transition of Garden Grove to OCFA.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Authorization of the Budget Adjustment will increase the expenditure budget in the current fiscal year budget by \$1,136,225. Per the mutually approved Fire Services Agreement between the City of Garden Grove and OCFA the start-up costs will be reimbursed by the City of Garden Grove, amortized over a ten year period starting in FY 2019/20.

Background

Following a 2017 request from the City of Garden Grove for a bid/proposal for fire and emergency services, on March 22, 2018, the OCFA Board of Directors approved staff's proposal. The proposal was presented to the City of Garden Grove who subsequently undertook a series of study sessions and workshops to evaluate the proposal. On November 13, 2018, Garden Grove authorized discussions with OCFA staff in furtherance of a contract.

On March 28, 2019, OCFA's Board of Directors approved a negotiated Fire Services and Emergency Medical Services Agreement with the City of Garden Grove. On April 9, 2019, the City of Garden Grove approved the Agreement.

The effective date of the transition is August 16, 2019. Although this date falls in the next fiscal year, the transition process has already begun.

To provide funding for the numerous purchases of equipment, supplies and services needed to effectuate a successful transition a budget adjustment is needed in the current fiscal year. Staff is experiencing long lead times even for routine items such as uniforms.

Staff has developed a unique accounting code to track all expenditures related to the start-up efforts and will be able to report on expenditures on an on-going basis.

The breakout of the start-up costs is detailed in the Fire Services Agreement as follows:

Communications/IT	\$293,146
Facilities	156,500
Personnel	152,650
Service Center	309,661
Fleet Services	20,800
EMS	203,468
Total	\$1,136,225

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2019

Agenda Item No. 3D
Consent Calendar

**Award of Public Works Contract for
Fire Station 42 Retaining Wall and Foundation Remediation Project**

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6028

Patrick Bauer, Property Manager

patrickbauer@ocfa.org

714.573.6471

Summary

This agenda item seeks approval of the plans and specifications for the construction of a retaining wall and foundation remediation at Fire Station 42 and the award of a public works contract to Zusser Company, Inc., the lowest responsive and responsible bidder to bid RO2342.

Prior Board/Committee Action

On February 22, 2018, the Executive Committee approved a special procurement contract with VO Engineering as the Engineer of Record for Fire Station 42 for surveying, mapping, structural design, preparation of bid specifications and construction drawings.

RECOMMENDED ACTION(S)

1. Approve the plans and specifications for the construction of a retaining wall and foundation remediation at Fire Station 42.
2. Accept the Zusser Company, Inc. bid dated February 27, 2019.
3. Approve and award the public works contract to Zusser Company, Inc. in the amount of \$857,200.
4. Authorize a 15% contingency allowance up to \$128,580.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is available in the existing FY2018/19 Fund 123, Fire Stations & Facilities Fund.

Background

The Property Management Department is responsible for the upgrade, maintenance, and repair of OCFA's 22-acre headquarters, 79 fire stations, Urban Search and Rescue warehouse, and Air Operations Hangar. Fire Station 42 (FS42) located in Portola Hills has experienced damage to and unsatisfactory performance of the site's main retaining wall requiring its replacement. This condition has resulted in degradation of the station foundation and slabs also requiring remedial repair. FS42 is an active essential facility for emergency response.

OCFA contracted with VO Engineering for surveying, mapping, structural design, preparation of bid specifications and construction drawings. 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 a competitive solicitation completed in 2011.

Invitation for Bids (IFB) Process

On January 4, 2019, IFB RO2342 was issued and posted on the PlanetBids site to solicit competitive bids for construction of a retaining wall and foundation remediation at Fire Station 42. The advertisement was also placed in the Orange County Register January 11 and 18, 2019. A mandatory job-walk was held on February 5, 2019, with 39 contractors from 35 companies attending.

On February 7, 2019 (bid due date), eight construction bids were received from the following contractors:

Zusser Company, Inc.	\$857,200.00
Leonida Builders, Inc.	\$949,213.62
Wright Construction Engineering Corp.	\$967,777.00
Optima RPM, Inc.	\$997,638.00
R2Build	\$1,046,500.00
States Link Construction, Inc.	\$1,122,200.00
Astra Builders, Inc.	\$1,248,755.00
General Consolidated Contractors, Inc.	\$1,268,500.00

OCFA staff confirmed the responsiveness of the bid as well as the qualifications of the apparent low-bidder, Zusser Company, Inc. A meeting with the apparent low bidder, OCFA staff and the Engineer of Record for the project confirmed compliance of specifications, the understanding of scope of work, and the materials included in the bid submittal. The low bid was accepted.

OCFA staff also verified the current California State License Board (CSLB) license statuses and registration with the Department of Industrial Relations (DIR) for the prime contractor and each subcontractor as follows:

Contractor/Subcontractor Name	CSLB License Number, Classification, and Expiration	DIR Registration Number
Zusser Company, Inc.	864216; A, B, Hazmat exp: 9/30/19	1000006749
Aliso Pacific - Sub	993726, A exp: 6/30/20	1000020884
South Coast Piering, Inc (DBA Saber) - Sub	826234, C-61/D06/D30, B exp: 10/31/19	1000058501

Protest of Contract Award

On March 13, 2019, EagleLift, Inc., a subcontractor of a prospective bidder, submitted a letter of protest based on the low bidder's subcontractor qualifications. (Attachment 3)

EagleLift states the listed subcontractor, South Coast Piering DBA Saber, as provided in Zusser Company, Inc.'s bid, does not meet the requirements of the approved plans as follows:

- Contractor must hold a valid General 'A' Engineering Contractor's license
- Contractor must have an on staff Professional Engineer (PE) with a minimum 5 years grouting experience

OCFA provided a response to EagleLift on March 20, 2019 (Attachment 4). While the OCFA provided a response stating that EagleLift's protest will not be considered, as they are not an "interested party" per OCFA Procurement Ordinance 8, Section 1-77, staff took the information into consideration when reviewing the apparent low bid for responsiveness.

The requirements as stated in the approved plans state "Contractor" in specific. As confirmed with online CSLB license registrations and as acknowledged during the meeting conducted March 12, 2019, by OCFA staff and VO Engineering, as the engineer of record for the project, Zusser Company, Inc., the prime contractor responsible for the project, possesses the appropriate licensing, staff, and experience to perform the work and complete the project. Additional detail regarding the items in the letter of protest were received from Zusser Company, Inc. in an effort to eliminate any concerns.

Recommendation

Based on the bid results, staff is recommending the contract be awarded to Zusser Company, Inc., the lowest responsive responsible bidder (based on base bid) in the amount of \$857,200. Staff is also requesting an additional 15% contingency allowance up to \$128,580 for any unforeseen conditions or owner directed changes that may arise during construction for a total not to exceed amount of \$985,780. The 15% contingency budget will be used for additional services that may be required as identified during construction and the Board Chair or Vice Chair will be notified prior to use of contingency funds.

Attachment(s)

1. Invitation for Bid RO2342 (On file in the Office of the Clerk)
2. Bid Submittal from Zusser Company, Inc. (On file in the Office of the Clerk)
3. Protest from EagleLift
4. Response from OCFA to Protest
5. Proposed Public Works Contract



ORANGE COUNTY FIRE AUTHORITY INVITATION FOR FORMAL BID

**PURSUANT TO CALIFORNIA UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT (PCC22034)
FOR PROJECTS GREATER THAN \$175,000**

FIRE STATION 42 RETAINING WALL REPLACEMENT & FOUNDATION REMEDIATION

DATE: January 4, 2019

IFB: RO2342

The Orange County Fire Authority (OCFA or Authority) will receive sealed bids from qualified contractors for foundation remediation at OCFA Fire Station 42 located at 19150 Ridgeline Rd., Lake Forest, CA 92679.

Pursuant to SB854, no contractor or subcontractor may be awarded a bid for a public works project unless registered with the Department of Industrial Relations (DIR) per California Labor Code section 1725.5. This project is a public work and is subject to compliance monitoring and enforcement by the DIR.

Bids will be received no later than 11:00 A.M., Wednesday, February 20, 2019

Please provide one (1) original, two (2) hardcopies, and one electronic copy on digital media of your bid submitted in a sealed envelope with the bid number, bidder's business name, and due date clearly indicated on the envelope. Bids must be delivered to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 on or before the time and date listed above, at which time and place bids will be publicly opened and read aloud. **Please allow time to hand deliver bids as Building C, where the Purchasing Department is located, is now locked and all visitors must check in at the front counter located in Building A.**

LATE BIDS WILL NOT BE ACCEPTED

A mandatory pre-bid meeting and job walk will be held on Tuesday, February 5, 2019 at 10:00 a.m. at OCFA Fire Station 42 located at 19150 Ridgeline Rd., Lake Forest, CA 92679. Contractors are required to attend the entirety of the mandatory pre-bid meeting and job walk. Please RSVP to attend the pre-bid meeting through Planet Bids.

Required Contractors' License: B

Bid Security Required: 10% of the maximum amount of the Bid in the form of Bid Bond or Certified Check.

Bonds Required: Performance and Labor & Materials; each 100% (successful bidder)

Engineer's Estimate: \$760,000

If you have any questions, please contact Rothchild Ong, Assistant Purchasing Agent at (714) 573-6642 or via e-mail at: rothchildong@ocfa.org.

Sincerely,


Rothchild Ong
Assistant Purchasing Agent

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SECTION I: INVITATION FOR BID

NOTICE IS HEREBY GIVEN that the Orange County Fire Authority (OCFA) will receive sealed bids for the public works construction project for replacement of the fire station retaining wall and remedial foundation repairs at OCFA Fire Station 42 located at 19150 Ridgeline Rd., Lake Forest, CA 92679 as specified herein.

OCFA PROJECT OBJECTIVES

FS42 – Portola Hills has experienced damage to and unsatisfactory performance of the site's main retaining wall requiring its replacement. This condition has resulted in degradation of the station foundation and slabs also requiring remedial repair. FS42 is an active essential facility for emergency response.

This project involves the demolition of the existing retaining wall and replacement with a new gravity wall retaining structure, new retaining wall base drainage system and surface drainage elements according to the approved construction plans. The site's retained slope will be redressed and planted according to OCFA Fuel Modification specification requirements and the approved plans. The fuel modification plantings shall also be established and maintained according to the specifications contained herein. Upon completion of the new gravity wall retaining structure and drainage elements, the existing station foundation and slabs will be stabilized according to the approved plans and specifications also contained herein.

Please see the provided plans, scope of work, and specifications for additional details.

ADDITIONAL INFORMATION

ENGINEER'S ESTIMATE: The engineer's estimated cost for this project is \$760,000. This estimate is intended to serve as a guideline based on the magnitude of work. Neither the bidders nor the contractor shall be entitled to claims due to inaccuracy in the estimated cost range.

The bid documents and drawings are available electronically without charge through the Orange County Fire Authority, Purchasing website. To obtain a copy of the bid documents go to <http://www.ocfa.org> and click on "Bid Opportunities" by hovering over the "I want to..." drop down menu. If your company is not currently registered, you will need to click on "register as a bidder."

If you have any questions, please contact Rothchild Ong, Assistant Purchasing Agent at (714) 573-6642 or via e-mail at: rothchildong@ocfa.org.

SECTION II: INSTRUCTIONS TO BIDDERS

Please read these instructions carefully. If you do not submit a complete bid, OCFA may determine that your bid is non-responsive, in which case your bid will be rejected.

GENERAL INSTRUCTIONS

Bids are to be delivered to the Orange County Fire Authority, Purchasing Section, 1 Fire Authority Road, Building C, Irvine, California 92602, no later than 11:00 A.M. on February 20, 2019, at which time and place bids will be publicly opened and read aloud. Each bid shall be in accordance with the Invitation for Bids.

Bidders are required to attend a **mandatory** pre-bid meeting and job walk for prime contractors to be held on **Tuesday, February 5, 2019 at 10:00 a.m.** at OCFA Fire Station 42 located at 19150 Ridgeline Rd., Lake Forest, CA 92679. ***Attendance at the pre-bid meeting is a condition to submit a bid.***

Pursuant to Public Contract Code Section 20171 a bid bond is required for 10% of the amount bid. Bids must be accompanied by a cashier's check payable to the Orange County Fire Authority or a bid bond issued by a corporate surety as a guarantee that the bidder will enter into proposed contract if same is awarded. **THE SIGNATURE (OF THE BIDDER) ON THE BID BOND MUST BE NOTARIZED.**

ADDENDA

The OCFA reserves the right to revise the bid documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. Pursuant to Public Contract Code Section 4104.5, if OCFA issues an addendum later than seventy-two (72) hours prior to the deadline for submission of bids, and the addendum requires material changes, additions or deletions to the description of the work to be performed or the content, form or manner of submission of bids, OCFA will extend the deadline for submission of bids by at least seventy-two (72) hours. Otherwise, OCFA may determine, at its sole discretion, whether an addendum requires that the date set for opening bids be postponed. Announcement of a new date, if any, will be made by addenda. All bidders will be notified by e-mail when an addendum is posted to Planet Bids (OCFA's bid management system).

All addenda issued before the time bids are due shall form part of the contract documents. It is the bidder's responsibility to be familiar with addenda issued. OCFA will deem any bid that fails to acknowledge all addenda to be non-responsive. bidders must acknowledge the addenda in writing on the form provided in the bid documents.

BASIS OF AWARD

The OCFA shall award the contract to the lowest responsive, responsible bidder as required by law. The OCFA reserves the right to reject any or all bids. At the time of contract award, the successful bidder and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration. The OCFA may reject any bid which, in its sole opinion, does not accurately reflect the cost to perform the work as compared to other bids received and/or to project estimates. In addition, because the OCFA may elect to include or exclude any of the bid items and alternate bid items (if applicable) at its sole and absolute discretion, each bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the bidder. The OCFA may deem any bid which unevenly weights or allocates costs, including but not limited to overhead and profit, to one or more particular bid items as non-responsive. No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

Award of this bid and issuance of a Purchase Order is subject to approval by OCFA's Board of Directors.

TENTATIVE SCHEDULE OF IMPORTANT DATES

Invitation for Bid (IFB) Issue Date **January 4, 2019**

Pre-Bid Conference/ Job-Walk (attendance is mandatory) **February 5, 2019 10:00 AM**

Final day to submit Questions through online Q&A **February 8, 2019 5:00 PM**

Proposal Due Date **February 20, 2019 11:00 AM**

Board of Directors Meeting **April 2019**

BID ACCEPTANCE PERIOD

The bidder shall guarantee the total bid price for one hundred eighty (180) working days after the bid opening.

BID DOCUMENTS & FORMS

Bid submittals are to be prepared using the bid forms which are included in the invitation for bid document. Bids shall be executed by an authorized signatory. bidders are to fill in all blank spaces (insert "N/A" where the answer is not applicable). bidders are to initial all delineations, alterations, or erasures on the bid forms. Deviations in the bid form may result in the bid being deemed non-responsive.

As a condition of bidding, and in accordance with the provisions of Section 20101 of the California Public Contract Code, prospective bidders are required to submit all the bid forms listed in the bidder's Checklist. Failure to do so may result in the rejection of the bid.

BID OPENING

All the bids read aloud by the OCFA will be subject to further evaluation with respect to responsiveness of the bid and responsibility of the bidder.

BID PRICING

Bidders shall give itemized pricing and timeline in the schedule of values table for project completion. No aggregate bids will be considered. The bid must state the amount for which the bidder offers to supply all labor, materials, equipment, tools, transportation, services and applicable taxes to perform all work required by the contract documents. Bids shall not contain any conditions, limitations or provisions for the work to be done. Alternative bids will not be considered unless requested. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for each item in the respective spaces provided. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid. In case of discrepancy between the numerical lump sum price and the written lump sum price, the total lump sum price stated in writing shall prevail.

BID PROTEST PROCEDURE

A bidder who has submitted a bid may file a "protest" of a contract award by submitting a request in writing to the Purchasing Manager. In order for a protest to be considered valid, the following stipulations must be met:

1. The appeal must be submitted in writing within seven (7) calendar days after notice to award is issued.
2. The appeal must clearly specify in detail the grounds for the protest i.e. identify the violation of a specific State or Federal law.
3. The appeal must include all relevant and supporting documentation with the protest at the time of filing.

If the protest does not comply with each and every one of these stipulations, the appeal will be rejected as invalid. If the protest is valid, the Purchasing Manager will review the information provided, and provide a written response to the bidder.

CAMPAIGN CONTRIBUTIONS DISCLOSURE

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, the Contractor is required to complete the Party and Participant Disclosure Forms provided in the appendix of this solicitation, if applicable. bidder is required to submit only one copy of the completed form(s) as part of its bid submittal. The Contractor and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Contractor in this bid must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the bid submittal date up and until the OCFA Board of Directors takes action.

COMPLETION OF PROJECT

The work must be completed within 120 calendar days after the commencement date stated in the Notice to Proceed.

COMPLIANCE WITH LAWS

All bids shall comply with current and applicable federal, state, and local laws relative thereto.

CONTRACTORS LICENSING REQUIREMENTS

Contractor shall possess a valid California **B** or other appropriate Contractor's license at the time of bid submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful bidder must maintain the license throughout the duration of this contract.

The prime contractor shall possess a valid California Contractor's license required for this project, at the time of submitting the bid. The bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The OCFA may deem any bidder who fails to possess the required license to be non-responsive.

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this contract at the time of bid submission. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the OCFA shall consider any bid submitted by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the bid documents to be nonresponsive, and the OCFA shall reject the bid. The OCFA shall have the right to request evidence of all valid license(s) currently held by the bidder and each of the subcontractors listed in the bid before awarding the contract. bidders shall provide evidence of valid licenses satisfactory to the OCFA within five (5) calendar days. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this contract.

SB854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may be listed on a bid offer for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work, or engage in the performance of any public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial relations pursuant to Labor Code Section 1725.5. This

contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Listed subcontractors must be registered with the Department of Industrial Relations website. Pursuant to SB854, the DIR registration number of each subcontractor must be identified and failure to identify this number could categorize your bid as non-responsive. In addition, OCFA reports all public works contracts to the DIR within 5 days of the contract award date.

In accordance with Section 1773.2 of the California Labor Code, the contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The OCFA will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the OCFA on the contract.

DEBARMENT OF CONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code and Federal "Excluded Parties List System". Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the contractor for the Project shall be returned to the OCFA. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project. In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Contractor will be screened at the time of bid response to ensure the Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 2 Code of Federal Regulations (CFR) 200.12 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the bidder must designate the name and location of each subcontractor who will perform work or render services for the prime bidder in an amount that exceeds one-half of one percent (.5%) of the bidder's total bid amount, as well as the portion of work each such subcontractor will perform at the time the bid is submitted. Pursuant to Public Contract Code Section 4104, the OCFA has not implemented 3(A) which would allow bidders an additional twenty-four (24) hours (after the deadline for submission of bids) to submit the information about each subcontractor.

DISQUALIFICATION OF BIDDERS

No bidder shall be allowed to make, submit or be interested in more than one bid. No person, firm, corporation, or other entity may submit a sub-proposal to a bidder, or quote prices of materials to a bidder when also submitting as a prime on the same project.

EQUAL EMPLOYMENT OPPORTUNITY

The Orange County Fire Authority is an equal opportunity employer and requires all bidders to comply with policies and regulations concerning equal employment opportunity.

EXECUTION OF CONTRACT

As required herein the bidder to whom an award is made shall execute the contract in the amount determined by the bid documents. The OCFA may require appropriate evidence that the persons executing the contract are duly empowered to do so.

INSPECTION OF SITE/MANDATORY PRE-BID MEETING

Each prospective bidder is responsible for becoming familiar with the conditions of the project site as well as those relating to the construction and labor of the project, to fully understand the facilities, conditions, difficulties and restrictions which may impact the completion of the project. Attendance by a representative of each prospective bidder at the mandatory pre-bid meeting as stated in the bid is required. Any bid received by a contractor not represented at the mandatory pre-bid conference will be rejected and deemed non-responsive.

INDEMNIFICATION

Bidder shall protect and indemnify the OCFA, the Board of Directors, and all of its or their officers, agents and servants against any claim or liability arising from or based on bidder's violation of any existing or future state, federal, and local laws, ordinances, regulations, orders or decrees pertaining to bidder's submittal.

Bidder agrees to protect, defend, indemnify, save and hold harmless the OCFA and its officers, officials, employees and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (bidder's employees included), and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of bidder shall be reduced by an amount proportional to the active negligence of the OCFA, if any.

Bidder shall comply with all of the provisions of the workers' compensation insurance laws and safety in employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar state, federal, or local laws applicable; and contractor shall indemnify and hold harmless the OCFA from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against the OCFA for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any work performed under this contract by bidder or any subcontractor or others performing on behalf of bidder.

The OCFA does not and shall not waive any rights against bidder which it may have by reason of the above hold harmless agreements, because of the acceptance by the OCFA or the deposit with the OCFA by contractor of any or all of the required insurance policies.

The bidder's hold harmless agreement shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of bidder or any subcontractor or others performing on behalf of bidder whether or not such insurance policies are applicable.

Bidder shall require any and all subcontractors to afford the same degree of indemnification to the OCFA and its elected and appointed boards, officers, agents, and employees that is required of bidder(s) and

shall incorporate identical indemnity provisions in all contracts between bidder and his/her subcontractors.

In the event that bidder and the OCFA are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of bidder, or by a dangerous condition of the OCFA's property created by bidder or existing while the property was under the control of bidder, the bidder shall not be relieved of its indemnity obligation to the OCFA by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the OCFA.

INSURANCE

The successful bidder shall procure insurance for the prime and any and all subcontractors in the form and in the amount specified below. Failure to do so may result in forfeiture of the bid guarantee. No time extensions or extra payments shall be made to contractor for delays it may encounter in obtaining such coverage. Coverage shall be provided by admitted insurers with an A.M. Best's rating of no less than A-VII, licensed to do business in California, and otherwise satisfactory to OCFA. OCFA shall not be liable for any costs or expenses incurred by any bidder in preparation or submission of bids in connection with meeting the requirements of this Section in the event OCFA chooses not to award the contract, or in the event OCFA awards the contract to another as permitted by law.

Contractor shall not commence work under this contract until he/she has obtained all insurance required under this section, including any and all endorsements, and the insurance has been approved by the OCFA as to form, amount, and carrier, nor shall Contractor allow any subcontractor to commence any work unless and until Contractor has provided evidence satisfactory to OCFA that the subcontractor has obtained all insurance required under this section, including any and all endorsements. Contractor shall monitor and review all such coverage and assumes all responsibility for ensuring that each subcontractor's insurance coverage is provided and maintained in conformity with the requirements of this section. Neither the failure of Contractor to supply specified insurance policies and coverage, nor the failure of the OCFA to approve same shall alter or invalidate the provisions of this contract. The Contractor agrees to:

1. Obtain insurance coverage of the type and amount required and keep such insurance coverage in force throughout the life of this contract and as required by written contract. All policies will contain an endorsement providing that written notice of termination, cancellation or policy changes will be delivered in accordance with the policy provisions.
2. The comprehensive general liability insurance will include the OCFA as an additional insured with respect to liability arising out of the performance of this contract. Comprehensive automobile liability insurance is also required. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the OCFA will be excess and not contributing.
3. Provide and maintain minimum insurance limits as applicable.

Contractor will present to the OCFA written evidence (Certificates of Insurance and the Additional Insured Endorsement) of compliance with Items 1, 2 and 3 above. Said evidence shall be to the OCFA's Risk Management satisfaction.

INSURANCE - WORKERS' COMPENSATION INSURANCE

Contractor and subcontractor shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, Contractor shall require all subcontractors to obtain workers' compensation insurance. Workers' Compensation must have a limit of at least \$1,000,000 each accident/\$1,000,000 each employee for disease. A Waiver of Subrogation is required.

All workers' compensation insurance policies shall provide that the insurance must notify OCFA of cancellation or changes in the policy and notice will be delivered in accordance with the policy provisions.

Contractor is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply, with such provisions before commencing the performance of the work of this contract.

INSURANCE - LIABILITY INSURANCE COVERAGE

Contractor shall obtain and maintain during the life of this contract the following insurance coverage:

1. General Liability including operations, products and completed operations with a limit of \$5,000,000 each occurrence for bodily injury, personal injury and property damage/\$5,000,000 aggregate. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. For those businesses that are self-insured, a written declaration by the principal of the business should be provided.
2. Automobile liability, including owned, hired, and non-owned vehicles with a limit of \$1,000,000 each accident; \$1,000,000 uninsured motorist.
3. Builder's Risk: All Risk Basis; Completed value of the project without co-insurance penalty provided.

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Service Office (ISO) Business Auto Coverage (Form CA 0001) covering any auto.

Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII.

Endorsements to the policies providing the above insurance shall be obtained by Contractor, adding the following three provisions:

1. Additional Insured (for commercial general liability only)

"OCFA, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to the subject project and agreement."

2. Other Insurance

"Any other insurance maintained by the Orange County Fire Authority shall be excess and not contributing with the insurance provided by this policy."

All insurance carriers utilized by the Contractor or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require Contractor's insurance carrier(s) to be admitted insurers in the State of California.

INTERPRETATION OF BID DOCUMENTS

Discrepancies in, and/or omissions from the Specifications or other bid documents or questions as to their meaning shall be immediately brought to the attention of the Purchasing Manager by submission of a written request for interpretation or correction.

Any interpretation of the bid documents will be made only by addendum duly issued electronically to each bidder registered on the prospective bidder's list. The OCFA will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the bid documents to any bidder, and no bidder should rely on any such oral interpretation.

LIQUIDATED DAMAGES

Contractor agrees that if such work is not completed within the aforementioned period and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the contract, it is understood, acknowledged and agreed that OCFA will suffer damage. Pursuant to Government Code Section 53069.85, contractor shall pay OCFA liquidated damages in the sum of one thousand (\$1,000) per day for each calendar day occurring after the scheduled completion date that the contractor fails to achieve contract completion.

MODIFICATIONS OF BIDS

Each bidder shall submit its bid in strict conformity with the requirements of the bid documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a bid may render it non-responsive and may cause its rejection. bidders shall not delete, modify, supplement printed matter on the bid forms, or make substitutions thereon. ORAL, TELEPHONIC, FACSIMILE, AND ELECTRONIC BIDS OR MODIFICATIONS WILL NOT BE CONSIDERED.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the OCFA is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

NON-DISCRIMINATION

Contractor covenants that, by and for itself, its successors, and assigns, including its subcontractors and suppliers, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry in the performance of this contract. Contractor shall take steps to ensure that applicants for any job and employees are treated without regard to their race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry in full compliance with applicable federal, state, and local laws and regulations.

Contractor shall not engage in, nor permit its agents, including its subcontractors and suppliers, to engage in discrimination in employment of persons or provision of services or supplies, on the grounds of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry.

Contractor, and contractor's subcontractors and suppliers, shall employ fair employment practices with regard to all employees and all applicants for employment and shall act in accordance with all applicable federal, state, and local laws and regulations relating to such fair employment practices.

In furtherance of such obligation, contractor agrees that contractor, subcontractors, and suppliers shall not discriminate in employment and/or provision of services under this contract and all employment practices shall be without regard to a person's race, color, creed, religion, gender, national origin, age, ancestry, physical handicap, medical condition, marital status, all in accordance with applicable federal, state, and local laws or regulations.

Fair employment practices shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other form of compensation and selection for training including apprenticeship.

In the performance of the terms of the bid documents, contractor agrees that contractor will not engage in nor permit such subcontractors as contractor may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified handicapped individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay and other forms of compensation, selection for training, including apprenticeship, and any other action or inaction pertaining to employment matters.

NON-DISCRIMINATION AFFIDAVIT

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Government Code Section 12940. bidder shall declare that it does not discriminate in its employment with regard to such factors. The Non-Discrimination Affidavit (on enclosed form) shall be executed and submitted with the proposal.

PREVAILING WAGE

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two prevailing wage rates, federal or state, will be enforced. The work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Contractor agrees to comply with all related provisions of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to payment of prevailing wages, Section 1777.5 relating to employment of apprentices and Section 1811-1813 relating to the payment of overtime. Failure to comply with the proper prevailing wage requirements may result in penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker. bidders are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the work under the contract which will be awarded to the successful bidder.

This information is available at the Department of Industrial Relations website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. bidders are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirements can be found at: <https://www.dir.ca.gov/PublicWorks/PublicWorksEnforcement.html>.

QUESTIONS AND COMMENTS

Questions and comments regarding this solicitation must be submitted in writing, no later than seven (7) days before the Submittal Deadline.

REJECTION OF BIDS

The OCFA reserves the right to reject any or all bids or waive any irregularity in any one or all bids received.

SIGNATURE AUTHORITY

All bids submitted shall be executed by the bidder or its authorized representative. bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or Power of Attorney as proof of the capacity of the person signing the bid to bind the bidder to the bid and any contract formed as a result. If a bidder is a joint venture or partnership, all parties must submit proof of

authorization. All parties shall be jointly liable for any and all of the duties and obligations the bidder assumed by participating in the bid and any contract awarded therefrom and the bid shall be executed on behalf of the joint venture or partnership in its legal name.

SUBSTITUTION OF SECURITY

Pursuant to Public Contract Code Section 22300, the Contractor shall be permitted to substitute securities for any monies withheld by the OCFA to ensure performance under this Contract at the request and expense of the Contractor if he/she chooses to do so.

WITHDRAWAL OF BID

Bids may be withdrawn in writing prior to the time specified in the invitation for bid. Telephonic or oral withdrawals will not be considered.

WORKERS' COMPENSATION CERTIFICATION FORM

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form. Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

SUCCESSFUL BIDDER RESPONSIBILITY

The apparent successful bidder should begin to prepare the following documents: (1) A Performance Bond and the Payment (Labor and Materials) Bond; and (2) the required insurance certificates with required endorsements.

Once the OCFA notifies the bidder of the intent to award, the apparent successful bidder will have ten (10) calendar days to execute the contract, provide all required bonds, and other required and pertinent documentation. Notice to proceed begins ten (10) calendar days from the date of the contract and the date the purchase order is issued.

The successful contractor or any designated subcontractors shall not perform any work on the project prior to attending the pre-construction conference and executing the appropriate certification.

BOND REQUIREMENTS (SUCCESSFUL BIDDER): A 100% Labor, Materials and Payment Bond and a 100% Faithful Performance Bond may be required from the successful bidder prior to the execution of the contract. These bonds shall be in the form and the amounts set forth in the contract documents.

PAYMENT (LABOR AND MATERIALS) AND PERFORMANCE BOND

Within the time specified in the bid documents, the bidder to whom a contract is awarded shall deliver to the OCFA, a Payment (Labor and Materials) Bond, in an amount equal to one hundred (100%) of the total bid amount and a 100% Faithful Performance Bond in a form supplied by the OCFA included in the bid documents. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the OCFA.

SECTION III: SPECIFICATIONS/SCOPE OF WORK

The design contract including the scope of work, specifications, and drawings for the foundation remediation project, include the removal of the existing retaining wall; installation of a new gravity retaining wall and drainage structures; regrading of the slope above the new gravity retaining wall; installation of the new fuel modification planting and initial establishment maintenance of the slope and planting; and expansive foam jacking and stabilization of the existing station slab office, dorm and kitchen are provided by the City of Lake Forest and approved for construction plans and specifications.

Additionally, the existing slope behind the new replacement gravity wall retaining system shall be planted with agave, Yankee point, and coyote bush. The fuel modification landscaping plan using these plants shall be a deferred submittal to OCFA Fire Prevention (Attention: Nick Pivaroff and Dave Erickson). Additionally, provisions to maintain the above aforementioned fuel modification planting for a one-year period must be included in the cost proposal (i.e.: temporary irrigation, maintenance and warranty plant replacement as necessary) in accordance with the fuel modification specifications included.

OCFA requires the services of a contractor to provide construction services for the foundation remediation and landscaping project as specified.

The project includes all related appurtenance for construction and landscape work as specified in the detailed plans, specifications, bid and contract documents for the above stated project. The work to be performed is described in the City of Lake Forest approved detailed plans, and bid and contract documents provided by Hale and VO Engineering firms. The detailed plans are available through the online bidding system in the Documents & Attachments tab along with OCFA Pre-Fire Management and Planning Fuel Modification Documents. Please refer to the table of contents on each set of drawings for complete listing of individual drawing sheets. Bidder is responsible to call to the attention of the Architect any omissions or conflicts noted in the documents below:

1. City of Lake Forest Approved for Construction Engineering Drawings issued by Hale/VO Engineering; approval date of 9/27/2018 (9 sheets total)
2. OCFA Fire Management and Planning Fuel Modification Notes, Requirements and Specifications
3. OCFA Fire Management and Planning Fuel Modification Establishment and Maintenance Requirements

SECTION IV: BID DOCUMENTS

BIDDER'S CHECKLIST

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS. bidders shall complete and submit all required bid documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

Attendance at the pre-bid meeting and job walk is a requirement for submitting a bid.

REQUIRED BID DOCUMENTS

- ☒ **BIDDER'S CHECKLIST**
- ☒ **1. BID FORM**
- ☒ **2. BIDDERS INFORMATION**
- ☒ **3. LIST OF PAST PROJECTS**
- ☒ **4. LIST OF CURRENT PROJECTS**
- ☒ **5. CONTRACTOR'S LICENSING STATEMENT**
- ☒ **6. LIST OF SUBCONTRACTORS**
- ☒ **7. DESIGNATOR OF SURETIES**
- ☒ **8. NON-COLLUSION AFFIDAVIT**
- ☒ **9. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**
- ☒ **10. DEBARMENT AND SUSPENSION CERTIFICATION**
- ☒ **11. CERTIFICATION OF SITE EXAMINATION**
- ☒ **12. PARTY AND PARTICIPANT DISCLOSURE FORMS (IF APPLICABLE)**
- ☒ **13. BID PRICING PAGE (ATTACHMENT A) AND SCHEDULE**
- ☒ **14. DETAILED LABOR AND FEE BREAKDOWN (ATTACHMENT B)**
- ☒ **15. BID BOND (DEPOSIT) in the form of:**
 - ☐ Certified Check ☐ Cashier's Check ☐ bidder's Bond

POST- BID (CONTRACT) DOCUMENTS

Successful bidder shall submit the following:

- ☒ **REQUIRED INSURANCE CERTIFICATES WITH ENDORSEMENTS**
- ☒ **PREVAILING WAGE CERTIFICATION**
- ☒ **WORKERS COMPENSATION INSURANCE CERTIFICATION**
- ☒ **PERFORMANCE BOND**
- ☒ **PAYMENT (LABOR AND MATERIALS) BOND**
- ☒ **CONSTRUCTION CONTRACT**

SUBMITTED BY:

Name of Company _____ Contact Name _____

Address _____ City _____ State _____ Zip _____

1. BID FORMTo: **The Orange County Fire Authority (OCFA)**From: _____
(Legal Name of bidder)**Project:** RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation

The undersigned declares that the bid documents including, without limitation, the Invitation for Bids and the Instructions to bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment and services to perform and furnish all work in accordance with the terms and conditions of the bid documents, including, without limitation, the Drawings and Specifications, and contract documents as provided in Bid RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation. The bidder will accept in full payment for that work the following total lump sum amount, all taxes and markup included:

FIRE STATION 42 RETAINING WALL REPLACEMENT & FOUNDATION REMEDIATION	Amount
1) General Conditions	\$
2) Demolition of Existing Masonry Retaining Wall	\$
3) Grading, Excavation, Backfill, and Compaction (Including Compaction Testing)	
4) Installation of New Gravity Retaining Wall and Drainage Elements	\$
5) Fuel Modification Planting and Establishment Maintenance	\$
6) Stabilization of Existing Station foundation and Slab	\$
7) Additional Services, Inspection, and Testing	\$
Total Base Bid for Fire Station Retaining Wall Replacement and Foundation Remediation: (Must match Total Base Bid Amount provided below)	\$

Bid Base Lump Sum

Amount _____

Written _____ **Dollars**

Contractor is required to provide itemized pricing in the schedule of values based on Construction Specifications Institute (CSI)'s Master Format. All costs are to be included in this form.

SCHEDULE OF VALUES (See Attachment A)

DETAILED LABOR AND FEE BREAKDOWN (See Attachment B) - Please make sure that the Total Project Fee amounts and activities correspond to the correct activities as listed in the labor column of the Schedule of Values (Attachment A).

PROPOSED SCHEDULE OF CONSTRUCTION

Task	Weeks
Demolition	
Grading	
Gravity Wall Installation	
Slope Redressing and Fuel Mod Planting	
Foundation and Slab Stabilization	
Fuel Mod Planting Establishment and Project Clean-Up	
Total weeks for completion	

1. The undersigned has reviewed the work outlined in the bid documents and fully understands the scope of work required in this bid, understands the construction and project management function(s) as described in the bid documents, and that each bidder who is awarded a contract shall be in fact the prime contractor, not a subcontractor, to the OCFA, and agrees that its bid, if accepted by the OCFA, will be the basis for the bidder to enter into a contract with the OCFA in accordance with the intent of the bid documents.
2. The undersigned had notified the OCFA in writing any discrepancies or omission or of any doubt, questions, or ambiguities about the meaning of any of the bid documents at least seventy-two (72) hours prior to bid opening, and has contacted the OCFA Assistant Purchasing Agent before bid date to verify the issuance of any clarifying addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the bid documents and to complete all work within the time specified in the Bid Documents.
4. **By submitting this Bid Form and signing below, the liquidated damages clause of the Agreement is hereby acknowledged.**
5. It is understood that the OCFA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days.
6. Bidder acknowledges receipt and acceptance of the following addenda, if any:
 No. _____ Dated _____ No. _____ Dated _____
 No. _____ Dated _____ No. _____ Dated _____
7. The undersigned hereby certifies that bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

8. The bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed. bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.
9. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the OCFA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the bidder may be subject to criminal prosecution.
11. The undersigned bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Bid Documents. bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
12. Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the bidder will comply with such provisions before commencing the performance of this contract.

Furthermore, bidder hereby certifies to the OCFA that all representations, certifications, and statements made by the bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20____

Legal Name of bidder _____

Type of Entity (Corp., LLC) _____

Signature of bidder _____

Title of Signer _____

If bidder is a Corporation, affix corporate seal

Name of Corporation _____

Date of Incorporation _____

President _____ Secretary _____

Treasurer _____ Manager _____

2. BIDDER'S INFORMATION (REQUIRED)

Bidder's Name _____

Bidder's Business Address _____

Contact Name _____ E-Mail Address _____

Taxpayer ID Number _____

Telephone Number _____ Fax Number _____

California Contractors License Number and Class _____

Original Issue Date _____ Expiration Date _____

How many years has the bidder been in business under the present name? _____

What other names has the bidder operated under?

If your company is owned by an individual or partnership, answer the following questions:

Date of Organization _____ Type _____
(i.e. general or limited partnership)

Name and address of all partners

If other than a corporation or partnership, describe organization and name principals.

List other states in which bidder is legally qualified to do business.

What type of work does the bidder normally perform with its own forces?

Has the bidder ever failed to complete any work awarded? If so, note when, why and where.

Have any of the current officers/partners of the bidder's company ever been an officer/partner of another company that failed to complete a contract within the past five years? If so, please submit a separate page providing an explanation.

3. LIST OF PAST PROJECTS

The bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform a similar scope of construction work for other public agencies. The following are the names addresses, phone numbers, and contact information for three projects for which the bidder has performed as specified above within the past three (3) years. **Failure to provide the requested information may cause your bid to be rejected as non-responsive.**

Agency Name _____

Address _____

Contact Person _____

Telephone Number _____ E-mail _____

Scope of Work/Dollar Amount _____

Agency Name _____

Address _____

Contact Person _____

Telephone Number _____ E-mail _____

Scope of Work/Dollar Amount _____

Agency Name _____

Address _____

Contact Person _____

Telephone Number _____ E-mail _____

Scope of Work/Dollar Amount _____

Agency Name _____

Address _____

Contact Person _____

Telephone Number _____ E-mail _____

Scope of Work/Dollar Amount _____

[illegible]

5. CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that the bidder is licensed in accordance with the laws of the State of California. The successful bidder and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. _____ Class _____ Expiration _____

Department of Industrial Relations (DIR) # _____

Name of Individual Contractor _____

Signature of Owner _____

Business Address _____

If the contractor operates under a partnership, provide the name of the firm, name, title and address below.

Name of Firm _____

Business Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

If the contractor operates under a corporation, provide the name and address below in addition to the signatures of the President and Secretary.

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of California

Signature of the Corporation President

Signature of the Corporation Secretary

Date

6. LIST OF SUBCONTRACTORS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. Furthermore, bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the construction work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractor's total bid.

Subcontractor Name _____ Location _____ Portion of Work/Trade _____ Bid Amount _____ Contractor's License Number DIR Number _____
Subcontractor Name _____ Location _____ Portion of Work/Trade _____ Bid Amount _____ Contractor's License Number DIR Number _____
Subcontractor Name _____ Location _____ Portion of Work/Trade _____ Bid Amount _____ Contractor's License Number DIR Number _____

7. DESIGNATOR OF SURETIES

Provide the names, addresses and telephone numbers for all insurance brokers and sureties the bidder intends to purchase insurance and bonds from.

Company Name _____

Address _____

Contact Name _____ E-Mail Address _____

Telephone Number _____ Fax Number _____

Bond or Insurance/Type _____

Company Name _____

Address _____

Contact Name _____ E-Mail Address _____

Telephone Number _____ Fax Number _____

Bond or Insurance/Type _____

Company Name _____

Address _____

Contact Name _____ E-Mail Address _____

Telephone Number _____ Fax Number _____

Bond or Insurance/Type _____

Company Name _____

Address _____

Contact Name _____ E-Mail Address _____

Telephone Number _____ Fax Number _____

Bond or Insurance/Type _____

8. NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____
(Title) (Name of Contractor, Partnership, Corp.)

the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
(date)

in

(city & state)

(Signature)

(Print Name)

(Title)

9. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Company Name _____

Signature _____

Printed Name/Title of Company Representative _____

Date _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

10. DEBARMENT AND SUSPENSION CERTIFICATION**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Company Name _____

Signature _____

Printed Name/Title of Company Representative _____

Date _____

11. CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor or subcontractor of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents.

Each bidder shall examine the site for the work described herein. bidders shall attend a mandatory pre-bid inspection of the building(s) and site(s), conducted by the OCFA, unless otherwise specified. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

The specifications for the work show conditions as they are believed to exist. The conditions shown do not constitute a representation or warranty express or implied by the OCFA, its officers or agents that such conditions actually exist.

Each bidder also certifies it has observed the designated Contractor work areas, material equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed for such matters.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

Date of Site Examination _____

Company Name _____

Signature _____

Printed Name/Title of Company Representative _____

Date _____

12. PARTY AND PARTICIPANT DISCLOSURE FORMS

The attached Party Disclosure Form must be completed and submitted by the bidder and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 6 of this solicitation.

The Participant Disclosure Form must be completed by lobbyists or agents representing the bidder in this procurement.

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE:

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venture partner(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."

- F. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture partner(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
- G. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards. This notice shall not constitute legal advice, and may not be inclusive of all applicable laws and regulations.

¹ *Entitlement for the purposes of this form refers to contract award.*

² *All Contracts for the purposes of this form refer to the contract award of this specific solicitation.*

ORANGE COUNTY FIRE AUTHORITY
PARTY DISCLOSURE FORM

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: _____

Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

ORANGE COUNTY FIRE AUTHORITY
PARTICIPANT (AGENT) DISCLOSURE

The Participant Disclosure Form must be completed by lobbyists or agents representing the bidder in this procurement. (Please see next page for definitions of these terms.)

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval.

IMPORTANT NOTICE:

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before the OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).

If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the OCFA or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
- a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Authority's or one of its affiliated agencies' decisions in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
- (1) Communicates directly, either in person or in writing, with a

RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation
board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;

- (2) Communicates with an employee of the OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
- (3) Testifies or makes an oral statement before the Board of Directors of the OCFA or any of its affiliated agencies.

- 2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
- 3. Your "agent" is someone who represents you in connection with a proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
- 4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
- 5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY FIRE AUTHORITY
PARTICIPANT DISCLOSURE FORM

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

ORANGE COUNTY FIRE AUTHORITY

Board of Directors

Ed Sachs, Chair

City of Mission Viejo

Dave Harrington, Director

City of Aliso Viejo

Tri Ta, Director

City of Westminster

Michele Steggell, Director

City of La Palma

Laurie Davies, Director

City of Laguna Niguel

Leah Basile, Director

City of Lake Forest

Gene Hernandez, Director

City of Yorba Linda

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias, Director

City of San Juan Capistrano

Ellery Deaton, Director

City of Seal Beach

Al Murray, Director

City of Tustin

Todd Spitzer, Director

County of Orange

Joseph Muller, Vice-Chair

City of Dana Point

Rob Johnson, Director

City of Cypress

Elizabeth Swift, Director

City of Buena Park

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Shelley Hasselbrink, Director

City of Los Alamitos

Bill Nelson, Director

City of Villa Park

Tim Brown, Director

City of San Clemente

Vicente Sarmiento, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Lisa Bartlett, Director

County of Orange

15. BIDDER'S BOND
(10% of the Total Bid Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____, as Principal ("Principal"),

and _____ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and bound unto the Orange County Fire Authority ("Authority") of Orange County, State of California as Obligee, in the sum of

_____ Dollars (\$) _____
lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the Authority for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner required under the Bid Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract ("Agreement"), in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the Agreement and to file the required performance and labor and material bonds, and to meet all other conditions to the Agreement between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Agreement within seven (7) days of the date of the Authority's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the work, or to the specifications.

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

If the Authority awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ____ day of _____, 20__.

(Affix Corporate Seal)

Principal

By

Print Name and Title of Signatory

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

SECTION V: POST BID DOCUMENTS

**THE FOLLOWING SECTION CONTAINS DOCUMENTS TO BE
RETURNED BY BIDDERS IF AWARDED A CONTRACT**

PREVAILING WAGE CERTIFICATION

IFB RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Date _____

Legal Name of Contractor _____

Signature _____

Print Name _____

Title _____

WORKER'S COMPENSATION INSURANCE CERTIFICATION
IFB RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation to one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date _____

Legal Name of Contractor _____

Signature _____

Print Name _____

Title _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

FAITHFUL PERFORMANCE BOND

(100% of Agreement Price)

(Note: bidders must use this form, NOT a surety company form)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Orange County Fire Authority, ("Authority") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

IFB RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation

("Contract") which Contract dated [DATE], and all of the Bid Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the Authority in the penal sum of [WRITE OUT AMOUNT] DOLLARS (\$[AMOUNT]), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the Authority all damages the Authority incurs as a result of the Principal's failure to perform all the work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the Authority, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Authority's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Print Name and Title of Signatory

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: bidders must use this form, NOT a surety company form)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Orange County Fire Authority, ("Authority") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

IFB RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation

("Contract") which Contract dated [DATE], and all of the Bid Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of [WRITE OUT AMOUNT] DOLLARS (\$[AMOUNT]), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any

manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Print Name and Title of Signatory

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

CONSTRUCTION CONTRACT

ORANGE COUNTY FIRE AUTHORITY CONSTRUCTION CONTRACT

Per Bid _____

THIS CONTRACT is made and entered into, to be effective, this ____ day of January 2016, by and between _____, hereinafter referred to as "Contractor," and the Orange County Fire Authority, hereinafter referred to as "Authority."

SECTION 1 - GENERAL CONDITIONS

Contractor certifies and agrees that all the terms, conditions, and obligations of the Contract Documents as defined therein, the location of the Project site, and the conditions under which the work is to be performed, have been thoroughly reviewed and enters into this Contract based upon Contractor's investigation of all such matters and is in no way relying upon any opinions or representations of Authority. It is agreed that this Contract and the attached exhibits (collectively "Contract Documents") represent the entire agreement. It is further agreed that the Contract Documents including the General Conditions, Scope of Work, Notice Inviting Bids, Special Instructions to Bidders, if any, and Contractor's Bid, and any revision, amendment, or addenda thereto, shall be deemed a part of such Contract Documents, and the Contractor and its subcontractors, if any, will be and are bound by any and all of the Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract. Contractor further certifies and agrees that the work described in the Contract Documents will be performed, installed, constructed, and completed in a professional and expert manner and that all such work will be completed on time and within budget.

SECTION 2 - MATERIALS AND LABOR

Contractor shall furnish, under the conditions expressed in the Contract Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the Authority, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, Authority may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, Authority may settle them directly and deduct the amount of payments from the Contract price and any amounts due to Contractor. In the event Authority receives a stop notice from any laborer or material supplier alleging nonpayment by Contractor, Authority shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

Final Payment shall not become due until Contractor submits to Authority's Project Manager: (1) an Unconditional and Final Release of Liens containing an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work and materials for which Authority or Authority's property might in any way be responsible, have been paid or otherwise satisfied, and signed by all subcontractors and suppliers; (2) the consent of the surety to Final Payment; and (3) if reasonably required by the Authority's Project Manager, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Authority's Project Manager. Authority's Project Manager may require affidavits or certificates of payment and/or releases from any Subcontractor, laborer, or material supplier.

If any Subcontractor or material supplier refuses to sign the Final Release of Liens or to furnish a release or waiver required by Authority's Project Manager, Contractor may satisfy its obligation with respect to such Subcontractor or material supplier by furnishing a cash bond, assignment of a certificate of deposit, or other liquid security satisfactory to Authority's Project Manager to indemnify Authority against any lien and against the costs and reasonable attorney fees in discharging such lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Authority all monies that the Authority pays in discharging such lien, including all costs and reasonable attorneys' fees, or Authority in its sole discretion may proceed to make a demand against the surety for all such costs and attorney fees. In the event

Authority makes demand for payment against the surety, Contractor shall be responsible to reimburse Authority upon demand for any costs and reasonable attorney fees not paid by the surety.

SECTION 3 - CONTRACT PRICE AND METHOD OF PAYMENT

Authority agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of _____ (\$_____) as shown on Exhibit A.

Within thirty (30) days from the commencement of work, there shall be paid to the Contractor a sum equal to ninety-five percent (95%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of the Authority, since the commencement of the work as determined by the Authority. Thereafter, on a schedule issued by the Authority at the commencement of the job which shows a minimum of one payment made to the Contractor per month for each successive month as the work progresses and the request for payment due dates from the Contractor to meet the payment schedule, the Contractor shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed since the commencement of work as determined by the Authority, less all previous payments, provided that the Contractor submits the request for payment prior to the end of the day required to meet the payment schedule. The Authority will retain five percent (5%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the Authority's Project Manager, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the certificate is due under the terms of the Contract. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

SECTION 4 – TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to commence the Project within 15 calendar days from the date of execution of this Agreement and shall diligently prosecute the work to completion as provided for in the Contract Documents, excluding delays caused or authorized by the Authority as set forth in Contract Documents.

Time is of the essence of this Contract. As required by the Contract Documents, Contractor shall prepare and obtain approval of all shop drawings, details, and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction schedule. Contractor shall coordinate the work covered by this Contract with that of all other Contractors, subcontractors and of the Authority, if any, in a manner that will facilitate the efficient completion of the entire work in accordance with the Contract Documents. Authority shall have the right to assert complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Contractor on the premises.

SECTION 5 – LIQUIDATED DAMAGES FOR DELAY

The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4 plus any allowance made for delays or extensions authorized under the Contract Documents, the Authority will sustain damage which would be extremely difficult and impracticable to ascertain. The parties therefore agree that Contractor will pay to Authority the sum of One Thousand Dollars (\$1,000.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the Project is so delayed. Contractor agrees to pay such liquidated damages and further agrees that Authority may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Contract.

SECTION 6 – COMPLETION

Within 10 days after the Contract completion date of the Project, Contractor shall file with the Project Manager its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. The Project Manager may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

Upon receipt of Contractor's affidavit, the Project Manager shall prepare appropriate documentation setting forth the particular details of the completed Project, including but not limited to, description and amount of all change orders, the final amounts of the Contract, as amended, the time and dates of the total agreement and the identification of any unresolved claims or disputes. If necessary, Project Manager shall submit the Project and the agreements to the Board of Directors for acceptance of the job as complete.

SECTION 7 – SURETY BONDS

General Requirements

To the extent required under Civil Code section 9550, the Contractor shall furnish, prior to the signing the Agreement, and maintain thereafter, a payment bond in the amount of 100 percent of the Contract price including all applicable sales taxes. The bond shall be first approved by the office of the Counsel of the Authority. Such bonds shall be in substantially the form provided in the Contract Documents and issued by a surety authorized by the State Insurance Commissioner to do business in California, and have and maintain, throughout the life of the Project, at least an A- policyholder's rating, or better, and a financial rating of Class VII, or better, in accordance with the most current A.M. Best's Rating Guide.

Unacceptable Surety

If any surety upon any bond furnished in connection with the Contract Documents becomes unacceptable to the Authority, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Project Manager, the Contractor shall promptly furnish such additional security as may be required by the Project Manager or the Board of Directors from time to time to protect the interests of the Authority and of persons supplying labor materials in the prosecution of the work contemplated by this Contract.

SECTION 8 – INSURANCE

Contractor is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against Authority, its officers, agents, and employees and shall issue an endorsement certificate to the policy evidencing same.

Contractor shall at all times carry, on all operations hereunder, bodily injury, including death and property damage liability insurance, including automotive operations, bodily injury and property damage coverage; and builders' all risk insurance. All insurance coverage shall be in amounts specified by Authority in the Insurance Requirements and shall be evidenced by the issuance of a certificate in a form prescribed by the Authority and shall be underwritten by insurance companies satisfactory to Authority for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Said insurance coverage obtained by the Contractor, excepting workers' compensation coverage, shall name the Authority, its Directors, Officers, Agents, Employees, Project Manager, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the Authority, as additional insured on said policies.

Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverage and such

certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days written notice to Authority.

Contractor shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed and accepted by Authority. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of Authority by Contractor under this Contract. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better: However, Authority will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation subject to Authority's option to require a change in insurer in the event the State Fund financial rating is decreased below "B".

Workers' Compensation	Minimum of \$1,000,000 - In Accordance with the Workers' Compensation Act of the State of California.
Public Liability, in the form of either Comprehensive General Liability or Commercial General Liability written on a per-occurrence basis	<p>\$1,000,000 Combined Single Limit, per occurrence for bodily injury, death, and property damage; OR</p> <p>\$ 500,000 per occurrence, with \$1,000,000 aggregate for bodily injury, death, and property damage; OR</p> <p>\$1,000,000 aggregate, separate for this Project for bodily injury, death and property damage.</p>
Automobile Liability, including non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence.

Authority or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. Contractor shall pay the premiums on the insurance hereinabove required.

Contractor shall either: (1) include all subcontractors engaged in any work relating to this Contract as additional named insureds under the Contractor's insurance policies, or (2) Contractor shall be responsible for causing its subcontractors to procure, maintain and submit evidence to Authority of insurance of the same types, in the same amounts, and in compliance with the terms of the insurance requirements set forth in this section, including submittal of all required endorsements. All insurance policies provided by Contractor's subcontractors performing any work related to this Contract shall be endorsed to name the Authority, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subcontractor to commence any work relating to this Contract unless and until it has provided evidence satisfactory to Authority that the subcontractor has secured all insurance required under this section. Payment under this Contract for services performed by subcontractors may be withheld by Authority until evidence satisfactory to Authority is provided that the subcontractor has secured all the required insurance is provided to Authority.

SECTION 9 – RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of Contractor alone. Contractor agrees to save, indemnify and keep Authority, its Directors, Officers, Agents, Employees, Project Manager, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees

harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the sole negligence or sole willful misconduct of Authority, and will make good to and reimburse Authority for any expenditures, including reasonable attorneys' fees Authority may incur by reason of such matters, and if requested by Authority, will defend any such suits at the sole cost and expense of Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to Authority after receiving written notice of the legal action and a tender and demand for defense, Authority shall have the right to select counsel of its own choice to represent all the interests of the Authority. Contractor agrees that the amount of legal costs and expenses, including attorneys' fees, may be withheld by Authority from any Contract amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of said fees and costs.

SECTION 11 – CONTRACT DOCUMENTS

For the purposes of this Agreement the "Contract Documents are the items listed below. The Contract Documents are hereby incorporated into this Agreement and made a part thereof by this reference.

- 1) OCFA Invitation for Bid _____
- 2) Orange County Fire Authority General Conditions
- 3) Drawings and Specifications for _____ (Produced by _____ and approved by OCFA)
- 4) Contractor Bid responding to Bid _____ of (Date _____)
- 5) Contractor Bid Bond dated _____
- 6) Contractor Performance Bond
- 7) Contractor Labor and Materials Payment Bond
- 8) Designation of Subcontractors
- 9) Non-Collusion Affidavit
- 10) Site Visit Certification dated _____
- 11) Contractor Certification of Worker's Compensation
- 12) Contractor Certification of Non-Discrimination by Contractors
- 13) Contractor Debarment and Suspension Certification
- 14) Designator of Sureties
- 15) Prevailing Wage Certification
- 16) Addenda to Bid _____, Number _____
- 17) Supplemental Agreements amending or extending the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner

SECTION 12 – MISCELLANEOUS PROVISIONS

Compliance with Labor Code and Public Contract Code. Authority is subject to the provisions of law relating to prevailing wages, labor law generally, and public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein, and will be complied with by the Contractor.

No contractor or subcontractor may be listed on a proposal for a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded or perform a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall not pay less than the prevailing wage. It shall be the responsibility of the Contractor to obtain the prevailing wage rates from the Director of Industrial Relations directly.

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

Assignment. Contractor shall neither delegate its duties or obligations, nor assign its rights with respect to this Contract, either in whole or in part. Any such attempted delegation and/or assignment shall be void and deemed void at such occurrence, if it were to occur.

Computation of Time. When any period of time is referred to in these Contract Documents by days, it shall be computed to exclude the first and include the last day of the period, provided, however, that if the last day of the period falls on a Saturday, Sunday, or legal holiday, that day shall be omitted from the computation.

Interest. Any monies not paid when due to either party under this Contract shall bear interest at the rate of ten (10%) percent per annum, commencing on the forty-sixth (46th) day after demand for payment thereof after such monies are lawfully due and payable, except as otherwise provided in these Contract Documents.

Remedies Cumulative. No remedy herein reserved to Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in the Contract as now or hereafter existing or at law, equity, or by statute.

Non-waiver. The failure of the Authority to notify the Contractor of any default under this Contract shall not be deemed to be a waiver by Authority of any continuing default by Contractor of any term, covenant, or condition set forth in this Contract, nor of the Authority's right to declare a default for any such continuing breach, and the failure of Authority to insist upon strict performance of any of the terms, covenants, or conditions of the Contract, or to exercise any option in the Contract in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect.

Severability. In case any one or more provisions set forth in the Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein so long as the deletion of such provision does not, in the Authority's judgment, materially alter this Contract.

No Third Party Beneficiaries. This Contract is not intended and shall not be deemed or construed, to confer any rights, powers, or privileges on any person, firm, partnership, corporation, or other entity not a party to this Contract except as may be expressly provided in the Contract to the contrary.

Oral Agreements. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Contract, and none of the provisions of the Contract shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or Modification in writing and executed in the manner required in this Contract by authorized officers or representatives of the Parties. No evidence shall be introduced in any proceeding of any other waiver or modification.

Counterparts. This Contract may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.

Governing Law. The Contract, including the Contract Documents, shall be governed by the laws of the State of California.

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.

Services Prior to Execution. Notwithstanding the fact that this Contract is executed as of the date first set forth above, the Parties recognize that a portion of the Work required under the Contract may have been performed prior to such date, all of which Work shall be governed by the terms and conditions of this Contract and shall be deemed to be a part of the Work. Without limiting the foregoing, all of Contractor's liabilities and obligations to Authority shall apply to all Work and services provided by the Contractor for the Work prior hereto, notwithstanding the fact that the Work may have been performed prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings, or otherwise.

Survival of Rights. Any indemnity, warranty, guarantee given by the Contractor to the Authority under this Contract shall survive the expiration or termination of this Contract and shall be binding upon Contractor until any action under this Contract is barred by the applicable statute of limitations.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement as of the date first hereinabove written.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Brian Fennessy, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

"FIRM"

Date: _____

By: _____



ORANGE COUNTY FIRE AUTHORITY

IFB RO2342 – Addendum 1

February 11, 2019

Thank you to all that attended the mandatory job walk meeting. As a result of questions received, this addendum is issued to provide additional information as requested.

Answers to questions during job walk:

1) **QUESTION:** Will the attendance sheet for the mandatory job-walk be provided?

RESPONSE: Yes, it is attached as part of this Addendum.

2) **QUESTION:** Per the Invitation for Formal Bid, bidders are required to submit one (1) original, two (2) hardcopies, and one electronic copy... Due to this being a bid: Many G.C.'s finalize their BEST (handwritten) numbers minutes before bid is due. Would it be possible to submit one (1) original and the two (2) hardcopies (with handwritten numbers) at time of bid and the one (1) electronic copy be submitted within 12-24 hours after bid opening? Or submit an electronic copy at time of bid to include all bid documents, signatures & information of the G.C. per the RFP, less the Bid Form with amounts and less subcontractors list (since this is usually done last minute and is usually hand written and have no way to upload or burn these two documents onto a digital media).

RESPONSE: An electronic copy will not be required. However, one (1) original, completed bid package with two (2) hardcopies are required. This includes all items as specified in "Required Bid Documents" of Section IV: Bid Documents.

3) **QUESTION:** INVITATION FOR FORMAL BID (page 10 of 52) requests: General Liability with a limit of \$5,000,000 each occurrence for bodily injury, personal injury and property damage/\$5,000,000 aggregate. Please confirm.

RESPONSE: OCFA requires insurance as specified in pages 9 – 10 of the Invitation for Bid. Specific language for required general liability coverage is as follows:

"General Liability including operations, products and completed operations with a limit of \$5,000,000 each occurrence for bodily injury, personal injury and property damage/\$5,000,000 aggregate. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. For those businesses that are self-insured, a written declaration by the principal of the business should be provided."

4) **QUESTION:** What are the requirements for the new PCC pavement? Specify thickness, rebar, type of PCC, connection to existing, etc.

RESPONSE: Please see below:

- The J swale reinforcement requirements are per detail on sheet 2.
- The PCC swale/sidewalk in-fill between the toe of the new retaining wall and the slope side wall of the fire station as indicated on sheet 4 of the plans will be 4 inches thick, 2,500 psi minimum strength concrete, with #3 bars at 18 inches o.c. both ways.

- The infill swale/sidewalk will be pitched at no less than 1/8 inch per foot starting from a high point at the center of the station's slope side wall draining in each direction to the station 's front and rear yards.

5) **QUESTION:** Does the existing trash enclosure get demolished and rebuild or just need to be protected in place?

RESPONSE: The existing trash enclosure gets demolished and the existing trash enclosure doors shall be salvaged for re-use when reconstructing the two trash enclosure wing walls. Please include the demolition and rebuild of the trash enclosure masonry walls (with roofing) in your bid price. The existing trash enclosure doors will be re-used. Care must be taken to prevent damage to existing conduits and emergency generator installation components.

Furthermore, the existing station emergency generator will be moved by others prior to retaining wall construction and then replaced in its existing location upon construction completion. All conduits and associated emergency generator related existing elements will be protected in place by the contractor.

6) **QUESTION:** Will OCFA provide the neighbor encroachment permit?

RESPONSE: The awarded contractor will be responsible for any and all permits as required for project completion. A permission letter from the adjacent HOA has been filed with the City of Lake Forest. Please include any and all permits and associated fees in your bid price.

7) **QUESTION:** On Sheet 9 there are requirements for "Vegetation Management and Fuel Modifications" where are these maintenance tasks provided and detailed? Include direction on the scope of work as it relates to this item.

RESPONSE: OCFA requires the awarded contractor to maintain the landscaping as installed for one-year as the establishment period. Fire Prevention Fuel Modification plant photos and maintenance requirements are provided as an attachment to this addendum.

8) **QUESTION:** Where are the Geotechnical and Soil report and recommendations? Page 4.

RESPONSE: Available files have been uploaded to the documents section of the online bidding system and are also attached as part of this Addendum.

Please note: VO Engineering, the soils engineer of record, is not responsible for the contractor's jobsite safety program; however, VO has the authority to stop any and all construction work due to any slope stability safety issues.

9) **QUESTION:** Where are the start and stop points for the gravity wall? Currently the wall terminates into/at the fire station building on either end.

RESPONSE: The City of Lake Forest "Approved for Construction" gravity wall design is continuous behind the fire station's slope side wall. OCFA would entertain an alternate bid design to have the wall terminate at the corners of the station's slope side wall. The station's slope side wall will still require excavation and replacement of the existing waterproofing with new waterproofing and shock board.

Both the gravity wall and foam grout jacking Approved for Construction designs are based on Enviro-Block and Eagle Lift designs and specifications.

Any contractor proposing alternate designs, substitutions, or “approved equals” will be responsible for any and all submittals and approvals to/from the City of Lake Forest as needed due to changes in designs and specifications including obtaining City of Lake Forest Building Department approval and “Approved for Construction” drawings for their proposed installations.

10) QUESTION: Please provide waterproofing detail for the fire station wall (top of footing to one foot above grade; asphaltic waterproofing/mastic and shock board).

RESPONSE: This would only be necessary for an alternate bid; however, it may be necessary to scrape newly exposed station slope side walls once fully exposed.

11) QUESTION: Please provide additional detail regarding backfill and compaction testing requirements for the gravity wall.

RESPONSE: The upper portion of the wall/slope backfill will require compaction testing. The amount of testing is up to the discretion of the geotechnical engineer. The City may also have a green waste disposal requirement for the hillside vegetation clearing.

The awarded contractor will be responsible for any soils excavation export/import activities including but not limited to City required traffic plans and proper soils export/import documentation.

12) QUESTION: What is the anticipated start date of the project.

RESPONSE: OCFA anticipates this project to start after the rainy season and begin approximately April – May 2019.

13) QUESTION: Will access to the apparatus bay be provided along with an area to set up an office space for the project.

RESPONSE: OCFA will coordinate scheduling and an office location (if needed) with the awarded contractor. The apparatus bay must be accessible by OCFA personnel 24 hours a day for emergency response.

14) QUESTION: There are kitchen cabinets and appliances in the building. They would need to be removed for raising and undersealing of concrete slab. Who is responsible for removing and restoration of cabinets and appliance a Contractor or the Owner?

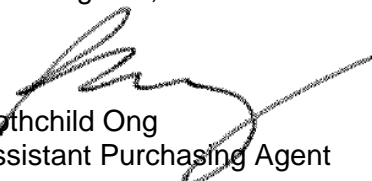
RESPONSE: This additional work as identified will be coordinated by OCFA as needed.

IMPORTANT: If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

Please remember to submit all documents as listed in the Submittal Checklist

Thank you for your interest in doing business with OCFA.

Best Regards,


Rothchild Ong
Assistant Purchasing Agent



ORANGE COUNTY FIRE AUTHORITY

IFB RO2342 – Addendum 2

February 13, 2019

Thank you to all that attended the mandatory job walk meeting and provided questions during the online Q&A period. As a result of questions received, this addendum is issued to provide additional information, and to extend the Q&A due date as requested.

UPDATED Q&A DATE: Additional questions will be received no later than 11:00 A.M., Friday, February 15, 2019.

Answers to additional questions during online Q&A Period:

- 1) **QUESTION:** Page 3, Section H-INSTALLATION, Subsection A. Temporary Excavation - Slot Cut Construction says (in parts) "The maximum section open at the time is 10 feet in width." Question: Does it mean that: (a) only one 10 feet section per wall could be open at a time (so only two (2) blocks length at the bottom are excavated, constructed, and backfilled before next, adjacent 10 feet wall section could be excavated, or (b) several sections could be excavated along the wall as long as each section does not exceed 10 foot width?

RESPONSE: These requirements and instructions will be addressed by the soils engineer of record having the authority to stop work or dictate progress for slope stability reasons. The soils engineer will determine the safe, slope stable progress of the work.

For example, the contractor cannot demolish the entire length of the existing retaining wall; but rather, must only demolish and open as much excavation as can be made safe during a work day as determined by the soils engineer who will be monitoring the slope conditions and construction operations. This slot cut requirement is particularly appropriate to sections of the existing retaining wall that exceed 6 foot in height or where the existing slope stability conditions (i.e.: rock face vs. loose soil) limit the slope cutback ratio. The 10-foot width represents the most extreme expected slope instability condition that could be present.

IMPORTANT: If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

Please remember to submit all documents as listed in the Submittal Checklist

Thank you for your interest in doing business with OCFA.

Best Regards,

A handwritten signature in black ink, appearing to read "Rothchild Ong", is written over the name and title.

Rothchild Ong
Assistant Purchasing Agent



ORANGE COUNTY FIRE AUTHORITY

IFB RO2342 – Addendum 3

February 19, 2019

Thank you to all that attended the mandatory job walk meeting and provided questions during the extended online Q&A period. As a result of additional questions received, this addendum is issued to provide additional information, and to extend the Bid due date as requested.

UPDATED BID DUE DATE: Bids will be received no later than 11:00 A.M., Wednesday, February 27, 2019.

Answers to additional questions during online Q&A Period:

- 1) **QUESTION:** Is the rebar and the anchoring on sheet 7 and 8 part of item#6 (Stabilization of existing station foundation and slab)? Or is item#6 just for injection of the polyurethane foam and no rebolting and anchoring included? Other than the injection of the foam, is there any other work associated with the item#6 (rebar, anchoring, rebolting)?

RESPONSE: Sheets 7 & 8 are reference sheets for the existing post tensioned slab elements of the station. They are provided as reference to assist in the foam jacking process; there is no reinforcement, anchoring, or rebolting associated with sheets 7 & 8 included in this project. There is; however, rebar and reinforcement in the J swale and slope side sidewalk/gutter for the project.

- 2) **QUESTION:** Can you specify if the interlocking blocks have textures. If so please provide detail texture selection.

RESPONSE: Current City of Lake Forest accepted design is smooth finished grey concrete.

- 3) **QUESTION:** What is the total number of half and full-size blocks to provide to other suppliers competitors of Inter-Block?

RESPONSE: The City approved specifications for construction design length/number, size, and stacking layout of Enviro-blocks can be found on sheets 3, 4, and 5. OCFA is not responsible for providing block counts. Contractor is responsible for all proposed alternate manufacturer block design, quantities and details; as well as obtaining City approval for alternate proposed construction.

- 4) **QUESTION:** Are sheets 7 and 8 part of this project or are they provided for information only?

RESPONSE: There is a slope fuel modification work scope included in this project. The supplemental design reports are included to assist alternate retaining wall design proposals and assist in fuel modification landscape installation and maintenance.

- 5) **QUESTION:** Is any soil testing required for item#6? Do we need to hire a soil engineer, or will the service be provided?

RESPONSE: VO Engineering is the soils engineer of record and there is limited compaction testing required except where new concrete is to be placed for j swale and slope side sidewalk gutter installations. New retaining wall backfill, as designed and approved by the City of Lake Forest is gravel and requires no compaction.

- 6) **QUESTION:** What material is the trash enclosure it made of and can you send me a picture? Is the trash enclosure wall made of the same material as the new proposed gravity wall? If not, please provide detail for the bricks as well as the roof material.

RESPONSE: The replacement trash enclosure is to be 6 inch standard grey CMU (6"wx8"hx16") masonry construction for the new walls with a steel framed structure with corrugated steel roofing. The existing trash enclosure steel gates are to be salvaged and re-used. A deferred submittal in compliance with City of Lake Forest's SWPPP regulations is required. Additional reference drawings have been attached to this addendum. See Sheets C-1 and A-8 attached for trash enclosure size, construction, and details.

- 7) **QUESTION:** Is bid item#7 just for testing the concrete slab?

RESPONSE: Item 7 in the Bid Form is a general category for any and all additional services, inspection, and testing needed for project completion.

- 8) **QUESTION:** Can you please provide item description for the bid items 1 through 7?

RESPONSE: The table as provided in the Bid Form provide general categories of the work and services expected for the project. Specific line items as they relate to the categories may be broken down further (at your option) in Attachments A & B. Additional categories may also be as needed as long as the total base bid amount remains the same.

- 9) **QUESTION:** Is the 6" thick crushed rock base on sheet 4, note 2, same as CAB or CMB, or something else. On the same drawings they have the 3/4" crushed rock. Can we use the 3/4" crushed rock for the crushed rock base. What is the difference?

RESPONSE: The 3/4" crushed rock is as specified as the base; it is not CAB (Crushed Aggregate Base) or CMB (Crushed Miscellaneous Base).

- 10) **QUESTION:** Can the bid due date be extended due to additional information provided?

RESPONSE: The Bid Due Date has been extended. **Bids will be received no later than 11:00 A.M., Wednesday, February 27, 2019.**

IMPORTANT: If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

Please remember to submit all documents as listed in the Submittal Checklist

Thank you for your interest in doing business with OCFA.

Best Regards,



Rothchild Ong
Assistant Purchasing Agent

RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation

SECTION IV: BID DOCUMENTS

BIDDER'S CHECKLIST

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS. bidders shall complete and submit all required bid documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

Attendance at the pre-bid meeting and job walk is a requirement for submitting a bid.

REQUIRED BID DOCUMENTS

- ☒ BIDDER'S CHECKLIST
- ☒ 1. BID FORM
- ☒ 2. BIDDERS INFORMATION
- ☒ 3. LIST OF PAST PROJECTS
- ☒ 4. LIST OF CURRENT PROJECTS
- ☒ 5. CONTRACTOR'S LICENSING STATEMENT
- ☒ 6. LIST OF SUBCONTRACTORS
- ☒ 7. DESIGNATOR OF SURETIES
- ☒ 8. NON-COLLUSION AFFIDAVIT
- ☒ 9. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS
- ☒ 10. DEBARMENT AND SUSPENSION CERTIFICATION
- ☒ 11. CERTIFICATION OF SITE EXAMINATION
- ☒ 12. PARTY AND PARTICIPANT DISCLOSURE FORMS (IF APPLICABLE)
- ☒ 13. BID PRICING PAGE (ATTACHMENT A) AND SCHEDULE
- ☒ 14. DETAILED LABOR AND FEE BREAKDOWN (ATTACHMENT B)
- ☒ 15. BID BOND (DEPOSIT) in the form of:
☐ Certified Check ☐ Cashier's Check ☐ bidder's Bond

POST- BID (CONTRACT) DOCUMENTS

Successful bidder shall submit the following:

- ☒ REQUIRED INSURANCE CERTIFICATES WITH ENDORSEMENTS
- ☒ PREVAILING WAGE CERTIFICATION
- ☒ WORKERS COMPENSATION INSURANCE CERTIFICATION
- ☒ PERFORMANCE BOND
- ☒ PAYMENT (LABOR AND MATERIALS) BOND
- ☒ CONSTRUCTION CONTRACT

SUBMITTED BY:

Name of Company Zusser Company, Inc. Contact Name Sara Sass
 Address 528 Palisades Drive City Los Angeles State CA Zip 90242
Suite 504

1. BID FORMTo: **The Orange County Fire Authority (OCFA)**From: Zusser Company, Inc.
(Legal Name of bidder)**Project:** RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation

The undersigned declares that the bid documents including, without limitation, the Invitation for Bids and the Instructions to bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment and services to perform and furnish all work in accordance with the terms and conditions of the bid documents, including, without limitation, the Drawings and Specifications, and contract documents as provided in Bid RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation. The bidder will accept in full payment for that work the following total lump sum amount, all taxes and markup included:

FIRE STATION 42 RETAINING WALL REPLACEMENT & FOUNDATION REMEDIATION	Amount
1) General Conditions	\$ 58,000
2) Demolition of Existing Masonry Retaining Wall	\$ 55,000
3) Grading, Excavation, Backfill, and Compaction (Including Compaction Testing)	\$ 267,200
4) Installation of New Gravity Retaining Wall and Drainage Elements	\$ 400,000
5) Fuel Modification Planting and Establishment Maintenance	\$ 30,000
6) Stabilization of Existing Station foundation and Slab	\$ 45,000
7) Additional Services, Inspection, and Testing	\$ 2,000
Total Base Bid for Fire Station Retaining Wall Replacement and Foundation Remediation: (Must match Total Base Bid Amount provided below)	\$ 857,200

Bid Base Lump Sum

Amount 857,200.00
 Written eight hundred, fifty seven thousand & two hundred dollars & 00/100 cents **Dollars**

Contractor is required to provide itemized pricing in the schedule of values based on Construction Specifications Institute (CSI)'s Master Format. All costs are to be included in this form.

SCHEDULE OF VALUES (See Attachment A)

DETAILED LABOR AND FEE BREAKDOWN (See Attachment B) - Please make sure that the Total Project Fee amounts and activities correspond to the correct activities as listed in the labor column of the Schedule of Values (Attachment A).

PROPOSED SCHEDULE OF CONSTRUCTION

Task	Weeks
Demolition	3
Grading	4
Gravity Wall Installation	5
Slope Redressing and Fuel Mod Planting	2
Foundation and Slab Stabilization	1
Fuel Mod Planting Establishment and Project Clean-Up	2
Total weeks for completion	17

- The undersigned has reviewed the work outlined in the bid documents and fully understands the scope of work required in this bid, understands the construction and project management function(s) as described in the bid documents, and that each bidder who is awarded a contract shall be in fact the prime contractor, not a subcontractor, to the OCFA, and agrees that its bid, if accepted by the OCFA, will be the basis for the bidder to enter into a contract with the OCFA in accordance with the intent of the bid documents.
- The undersigned had notified the OCFA in writing any discrepancies or omission or of any doubt, questions, or ambiguities about the meaning of any of the bid documents at least seventy-two (72) hours prior to bid opening, and has contacted the OCFA Assistant Purchasing Agent before bid date to verify the issuance of any clarifying addenda.
- The undersigned agrees to commence work under this Contract on the date established in the bid documents and to complete all work within the time specified in the Bid Documents.
- By submitting this Bid Form and signing below, the liquidated damages clause of the Agreement is hereby acknowledged.**
- It is understood that the OCFA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days.
- Bidder acknowledges receipt and acceptance of the following addenda, if any:
 No. 1 Dated 2/11/19 No. 3 Dated 2/19/19
 No. 2 Dated 2/13/19 No. _____ Dated _____
- The undersigned hereby certifies that bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

8. The bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed. bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.
9. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the OCFA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the bidder may be subject to criminal prosecution.
11. The undersigned bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Bid Documents. bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
12. Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the bidder will comply with such provisions before commencing the performance of this contract.

Furthermore, bidder hereby certifies to the OCFA that all representations, certifications, and statements made by the bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 30 day of January 2019

Legal Name of bidder ZUSSER Company, Inc.

Type of Entity (Corp., LLC) CORPORATION

Signature of bidder [Signature]

Title of Signer President

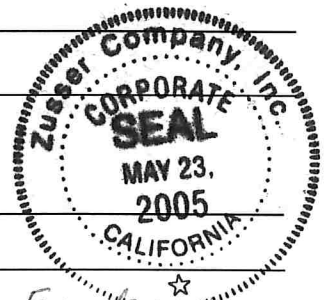
If bidder is a Corporation, affix corporate seal

Name of Corporation Zusser Company, Inc.

Date of Incorporation 5/23/2005

President Dara Sass Secretary Mikhail Fyodorov

Treasurer Mikhail Fyodorov Manager Mikhail Fyodorov



2. BIDDER'S INFORMATION (REQUIRED)

Bidder's Name Zusser Company, Inc.
 Bidder's Business Address 528 Palisades Drive #504, Los Angeles, CA
 Contact Name LARA SASS E-Mail Address LARASASS@gmail.com
 Taxpayer ID Number 20-3016494
 Telephone Number 310-230-6808 Fax Number 310-230-6890
 California Contractors License Number and Class 864216 A+B
 Original Issue Date 9/17/2005 Expiration Date 9/30/2019
 How many years has the bidder been in business under the present name? 14
 What other names has the bidder operated under? NONE

If your company is owned by an individual or partnership, answer the following questions:

Date of Organization _____ Type _____
 (i.e. general or limited partnership)

Name and address of all partners

If other than a corporation or partnership, describe organization and name principals.

Corporation

List other states in which bidder is legally qualified to do business.

California

What type of work does the bidder normally perform with its own forces?

General Contractors incl. earthwork, concrete, mechanical, slope stabilization, landscape, water + sewer

Has the bidder ever failed to complete any work awarded? If so, note when, why and where.

NO

Have any of the current officers/partners of the bidder's company ever been an officer/partner of another company that failed to complete a contract within the past five years? If so, please submit a separate page providing an explanation.

NO

3. LIST OF PAST PROJECTS

The bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform a similar scope of construction work for other public agencies. The following are the names addresses, phone numbers, and contact information for three projects for which the bidder has performed as specified above within the past three (3) years. **Failure to provide the requested information may cause your bid to be rejected as non-responsive.**

Agency Name _____
 Address _____
 Contact Person _____
 Telephone Number _____ E-mail _____
 Scope of Work/Dollar Amount _____

*see attached
List*

Agency Name _____
 Address _____
 Contact Person _____
 Telephone Number _____ E-mail _____
 Scope of Work/Dollar Amount _____

Agency Name _____
 Address _____
 Contact Person _____
 Telephone Number _____ E-mail _____
 Scope of Work/Dollar Amount _____

Agency Name _____
 Address _____
 Contact Person _____
 Telephone Number _____ E-mail _____
 Scope of Work/Dollar Amount _____

3. LIST OF PAST PROJECTS:

Project Name: **Removal & Replacement of Santa Fe Rubber Dam**
Agency: **County of Los Angeles**
Agency Address: 900 South Fremont Avenue, Alhambra, CA 91803
Agency Phone: 323-267-2297
Project Address: San Gabriel River, South of I-210 Freeway, Inwindale, CA 91706
Project Dates: 05/20018 – 10/2018
Contract Amount: \$1,200,000
Contact Person: **Travis Wylde**
Phone: **626-458-6346 or 626-755-9943**
Email: **twylde@dpw.lacounty.gov**
Scope: Removal of an existing Santa Fe Spreading Grounds rubber dam measuring 6' in dia by 600' in length, supplying and installation of a new rubber dam and materials, foundation preparation, construction joint repairs, cleaning and inspection of dam foundation.

Project Name: **Park to Playa Trail: Stone Center to Overlook Segment**
Agency: **County of Los Angeles**
Agency Address: 900 South Fremont Avenue, Alhambra, CA 91803
Agency Phone: 626-458-2540
Project Address: 5950 Stoneview Drive, Culver City, CA 90232
Project Dates: 7/2017 – 5/2018
Contract Amount: \$1,800,000
Contact Person: **Ryan Kristan**
Phone: **626-300-3271**
Email: **rkristan@dpw.lacounty.gov**
Scope: Stone Nature Center to Overlook Segment: New decomposed granite trails, soldier pile retaining walls at slope hillsides, shoring, sire demolition, grading, excavation, interceptor drain, bench cuts at sloped hillsides, post and cable rails, fencing, landscape and irrigation

Project Name: **Transportation Municipal Services Yard 12800 Imperial Highway**
Agency: **City of Norwalk**
Agency Address: 12700 Norwalk Boulevard, Norwalk, CA 90650
Agency Phone: 562-929-5723
Project Address: 12800 Imperial Highway, Santa Fe Springs, CA 90670
Project Dates: 4/2017 – 8/2017
Contract Amount: \$472,100
Contact Person: **Randy Hillman**
Phone: **562-929-5719**
Fax: 562-929-5584
Scope: Compact, subgrade and place unclassified fill. Place crushed rock blanket, geogrid blanket, and crushed rock variable thickness embankment. Restore existing monitoring wells. Install electric meter pedestal and conduit to power poles. Install PVC pipes and replace utility vaults and covers.

Project Name: **LADWP Lagoon Refurbishment**
Agency: **Metropolitan Water District of So. California**
Agency Address: 700 N. Alameda Street, Los Angeles, CA 90012
Agency Phone: 213-217-6000
Project Address: 12944 Balboa Boulevard, Granada Hills, CA 91344
Project Dates: 02/2015 – 07/2017
Contract Amount: \$3,100,000
Contact Person: **Thein Soe Win**
Phone: **970-413-3577**
Email: twin@mwddh2o.com
Scope: Construction of liner basin, over 7,000 lf of PVC, utility ductbanks, large maintenance holes, modification of existing maintenance holes, installation of standpipes, submersible pumps and turbidity meters, on-site screening of over 6,000 cy of underdrain rock, disposal of hazardous material, installation of 13,000 cy of crushed rock, refurbishment of existing decant valve structures for four lagoons including asbestos and PCB abatement, installation of electrical panes and utility cabinets.

Project Name: **Arroyo Simi Upstream of Madera Road Grade Stabilizer Repairs**
Agency: **County of Ventura**
Agency Address: 800 South Victoria Avenue, Ventura, CA 93009-1670
Agency Phone: 805-654-2039
Project Address: 100 East Easy Street, Simi Valley, CA 93065
Project Dates: 11/2015 – 02/2016
Contract Amount: \$450,000
Contact Person: **Masood Jilani**
Phone: **805-654-2029**
Fax: 805-654-3350
Scope: Removal and repair of 1,000 cy concrete rock riprap bank and grade stabilizer. Excavation of 2,000 cy and fill of 1,300 cy. Repair reinforcing concrete slash pool slabs and steel armoring over the grade stabilizer crest.

Project Name: **Live Oak Spreading Grounds Improvements**
Agency: **County of Los Angeles, Dept of Public Works**
Agency Address: 900 South Fremont Avenue, Alhambra, CA 91803
Agency Phone: 626-458-4951
Project Address: Live Oak Canyon Road and Baseline Road, Claremont, CA 91711
Project Dates: 8/20014 – 12/2014
Contract Amount: \$1,400,000
Contact Person: **Tim Bazinet**
Phone: **626-458-2185**
Fax: 626-458-2197
Scope: Demolition of existing concrete channel, reconstruct reinforced concrete channel, construct rubber dam and control house, modified diversion structure, slides gates, operational platform, structural steel catwalk, RCP pipes and fittings, structural and site concrete, asphalt, concrete outlets, riprap, electrical.

Project Name: **Construction of Additional Parking at Golden west Transportation Center**
Agency: **Orange County Transportation Authority (OCTA)**
Agency Address: 550 South Main Street, Orange, CA 92863
Agency Phone: 714-560-6282
Project Address: 7401 Center Avenue, Huntington Beach, CA 92647
Project Dates: 11/20014 – 9/2015
Contract Amount: \$1,980,000
Contact Person: **Mysore Satish**
Phone: **909-694-2946**

Scope: Construction of additional parking at the Golden West Transportation Center. It includes construction of the 57' x 97' Storm Water underground concrete vault, excavation to 20' deep, shoring, sump pumps, mechanical. Site grading, flat concrete, curbs, asphalt, striping for the 60,000 sf parking lot. Irrigation, landscaping, site demolition, fencing, compliance with SWPPP, mitigation measures and CEQA requirements. Electrical work including pull boxes, wiring, parking lot lights and connections with mechanical.

Project Name: **Seismic Retrofit of the Azusa Hydroelectric Plant Penstock & Bypass Pipes**
Agency: **City of Pasadena**
Agency Address: 100 North Garfield Avenue, S288, Pasadena, CA 91109
Agency Phone: 626-744-4124
Project Address: 1850 North Ranch Road, Azusa CA 91702
Project Dates: 4/20013 – 6/2013
Contract Amount: \$500,000
Contact Person: **Jason Miller**
Phone: **626-744-6276**
Fax: 626-396-7510
Scope:

Retrofit of two above ground pipelines associated with the hydroelectric plant: 800 lf of 38" welded steel pipe and 800 lf of 36" reinforced concrete pipe dropping 390 feet in elevation. It includes resetting existing rocker supports, installation of welded cross braces on Penstock supports. Install tie downs along bypass pipe and repair collar joints. Install and repair miscellaneous ladders and handrails. Place reinforced concrete at pipe support anchor blocks and install debris deflection system. Repair and paint the exterior of the Penstock. Demolition and Installation of electrical conduits, wires and pull boxes. Site-related work including environmental, cultural sensitive training and nesting bird & biological Survey.

Project Name: **Phase 2C Liner Construction at Savage Canyon Landfill**
Agency: **Whittier Utility Authority**
Agency Address: 13230 Penn Street, Whittier, CA 90602
Agency Phone: 562-567-9500
Project Address: 13919 East Penn Street, Whittier CA – Savage Cyn Landfill
Project Dates: 08/20012 – 6/2013
Contract Amount: \$1,800,000
Contact Person: **Daniel Wall**
Phone: **562-567-9545**
Fax: 562-567-2874
Scope:

Construction of a lined landfill cell for Phase 2C at the Savage Canyon Landfill located in Whittier. The work consist of mass excavation, subgrade preparation, Earthwork, Installation of High Density Polyethylene (HDPE) geomembrane, geosynthetic clay liner (GCL), geocomposite, geotextiles, HDPE and PVC piping, surface water control structures.

Project Name: **Cathodic Protection for Huntington Beach & Talbert Channels**
Agency: **Orange County Public Works Department**
Agency Address: 333 W. Santa Ana Blvd, Bldg 10, Santa Ana CA 92701
Agency Phone: 714-834-2206
Project Address: H. B. & Talbert Channels: Brookhurst Avenue to Adams Avenue
Project Dates: 08/20011 – 08/2012
Contract Amount: \$4,240,000
Contact Person: **Hamid Abedzadeh**
Phone: **714-245-4501**
Fax: 714-567-6563
Scope: The repair and installation of the Cathodic Protection (CP) System and equipment, coating repairs and selected pile cap replacement, cable guard fence repairs. The work includes underwater arc welding additional galvanic anodes to the sheet piles, drilling and installing electrodes CP test stations, constructing concrete pads, removing existing oil-cooled rectifiers, existing anode junction boxes, capping of anode ground bed vent pipes, abandoning shallow anode wells, selected replacement of pile caps with existing pipe caps, associated site work, SWPPP.

Project Name: **Imperial Rubber Dam Replacement**
Agency: **Orange County Water District**
Agency Address: 18700 Ward Street, Fountain Valley CA 92708
Agency Phone: 714-378-3200
Project Address: Imperial Highway/Santa Ana River Crossing in the City of Anaheim
Project Dates: 08/20011 – 10/2011
Contract Amount: \$1,251,000
Contact Person: **Nate Scheevel**
Phone: **714-378-8207**
Fax: 714-378-3370
Scope: The Imperial Dam Replacement project consists of the removal of an existing rubber dam measuring 7' in dia by 320' in length, supplying and installation of a new rubber dam and materials, foundation preparation, construction joint repairs, cleaning and inspection of dam foundation and piping modification including removal of existing water air pressure relief tank, existing stilling well & pipes and valves repairs and cleaning, electrical and instrumentation upgrades. The work also includes grading and drainage, temporary access across the flow in Santa Ana River, controlling flows and seepage in the work zone. start-up and testing to be preformed for all instrumentation, equipment & devices.

Project Name: **Robert B. Diemer Water Treatment Plant Fire & Portable Water Pump Station**
Agency: **Metropolitan Water District of So. California**
Agency Address: 700 N. Alameda Street, Los Angeles, CA 90012
Agency Phone: 213-217-6000
Project Address: 3972 Valley View Avenue, Yorba Linda, CA 92686
Project Dates: 06/2010 – 04/2012
Contract Amount: \$5,000,000
Contact Person: **Mark Waters**
Phone: **213-217-7336**
Fax: 213-576-5155

Scope: Construct Robert B. Diemer Water Treatment Plant Fire and Potable Water Pump Station including mechanical pipe work, structural concrete, flat concrete, electrical work. Install 30" & 36" CIDH Piles. Shore and excavate up to 20 feet deep. Bore and case 54" steel pipe. Install structural steel and miscellaneous metals. Painting and cathodic protection. Site work including demolition, dirtwork, new asphalt, concrete, retaining walls and landscape.

Project Name: **Scale Improvements at Olinda Alpha Landfill**
Agency: **County of Orange, OC Waste and Recycling**
Agency Address: 300 N. Flower Street, Suite 400, Santa Ana, CA 92703
Agency Phone: 714-834-4000
Project Address: 1942 Valencia Ave, Brea, CA 92823
Project Dates: 02/2009 – 10/2009
Contract Amount: \$2,100,000
Contact Person: **Richard L Huffmire**
Phone: **909-860-7777**
Fax: 909-860-8017
Scope: Demolition and removal of four (4) truck scales, install four new truck scales and appurtenance for attended and unattended use. Miscellaneous electrical, civil and drainage improvements. Concrete sidewalks, curb & gutters, ramps, driveways, asphalt and concrete paving, striping, masonry, fencing, SWPPP.

Project Name: **Saddle Peak Road at Culvert Marker 0.18**
Agency: **County of Los Angeles – Department of Public Works**
Agency Address: 900 South Fremont Avenue, Alhambra, CA 91803
Agency Phone: 626-458-5100
Project Address: Saddle Peak Road and Schueren, City of Malibu
Project Dates: 03/2009 – 08/2009
Contract Amount: \$1,500,000
Contact Person: **Robert Eisenhamer**
Phone: **626-458-3155**
Fax: 626-458-2197
Type of Work: Restoration of roadway 1:1 slopes including unclassified excavation, unclassified fill, imported borrow, keyway excavation below bedrock, construct AC pavement, on base material and AC Pavement (inverted shoulders). Guardrail with terminal section, landscape and erosion control blanket, irrigation system, rubber gasketed RCP, PVC, and CSP lines, reinforced concrete pipe anchors and masonry drainage structures, concrete riprap

Project Name: **Lake Wohlford Penstock Slope Repair**
Agency: **City of Escondido**
Agency Address: 201 N. Broadway, Escondido, CA 92025
Agency Phone: 760-839-4617
Project Address: Lake Wohlford Road & Powerhouse Road, Escondido
Project Dates: 12/2007 – 05/2008
Contract Amount: \$508,000
Contact Person: **Neil Greenwood**
Phone: **760-839-4078**
Fax: 760-735-5782
Scope: Remediation of the failed portion of the Lake Wohlford Penstock slope, clearing & grubbing, removing boulders, cobbles & loose soil, excavation, place sand-cement fill, construct slope drainage ditches, construct splash wall, benching slope surface, vegetate slope.

Project Name: **Landslide Repairs at Diamond Bar Center**
Agency: **City of Diamond Bar– Public Works**
Agency Address: 21825 Copley Drive, Diamond Bar, CA 91765
Agency Phone: 909-837-7060
Project Address: 1600 S. Grand Avenue, Diamond Bar, CA 91765
Project Dates: 11/2006 – 01/2007
Contract Amount: \$267,010
Contact Person: **Bob Rose**
Phone: **909-839-7060**
Fax: 909-861-3117
Scope: Landslide Repairs, Drainage System, Excavation, Landscape and Irrigation, Rock Gallery Excavation.

Project Name: **Marquita Storm Drain Reconstruction**
Agency: **City of San Clemente – Public Works**
Agency Address: 910 Calle Negocio Suite 100, San Clemente, CA 92673
Agency Phone: 949-361-6100
Project Address: 221-225 West Marquita Bl, San Clemente, CA 92673
Project Dates: 08/2006 – 11/2006
Contract Amount: \$315,000
Contact Person: **Ken Knatz**
Phone: **949-289-3857**
Fax: 949-361-8234
Scope: Slope Failure Repairs, Demolition, Geogrid Reinforcement, Storm Drain Reconstruction (RCP & HDPE), Excavation, Piping, Concrete Paving, Driveways, Ramps, Small Structures, Landscape.

[illegible]

4. LIST OF URRENT PROJECTS

Project Name: **Clean Closure of the Cruickshank Road Illegal Disposal Site**
Agency: **Imperial County**
Agency Address: 940 West Main Street, El Centro, CA 92243
Agency Phone: 805-654-2039
Project Address: Central Drain and Cooley Road, El Centro, CA 92243
Project Dates: 6/2018 – 5/2019
Contract Amount: \$6,815,000
Contact Person: **John Gay (Director of Public Works)**
Phone: **442-265-1836**
Email: **johngay@co.imperial.ca.us**
Scope: Remove waste and impacted soil from site and re-grade to a uniform surface. Removal, transportation and disposal of Cal-Haz waste and non-hazardous waste. Earthwork to final grade. Onsite processing of existing onsite concrete and placement of reclaimed concrete.

Project Name: **Joint Water Pollution Control Plant Demolition of Digestion Tanks MLK**
Agency: **County Sanitation District of Los Angeles**
Agency Address: 1955 Workman Mill Road, Whittier, CA 90607
Agency Phone: 562-699-7411
Project Address: 24501 S. Figueroa Street, Carson, CA 90745
Project Dates: 7/2018 – 5/2019
Contract Amount: \$2,887,300
Contact Person: **Russ Vakharia (Project Manager)**
Phone: **310-830-8050**
Email: **rvakharia@lacsdsd.org**
Scope: Demolition of the existing Digestion Tank KLM and ancillary facilities, including removal and disposal of existing residuals within tanks. Demolition of existing mechanical piping and equipment, above- and below-grade reinforced concrete structures. Removal and relocation of existing yard piping and electrical equipment. Backfill to match existing grade.

Project Name: **Recycled Water Storage Pond Relining, Pond No. 1/2**
Agency: **Rancho California Water District**
Agency Address: 42135 Winchester Road, Temecula, CA 92589
Agency Phone: 951-296-6900
Project Address: Elm Street and Douglas Avenue, Murrieta, CA 92562
Project Dates: 7/2018 – 2/2019
Contract Amount: \$3,000,000
Contact Person: **Chris Haney (Inspector)**
Phone: **951-365-4256**
Email: **haneyc@ranchowater.com**
Scope: Demolition and disposal of existing surface debris, polypropylene and geotextile liners, reinforced concrete and appurtenances. Pond surface preparation, grading, excavation. Install reinforced geomembrane and geotextile along the slopes and bottom of Pond. Construct reinforced concrete dewatering sump, fiberglass grating, liner anchorage and all related work. Mechanical and electrical work.

5. CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that the bidder is licensed in accordance with the laws of the State of California. The successful bidder and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. 864216 Class A+B Expiration 9/30/19

Department of Industrial Relations (DIR) # 1000006749

Name of Individual Contractor _____

Signature of Owner _____

Business Address _____

If the contractor operates under a partnership, provide the name of the firm, name, title and address below.

Name of Firm _____

Business Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

If the contractor operates under a corporation, provide the name and address below in addition to the signatures of the President and Secretary.

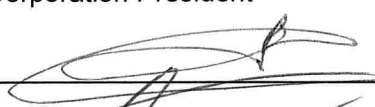
Name of Corporation Fusser Company, Inc.

Business Address 528 Palisades Drive # 504, Los Angeles CA
90272

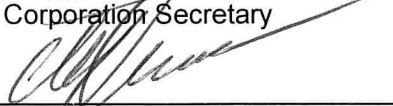
Corporation organized under the laws of the State of California

California

Signature of the Corporation President

 Danisa Suss

Signature of the Corporation Secretary

 Mikhail Ryodorov

Date

1/30/19

6. LIST OF SUBCONTRACTORS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. Furthermore, bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the construction work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractor's total bid.

Subcontractor Name	<u>Aliso Pacific</u>	Location	<u>Santa Monica, CA</u>
Portion of Work/Trade	<u>demolition (partial), concrete (partial)</u>		
Bid Amount	<u>\$70,000</u>		
Contractor's License Number	<u>1000020884</u>	DIR Number	<u>6/30/19</u>
Subcontractor Name	<u>Saber (SoCoast Piering)</u>	Location	<u>Murrieta, CA</u>
Portion of Work/Trade	<u>Stabilize existing slab (partial)</u>		
Bid Amount	<u>\$ 34,000</u>		
Contractor's License Number	<u>100058501</u>	DIR Number	<u>6/30/19</u>
Subcontractor Name	_____		
Portion of Work/Trade	_____		
Bid Amount	_____		
Contractor's License Number	_____	DIR Number	_____

6. LIST OF SUBCONTRACTORS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. Furthermore, bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the construction work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractor's total bid.

Subcontractor Name _____ **Location** _____

Portion of Work/Trade _____

Bid Amount _____

Contractor's License Number DIR Number _____

Subcontractor Name _____ **Location** _____

Portion of Work/Trade _____

Bid Amount _____

Contractor's License Number DIR Number _____

Subcontractor Name _____ **Location** _____

Portion of Work/Trade _____

Bid Amount _____

Contractor's License Number DIR Number _____

7. DESIGNATOR OF SURETIES

Provide the names, addresses and telephone numbers for all insurance brokers and sureties the bidder intends to purchase insurance and bonds from.

Company Name Pinnacle Surety & Insurance Services
Address 151 Kalmus Drive #A-201, Costa Mesa CA 92626
Contact Name Shawn Blume E-Mail Address shawn@pss-inc.com
Telephone Number 714-546-5100 Fax Number 714-546-3707
Bond or Insurance/Type all bonds

Company Name ISU Insurance Services
Address 3617 Thousand Oaks Bl #305, Westlake Village, CA
Contact Name Mike Kirk E-Mail Address mike@ISustanton.com
Telephone Number 818-889-2155 Fax Number 805-379-4198
Bond or Insurance/Type all insurances

Company Name _____
Address _____
Contact Name _____ E-Mail Address _____
Telephone Number _____ Fax Number _____
Bond or Insurance/Type _____

Company Name _____
Address _____
Contact Name _____ E-Mail Address _____
Telephone Number _____ Fax Number _____
Bond or Insurance/Type _____

8. NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of Zusser Company, Inc.
(Title) (Name of Contractor, Partnership, Corp.)

the party making the foregoing bid.


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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/30/2019
(date)

in

Los Angeles, California
(city & state)


(Signature)

Lana Sass
(Print Name)

President
(Title)

9. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

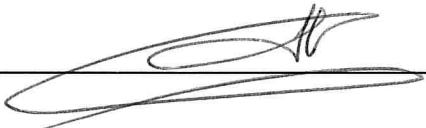
Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Company Name Zusser Company, Inc.

Signature 

Printed Name/Title of Company Representative Lara Sass / President

Date 1/30/2019

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

10. DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:


- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Company Name Fusser Company, Inc.

Signature 

Printed Name/Title of Company Representative Lara Sass / President

Date 1/30/2019

11. CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor or subcontractor of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents.

Each bidder shall examine the site for the work described herein. bidders shall attend a mandatory pre-bid inspection of the building(s) and site(s), conducted by the OCFA, unless otherwise specified. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.


The specifications for the work show conditions as they are believed to exist. The conditions shown do not constitute a representation or warranty express or implied by the OCFA, its officers or agents that such conditions actually exist.

Each bidder also certifies it has observed the designated Contractor work areas, material equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed for such matters.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

Date of Site Examination 2/5/2019

Company Name Zusser Company, Inc.

Signature 

Printed Name/Title of Company Representative Lara Sass / President

Date 1/30/2019

12. PARTY AND PARTICIPANT DISCLOSURE FORMS

The attached Party Disclosure Form must be completed and submitted by the bidder and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 6 of this solicitation.

The Participant Disclosure Form must be completed by lobbyists or agents representing the bidder in this procurement.

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE:

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venture partner(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."

- F. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture partner(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
- G. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards. This notice shall not constitute legal advice, and may not be inclusive of all applicable laws and regulations.

¹ *Entitlement for the purposes of this form refers to contract award.*

² *All Contracts for the purposes of this form refer to the contract award of this specific solicitation.*

ORANGE COUNTY FIRE AUTHORITY

PARTY DISCLOSURE FORM

Party's Name: Fussen Company, Inc

Party's Address: 528 Palisades Drive # 504, Los Angeles CA

Party's Telephone: 310 - 230- 6808

Solicitation Title and Number: Retaining Wall Replacement - # RO2342

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: 2/21/19
Signature of Party and/or Agent

 D. Sass
President

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

**ORANGE COUNTY FIRE AUTHORITY
PARTICIPANT (AGENT) DISCLOSURE**

The Participant Disclosure Form must be completed by lobbyists or agents representing the bidder in this procurement. (Please see next page for definitions of these terms.)

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval.

IMPORTANT NOTICE:

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before the OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).

If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the OCFA or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
- a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Authority's or one of its affiliated agencies' decisions in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:

(1) Communicates directly, either in person or in writing, with a

RO2342 – Fire Station Retaining Wall Replacement and Foundation Remediation
board member or alternate of the OCFA or any of its affiliated agencies for the
purpose of influencing the member's vote on the proposal;

- (2) Communicates with an employee of the OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (3) Testifies or makes an oral statement before the Board of Directors of the OCFA or any of its affiliated agencies.
- 2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
 - 3. Your "agent" is someone who represents you in connection with a proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
 - 4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
 - 5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY FIRE AUTHORITY
PARTICIPANT DISCLOSURE FORM

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Prime's Firm Name: _____ *N/A*

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

ORANGE COUNTY FIRE AUTHORITY

Board of Directors

Ed Sachs, Chair

City of Mission Viejo

Dave Harrington, Director

City of Aliso Viejo

Tri Ta, Director

City of Westminster

Michele Steggell, Director

City of La Palma

Laurie Davies, Director

City of Laguna Niguel

Leah Basile, Director

City of Lake Forest

Gene Hernandez, Director

City of Yorba Linda

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias, Director

City of San Juan Capistrano

Ellery Deaton, Director

City of Seal Beach

Al Murray, Director

City of Tustin

Todd Spitzer, Director

County of Orange

Joseph Muller, Vice-Chair

City of Dana Point

Rob Johnson, Director

City of Cypress

Elizabeth Swift, Director

City of Buena Park

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Shelley Hasselbrink, Director

City of Los Alamitos

Bill Nelson, Director

City of Villa Park

Tim Brown, Director

City of San Clemente

Vicente Sarmiento, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Lisa Bartlett, Director

County of Orange

Attachment A

Schedule of Values

		DESCRIPTION OF WORK										
		FIRE STATION 42 RETAINING WALL REPLACEMENT & FOUNDATION REMEDIATION PLEASE VERIFY PROPER CALCULATION										
PROJECT TITLE:												
RO2342												
			MATERIAL/SUBS		LABOR		EQUIPMENT		TOTALS			
									Major item LS			
Item Description	UOM	Unit Quan	Unit Quan	Item Unit Cost	Unit Quan	Item Unit Cost	Unit Quan	Item Unit Cost	By Item Total	Total	Group Total	NOTES
DEMOLITION/ SITE PREP											\$ 163,000	
DEMOLITION OF EXISTING MASONRY RETAINING WALL	L.S.	1	1	16000	1	35000	1	7000	\$ 58,000	\$ 58,000		
COMPACTION TESTING)	L.S.	1	1	2000	1		1		\$ 2,000	\$ 2,000		
STABILIZATION OF EXISTING STATION FOUNDATION (FOAM JACKING)	L.S.	1	1	40000	1	4000	1	1000	\$ 45,000	\$ 45,000		
General Conditions	L.S.	1	1	30000	1	26000	1	2000	\$ 58,000	\$ 58,000		
GRAVITY WALL											\$ 664,200	
EARTHWORKS	L.S.	1	1	44200	1	153000	1	70000	\$ 267,200	\$ 258,000		
GRAVITY WALL INSTALLATION	L.S.	1	1	155000	1	160000	1	46200	\$ 361,200	\$ 361,200		
DRAINAGE ELEMENTS INSTALLATION	L.S.	1	1	40000		3000	1	2000	\$ 45,000	\$ 45,000		
FUEL MODIFICATION											\$ 30,000	
FUEL MODIFICATION LANDSCAPE PLANTING	L.S.	1		7000		12000		1000	\$ 20,000	\$ 20,000		
FUEL MODIFICATION PLANTING ESTABLISHMENT MAINTENANCE	L.S.	1		1000		8000		1000	\$ 10,000	\$ 10,000		
401,000.00											Total	\$ 857,200

LABOR RATES FEE SCHEDULE

Page 1 of 1

15. BIDDER'S BOND
(10% of the Total Bid Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as Zusser Company, Inc., as Principal ("Principal"),
and Travelers Casualty and Surety Company of America as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the
State of and authorized to do business as a surety in the State of California, are held and bound
unto the Orange County Fire Authority ("Authority") of Orange County, State of California as
Obligee, in the sum of

Ten percent of bid amount Dollars (\$) 10.0% of bid

lawful money of the United States of America, for the payment of which sum well and truly to
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted
a bid to the Authority for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner
required under the Bid Documents, after the prescribed forms are presented to Principal for
signature, enters into a written contract ("Agreement"), in the prescribed form in accordance
with the bid, and files two bonds, one guaranteeing faithful performance and the other
guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the contract between the Principal and the Obligee becoming effective, or if the
Principal shall fully reimburse and save harmless the Obligee from any damage sustained by
the Obligee through failure of the Principal to enter into the Agreement and to file the required
performance and labor and material bonds, and to meet all other conditions to the Agreement
between the Principal and the Obligee becoming effective, then this obligation shall be null and
void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated
above shall be due immediately if Principal fails to execute the Agreement within seven (7)
days of the date of the Authority's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Agreement or the call for bids, or to the work to be
performed thereunder, or the specifications accompanying the same, shall in any way affect its
obligation under this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Agreement or the call for bids, or to the work, or
to the specifications.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)

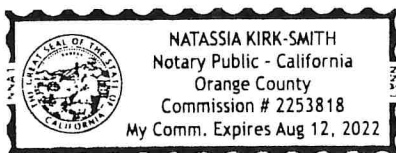
County of Orange)

On 1/30/19 before me, Natassia Kirk-Smith, Notary Public,

personally appeared Vanessa Copeland

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Natassia Kirk-Smith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner: ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner: ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Vanessa Copeland** of **Costa Mesa California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

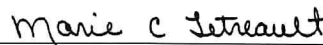
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetraault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **January**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Nº 6516

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the
laws of Connecticut, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

IN WITNESS WHEREOF, effective as of the 1st day
of July, 1997, I have hereunto set
my hand and caused my official seal to be affixed this 16th
day of June, 1997.



By

Chuck Quackenbush
Insurance Commissioner

Victoria S. Sidbury
Secretary

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Contractor's License Detail for License # 864216

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

ZUSSER COMPANY INC
528 PALISADES DRIVE SUITE 504
LOS ANGELES, CA 90272
Business Phone Number:(310) 230-6808

Entity Corporation

Issue Date 09/17/2005

Expire Date **09/30/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR

Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.

Bond Number: 60001995

Bond Amount: \$15,000

Effective Date: 07/01/2018

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual MIKHAIL FYODOROV certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/14/2006

BQI's Bond History

Workers' Compensation

Policy Number:9080086

Effective Date: 11/29/2013

Expire Date: 11/29/2019

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:	<input type="text" value="7/1/2018 - 6/30/2019"/>	<input type="button" value="v"/>
PWC Registration Number:	<input type="text" value="example: 1234567890"/>	
Contractor Legal Name:	<input type="text" value="example: ABC COMPANY"/>	
License Number:	<input type="text" value="864216"/>	Contractor License Lookup
County:	<input type="text" value="Select County"/>	<input type="button" value="v"/>
<input type="button" value="Search"/>		<input type="button" value="Reset"/>

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number (s)	Current Status	Registration Date	Expiration Date
View	ZUSSER COMPANY, INC.	1000006749	LOS ANGELES	LOS ANGELES	CSLB:864216	Active	06/06/2018	06/30/2019

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Contractor's License Detail for License # 993726

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

ALISO PACIFIC INC
1425 6TH STREET #302
SANTA MONICA, CA 90401
Business Phone Number:(949) 254-7544

Entity Corporation

Issue Date 06/14/2014

Expire Date 06/30/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 214407

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ANTON MIKHAIL FYODOROV certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/14/2014

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

Effective Date: 05/07/2018

Expire Date: None

Workers' Compensation History

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:	<input type="text" value="7/1/2018 - 6/30/2019"/>	<input type="button" value="v"/>
PWC Registration Number:	<input type="text" value="1000020884"/>	
Contractor Legal Name:	<input type="text" value="example: ABC COMPANY"/>	
License Number:	<input type="text" value="example: 123456"/>	Contractor License Lookup
County:	<input type="text" value="Select County"/>	<input type="button" value="v"/>
<input type="button" value="Search"/>		<input type="button" value="Reset"/>

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	ALISO PACIFIC INC.	1000020884	LOS ANGELES	SANTA MONICA	CSLB:993726	Active	06/06/2018	06/30/2019

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Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:	<input type="text" value="7/1/2018 - 6/30/2019"/>	▼
PWC Registration Number:	<input type="text" value="1000058501"/>	
Contractor Legal Name:	<input type="text" value="example: ABC COMPANY"/>	
License Number:	<input type="text" value="example: 123456"/>	Contractor License Lookup
County:	<input type="text" value="Select County"/>	▼
<input type="button" value="Search"/>		<input type="button" value="Reset"/>

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number (s)	Current Status	Registration Date	Expiration Date
View	SOUTH COAST PIERING, INC., DBA SABER	1000058501	RIVERSIDE	MURRIETA	CSLB:826234	Active	06/20/2018	06/30/2019

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Contractor's License Detail for License # 826234

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SOUTH COAST PIERING INC
dba SABER

41357 DATE STREET
MURRIETA, CA 92562
Business Phone Number:(800) 922-2488

Entity Corporation
Issue Date 10/20/2003
Expire Date **10/31/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D06 - CONCRETE RELATED SERVICES
C-61 / D30 - PILE DRIVING/PRESSURE FOUNDATION JACKING
B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC1034186

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual FRANZ MARKUS FROEHLICH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/27/2016

BQI's Bond History

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: RWCC65182361

Effective Date: 04/01/2018

Expire Date: 04/01/2019

Workers' Compensation History

01/15/2016 - CONTRACTOR HIS LETTER SENT



Cliff Frazao, VP Operations
EagleLIFT, Inc.
3175-D Sedona Court
Ontario, CA 91764
(877) 752-2522 (909) 980-6181 fax
www.eaglelifting.com

March 12, 2019

Orange County Fire Authority
Attention: Purchasing Manager, Debbie Casper

RE: IFB: RO2342 – Fire Station No. 42 – Bid Specifications for Raising and Undersealing Concrete Slabs

Ms. Casper,

Although this contract has not been officially awarded, EagleLIFT, Inc. is writing you to inform you that should Zusser be awarded this project as low bidder, we will respectfully protest this bid. We ask that the OCFA examine these two requirements in the bid specification when considering an award to the lowest responsible bidder as their listed subcontractor (Saber) does not meet the requirements:

- 1) Contractor: Contractor must hold a valid General 'A' Engineering Contractors License
- 2) Contractor: Contractor must have an on staff Professional Engineer (PE) with a minimum 5 years grouting experience

Both of these requirements can be found on sheet 6 or 9 of the approved plans:

**BID SPECIFICATIONS FOR RAISING AND
UNDERSEALING CONCRETE SLABS**

CONTRACTOR: CONTRACTOR MUST HOLD A VALID GENERAL 'A' ENGINEERING CONTRACTORS LICENSE.

CONTRACTOR: CONTRACTOR MUST HAVE AN ON STAFF PROFESSIONAL ENGINEER (PE) WITH A MINIMUM 5 YEARS GROUTING DESIGN AND EXPERIENCE.

At the present time, South Coast Piering dba Saber holds various licenses as does EagleLIFT, however they do not hold a valid General 'A' Engineering Contractors License which is listed as a requirement in the bid specifications. Below is a screen capture from the Saber's CSLB page taken on 3/12/19

(<https://www2.cslb.ca.gov/onlineservices/CheckLicense/LicenseDetail.aspx?LicNum=826234>)

- ▶ C-61 / D06 - CONCRETE RELATED SERVICES
- ▶ C-61 / D30 - PILE DRIVING/PRESSURE FOUNDATION JACKING
- ▶ B - GENERAL BUILDING CONTRACTOR
- ▶ C-61 / D12 - SYNTHETIC PRODUCTS

Furthermore the raising and undersealing specification states that the, "Contractor must have an on staff Professional Engineer (PE) with a minimum 5 years grouting experience." After reviewing Saber's "Meet the Team" webpage, it does not appear that they have a PE on staff which meets the experience requirement of the specification.

Both of these specifications are extremely important when performing this type of work as it can correlate to the experience of the Contractor performing the work and the eventual outcome of the work.

We respectfully request that the OCFA review these specifications as the apparent low bidder has listed a subcontractor that does not meet the specification requirements.

Thank you again for the time to review our comments. Please feel free to contact me with any questions.

Sincerely,



Cliff Frazao
Vice President, Operations
EagleLIFT, Inc.

cc: Don Moody – President - EagleLIFT, Inc.



ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Brian Fennessy Fire Chief

(714) 573-6000

www.ocfa.org

March 20, 2019

Via Electronic Mail

EagleLIFT, Inc.
Attn: Cliff Frazao, VP Operations
3175-D Sedona Court
Ontario, CA 91764
cfrazao@eaglelifting.com

**Re: Response to Protest of IFB RO2342 – Fire Station No. 42 Retaining Wall
Replacement and Foundation Remediation**

Dear Mr. Frazao:

This is in response to the protest letter received from EagleLIFT, Inc. regarding the pending award of a contract for Invitation for Bid (IFB) RO2342. It appears that basis for the submitted protest relates to concerns with the apparent low bidders subcontractor's qualifications.

Per OCFA Procurement Ordinance 8, Section 1-77, "Any actual interested party who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer." An "*Interested Party*" is defined as an actual or prospective bidder, respondent or Offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract...**An interested party does not include a supplier, subconsultant or subcontractor to an actual or prospective bidder, respondent or Offeror.**

While OCFA will not further consider the protest from EagleLIFT, Inc., I appreciate you taking the time to bring your concerns to my attention. Staff will use due diligence in reviewing the apparent low bid for responsiveness before submitting a recommendation for award of this construction contract to the Board of Directors.

Sincerely,

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

Cc: David Kendig, General Counsel
Patrick Bauer, Property Management Manager

**ORANGE COUNTY FIRE AUTHORITY
CONSTRUCTION CONTRACT**

Per Bid RO2342

THIS CONTRACT is made and entered into, to be effective, this ____ day of April 2019, by and between Zusser Company, Inc., hereinafter referred to as "Contractor," and the Orange County Fire Authority, hereinafter referred to as "Authority."

SECTION 1 - GENERAL CONDITIONS

Contractor certifies and agrees that all the terms, conditions, and obligations of the Contract Documents as defined therein, the location of the Project site, and the conditions under which the work is to be performed, have been thoroughly reviewed and enters into this Contract based upon Contractor's investigation of all such matters and is in no way relying upon any opinions or representations of Authority. It is agreed that this Contract and the attached exhibits (collectively "Contract Documents") represent the entire agreement. It is further agreed that the Contract Documents including the General Conditions, Scope of Work, Notice Inviting Bids, Special Instructions to Bidders, if any, Contractor's Bid, and any revision, amendment, or addenda thereto, shall be deemed a part of such Contract Documents, and the Contractor and its subcontractors, if any, will be and are bound by any and all of the Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract. Contractor further certifies and agrees that the work described in the Contract Documents will be performed, installed, constructed, and completed in a professional and expert manner and that all such work will be completed on time and within budget.

SECTION 2 - MATERIALS AND LABOR

Contractor shall furnish, under the conditions expressed in the Contract Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the Authority, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, Authority may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, Authority may settle them directly and deduct the amount of payments from the Contract price and any amounts due to Contractor. In the event Authority receives a stop notice from any laborer or material supplier alleging nonpayment by Contractor, Authority shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

Prior to each payment Contractor shall submit a "Conditional Release of Lien upon Progress Payment" with the first, and thereafter each, progress payment application in the amount of the application for payment specifying the period of time for which the Conditional Release applies.

For each subsequent payment period, if payment has been received by Contractor for the previous application, Contractor shall submit an "Unconditional Waiver and Release Upon Progress Payment" for the labor and materials associated with the progress billing satisfied with the prior payment.

The new progress billing is then submitted with a new "Conditional Release of Lien" in the amount of the application for the next specified period of time.

When all project labor and materials have been paid in full, Contractor shall submit an "Unconditional Waiver and Release Upon Final Payment".

Final Payment shall not become due until Contractor submits to Authority's Project Manager: (1) an Unconditional and Final Release of Liens containing an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work and materials for which Authority or Authority's property might in any way be responsible, have been paid or otherwise satisfied, and signed by all subcontractors and suppliers; (2) the consent of the surety to Final Payment; and (3) if reasonably required by the Authority's Project Manager, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in

such form as may be designated by the Authority's Project Manager. Authority's Project Manager may require affidavits or certificates of payment and/or releases from any Subcontractor, laborer, or material supplier.

If any Subcontractor or material supplier refuses to sign the Final Release of Liens or to furnish a release or waiver required by Authority's Project Manager, Contractor may satisfy its obligation with respect to such Subcontractor or material supplier by furnishing a cash bond, assignment of a certificate of deposit, or other liquid security satisfactory to Authority's Project Manager to indemnify Authority against any lien and against the costs and reasonable attorney fees in discharging such lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Authority all monies that the Authority pays in discharging such lien, including all costs and reasonable attorneys' fees, or Authority in its sole discretion may proceed to make a demand against the surety for all such costs and attorney fees. In the event Authority makes demand for payment against the surety, Contractor shall be responsible to reimburse Authority upon demand for any costs and reasonable attorney fees not paid by the surety.

SECTION 3 - CONTRACT PRICE AND METHOD OF PAYMENT

Authority agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of eight hundred fifty-seven thousand, two hundred dollars (\$857,200.00) as shown on Exhibit A.

Within thirty (30) days from the commencement of work, there shall be paid to the Contractor a sum equal to ninety-five percent (95%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of the Authority, since the commencement of the work as determined by the Authority. Thereafter, on a schedule issued by the Authority at the commencement of the job which shows a minimum of one payment made to the Contractor per month for each successive month as the work progresses and the request for payment due dates from the Contractor to meet the payment schedule, the Contractor shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed since the commencement of work as determined by the Authority, less all previous payments, provided that the Contractor submits the request for payment prior to the end of the day required to meet the payment schedule. The Authority will retain five percent (5%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the Authority's Project Manager, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the certificate is due under the terms of the Contract. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

SECTION 4 – TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to commence the Project within 15 calendar days from the date of execution of this Agreement and shall diligently prosecute the work to completion as provided for in the Contract Documents, excluding delays caused or authorized by the Authority as set forth in Contract Documents.

Time is of the essence of this Contract. As required by the Contract Documents, Contractor shall prepare and obtain approval of all shop drawings, details, and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction schedule. Contractor shall coordinate the work covered by this Contract with that of all other Contractors, subcontractors and of the Authority, if any, in a manner that will facilitate the efficient completion of the entire work in accordance with the Contract Documents. Authority shall have the right to assert complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Contractor on the premises.

SECTION 5 – LIQUIDATED DAMAGES FOR DELAY

The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4 plus any allowance made for delays or extensions authorized under the Contract Documents, the Authority will sustain damage which would be extremely difficult and impracticable to ascertain. The parties therefore agree that Contractor will pay to Authority the sum of Five Hundred Dollars (\$500.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the Project is so delayed. Contractor agrees to pay such liquidated damages and further agrees that Authority may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Contract.

SECTION 6 – COMPLETION

Within 10 days after the Contract completion date of the Project, Contractor shall file with the Project Manager its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. The Project Manager may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

Upon receipt of Contractor's affidavit, the Project Manager shall prepare appropriate documentation setting forth the particular details of the completed Project, including but not limited to, description and amount of all change orders, the final amounts of the Contract, as amended, the time and dates of the total agreement and the identification of any unresolved claims or disputes. If necessary, Project Manager shall submit the Project and the agreements to the Board of Directors for acceptance of the job as complete.

SECTION 7 – SURETY BONDS

General Requirements

To the extent required under Civil Code section 9550, the Contractor shall furnish, prior to the signing the Agreement, and maintain thereafter, a payment bond in the amount of 100 percent of the Contract price including all applicable sales taxes. The bond shall be first approved by the office of the Counsel of the Authority. Such bonds shall be in substantially the form provided in the Contract Documents and issued by a surety authorized by the State Insurance Commissioner to do business in California, and have and maintain, throughout the life of the Project, at least an A- policyholder's rating, or better, and a financial rating of Class VII, or better, in accordance with the most current A.M. Best's Rating Guide.

Unacceptable Surety

If any surety upon any bond furnished in connection with the Contract Documents becomes unacceptable to the Authority, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Project Manager, the Contractor shall promptly furnish such additional security as may be required by the Project Manager or the Board of Directors from time to time to protect the interests of the Authority and of persons supplying labor materials in the prosecution of the work contemplated by this Contract.

SECTION 8 – INSURANCE

Contractor is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against Authority, its officers, agents, and employees and shall issue an endorsement certificate to the policy evidencing same.

Contractor shall at all times carry, on all operations hereunder, bodily injury, personal injury, including death and property damage liability insurance, including automotive operations, bodily injury and property

damage coverage; and builders' all risk insurance. All insurance coverage shall be in amounts specified by Authority in the Insurance Requirements and shall be evidenced by the issuance of a certificate in a form prescribed by the Authority and shall be underwritten by insurance companies satisfactory to Authority for all operations, subcontract work, contractual obligations, product or completed operations, all owned, hired, and non-owned vehicles. Said insurance coverage obtained by the Contractor, excepting workers' compensation coverage, shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the Authority to add the following provisions to the insurance policies: (1) the policy or policies shall name the Authority, its Directors, Officers, Officials, Agents, Employees, Project Manager, Volunteers and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the Authority, as additional insured on said policies; and (2) each policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its Directors, Officers, Officials, Agents, Employees, Project Manager, Volunteers or Consultants, shall not contribute with the primary insurance.

Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverage and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days written notice to Authority.

Contractor shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed and accepted by Authority. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of Authority by Contractor under this Contract. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better: However, Authority will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation subject to Authority's option to require a change in insurer in the event the State Fund financial rating is decreased below "B".

Workers' Compensation	Minimum of \$1,000,000 - In Accordance with the Workers' Compensation Act of the State of California.
General Liability, including operations, products and completed operations	\$5,000,000, per occurrence for bodily injury, personal injury and property damage/\$5,000,000 aggregate. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. For those businesses that are self-insured, a written declaration by the principal of the business should be provided.
Automobile Liability, including owned, hired, and non-owned vehicles	\$1,000,000 combined single limit per occurrence; \$1,000,000 uninsured motorist.
Builder's Risk	All Risk Basis; Completed value of the project without co-insurance penalty provided.

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Service Office (ISO) Business Auto Coverage (Form CA 0001) covering any auto.

Authority or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. Contractor shall pay the premiums on the insurance hereinabove required.

Contractor shall either: (1) include all subcontractors engaged in any work relating to this Contract as additional named insureds under the Contractor's insurance policies, or (2) Contractor shall be responsible for causing its subcontractors to procure, maintain and submit evidence to Authority of insurance of the same types, in the same amounts, and in compliance with the terms of the insurance requirements set forth in this section, including submittal of all required endorsements. All insurance policies provided by Contractor's subcontractors performing any work related to this Contract shall be endorsed to name the Authority, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subcontractor to commence any work relating to this Contract unless and until it has provided evidence satisfactory to Authority that the subcontractor has secured all insurance required under this section. Payment under this Contract for services performed by subcontractors may be withheld by Authority until evidence satisfactory to Authority is provided that the subcontractor has secured all the required insurance is provided to Authority.

SECTION 9 – RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of Contractor alone. Contractor agrees to save, indemnify and keep Authority, its Directors, Officers, Agents, Employees, Project Manager, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, except that the indemnity obligation of Contractor shall be reduced by an amount proportional to the active negligence of the Authority, if any, and will make good to and reimburse Authority for any expenditures, including reasonable attorneys' fees Authority may incur by reason of such matters, and if requested by Authority, will defend any such suits at the sole cost and expense of Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to Authority after receiving written notice of the legal action and a tender and demand for defense, Authority shall have the right to select counsel of its own choice to represent all the interests of the Authority. Contractor agrees that the amount of legal costs and expenses, including attorneys' fees, may be withheld by Authority from any Contract amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of said fees and costs.

SECTION 10 – CONTRACT DOCUMENTS

For the purposes of this Agreement the "Contract Documents are the items listed below. The Contract Documents are hereby incorporated into this Agreement and made a part thereof by this reference.

- 1) OCFA Invitation for Bid 2342
- 2) Orange County Fire Authority General Conditions
- 3) Contractor Bid responding to Bid RO2360 of (Date February 27, 2019)
- 4) Contractor Bid Bond dated January 30, 2019
- 5) Contractor Performance Bond
- 6) Contractor Labor and Materials Payment Bond
- 7) Designation of Subcontractors
- 8) Non-Collusion Affidavit
- 9) Site Visit Certification dated January 30, 2019
- 10) Contractor Certification of Worker's Compensation
- 11) Contractor Certification of Non-Discrimination by Contractors
- 12) Contractor Debarment and Suspension Certification

- 13) Designator of Sureties
- 14) Prevailing Wage Certification
- 15) Addenda to Bid RO2342, Number 1, Number 2, and Number 3
- 16) Supplemental Agreements amending or extending the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner

SECTION 11 – MISCELLANEOUS PROVISIONS

Compliance with Labor Code and Public Contract Code. Authority is subject to the provisions of law relating to prevailing wages, labor law generally, and public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein, and will be complied with by the Contractor.

No contractor or subcontractor may be listed on a proposal for a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded or perform a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall not pay less than the prevailing wage. It shall be the responsibility of the Contractor to obtain the prevailing wage rates from the Director of Industrial Relations directly.

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

Assignment. Contractor shall neither delegate its duties or obligations, nor assign its rights with respect to this Contract, either in whole or in part. Any such attempted delegation and/or assignment shall be void and deemed void at such occurrence, if it were to occur.

Computation of Time. When any period of time is referred to in these Contract Documents by days, it shall be computed to exclude the first and include the last day of the period, provided, however, that if the last day of the period falls on a Saturday, Sunday, or legal holiday, that day shall be omitted from the computation.

Interest. Any monies not paid when due to either party under this Contract shall bear interest at the rate of ten (10%) percent per annum, commencing on the forty-sixth (46th) day after demand for payment thereof after such monies are lawfully due and payable, except as otherwise provided in these Contract Documents.

Remedies Cumulative. No remedy herein reserved to Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in the Contract as now or hereafter existing or at law, equity, or by statute.

Non-waiver. The failure of the Authority to notify the Contractor of any default under this Contract shall not be deemed to be a waiver by Authority of any continuing default by Contractor of any term, covenant, or condition set forth in this Contract, nor of the Authority's right to declare a default for any such continuing breach, and the failure of Authority to insist upon strict performance of any of the terms, covenants, or conditions of the Contract, or to exercise any option in the Contract in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect.

Severability. In case any one or more provisions set forth in the Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract, and this Contract shall be construed as if such invalid, illegal, or

unenforceable provision had never been incorporated therein so long as the deletion of such provision does not, in the Authority's judgment, materially alter this Contract.

No Third Party Beneficiaries. This Contract is not intended and shall not be deemed or construed, to confer any rights, powers, or privileges on any person, firm, partnership, corporation, or other entity not a party to this Contract except as may be expressly provided in the Contract to the contrary.

Oral Agreements. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Contract, and none of the provisions of the Contract shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or Modification in writing and executed in the manner required in this Contract by authorized officers or representatives of the Parties. No evidence shall be introduced in any proceeding of any other waiver or modification.

Counterparts. This Contract may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.

Governing Law. The Contract, including the Contract Documents, shall be governed by the laws of the State of California.

Services Prior to Execution. Notwithstanding the fact that this Contract is executed as of the date first set forth above, the Parties recognize that a portion of the Work required under the Contract may have been performed prior to such date, all of which Work shall be governed by the terms and conditions of this Contract and shall be deemed to be a part of the Work. Without limiting the foregoing, all of Contractor's liabilities and obligations to Authority shall apply to all Work and services provided by the Contractor for the Work prior hereto, notwithstanding the fact that the Work may have been performed prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings, or otherwise.

Survival of Rights. Any indemnity, warranty, guarantee given by the Contractor to the Authority under this Contract shall survive the expiration or termination of this Contract and shall be binding upon Contractor until any action under this Contract is barred by the applicable statute of limitations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement as of the date first hereinabove written.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

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

APPROVED AS TO FORM.

By: _____

David E. Kendig
DAVID E. KENDIG
GENERAL COUNSEL

Date: _____

4/17/19

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

"CONTRACTOR "

ZUSSER COMPANY, INC.

Date: _____

4/1/19

By: _____

Misha Fyodorov
Misha Fyodorov, Secretary

Date: _____

4/1/19

By: _____

Larisa Sass
Larisa Sass, President





Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2019

Agenda Item No. 3E
Consent Calendar

New Sublease Agreement for Fire Station 11 (Emerald Bay)

Contact(s) for Further Information

Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714.573.6801
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Mike Contreras, Division Chief Division 5	mikecontreras@ocfa.org	949.389.0055
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Summary

This item is submitted for approval of a new sublease with the Emerald Bay Service District for Fire Station 11 (Emerald Bay).

Prior Board/Committee Action

Previous lease was approved by the Executive Committee at its March 28, 2013, meeting.

RECOMMENDED ACTIONS:

Approve and authorize the Fire Chief to execute the proposed Sublease Agreement with the Emerald Bay Services District for Fire Station 11.

Impact to Cities/County

Approval will allow the ability to continue providing service to Emerald Bay from the existing facility.

Fiscal Impact

No additional costs.

Background

Upon the formation of the OCFA, the County of Orange transferred its leasehold interest in Fire Station 11 to the OCFA. Attempts to extend or renew the original fifty-year term land lease for Fire Station 11 were placed on hold in FY 2002/03 after staff and the Emerald Bay Community Association (EBCA) were unable to come to an agreement on service levels contained in the proposed property lease document.

The lease continued on a month-to-month basis as discussions with the EBCA resumed. During negotiations, the EBCA terminated the original lease with the OCFA and, in turn, leased the facility to the Emerald Bay Service District (EBSD). As a result, staff negotiated a sublease with the EBSD in order to continue the provision of emergency services to Emerald Bay.

The sublease was reviewed and approved by the OCFA's General Counsel, approved by the EBSD Board of Directors on February 9, 2013, and approved by the OCFA's Executive Committee on March 28, 2013. This sublease allowed the OCFA to continue to provide fire protection, suppression, and medical aid services to the community. The sublease's initial term was for five years with the option of ten five-year extensions. The proposed sublease extends the contract an additional five years.

Attachment(s)

Proposed Sublease Agreement

SUBLEASE AGREEMENT FOR FIRE STATION NO. 11 PROPERTY

THIS Sublease Agreement for Fire Station No. 11 Property (the "Sublease") is made and entered into this 25th day of April, 2019 (the "Effective Date"), by and between the EMERALD BAY SERVICE DISTRICT, a California community services district organized and existing under the laws of the State of California (the "EBSD"), the EMERALD BAY COMMUNITY ASSOCIATION, a non-profit cooperative corporation organized and existing under the laws of the State of California (the "EBCA"), and the ORANGE COUNTY FIRE AUTHORITY, a joint powers authority organized and existing by virtue of Government Code §§ 6500 *et seq.* (the "OCFA"). EBSD, EBCA, and OCFA are sometimes referenced herein individually as "Party" and referenced herein jointly as the "Parties."

RECITALS

A. EBCA is the owner of that certain real property, including the building and related improvements located thereon (which building and related improvements are commonly referred to herein as "Fire Station No. 11" or the "Fire Station"), for which the common street address is 259 Emerald Bay, located entirely within the unincorporated community of Emerald Bay, County of Orange, State of California (the "Property"). The Property is more particularly described in Exhibit A and generally depicted in Exhibit B attached hereto and incorporated herein by reference.

B. EBCA and OCFA, as successor to the County of Orange regarding the title and interest in the County Fire Stations, were previously parties to that certain "Fire Station Lease," dated April 5, 1952, for lease of the Property (the "Prior Lease"). The Prior Lease has terminated and is of no further force and effect, and OCFA currently occupies the Property pursuant to the 2013 sublease.

C. OCFA desires to continue to occupy the Property to operate and maintain a Fire Station. To accommodate the existing and future needs of EBCA and EBSD for fire protection, suppression, and medical services to the community, EBCA desires to lease the Property to EBSD and EBSD desires to sublease the Property to OCFA to operate and maintain a Fire Station. OCFA is willing to sublease the Property from EBSD pursuant and subject to the terms of this Sublease.

D. Accordingly, the Parties mutually desire to enter into this new sublease agreement for the Property, which will supersede any and all previous leases, agreements, or understandings between the Parties pertaining directly to the Parties' use and occupancy of the Property, including the Prior Lease, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the Parties' performance of the promises, conditions, and covenants stated herein, the Parties hereto agree as follows:

AGREEMENT

1. LEASE AND SUBLEASE OF PROPERTY AND TERMINATION OF PREVIOUS LEASES AND AGREEMENTS

1.1 EBCA AND EBSD each represent and warrant that, concurrent with the Effective Date of this Sublease, EBCA has granted a leasehold interest in the Property to EBSD pursuant to a written lease agreement between EBCA and EBSD (the "Lease"), pursuant to which EBSD is authorized to sublease the Property to OCFA. The terms of the Lease are expressly not incorporated into this Sublease, and EBCA and EBSD each agree that, if and to the extent any terms or provisions of this Sublease are inconsistent with the terms and provisions of the Lease, the terms and provisions of this Sublease shall govern the relationship of the Parties and, if and to the extent necessary to give legal effect to the terms and provisions of this Sublease, shall operate as an amendment to the Lease.

1.2 EBSD hereby subleases to OCFA and OCFA hereby subleases from EBSD the Property for the term and upon the terms and conditions as set forth herein.

1.3 For the term of this Sublease, EBCA and EBSD further grant OCFA and its authorized officers, agents, employees, volunteers, and invitees an irrevocable non-exclusive right to the use for ingress and egress at any time of any private street and/or other property owned or controlled by EBCA and/or EBSD, which is necessary to access the Property. Nothing herein limits the rights of the OCFA arising under to its authority under Federal, state, or local law during fires or other emergencies.

1.4 It is mutually agreed that this Sublease shall terminate and supersede any prior leases or agreements between the parties hereto governing the use and occupancy of all or any portion of the Property, including but not limited to the Prior Lease.

2. PERMITTED USES OF THE PROPERTY

2.1 Subject to Section 4, below, the Property shall be used exclusively by OCFA, its officers, agents, employees, and volunteers to operate and maintain a fire station; to provide fire protection and suppression and medical aid services in the Emerald Bay community and surrounding geographic areas, and for related activities, and for no other purposes. OCFA shall use the Property consistent with all applicable federal, state, or local laws, ordinances, and regulations.

2.2 EBSD'S authorized representative shall have the right at all reasonable times to inspect the Property to determine if the provisions of this Sublease are being met by OCFA.

2.3 EBSD warrants that, subject to the terms, covenants, and conditions of the Sublease, OCFA may, upon observing and complying with all terms, covenants, and conditions of this Sublease, exclusively, peaceably, and quietly occupy the Property for the entire term of the Sublease.

3. TERM AND TERMINATION OF SUBLEASE

3.1 Subject to Sections 3.2 and 3.3, below, the term of this Sublease shall be five (5) years, commencing at 12:01 am. on the Effective Date. Lease shall thereafter be renewable for 10 five year terms (for a total possible duration of fifty-five (55) years), to be exercised by OCFA, in its sole discretion, by delivery of written notice to EBSD on or before 180 days prior to the end of the lease term.

3.2 If, at least sixty (60) days prior to the end of each five (5) year term provided for in Section 3.1, OCFA has not given EBSD written notice of its desire that the term of this Sublease end at the expiration of said term, then upon the expiration of said term this Sublease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least sixty (60) days prior to the end of any such annual term.

3.3 Notwithstanding Sections 3.1 and 3.2, above, either Party, at its sole and absolute discretion, shall have the right to terminate this Sublease at any time, without cause, by providing the other Party with one year's (365 calendar days) advance written notice of its intent to terminate the Sublease and the termination date therefore. Upon either party giving the required written notice of termination, both parties agree that OCFA may continue to occupy and utilize the Property until midnight of the date of the termination of the Sublease. At 12:01 a.m. on the day after termination of

the Sublease, or such other date and time as the parties may agree in writing, OCFA shall surrender possession of the Property and Building to EBSD.

3.4 Notwithstanding Sections 3.1, 3.2, and 3.3, above, EBSD shall have the right to terminate this Sublease immediately upon written notice if OCFA abandons and ceases all operations from the Property.

3.5 In the event the Lease between EBCA and EBSD terminates prior to the date this Sublease would otherwise terminate in accordance with Sections 3.1 through 3.4, above, this Sublease shall **not** automatically terminate; rather, for the remainder of the term of the Sublease, (i) OCFA shall continue to have the right to occupy the Property pursuant to the terms of this Sublease, (ii) EBCA shall automatically succeed to all rights and obligations of EBSD under this Sublease, and (iii) this Sublease shall be deemed a lease between OCFA and EBCA. EBSD and EBCA shall provide OCFA with written notice prior to the termination of the Lease between EBSD and EBCA.

3.6 Upon expiration or termination of the Sublease, OCFA shall surrender the Property, including fixtures to EBSD.

4. USE OF PORTION OF FIRE STATION BY EBSD OR EBCA

4.1 Subject to the provisions of this Section 4, OCFA grants to EBSD and to EBCA a non-transferable, non-exclusive right and license to use the Fire Station patio ("Patio") and upper room area ("Community Room") for EBSD and/or EBCA meetings, functions and events, provided such use does not unreasonably interfere with OCFA's authorized use of the Property and/or operation of the Fire Station for emergency response functions.

4.2 EBSD and EBCA each warrants and represents that it shall not discriminate against any person for employment because of race, religion, color, national origin; ancestry, sex, physical condition, or age in conjunction with its use of the Fire Station facilities.

4.3 EBSD shall maintain the schedule for use of the Fire Station Patio and Community Room for all functions. OCFA shall have access to the schedule at all times and notify EBSD in advance when OCFA needs use of the Patio and/or Community Room. EBSD's and EBCA's use of the Patio and/or Community Room shall be subject to reasonable limitations imposed by OCFA necessary to prevent or mitigate potential conflicts with OCFA's use of the Property or Fire Station.

4.4 EBSD shall ensure that the portions of the Property and Fire Station facility used are cleaned up, and all trash removed, following any EBSD or EBCA meeting, function, or event, and left in substantially the same condition as it was prior to the meeting, function, or event.

4.5 EBSD assumes all legal and financial liability for any damage caused to the Property, Fire Station facility, or other OCFA property and/or any Claims (as defined in Section 11 below) arising out of or in connection with EBSD's or EBCA's use of the Fire Station facility for meetings, functions, or events, and EBSD shall indemnify, defend, and hold OCFA harmless from all such Claims in accordance with Section 11, below.

4.6 EBSD Liability Insurance. Prior to the Effective Date, and at no cost to OCFA, EBSD and/or EBCA shall procure, and maintain in full force and effect for the entire term of this Sublease, comprehensive general liability insurance against claims for injuries to persons or damages to property arising out of either EBSD's or EBCA's use of the Property and/or Fire Station facilities in a form and amount acceptable to OCFA. Such liability insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal

injury, or property damage; shall be provided by an insurance company and having a minimum A.M. Best's Guide Rating of A, Class VII or better; shall be primary insurance as respects OCFA; shall be endorsed to name OCFA, its board members, officers, officials, agents, employees, and volunteers as additional insureds; and shall be endorsed to provide that should the same be amended or cancelled before the expiration date, ten-days' notice will be delivered to OCFA in accordance with the policy provisions. If alcohol is to be served at any EBSD or EBCA meetings, functions, or events, the policy(ies) shall include coverage for host liquor liability. Prior to the Effective Date, and at no cost to OCFA, EBSD and/or EBCA shall also procure, and maintain in full force and effect for the entire term of this Sublease, umbrella liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000). Upon the Effective Date and upon each anniversary of the Effective Date, EBSD and/or EBCA, as applicable, shall provide to OCFA a certificate of insurance and any applicable endorsements evidencing that the required insurance coverage is in place.

4.7 EBSD Workers' Compensation Insurance. EBSD and EBCA each shall procure, and maintain in full force and effect for the entire portion of the term of this Sublease during which it has employees, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Said insurance shall be provided by an authorized insurance company admitted in the State of California and having a minimum A.M. Best's Guide Rating of A, Class VII or better, except that workers' compensation insurance from the State Compensation Fund is acceptable. A waiver of subrogation by each of EBSD and EBCA and their worker's compensation insurers must be submitted annually along with the Certificate of Insurance for the Workers' Compensation Insurance.

5. RENT

In consideration of the public safety benefits OCFA will provide in the area owned and/or governed by EBSD and/or EBCA, and for the promises; covenants and conditions contained herein, no rent shall be required for this leasehold.

6. REPAIR, MAINTENANCE & CUSTODIAL SERVICES

6.1 Except as otherwise expressly provided herein, OCFA shall, at its sole cost and expense, maintain the Property and all improvements constructed thereon in good condition and repair and in a safe, clean, wholesome, sanitary condition and in compliance with all applicable laws.

6.2 Notwithstanding Section 6.1, EBSD agrees that it shall be responsible for the following maintenance items on or around the Property: (i) maintenance of all grass, trees, and landscaped areas, with the exception the planter adjacent to the patio; (ii) maintenance of the Community Room, excluding the kitchen area; (iii) fifty percent (50%) of the cost of maintenance for the second story bathrooms immediately adjacent to the existing Fire Station building and the planter on the Fire Station patio; (iv) periodic cleaning (including leaf blowing) of the parking lot, sidewalk, and other areas of the Property outside of the Fire Station; and (v) any and all cleaning, repair, and maintenance of the Fire Station and Property necessitated by EBSD's or EBCA's use of the Fire Station and/or Property for meetings, functions, or events. EBSD shall coordinate with OCFA its entry on the Property to perform these maintenance obligations, including its entry on the Property to plant, replant, or take care of trees, shrubbery, flowers, or grass. Under no circumstances may such activities interfere with OCFA's operation of the Fire Station and/or emergency response functions.

7. ALTERATIONS AND IMPROVEMENTS

7.1 OCFA, at its sole cost and expense, may make alterations to the existing improvements and/or construct new or additional improvements on the Property with the prior written consent of

EBSD and EBCA, which consent shall not be unreasonably withheld. Subject to appropriation of funds by the OCFA Board of Directors, and at its reasonable discretion, OCFA, at its sole cost and expense, agrees to make those improvements and repairs identified on Exhibit C, within a reasonable period of time from the Effective Date, and EBSD agrees to reimburse OCFA for a proportional share of the expenses incurred by OCFA in making such improvements, as described in Exhibit C, if it elects to terminate this Sublease pursuant to Section 3.3 during the initial five (5) year term of this Sublease. Prior to making future additional capital improvements on or to the Property not identified in Exhibit C during the term of this Sublease, the Parties shall mutually agree in writing regarding the amount, if any, EBSD shall pay to OCFA as compensation in the event the then current Sublease term or renewal term is terminated or not renewed.

7.2 Ownership of Improvements. During the term of this Sublease and any renewal thereof, OCFA shall own improvements on the Property. Upon expiration or earlier termination of this Sublease, the improvements and fixtures located in or upon the Property and affixed thereto shall become the property of EBCA.

8. LIENS

OCFA shall not cause liens of any kind to be filed or placed against the Property, including without limitation, mechanics liens, liens for materials, wages, labor or services. If any liens are filed, and such liens are the result of any act, directive or action of OCFA, its agents or employees, OCFA shall upon receipt of written notice from EBSD, at OCFA's sole cost and expense, take whatever action(s) necessary to cause such lien to be satisfied and discharged or to cause any such lien to be removed of record.

9. UTILITIES

Except as otherwise expressly provided herein, OCFA shall be responsible for and pay all charges for all utilities supplied to the Property, including, but not limited to, electricity, gas, sewage, garbage pick-up, and mechanical equipment service and/or maintenance charges. Such charges for utility service shall be determined by a separate meter installed upon, or billing sent to the Property and at the sole cost and expense of OCFA. The EBSD agrees to furnish water, without charge to OCFA, for the use and purposes of the fire station and OCFA, including water for the proper upkeep and maintenance of the grounds.

10. OCFA INSURANCE

10.1 OCFA Liability Insurance. Prior to the Effective Date, and at no cost to EBSD or EBCA, OCFA shall procure, and maintain in full force and effect for the entire term of this Sublease, comprehensive general liability insurance against claims for injuries to persons or damages to property occurring in or about the Property and/or Building, including, but not limited to, coverage against fire, vandalism, malicious mischief, and similar risks on the Property or in the Building and coverage against claims arising out of OCFA's use, occupancy, or maintenance of the Property and/or Building, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, or property damage, which insurance shall be provided by an insurance company having a minimum A.M. Best's Rating of A, Class VII or better, shall be primary insurance as respects EBSD and EBCA, shall name EBSD, EBCA, their board members, officers, officials, agents, employees and volunteers as additional insureds, and shall be endorsed to provide that should the same be amended or cancelled before the expiration date, notice will be delivered to EBSD and EBCA in accordance with the policy provisions. Prior to the Effective Date, and at no cost to EBSD or EBCA, OCFA shall also procure, and maintain in full force and effect for the entire

term of this Sublease, umbrella liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000).

10.2 Certificates of Insurance. Upon the Effective Date of Sublease and each anniversary of the Effective Date, OCFA shall provide to EBSD a certificate of insurance evidencing that the required insurance coverage is in place.

11. INDEMNIFICATION

11.1 Notwithstanding the limits of any insurance, OCFA shall defend, indemnify, save, and hold harmless EBSD, its officers, agents, employees, and volunteers, from and against any and all claims, demands, losses, or liabilities of any kind or nature, and all expenses and costs relating thereto (including reasonable attorneys' fees) (collectively "Claims"), which EBSD, its officers, agents, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the acts or omissions of OCFA, its officers, agents, employees, volunteers, subtenants, invitees, or licensees, in connection with OCFA'S occupancy, maintenance, and/or use of the Property or improvements thereon. OCFA shall have no duty to defend nor indemnify against Claims against which OCFA is otherwise immune under Federal, State or local law, such rights of immunity being hereby reserved.

11.2 Notwithstanding the limits of any insurance, EBSD shall defend, indemnify, save, and hold harmless OCFA, its officers, agents, employees, and volunteers, from and against any and all Claims, which OCFA, its officers, agents, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the acts or omissions of EBSD, its officers, agents, employees, volunteers, contractors, subcontractors, subtenants, invitees, or licensees, in connection with EBSD's occupancy, maintenance, and/or use of the Property or improvements thereon. EBSD shall have no duty to defend nor indemnify against Claims against which EBSD is otherwise immune under Federal, State or local law, such rights of immunity being hereby reserved.

12. TAXES & ASSESSMENTS

All taxes and assessments, if any, which become due and payable upon and which are directly attributable to the OCFA's fire facilities constructed upon the Property shall be the full responsibility of EBSD, and EBSD shall cause said taxes and assessments, if any, to be paid prior to the due date. EBSD shall pay all real property taxes and all other taxes, fees, and assessments, if any, attributable to the Property and this Sublease.

13. ASSIGNMENT & SUBLEASE

13.1 OCFA shall not assign this Sublease or sublet the Property or any part thereof without the prior written consent of EBSD. OCFA and EBSD agree that OCFA shall not assign this Sublease or sublet the Property or Building, or any part thereof, for any non-governmental or commercial or retail use under any circumstances.

13.2 In the event OCFA desires to assign this Sublease, or sublet the Property, the Building or any part thereof, OCFA shall deliver all documents relating to such assignment or sublease to EBSD and EBSD shall respond in writing within sixty (60) calendar days after receipt of all documents relating to such assignment or sublease that it consents or does not consent to such assignment or sublease on the same terms as those proposed.

13.3 In the event EBSD consents to any proposed assignment contemplated hereunder, OCFA shall have no further liability under this Sublease from and after the effective date of such assignment.

13.4 Neither EBCA nor EBSD shall lease or sublease any part of the Fire Station to any other party.

14. ESTOPPEL CERTIFICATE

OCFA agrees that it shall furnish from time to time upon receipt of a written request from EBSD or the holder of any deed of trust or mortgage covering the Property or any interest of EBSD therein, OCFA's standard form Estoppel Certificate containing information as to the current status of the Sublease.

15: TOXIC & HAZARDOUS MATERIALS

OCFA hereby warrants and represents that OCFA will comply with all laws and regulations relating to its storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "Toxic Materials"). OCFA shall be responsible for and shall defend, indemnify and hold EBSD, EBCA, their Governing Bodies, Commissions, officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Property by OCFA. If the storage, use, release and disposal of Toxic Materials on the Property by OCFA results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, OCFA shall promptly take any and all action necessary to clean up such contamination. EBSD shall be responsible for and shall defend, indemnify and hold OCFA, and its Board of Directors, officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, release and disposal of Toxic Materials on the Property by EBSD or EBCA at any time.

16. DEFAULTS AND REMEDIES

16.1 EBSD shall be deemed to be in default under the terms of this Sublease if EBSD shall fail to perform or observe any material covenant, condition, or agreement to be performed by EBSD under this Sublease and EBSD has not commenced remedial action to cure such condition of default within thirty (30) days after written notice from OCFA to EBSD specifying the type and nature of each material breach.

16.2 Likewise, OCFA shall be deemed to be in default under the term of this Sublease if OCFA shall fail to perform or observe any material covenant, condition, or agreement to be performed by OCFA under this Sublease and OCFA has not commenced remedial action to cure such condition of default within thirty (30) days after written notice from EBSD to OCFA specifying the type and nature of each material breach.

16.3 In the event of material default by EBSD, OCFA shall notify EBSD of such default in writing. If EBSD has not commenced remedial action to cure such default within thirty (30) days after receipt of said written notice, and thereafter has not diligently pursued to completion such cure, OCFA may commence legal action against EBSD seeking strict performance of all covenants and conditions contained herein.

16.4 Likewise in the event of a material default by OCFA, EBSD shall notify OCFA of such default in writing. If OCFA has not commenced remedial action to cure such default within thirty (30) days after receipt of said written notice, and thereafter has not diligently pursued to completion such cure, EBSD may commence legal action against OCFA seeking strict performance of all covenants and conditions contained herein.

16.5 The remedies of EBSD and OCFA as herein provided are cumulative and in addition to and not exclusive of any other remedy of either party herein given or which may be permitted by law.

17. GENERAL CONDITIONS

17.1 If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this section shall excuse either party from the prompt payment of any charges required of them except as may be expressly provided elsewhere in this Sublease.

17.2 This Sublease sets forth the entire agreement between the Parties, and any modification must be in the form of a written amendment duly executed by all parties.

17.3 If any term, covenant, condition, or provision of this Sublease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

17.4 The failure of EBSD or OCFA to insist upon strict performance of any of the terms conditions, and covenants in this Sublease shall not be deemed a waiver of any right or remedy that EBSD or OCFA may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions and covenants herein contained.

17.5 Time is of the essence in the Parties performance of their respective obligations under this Sublease.

17.6 The validity, interpretation, and performance of this Sublease shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Sublease shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Sublease or who drafted that portion of the Sublease.

17.7 Except as expressly provided herein, this Sublease shall not be construed to establish rights in third parties, nor duties owed to third parties, who are not a party to the Sublease.

17.8 The various headings in this Sublease, the numbers thereof, and the organization of the Sublease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

18. AUTHORITY

18.1 EBSD and EBSD'S signatories represent that the signatories to this Sublease hold the positions set forth below their signatures and that the signatories are authorized to execute this Sublease on behalf of EBSD and to bind EBSD hereto.

18.2 OCFA and OCFA's signatories represent that the signatories to this Sublease hold the positions set forth below their signatures and that the signatories are authorized to execute this Sublease on behalf of OCFA and to bind OCFA here to.

19. NOTICES

All notices pursuant to this Sublease shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery via fax machine, or seventy-two (72) hours after deposit in the United States Mail, via first-class delivery.

TO EBSD

Emerald Bay Service District
600 Emerald Bay
Laguna Beach, California 92651
Attn:
Phone:
Fax:

TO OCFA

Orange. County Fire Authority
1 Fire Authority Road
Irvine, California 92602
Attn: Fire Chief
Phone: (714) 573-6010
Fax: (714) 368-8800

TO EBCA

Emerald Bay Service District
600 Emerald Bay
Laguna Beach, California 92651
Attn:
Phone:
Fax:

WITH A COPY TO:

Woodruff, Spradlin & Smart
555 Anton Boulevard
Suite 1200
Costa Mesa, CA 92626
Attn: OCFA General Counsel

WITH A COPY TO:

Stradling, et al

Attn:

20. ATTACHMENTS

This Sublease includes the following, which are attached hereto and made a part hereof.

EXHIBITS

- A. Property Legal Description
- B. Property Depiction
- C. Fire Station 11 Anticipated Improvements and Repairs

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first set forth above.

“OCFA”

Orange County Fire Authority, ,
a California Joint Powers Authority

“EBSD”

EMERALD BAY SERVICE DISTRICT, a
California Community Services District

By: _____
Brian Fennessy, Fire Chief

By: _____
President

By: _____
Secretary

By: _____
Secretary

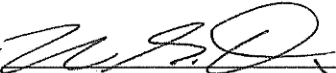
ATTEST:

ATTEST:

Clerk of the Authority

Clerk of the Board

Approved as to form:

By:  for _____
David Kendig, General Counsel

"EBCA"

EMERALD BAY COMMUNITY ASSOCIATION,
A Non-profit Cooperative Corporation

By: _____
President

By: _____
Secretary

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

A portion of that certain real property situated within a parcel of land in the County of Orange, State of California, as described in deed from William T. Craig and L. Etta Craig, his wife, to Title Insurance and Trust Company, recorded September 13th 1928 in Book 193, page 427 of Official Records of said Orange County, and being a part of Block 164 of Irvine's Subdivision as shown on a map recorded in Book 1, page 88 of Miscellaneous Maps, records of said Orange County, and more particularly described as follows, to-wit:

Beginning at the most Northerly corner of Lot 30 of Tract No. 977, Subdivision G of Emerald Bay, as per map thereof recorded in Book 31, pages 33, 34, and 35 of Miscellaneous Maps, records of said Orange County; thence, along the Northerly boundary line of said Lot 30, South 80° 32' 07" West, 95 feet; thence, leaving the boundary line of said Lot 30, North 7° 41' 27" East, 112.82 feet to the beginning of a curve, concave Southwesterly and having a radius of 125 feet, the center of which curve bears South 20° 56' 52" West; then Southwesterly along said curve, through a central angle of 59° 35' 15", a distance of 130 feet to the point of beginning.

A portion of Assessor Parcel Number 053-010-02

VICINITY MAP

The map illustrates the project location within the Laguna area. Key features include:

- PACIFIC OCEAN**: Located to the west of the project area.
- EMERALD BAY**: Located to the northwest of the project area.
- COAST HIGHWAY**: A major road running along the coast.
- PROJECT**: Indicated by a circular inset showing a detailed view of the project area, including Emerald Bay, Coast Highway, and the project site.
- LAGUNA**: Located to the east of the project area.
- LAGUNA CANYON ROAD**: A road running north-south through the Laguna area.
- PARK AVE**: A road running east-west through the Laguna area.
- LAGUNA HILLS**: Located to the northeast of the project area.
- BEACH**: Located to the southeast of the project area.
- SEABANDT DRIVE**: A road running east-west through the Laguna area.
- HIGHWAY 101**: A major road running north-south through the Laguna area.
- EMERALD BAY**: Located to the northwest of the project area.
- COAST HIGHWAY**: A major road running along the coast.
- PROJECT**: Indicated by a circular inset showing a detailed view of the project area, including Emerald Bay, Coast Highway, and the project site.

A north arrow is located in the upper right corner of the map.

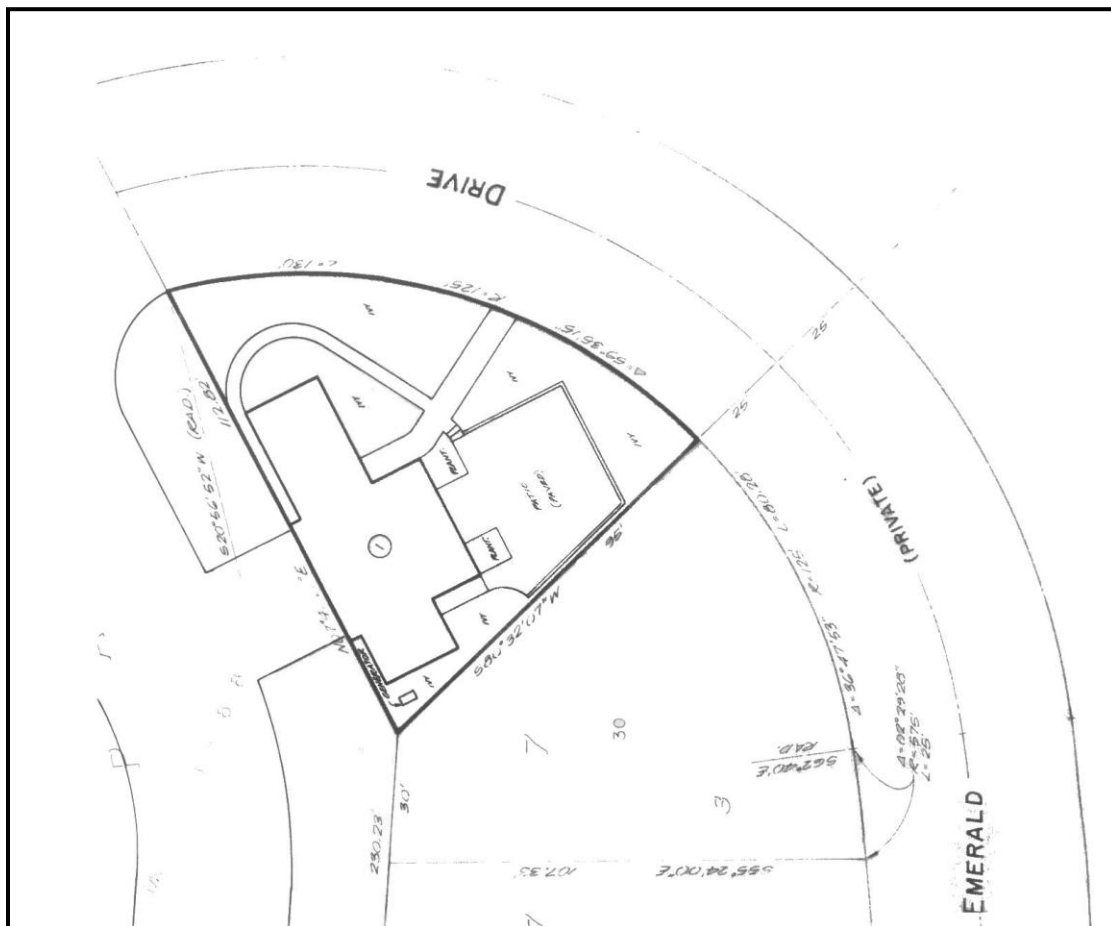


EXHIBIT C

FIRE STATION 11 ANTICIPATED IMPROVEMENTS AND REPAIRS

Proposed improvements for FS11

1. Re-roof the station
2. Paint the exterior of the station. Digital images will be provided to approve color choices.
3. Replacement of concrete walk way if possible. Emerald Bay will have an arborist to look at the impacted tree and to determine if root shaving or removal is an option.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
April 25, 2019

Agenda Item No. 5A
Discussion Calendar

Legislative Platform 2019-2020

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Jay Barkman, Legislative Analyst

jaybarkman@ocfa.org

714.573.6048

Summary

This item is submitted for approval and adoption of the OCFA Legislative Platform 2019-2020.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

1. Adopt the OCFA Legislative Platform 2019-2020 and direct staff to initiate procedures to implement the platform.
2. Approve recommended legislative positions.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The purpose of the OCFA Legislative Platform is to provide a framework for the advocacy efforts of the OCFA to be implemented by our lobbyists and OCFA staff. The attached 2019-2020 update for the new legislative cycle provides staff the ability to communicate OCFA positions or concerns on pending legislation. As legislation proceeds through the committee process bills will be identified for adoption of positions of support, opposition, or monitor.

The recommended positions included in the attachment are derived from past legislative history, anticipated legislation, and prior OCFA positions. During the course of the legislative year, our Legislative Analyst will identify and track bills impacting the OCFA. Our Legislative Analyst will work with OCFA Division/Battalion Chiefs, Section Managers, and subject matter experts to conduct an analysis for review with the Fire Chief and Executive Team. If it is determined that a recommended position on legislation, regulation, or budget proposal is warranted, it will proceed through the process described in the attached platform. Updates will be provided periodically to the Executive Committee on the status and positions advocated by the OCFA.

The following bills have been reviewed and recommended for the following positions:

AB 266 (Choi) Tax Credit Attic Vents

Staff Recommendation: Support

Status: Assembly Revenue and Taxation Committee

This bill is a re-introduction of a bill Assemblymember Choi (Irvine) carried in 2018 and that OCFA supported. The bill provides up to a \$500 tax credit for homeowners to install attic vent closures that prevent embers from wildfires entering the structure.

AB 720 (Muratsuchi) Community College Fire Training

Staff Recommendation: Support

Status: Assembly Appropriations Committee

Santa Ana College informed the OCFA that this bill will ensure local agencies continue to receive funding and reimbursement for training firefighters. Under an arrangement that OCFA and many local fire agencies have with community colleges, we partner to provide required state training to agency personnel. As a result, the OCFA has received over \$900,000 in the last three years. This bill ensures that recent changes to community college funding formulas do not impact our arrangement.

AB 956 (Diep) e911 System

Staff Recommendation: Support

Status: Assembly Communications and Conveyance Committee

This bill is authored by local Assemblymember Diep (Westminster) and sponsored by the Orange County Sheriff's Department. They have requested OCFA's support for this bill allowing for annual testing of the enhanced 911 system. Currently, testing of the e-911 system is not authorized and this bill ensures that local agencies may test for "data accuracy and emergency alert notification system capabilities" on an annual basis.

Attachment(s)

Proposed OCFA Legislative Platform 2019-2020

OCFA LEGISLATIVE PLATFORM 2019-2020

The OCFA Joint Powers Agreement provides that the Authority shall have the power to “prepare and support legislation related to the purposes of the Agreement” (Article 1, Section 4, subsection L). The OCFA Legislative Platform provides guidelines and processes for reviewing and adopting legislative positions.

The platform identifies what areas or legislative actions will be undertaken or positions advanced by OCFA staff this year. The platform coincides with the two-year legislative cycles and will be renewed every two years. State and federal legislation consistent with the platform will be identified, and updates will be provided periodically to the Executive Committee on the status and positions advocated by OCFA. Bills will have recommended positions of:

Support- OCFA may provide letters or testimony at committee hearings in support. Staff and lobbyists are approved to communicate this position publicly and to provide assistance with drafting language or providing information (documents, data, and subject matter experts) to advance measures.

Oppose- OCFA may provide letters or testimony at committee hearings in opposition. Staff and lobbyists may communicate this position publicly and work with others local agencies, private or community based groups to provide information (documents, data, and subject matter experts) to defeat measures.

Monitor- Legislation impacting OCFA or our partners (cities, county, public safety agencies) that staff is tracking, but has no significant cost or benefit will be identified and summarized. The Executive Committee may direct additional review or adopt a formal position.

Amendments- OCFA staff is authorized to work with general counsel and our lobbyists to assist legislators, their staff, or other groups by suggesting amendments that may lead to official support or remove concerns prior to the adoption of an official OCFA position. However, no implication of an official OCFA position may be made or communicated prior to Executive Committee action except for time sensitive matters as described below.

Time Sensitive Matters

In the instance where an adopted position on legislation or funding is deemed to be time-sensitive, and requires OCFA’s input immediately the Fire Chief (or staff) shall consult with the Board Chair and Vice-Chair. If immediate action is required and there is significant benefit or impact to OCFA a support or oppose position may be communicated prior to formal adoption. A Board Advisory will be provided to inform all Directors, and the item will then be placed on the agenda for the next Executive Committee.

	Operations and Community Safety
Subject Area	Position
Wildfire Prevention & Suppression	<ul style="list-style-type: none"> Support increased state funding of CALFIRE, Contract Counties and other sources of funding for staffing and pre-positioning of resources during high threat periods (winds, drought, flooding)
	<ul style="list-style-type: none"> Support funding of aerial resources for both suppression and intelligence, surveillance, and reconnaissance (ISR) missions
	<ul style="list-style-type: none"> Support use of technology to forecast high fire risk conditions, wildfire progression (modeling), and monitoring (cameras, sensors, ISR)
	<ul style="list-style-type: none"> Support funding for education, fuel reduction, and planning to reduce fire ignitions and loss of life during wildfires
Building & Development	<ul style="list-style-type: none"> Support funding, tax incentives, and educational programs that encourage home hardening to reduce building ignition during wildfires from embers
	<ul style="list-style-type: none"> Oppose legislations or efforts to eliminate local discretion and input on developments (housing and commercial) in the Wildland Urban Interface
	<ul style="list-style-type: none"> Monitor legislation impacting the fire code and related topics (i.e. high rise buildings, hazardous materials, etc.)
Fireworks	<ul style="list-style-type: none"> Support legislation and budget proposals that streamline enforcement, licensing and disposal of fireworks or explosive material
Arson	<ul style="list-style-type: none"> Support stronger penalties and efforts to prosecute arson crimes
Disaster Recovery & UASI	<ul style="list-style-type: none"> Support funding for Urban Area Security Initiative (UASI) and other Department of Homeland Security grants that address regional or national threats, emergency preparedness, and communication

	Emergency Medical Services and 911 System
Subject Area	Position
BLS/ALS & Transport	<ul style="list-style-type: none"> Support measures that increase Medi-CAL reimbursement to fire departments for ambulance transport and paramedic treatment
	<ul style="list-style-type: none"> Support measures that increase county and city authority to exercise local oversight and administration of the EMS system, including the design of service areas and contracting for service
	<ul style="list-style-type: none"> Support funding and the adoption of standards that improve firefighter safety
	<ul style="list-style-type: none"> Oppose mandated training or services by local EMS agencies without funding or cost recovery mechanisms

Alternate Destination & Alternative Transport	<ul style="list-style-type: none"> Support legislation that encourages local agencies, either through funding or regulatory reforms, to treat patients by transporting to appropriate alternate destinations
Paramedic Licensing	<ul style="list-style-type: none"> Monitor measures that revise paramedic licensing processes and impact OCFA hiring or promotional processes
911 Dispatch	<ul style="list-style-type: none"> Support measures that reduce false or abusive use of 911 requests for services
	<ul style="list-style-type: none"> Support legislation and funding for the improvement or expansion of 911 dispatch centers, and establishing back-up systems and locations for continuity of operations
Homelessness and Behavioral Health	<ul style="list-style-type: none"> Support legislation that provides resources and alternative avenues of health care to adequately address behavioral health issues

	Administrative
Subject Area	Position
Revenues, Fees, & Taxes	<ul style="list-style-type: none"> Support the use of state and federal funds for wildfire mitigation, defensible space, and suppression efforts (i.e. California State Greenhouse Gas Reduction Funds, Federal Forestry and other land management agencies)
	<ul style="list-style-type: none"> Oppose the diversion of local revenues, fees, and taxes by the state (i.e. State takeaways, property tax and sales tax “borrowing, etc.)
Risk Management	<ul style="list-style-type: none"> Support measures that limit OCFA’s legal or insurance liabilities (i.e. improving efficiency of workers compensation review or settlement of claims)
	<ul style="list-style-type: none"> Monitor expansion or addition of new presumptive injuries or illnesses that force local agencies to provide benefits without considering if the injury or illness is related to employment
	<ul style="list-style-type: none"> Support measures that enhance or promote fire service employee safety
JPA Agreement	<ul style="list-style-type: none"> Oppose efforts to restrict local control of JPA governance and any restriction on local design of JPA authority
Pensions	<ul style="list-style-type: none"> Support measures that reduce liability and increase rate stability for local agencies
Logistics	<ul style="list-style-type: none"> Monitor legislation that impacts design/construction of emergency buildings, fire vehicles, or 911 technology systems

2019-2020 Federal Priorities

I. National Urban Search and Rescue Team (US&R)

OCFA is a sponsoring agency of California Task Force 5, one of 28 Task Forces across the country. These are FEMA supported Task Forces that provide a federal response capability to nationally declared disasters. The system provides FEMA with a first responder capability using local agencies and personnel to administer and oversee the program. OCFA is responsible for administering federal funds to train and maintain local personnel and equipment that are deployed to national incidents.

In 2016, authorizing legislation was passed to address Task Force concerns with worker compensation, licensing of civilian members, and employment issues. The Task Forces are now focused on increasing federal appropriations. Congress provided \$48 million in FY 2019. The President's budget has proposed funding in FY 2020 at \$38 million, \$10 million less than current year. The current year increase provided by Congress is to replace equipment and vehicles purchased after the September 11, 2001 terrorist attacks. However, a single year increase of \$10 million will not address the system needs, and ongoing increases will be needed.

OCFA will work with our national task force partners to advocate for annual funding of the US&R program at \$50 million. This is the full cost to replace critical equipment, enhance training, and fund capital replacement/improvement (vehicles, US&R warehouse).

II. DHS & FEMA Grant Programs

OCFA will work with other national groups to support increased federal funding of Fire Act grants from FEMA (SAFER, AFG), Urban Area Security Initiative (UASI) funding from Department of Homeland Security, and the U.S. Fire Administration. Santa Ana and Anaheim receive UASI funds and work with OCFA and other fire/law enforcement agencies to address regional equipment and training needs.

III. Firefighter Cancer Registry

During the 115th Congress, both the House and Senate unanimously approved the Firefighter Cancer Registry Act (P.L. 115-194). The bipartisan legislation created a specialized national registry to provide researchers and epidemiologists with the tools and resources needed to improve research collection activities related to the monitoring of cancer incidence among firefighters. The Firefighter Cancer Registry is an important resource to better understand the link between firefighting and cancer, potentially leading to better prevention and safety protocols. The OCFA will work with our national fire service partners to support ongoing appropriations.

2019-2020 State Priorities

I. Wildfire Mutual Aid Resources (Utilities)

The Orange County Fire Authority is proposing the implementation of a First Responder Intelligence, Survey, and Reconnaissance System Pilot Program using fix wing aircraft to provide enhanced situational awareness. The proposal will provide 150 days of coverage to the entire Southern California region at a cost of \$6.5 million.

Also, OCFA is encouraging the State and Southern California Edison to partner with us and provide 24-hour per day coverage with a Type 1 heavy lift helicopter (1,000 USG tank capacity). Included will be an Intelligence Command & Control (ICC) helicopter with a thermal imaging camera and mapping system to enhance nighttime operations and safety. The helicopters will also provide 150 days of coverage to the region at a cost of \$3.75 million.

The OCFA is supporting the Governor's proposed budget request of \$25 million for prepositioning local fire agency resources.

II. Contract County Capital Outlay Funds: (\$244,200)

OCFA is one of six counties that CALFIRE contracts with to provide fire suppression in State Responsibility Areas (SRA). These six counties are collectively known as the Contract Counties and include the Counties of Kern, Los Angeles, Marin, Orange, Santa Barbara, and Ventura. The SRA are lands where the State has the legal obligation to provide fire response. The state, through CALFIRE, contracts for fire protection with the Contract Counties and generally treats those counties as "units" within CALFIRE. This provides OCFA the benefit of a seamless integration with the state system for ordering resources during large wildfires.

However, since 2013 OCFA and the other Contract Counties have not consistently received annual funding for capital outlay (replacement/maintenance of stations or vehicles). Funding was cut during the economic downturn and never replaced due to state questions about the legality of providing those funds. Over several years the Contract Counties have argued and been able to address legal concerns, but did not receive the funding due to the lack of "budget" prioritization.

The Contract Counties have received the support of CALFIRE and the Administration this year to advance restoration of capital outlay funds. The OCFA will support these efforts to ensure funding for station and vehicle maintenance/replacement is restored.

II. 911 State Emergency Telephone Number Account (SETNA) Funding:

The OCFA supports the Governors proposed budget for a one-time investment of \$60 million General Fund—\$10 million in 2018-19 and \$50 million in 2019-20—that will be deposited in SETNA to continue implementing improvements to the state's 9-1-1 system.

Specifically, these resources will enable OES to begin upgrading the California Public Safety Microwave Network from an analog system to a digital system in the current year to enhance emergency response communications. The Network provides connectivity for public safety

radio systems that link responders and dispatchers, provides redundancy and resiliency, and enhances disaster recovery.

This one time investment is contingent upon legislation to modernize the fee structure to apply to cell phones. The Budget assumes that the new fee structure will be implemented on January 1, 2020, generating approximately \$170 million annually during the build-out, but will be adjusted annually based on actual costs. Creating a more stable funding structure will allow OES to fully implement a statewide Next Generation 9-1-1 system that provides various benefits compared to the legacy system, including faster call delivery, increased routing accuracy and functionality, call overflow and backup functionality, updated geographic information capability and wireless location data, and incoming text capability. Combined, these proposals will improve public safety and significantly advance California's emergency response capabilities.