



ORANGE COUNTY FIRE AUTHORITY

AGENDA

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

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, July 25, 2019

5:30 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

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

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



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

CALL TO ORDER

INVOCATION by Chaplain Brett Peterson

PLEDGE OF ALLEGIANCE by Director Sachs

ROLL CALL

1. PRESENTATIONS

No items.

REPORTS

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

REPORT FROM THE FIRE CHIEF

- Capital Improvement Projects Update (Assistant Chief Ruane)

PUBLIC COMMENTS

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

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

The Agenda and Minutes are now available through the Internet at www.ocfa.org. 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.

2. MINUTES

A. Minutes from the June 27, 2019, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

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

A. Monthly Investment Reports

Budget and Finance Committee Recommendation: *APPROVE*

Submitted by: Tricia Jakubiak, Treasurer

Recommended Action:

Receive and file the reports.

B. July Legislative Report

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

Recommended Action:

Receive and file the report.

C. Award of Contracts for Heating, Ventilation, and Air Conditioning (HVAC) System Maintenance and Repair Services

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to sign the agreements with Harbor Pointe for an amount not to exceed \$250,000 annually and ACCO for an amount not to exceed \$100,000 annually for as-needed HVAC system maintenance and repair services at an aggregate amount not to exceed \$350,000 annually (\$1,750,000 during the five-year term).
2. Approve and authorize the Purchasing Manager to redistribute or adjust the annual amount between the two vendors as requested by the department, so long as the aggregate amount does not exceed \$350,000 annually.

D. Professional Engineering/Construction Monitoring Services for Regional Fire Operations and Training Center (RFOTC) Training Grounds Upgrades and Construction Management Services on an As-needed Basis for Other Capital Improvement Projects

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue professional services agreement in an amount of \$160,000 with RSSE Structural Engineers, Inc. (RSSE) and add a 10% contingency (\$16,000) to the contract for additional services that may be required during the bid development and construction process for the RFOTC Training Grounds Project for a not to exceed amount of \$176,000.
2. Approve and authorize the Purchasing Manager to issue a contract to RSSE for an amount not to exceed \$100,000 annually for a one-year period with the option of four additional renewals for construction management services on an as-needed basis for other Capital Improvement Projects (\$500,000 total for the five-year term).

END OF CONSENT CALENDAR**4. DISCUSSION CALENDAR**

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, August 22, 2019, at 5:30 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 Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 18th day of July 2019.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, August 14, 2019, 12 noon
Executive Committee Meeting	Thursday, August 22, 2019, 5:30 p.m.
Board of Directors Meeting	Thursday, August 22, 2019, 6:00 p.m.
Budget and Finance Committee Meeting	Wednesday, September 11, 2019, 12 noon
Human Resources Committee Special Meeting	Tuesday, September 17, 2019, 12 noon

Capital Improvement Program (CIP) Update 4th Quarter – FY 2019/20

In Connection with Fire Chief's Report
07/25/19 EC Meeting

ITEM	BUDGET	PROGRESS	ANTICIPATED COMPLETION	COMMENTS
Fire Stations and Facilities (CIP Fund 123)				
1. Fire Station 9 Replacement (Mission Viejo)	\$6.5M	Site Evaluation	TBD	Site evaluation and working out potential land acquisition.
2. Fire Station 10 Replacement (Yorba Linda)	\$7.5M	Planning	TBD	Met with Brookhurst and new DC Phil Johnson 7/24/19 to discuss how to move forward. Re-evaluate response area due to Placentia leaving.
3. Temporary Training Trailers at RFOTC	\$150K	Trailers Onsite	Completed	Completed and in service; working on finalizing long-term permits
4. Fire Station 42 Site Stabilization	\$900K	RFP Completed	Dec-19	Construction in process. Approximately 30% completed.
5. RFOTC Security Enhancements and Data Center Fire Suppression	\$1.5M	Initiated	Ongoing	Job walk completed 7/25/19 to obtain design and construction administration quotes.
6. Fire Station 12 (Laguna Woods)	\$9.0M	Ongoing	Ongoing	Meeting with City staff re potential sites scheduled for early September
7. Fire Station 52 (Irvine)	\$8.0M	Ongoing	Ongoing	Meeting with City staff re potential sites scheduled for August
8. Fire Station 67 (Rancho Mission Viejo)	Developer Funded	Ongoing	Ongoing	Ongoing meeting re site & staffing timelines
Communications and Information Systems (CIP Fund 124 and 12110)				
9. New Vehicle Outfitting	N/A	Ongoing	Ongoing	Recruitment for limited-term positions vehicle outfitting in process; 10 of 12 authorized have been hired
10. Records Management System (RMS) Upgrade	\$5M	99%	Sep-19	Incident Reporting and Investigations System (IRIS) went live July 18, 2019. As of July 22, 1,649 incidents entered in the system. Budget - \$1,257,412. Actual - \$549,633
11. Fire Station Alarm Upgrade FS33 (JWA) currently in process, FS50 (San Clemente) and FS21 (Tustin) planning in progress.	\$328K	20%	Sep-19	FS33 on-hold while additional engineering review completed by OCFA contracted engineer per JWA request. FS50 and FS21 planning in process for next upgrades.
12. Next Gen CAD2CAD Upgrade	\$450K	75%	Aug-19	Testing is proceeding with Costa Mesa, Laguna Beach, and MetroNet dispatch centers. Go live August 2019
13. Data Center Redundancy	\$1M	10%	Sep-19	RFQ for Professional Services completed. Top-5 vendors (Architectural engineering/Project management) invited for walk-thru of Data Center for Fire Suppression upgrade design services quote July 25, 2019.
14. P25 800MHz radio project	\$3.5M	95%	Jun-19	All OCFA ECC Dispatch console upgrades (18), data center radios and servers, cabling, new P25 radio equipment completed June 25, 2019.
Apparatus and Vehicles (CIP Fund 133)				
15. (10) Fire Engines - Structural/Type 1	\$5.9M	10 of 10	Jun-19	(10) engines are here with (10) in-service. Project completed
16. (7) Fire Engines - Structural/Type 1	\$4.3M	7 of 7	Oct-19	(7) 7 of 7 are here; units in outfitting
17. (11) Tractor Drawn Aerials (TDA)	\$8.4M	11 of 11	Jun-19	(10) unit in service, (1) unit in final outfitting
18. (3) Fire Engines - Wildland/Type 3	\$1.4M	0 of 3	Apr-20	(3) Type III's/ Bid has been awarded, pre-construction completed to be delivered April 2020
19. (2) Tactical Water Tenders	\$694K	0 of 2	Apr-20	(2) Tactical Water Tenders Bid has been awarded, pre-construction completed to be delivered April 2020
20. (2) Tractor transports	\$320k	2 of 2	Aug-19	(2) two units have been delivered and in outfitting
21. (11) utility pick ups	\$517k	10 of 11	Oct-19	(10) delivered, outfitting started at an outside vendor final vehicle to be delivered by 7/31/19

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, June 27, 2019
5:30 P.M.**

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

CALL TO ORDER

Chair Muller called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on June 27, 2019.

INVOCATION

Chaplain Devin Chase offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Lisa Bartlett, County of Orange
Shelley Hasselbrink, Los Alamitos
Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda
Joe Muller, Dana Point
Ed Sachs, Mission Viejo
Tri Ta, Westminster

Absent: Don Sedgwick, Laguna Hills
Dave Shawver, Stanton

Also present were:

Fire Chief Brian Fennessy
Assistant Chief Randy Black
Assistant Chief Mark Sanchez
Assistant Chief Robert Cortez
Clerk of the Authority Sherry Wentz

Deputy Chief Lori Zeller
Assistant Chief Jim Ruane
Assistant Chief Lori Smith
General Counsel David Kendig
Communications Director Colleen Windsor

1. PRESENTATIONS

No items.

REPORTS

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

As there was no meeting in June of the Budget and Finance Committee, there was no report.

PUBLIC COMMENTS (F: 12.02A3)

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.

2. MINUTES

A. Minutes from the May 23, 2019, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Hernandez and second by Director Bartlett, the Executive Committee voted by those present to approve the May 23, 2019, Regular Executive Committee meeting minutes. Director Ta voted in abstention, due to his absence at the meeting.

3. CONSENT CALENDAR

A. Monthly Investment Reports (F: 11.10D2)

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

B. Annual Renewal of Aviation Insurance (F: 18.10A1)

On motion of Director Sachs and second by Director Ta, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to increase B01905 by \$43,968 with Gallagher to renew Aviation Insurance Program coverage for the policy period of June 30, 2019, to June 30, 2020, (increasing the premium from \$132,298 to \$176,266) and authorize the same annual increase for years two and three of the initial three-year contract terms.

C. Annual Renewal of California State Association of Counties Excess Insurance Authority Workers' Compensation Excess Insurance (F: 18.10A2b)

On motion of Director Sachs and second by Director Ta, the Executive Committee voted unanimously by those present to approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority for the policy period from July 1, 2019, to July 1, 2020, with a premium amount of \$559,446.

D. Annual Renewal of General Liability Insurance (F: 18.10A4)

On motion of Director Sachs and second by Director Ta, the Executive Committee voted unanimously by those present to approve and authorize the Fire Chief, or his designee, to renew the General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority for the policy period from July 1, 2019, to July 1, 2020, with a premium amount of \$927,609.

E. Blanket Order Contract Increase Additional CareFusion Equipment for Garden Grove (F: 18.05C)

On motion of Director Sachs and second by Director Ta, the Executive Committee voted unanimously by those present to:

1. Approve and authorize the Purchasing Manager to process a coterminous 42-month rental and support agreement for one additional medication distribution unit (\$584 monthly) with CareFusion Solutions, resulting in an adjustment in the annual amount from \$47,617 to \$54,729.
2. Approve and authorize the Purchasing Manager to add additional units coterminously to the existing contract (at the request of EMS), so long as funding is available and contract terms and conditions remain the same.

F. Construction Monitoring Services for Fire Station 42 Stabilization (F: 19.07C42)

On motion of Director Sachs and second by Director Ta, the Executive Committee voted unanimously by those present to authorize the Purchasing Manager to issue professional services agreement in the not-to-exceed amount of \$59,920 with VO Engineering and add a 10% contingency (\$5,900) to the contract for additional construction monitoring services that are required during the construction process for a not-to-exceed amount of \$65,820.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS (F: 12.02A4)

The Committee Members offered no comments.

ADJOURNMENT – Chair Muller adjourned the meeting at 5:32 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, July 25, 2019, at 5:30 p.m.

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 25, 2019

Agenda Item No. 3A
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
Jane Wong, Assistant Treasurer	jane Wong@ocfa.org	714.573.6305

Summary

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

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular July 10, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended May 31, 2019. A preliminary investment report as of June 21, 2019, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – May 2019/Preliminary Report – June 2019

Orange County Fire Authority Monthly Investment Report



Final Report – May 2019

Preliminary Report – June 2019



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

May 31, 2019



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of May 2019, the size of the portfolio reversed and decreased by \$21.2 million to \$190.5 million. Significant receipts for the month included various apportionments of property taxes, intergovernmental contract and grant payments, a cash contract payment and other charges for current services totaling \$16.9 million. Significant disbursements for the month included primarily three biweekly payrolls (instead of the typical two per month) which were approximately \$11.0 million each with related benefits. Significant disbursements also included a \$2.9 million payment for fire apparatus. Total May cash outflows amounted to approximately \$39.1 million. The portfolio's balance is expected to decrease further in June as there are no major receipts scheduled for the month.

In May, the portfolio's yield to maturity (365-day equivalent) declined by 3 basis points to 2.33%. The effective rate of return, on the other hand, increased by 1 basis point to 2.32% for the month and by 2 basis points to 2.17% for the fiscal year to date. The average maturity of the portfolio shortened by 13 days to 52 days to maturity.

Economic News

The U.S. economy continued to stay strong in May 2019. Although the May 2019 employment report came in weaker than expected, overall employment conditions remained solid. There were only a total of 75,000 new jobs created in May while a consensus had expected a much higher number. However, the unemployment rate remained at a 50-year historically low rate of 3.6%. In addition, retail sales increased in May and April was revised to reflect an increase instead of a decline. Consumer confidence measures climbed and stayed high. Manufacturing activity declined slightly while the non-manufacturing sector picked up. Both industrial production and durable goods orders reversed and increased in May. The CPI (Consumer Price Index) edged up slightly and stayed low under 2.0%. Housing activity was mixed. On June 19, 2019, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at the target range of 2.25% - 2.50% and continued to view the overall economy to be strong, albeit they noted increased uncertainties.



BENCHMARK COMPARISON AS OF MAY 31, 2019

3 Month T-Bill: 2.40%

1 Year T-Bill: 2.34%

6 Month T-Bill: 2.42%

LAIF: 2.45%

OCFA Portfolio: 2.32%

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$190,479,258	\$211,723,024	\$201,451,392
Yield to Maturity (365 day)	2.33%	2.36%	1.70%
Effective Rate of Return	2.32%	2.31%	1.68%
Days to Maturity	52	65	84



ORANGE COUNTY FIRE AUTHORITY **Portfolio Management** **Portfolio Summary** **May 31, 2019**

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

(See Note 1 on page 9) (See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	15,580,443.09	15,580,443.09	15,580,443.09	8.19	1	1	1.884	1.910
Federal Agency Coupon Securities	25,000,000.00	24,975,460.00	25,000,000.00	13.15	890	120	1.814	1.839
Federal Agency Disc. -Amortizing	66,000,000.00	65,627,120.00	65,611,505.83	34.51	135	89	2.436	2.470
Treasury Discounts -Amortizing	19,000,000.00	18,939,340.00	18,935,052.00	9.96	117	52	2.398	2.432
Local Agency Investment Funds	65,000,000.00	65,009,552.01	65,000,000.00	34.19	1	1	2.415	2.449
Investments	190,580,443.09	190,131,915.10	190,127,000.92	100.00%	176	52	2.298	2.330
Cash								
Passbook/Checking (not included in yield calculations)	720,750.55	720,750.55	720,750.55		1	1	0.000	0.000
Total Cash and Investments	191,301,193.64	190,852,665.65	190,847,751.47		176	52	2.298	2.330

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	391,722.73	3,101,526.36
Average Daily Balance	198,582,326.64	155,873,299.85
Effective Rate of Return	2.32%	2.17%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak
 Patricia Jakubiak, Treasurer 6/7/19

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 190,847,751.47
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ (368,493.66)
Total	\$ 190,479,257.81

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 31, 2019

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			15,580,443.09	15,580,443.09	15,580,443.09	1.910	1.910	1	
Subtotal and Average			10,191,546.20		15,580,443.09	15,580,443.09	15,580,443.09		1.910	1	
Federal Agency Coupon Securities											
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,987,610.00	7,000,000.00	1.180	1.375	61	08/01/2019
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,974,710.00	9,000,000.00	1.625	1.518	146	10/25/2019
3134GTJX20	976	Fed Home Loan Mtg Corp (Callable on 10-18-19)		04/22/2019	9,000,000.00	9,013,140.00	9,000,000.00	2.520	2.520	139	10/18/2021
Subtotal and Average			25,000,000.00		25,000,000.00	24,975,460.00	25,000,000.00		1.839	120	
Federal Agency Disc. -Amortizing											
313312QH6	977	Federal Farm Credit Bank		04/18/2019	9,000,000.00	8,889,300.00	8,885,280.00	2.390	2.489	192	12/10/2019
313384HL6	968	Fed Home Loan Bank		04/02/2019	10,000,000.00	9,983,800.00	9,982,187.50	2.375	2.456	27	06/28/2019
313384JA8	969	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,977,230.00	8,975,553.75	2.385	2.466	41	07/12/2019
313384JQ3	970	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,969,040.00	8,967,068.75	2.395	2.478	55	07/26/2019
313384KE8	971	Fed Home Loan Bank		04/18/2019	2,000,000.00	1,991,260.00	1,990,838.33	2.390	2.475	69	08/09/2019
313384KU2	972	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,952,390.00	8,950,407.50	2.390	2.478	83	08/23/2019
313384LY3	974	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,936,010.00	8,934,232.50	2.370	2.461	111	09/20/2019
313384MN6	975	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,928,090.00	8,925,937.50	2.370	2.464	125	10/04/2019
Subtotal and Average			70,789,419.22		66,000,000.00	65,627,120.00	65,611,505.83		2.470	89	
Treasury Coupon Securities											
Subtotal and Average			8,705,150.47								
Treasury Discounts -Amortizing											
912796RU5	966	US Treasury Bill		03/07/2019	6,000,000.00	5,996,220.00	5,995,228.00	2.386	2.435	12	06/13/2019
912796RU5	967	US Treasury Bill		03/12/2019	4,000,000.00	3,997,480.00	3,996,824.00	2.382	2.430	12	06/13/2019
912796SG5	973	US Treasury Bill		04/18/2019	9,000,000.00	8,945,640.00	8,943,000.00	2.375	2.430	96	09/05/2019
Subtotal and Average			18,916,210.75		19,000,000.00	18,939,340.00	18,935,052.00		2.432	52	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	65,009,552.01	65,000,000.00	2.449	2.449	1	
Subtotal and Average			65,000,000.00		65,000,000.00	65,009,552.01	65,000,000.00		2.449	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 31, 2019

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Total and Average			198,582,326.64		190,580,443.09	190,131,915.10	190,127,000.92		2.330	52

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
May 31, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	700,750.55	700,750.55	700,750.55		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			198,582,326.64		191,301,193.64	190,852,665.65	190,847,751.47		2.330	52



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of June 1, 2019

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(06/01/2019 - 06/01/2019)	4 Maturities	0 Payments	81,301,193.64	42.60%	81,301,193.64	81,310,745.65
Aging Interval:	1 - 30 days	(06/02/2019 - 07/01/2019)	3 Maturities	0 Payments	20,000,000.00	10.47%	19,974,239.50	19,977,500.00
Aging Interval:	31 - 60 days	(07/02/2019 - 07/31/2019)	2 Maturities	0 Payments	18,000,000.00	9.40%	17,942,622.50	17,946,270.00
Aging Interval:	61 - 91 days	(08/01/2019 - 08/31/2019)	3 Maturities	0 Payments	18,000,000.00	9.40%	17,941,245.83	17,931,260.00
Aging Interval:	92 - 121 days	(09/01/2019 - 09/30/2019)	2 Maturities	0 Payments	18,000,000.00	9.37%	17,877,232.50	17,881,650.00
Aging Interval:	122 - 152 days	(10/01/2019 - 10/31/2019)	2 Maturities	0 Payments	18,000,000.00	9.39%	17,925,937.50	17,902,800.00
Aging Interval:	153 - 183 days	(11/01/2019 - 12/01/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(12/02/2019 - 03/01/2020)	1 Maturities	0 Payments	9,000,000.00	4.66%	8,885,280.00	8,889,300.00
Aging Interval:	275 - 365 days	(03/02/2020 - 05/31/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(06/01/2020 - 05/31/2022)	1 Maturities	0 Payments	9,000,000.00	4.72%	9,000,000.00	9,013,140.00
Aging Interval:	1096 days and after	(06/01/2022 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			18 Investments	0 Payments		100.00	190,847,751.47	190,852,665.65



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2018 includes a decrease of (\$121,754) to the LAIF investment and a decrease of (\$246,740) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of May 31, 2019, OCFA has \$65,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2019 is 1.000146954. When applied to OCFA's LAIF investment, the fair value is \$65,009,552 or \$9,552 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at May 31, 2019 is included on the following page.



Fair Value Including Accrued Interest	\$	95,978,378,396.75
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Page 11



Orange County Fire Authority

Preliminary Investment Report

June 21, 2019



ORANGE COUNTY FIRE AUTHORITY **Portfolio Management** **Portfolio Summary** **June 21, 2019**

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

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	11,245,687.59	11,245,687.59	11,245,687.59	6.05	1	1	1.884	1.910
Federal Agency Coupon Securities	25,000,000.00	24,991,980.00	25,000,000.00	13.45	890	99	1.814	1.839
Federal Agency Disc. -Amortizing	66,000,000.00	65,745,910.00	65,703,223.34	35.36	135	68	2.436	2.470
Treasury Discounts -Amortizing	19,000,000.00	18,882,310.00	18,866,454.86	10.15	153	112	2.311	2.343
Local Agency Investment Funds	65,000,000.00	65,009,552.01	65,000,000.00	34.98	1	1	2.415	2.449
Investments	186,245,687.59	185,875,439.60	185,815,365.79	100.00%	183	49	2.299	2.331
Cash								
Passbook/Checking (not included in yield calculations)	793,883.73	793,883.73	793,883.73		1	1	0.000	0.000
Total Cash and Investments	187,039,571.32	186,669,323.33	186,609,249.52		183	49	2.299	2.331

Total Earnings	June 21 Month Ending	Fiscal Year To Date
Current Year	253,966.96	3,355,493.32
Average Daily Balance	191,685,013.10	157,985,788.55
Effective Rate of Return	2.30%	2.18%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak
 Patricia Jakubiak, Treasurer 6/27/19

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 186,609,249.52
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (368,493.66)
Total	\$ 186,240,755.86

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
June 21, 2019

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			11,245,687.59	11,245,687.59	11,245,687.59	1.910	1.910	1	
Subtotal and Average			12,401,645.56		11,245,687.59	11,245,687.59	11,245,687.59		1.910	1	
Federal Agency Coupon Securities											
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,993,420.00	7,000,000.00	1.180	1.375	40	08/01/2019
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,982,810.00	9,000,000.00	1.625	1.518	125	10/25/2019
3134GTJX20	976	Fed Home Loan Mtg Corp (Callable on 10-18-19)		04/22/2019	9,000,000.00	9,015,750.00	9,000,000.00	2.520	2.520	118	10/18/2021
Subtotal and Average			25,000,000.00		25,000,000.00	24,991,980.00	25,000,000.00		1.839	99	
Federal Agency Disc. -Amortizing											
313312QH6	977	Federal Farm Credit Bank		04/18/2019	9,000,000.00	8,915,490.00	8,897,827.50	2.390	2.489	171	12/10/2019
313384HL6	968	Fed Home Loan Bank		04/02/2019	10,000,000.00	9,997,500.00	9,996,041.67	2.375	2.456	6	06/28/2019
313384JA8	969	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,990,100.00	8,988,075.00	2.385	2.466	20	07/12/2019
313384JQ3	970	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,982,360.00	8,979,642.50	2.395	2.478	34	07/26/2019
313384KE8	971	Fed Home Loan Bank		04/18/2019	2,000,000.00	1,994,380.00	1,993,626.67	2.390	2.475	48	08/09/2019
313384KU2	972	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,966,970.00	8,962,955.00	2.390	2.478	62	08/23/2019
313384LY3	974	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,952,660.00	8,946,675.00	2.370	2.461	90	09/20/2019
313384MN6	975	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,946,450.00	8,938,380.00	2.370	2.464	104	10/04/2019
Subtotal and Average			65,659,548.33		66,000,000.00	65,745,910.00	65,703,223.34		2.470	68	
Treasury Discounts -Amortizing											
912796SG5	973	US Treasury Bill		04/18/2019	9,000,000.00	8,962,110.00	8,955,468.75	2.375	2.430	75	09/05/2019
912796SS9	978	US Treasury Bill		06/03/2019	10,000,000.00	9,920,200.00	9,910,986.11	2.210	2.263	145	11/14/2019
Subtotal and Average			23,623,819.21		19,000,000.00	18,882,310.00	18,866,454.86		2.343	112	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	65,009,552.01	65,000,000.00	2.449	2.449	1	
Subtotal and Average			65,000,000.00		65,000,000.00	65,009,552.01	65,000,000.00		2.449	1	
Total and Average			191,685,013.10		186,245,687.59	185,875,439.60	185,815,365.79		2.331	49	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
June 21, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	773,883.73	773,883.73	773,883.73		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			191,685,013.10		187,039,571.32	186,669,323.33	186,609,249.52		2.331	49

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of June 22, 2019

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(06/22/2019 - 06/22/2019)	4 Maturities	0 Payments	77,039,571.32	41.28%	77,039,571.32	77,049,123.33
Aging Interval: 1 - 30 days	(06/23/2019 - 07/22/2019)	2 Maturities	0 Payments	19,000,000.00	10.17%	18,984,116.67	18,987,600.00
Aging Interval: 31 - 60 days	(07/23/2019 - 08/21/2019)	3 Maturities	0 Payments	18,000,000.00	9.63%	17,973,269.17	17,970,160.00
Aging Interval: 61 - 91 days	(08/22/2019 - 09/21/2019)	3 Maturities	0 Payments	27,000,000.00	14.40%	26,865,098.75	26,881,740.00
Aging Interval: 92 - 121 days	(09/22/2019 - 10/21/2019)	1 Maturities	0 Payments	9,000,000.00	4.79%	8,938,380.00	8,946,450.00
Aging Interval: 122 - 152 days	(10/22/2019 - 11/21/2019)	2 Maturities	0 Payments	19,000,000.00	10.13%	18,910,986.11	18,903,010.00
Aging Interval: 153 - 183 days	(11/22/2019 - 12/22/2019)	1 Maturities	0 Payments	9,000,000.00	4.77%	8,897,827.50	8,915,490.00
Aging Interval: 184 - 274 days	(12/23/2019 - 03/22/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(03/23/2020 - 06/21/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(06/22/2020 - 06/21/2022)	1 Maturities	0 Payments	9,000,000.00	4.82%	9,000,000.00	9,015,750.00
Aging Interval: 1096 days and after	(06/22/2022 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		17 Investments	0 Payments		100.00	186,609,249.52	186,669,323.33



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2018 includes a decrease of (\$121,754) to the LAIF investment and a decrease of (\$246,740) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 25, 2019

Agenda Item No. 3B
Consent Calendar

July Legislative Report

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services Department

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Jay Barkman, Legislative Analyst

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714.573.6048

Summary

This item is submitted for an update on legislative activities and positions on bills.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

In April the OCFA Board approved the 2019-2020 Legislative Platform. Following is an update on OCFA efforts to implement the platform. An attachment is provided listing legislation with positions adopted consistent with the platform.

State Budget Update

The Board adopted 2019-2020 Legislative Platform directed staff to pursue state budget funding for a First Responder Intelligence, Survey, and Reconnaissance (ISR) System Pilot Program using fixed wing aircraft to provide enhanced situational awareness. This project has been identified as a new tool that can provide advanced mapping and data gathering to improve situational awareness of wildfires.

During visits to Sacramento earlier this year by the Fire Chief to testify on emerging technologies we were able to gain early support for this project from Assemblywoman Cottie Petrie-Norris (D-Laguna Beach). With her leadership to submit a request for funding, and enactment of the California State Budget, we were pleased to recently announce the award of \$4.5 million for the ISR Pilot Program. Staff is currently in the process of developing agreements and securing approvals to move forward with the project.

Legislative Visits

On June 3, 2019, OCFA staff traveled to Sacramento and met with Senator Pat Bates, Senator Tom Umberg, Assemblywoman Cottie Petrie-Norris, and staff for Senator Ling Ling Chang and Assemblyman Tom Daly. During those meetings staff discussed the requested funds for the ISR Pilot Program and sought their support. There was unanimous expression of support from all, and we will be working to brief them and other Orange County legislators on the future implementation of the ISR Pilot Program.

The Fire Chief and staff met with Assemblywoman Sharon Quirk Silva on June 7, 2019, at Fire Station 41 to discuss OCFA's Air Operations Program. In addition, staff from Congresswoman Katie Porter's office visited OCFA's headquarters in June for a tour of our training grounds. We will continue coordinating additional meetings and provide updates to the Board.

Attachment(s)

July Legislative Review



Orange County Fire Authority *Legislative Review*

July 25, 2019

Jay Barkman
Legislative Analyst
1 Fire Authority Road
Irvine, CA 92602
(714) 573-6048

The Legislative Section will identify bills consistent with the 2019-2020 Legislative Platform and associated positions for summary below. Included below are newly identified bills, and a summary of bills previously reported on and their current status.

New Legislation

[SB 438 \(Hertzberg\) Emergency Medical Services \(EMS\) Dispatch](#)

OCFA Position: Support

Status: Assembly

This bill is supported by OCFA based on the Legislative Platform direction to support measures that increase “city authority to exercise local oversight and administration of the EMS system.” This bill ensures that cities, districts and public agencies such as the OCFA retain EMS dispatch authority. The bill is supported by the California Fire Chiefs Association and California Professional Firefighters to prohibit counties from contracting out EMS dispatch to private companies and circumventing local agencies that currently handle EMS dispatch.

[SB 96 \(Budget\) 911 Surcharge](#)

OCFA Position: Support

Status: Signed by Governor

This bill is supported by OCFA based on the Legislative Platform direction to support legislation modernizing the fee structure of the State Emergency Telephone Number Account (SETNA) to apply to cell phones. Funding for SETNA has decreased over the years, due to the reduction in landlines used; however, the use of cell phones has increased and contributed to growing number of 911 calls and increased a demand for new capabilities such as “Text to 911” features. This bill is intended to stabilize SETNA funding to meet current needs and demands for expanding of 911 services and features. This bill is supported by the California Fire Chiefs Association and California Professional Firefighters.

[AB 1705 \(Bonta\) MediCal and EMS Transportation](#)

OCFA Position: Support

Status: Senate Appropriations Committee

This bill is supported by the California Fire Chiefs Association in an effort to establish a new funding mechanism for public ground emergency medical transportation providers. OCFA does not currently provide EMS ground transportation. However, under this bill there may be future benefits for OCFA in providing that service or partnering with private ambulance providers. Specifically, under this bill public providers such as OCFA or other Fire/EMS agencies could leverage Federal Medicaid funds to match local agency costs for transporting eligible Medicaid patients.

USHR 2623 (Taylor) Search and Rescue Dogs

OCFA Position: Support

Status: House Transportation & Infrastructure Committee

This bill extends protections to search and rescue dogs for treatment similar to “service animals” that are covered under the Americans with Disabilities Act. Specifically, search and rescue dogs that are part of Urban Search and Rescue (US&R) Task Forces will be allowed access to hotels and other facilities when activated and responding to a nationally declared disaster. OCFA is the sponsoring agency for California US&R Task Force-5. This bill will ensure our task force is able to have full access to hotels and other facilities when traveling or located on scene of a nationally declared disaster.

Previously Identified Legislation

AB 266 (Choi) Tax Credit Attic Vents

OCFA Position: Support

Status: Assembly Appropriations Committee

This bill provides up to a \$500 tax credit for homeowners to install attic vent closures that prevent embers from wildfires entering the structure. Held in Committee.

AB 720 (Muratsuchi) Community College Fire Training

OCFA Position: Support

Status: Senate Appropriations Committee

Santa Ana College informed the OCFA that this bill will ensure local fire agencies continue to receive funding and reimbursement for training firefighters. As a partner with Santa Ana College, OCFA has received over \$900,000 in the last three years.

AB 956 (Diep) e911 System

OCFA Position: Support

Status: Senate Floor

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.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 25, 2019

Agenda Item No. 3C
Consent Calendar

**Award of Contracts for Heating, Ventilation, and Air Conditioning
(HVAC) System Maintenance and Repair Services**

Contact(s) for Further Information

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Logistics Department

jimruane@ocfa.org

714.573.6801

Patrick Bauer, Property Manager

patrickbauer@ocfa.org

714.573.6642

Summary

This agenda item is submitted for approval to award three-year blanket orders and agreements for HVAC system maintenance and repair services to Harbor Pointe AC & Control Systems, Inc. (Harbor Pointe) and ACCO Engineered Systems, Inc. (ACCO), as a result of a competitive Request for Proposal (RFP), in an annual aggregate amount not to exceed \$350,000 annually.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to sign the agreements with Harbor Pointe for an amount not to exceed \$250,000 annually and ACCO for an amount not to exceed \$100,000 annually for as-needed HVAC system maintenance and repair services at an aggregate amount not to exceed \$350,000 annually (\$1,750,000 during the five-year term).
2. Approve and authorize the Purchasing Manager to redistribute or adjust the annual amount between the two vendors as requested by the department, so long as the aggregate amount does not exceed \$350,000 annually.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the approved FY 2019/20 budget, specifically in the General Fund (12150) Property Management section.

Background

Property Management is responsible for the maintenance and repair of OCFA's 22-acre Regional Fire Operations and Training Center (RFOTC), 72 fire stations, the Urban Search and Rescue (US&R) Warehouse & Training Facility, and Air Operations Hangar. Effective August 16, 2019, property management will be responsible for seven additional stations (Garden Grove) which will increase staff's current workload. The department historically utilizes various outside contractor services for various maintenance and repair services to assist with workload when it exceeds the current full-time staff's capacity.

Due to the number of facilities (79 stations, US&R Warehouse, RFOTC, and Air Operations Hangar) that the OCFA is responsible for, existing staffing levels are inadequate to keep up with the on-going requests for repairs and other services outside of normally scheduled maintenance activities including after-hours and emergency requests for service; therefore, it is necessary to have additional contractors available on an as-needed basis to prevent delays in responding to service requests.

Request for Proposal (RFP) Process

On March 21, 2019, RFP RO2356 was issued and sent to 100 registered vendors on Planet Bids to establish multiple annual contracts for HVAC System maintenance and repair services on an as-needed basis. A non-mandatory pre-proposal meeting was held on April 4, 2019, and representatives from nine companies attended. Final proposals were due April 25, 2019, and two proposals were received. Additional information about the evaluation process is provided in Attachment 1.

Recommendation for Award

Based on the results of the RFP evaluation process, staff is recommending the award of two contracts for HVAC system maintenance and repair services as follows: Harbor Pointe (\$250,000) and ACCO (\$100,000), in an annual aggregate amount not to exceed \$350,000 and to allow for the Purchasing Manager to redistribute or adjust the funding between the two contracts as requested by the department, so long as the aggregate amount of both contracts does not exceed \$350,000 annually. Awarding multiple contracts and allowing for redistribution of funds provides the department flexibility of utilizing the vendor that offers immediate availability to perform the requested services.

Attachment(s) (*On file in the Office of the Clerk)

1. Bid Summary
2. *RFP RO2356
3. *Proposed Harbor Pointe Agreement
4. *Proposed ACCO Agreement

RO2356 - HVAC Maintenance and Repair Services Bid Summary

Evaluation

An evaluation team consisting of three staff members, evaluated the written proposals. Each proposal was evaluated based on the following weighted criteria as defined in the Request for Proposal: Method of Approach (30), Qualifications and Experience (35), Communications & Resources (10), and Pricing (25).

After an evaluation of all written proposals, both respondents were recommended contract awards.

Scoring

Final evaluation scores resulted in Harbor Pointe A/C and Controls as the overall number one ranked contractor with ACCO Engineered Systems as number 2 overall. Evaluation scores are shown below:

ORANGE COUNTY FIRE AUTHORITY						
RO2356 HVAC Maintenance, and Repair Services						
	Harbor Point AC & Controls Inc.			ACCO Engineered Systems		
OCFA Cost Proposal	\$195,302.93			\$292,738.00		
Evaluators	1	2	3	1	2	3
A. Method of Approach (30)	27	30	27	18	27	25.5
B. Qualifications & Experience (35)	35	33.25	31.5	35	31.5	29.75
C. Communications and Resources (10)	8	10	9.5	9.5	8.5	8
C. Proposed Cost (25)	25.00	25.00	25.00	16.68	16.68	16.68
Sum of Proposal Ratings	95.00	98.25	93.00	79.18	83.68	79.93
Ranking	1	1	1	2	2	2
Written Sum of Ranking	3			6		



ORANGE COUNTY FIRE AUTHORITY

Attachment 2

Request for Proposal HVAC System Repair and Maintenance Services

DATE: March 25, 2019

RFP Number: RO2356

The Orange County Fire Authority (OCFA) is requesting proposals for Heating, Ventilation, and Air Conditioning (HVAC) System repair and maintenance services in accordance with the specifications provided herein.

Pursuant to SB854, no contractor or subcontractor may be awarded a contract 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.

Proposals will be received no later than 11:00 A.M., April 25, 2019.

Proposals for must be submitted electronically online through Planet Bids or submitted hard copy hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than 11:00 A.M. Thursday, April 25, 2019.

LATE PROPOSALS WILL NOT BE ACCEPTED

A **non-mandatory** pre-proposal conference is scheduled on **Thursday, April 4, 2019 at 9:00 A.M.** at the Orange County Fire Authority Regional Operations and Training Center (RFOTC), 1 Fire Authority Road, Conference Room AW208, Building A, Irvine, CA 92602.

Any questions concerning this RFP can be submitted on-line via the Q&A module available through Planet Bids (OCFA's e-procurement system) by **April 8, 2019 at 5:00 P.M.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

If you elect to submit your proposal electronically through Planet Bids, no additional copies or digital media will be required (Preferred).

If proposal is delivered to OCFA, please include one (1) original hard copy, one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on Digital Media), of the proposal to be sent to the attention of the Assistant Purchasing Agent, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Item Number, RFP RO2356, and the Due Date. Another option is to submit your proposal electronically through the Planet Bids website. There will be no public opening of proposals.

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

Regards,

A handwritten signature in black ink, appearing to read "Rothchild Ong", is written over a horizontal line.

Rothchild Ong
Assistant Purchasing Agent

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SECTION I: PROPOSAL INFORMATION

INTRODUCTION

The Orange County Fire Authority (OCFA) is requesting proposals from contractors to provide HVAC System Repair and Maintenance Services on an as-needed basis at its headquarters, fire stations, and other properties as listed in Attachment A. The OCFA desires to enter into an agreement for services with contractors that can demonstrate competency and experience in providing quality service, minimizing OCFA costs, maximizing the use of available technology, providing excellent client service, and performing thorough and complete work as specified.

AGENCY BACKGROUND

The Orange County Fire Authority was formed on March 1, 1995, transitioning from the Orange County Fire Department to a Joint Powers Authority (JPA) as allowed by California State Government Code 6500 et seq. The OCFA is an independent organizational entity similar to a special district. The service area includes twenty-three member cities, the unincorporated areas of Orange County, California, including State and Federal Responsibility areas.

A twenty-one member Executive Board of Directors governs the OCFA. This Board includes an elected official appointed to represent each of the twenty-three member cities and two representatives from the County Board of Supervisors. The OCFA is managed by an appointed Fire Chief who reports to the Executive Board of Directors. The Board of Directors currently meets monthly on the fourth Thursday of the month and the Board established an Executive Committee which meets monthly on the third Thursday of the month. Additional meetings are held in the Board room as needed. Board and Executive Committee meeting information can be found on the OCFA website at: www.ocfa.org.

The OCFA is the largest regional fire service organization in Orange County and one of the largest in California. Emergency response services are provided to a community of over 1.75 million residents in a 575 square mile area. The OCFA's authorized staffing level is 1,372 full-time positions. These personnel provide front-line services, including prevention, education, dispatch, emergency response and technical and administrative support.

ESTIMATED RFP SCHEDULE

Proposal Posting Date	March 21, 2019
Online Q & A	April 8, 2019; 5:00 P.M.
Pre-Proposal Conference	April 4, 2019; 9:00 A.M.
Due date for Proposals	April 25, 2019 no later than 11:00 A.M.
Tentative date for interviews	May 2019
Award Contract (Tentative)	May – June 2019

TERM OF AGREEMENT

The term of the agreement should reflect services and costs for a five-year period, subject to the "Time of Performance" and the "Termination" provisions of the OCFA's "Pro Forma" Maintenance Services Agreement (Exhibit 1). The contract is subject to the satisfactory negotiation of terms, including a price acceptable to both the Authority and the selected contractors.

PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal meeting is scheduled on **April 4, 2019; 9:00 A.M.** at the Orange County Fire Authority Regional Operations and Training Center: 1 Fire Authority Road, Conference Room AW208, Bldg. A, Irvine, CA 92602. This informational meeting will be held to allow for questions and clarifications concerning the Authority's RFP process and subsequent contract award. Offerors should be familiar with the proposal prior to attending the pre-proposal conference. If you will be attending this pre-proposal meeting, please contact Marilee Freville via e-mail at: marileefreville@ocfa.org to reserve your spot.

REQUEST FOR CLARIFICATION

All requests for clarifications, changes, exceptions, or deviations to the scope of services or terms and conditions set forth in this Request for Proposal must be submitted online via the PlanetBids Q&A module no later than the specified Q&A deadline. The Q&A module available through PlanetBids is to be used for all requests for, clarification, changes, exceptions, or deviations, whether to the scope of services or the contract terms and conditions. OCFA will respond to all requests by issuing an electronic answer via the online Q&A module and/or an electronic addendum. OCFA will not accept any Q&A after the time and date specified, unless it is specifically requested by the Q&A. It is the contractor's responsibility to download and respond to any addendums issued.

DUE DATE

Closing time and date: **April 25, 2019 no later than 11:00 a.m.** One (1) original hard copy (marked original), one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on CD or DVD) of the proposal must be submitted in sealed envelope marked RFP – RO2356 and submitted to the following address (*unless submitted electronically through Planet Bids*):

Delivery Address:

Orange County Fire Authority
Attn: Purchasing Section
1 Fire Authority Road Bldg. C
Irvine, CA 92602

GENERAL INFORMATION

The successful proposal will demonstrate the ability to meet the requirements of the solicitation. Sealed proposals will be accepted up to the date and time stated herein. Proposals must be prepared in conformance with the instructions provided.

Only those offerors with verifiable experience as it relates to the requirement of this solicitation will be considered during the evaluation process.

To be considered responsive, offerors must respond to this solicitation in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful offeror will satisfy all of the objectives and service specifications outlined in this document.

Any offeror who wishes his/her proposal(s) to be considered is responsible for making certain that the proposal is received in the Purchasing Office or submitted electronically on Planet Bids (OCFA's e-procurement system) by the announced time. No oral, telegraphic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled submittal

deadline will be returned unopened. Proposals must bear original signatures when the proposal is not submitted electronically. Please note that there will be no public opening of proposals. Proposal information shall not be made public until the contract is awarded. At that time the executed contract will become public information. Any questions concerning this RFP can be submitted on-line via the Q&A module available through Planet Bids (OCFA's e-procurement system) before the stated Q&A deadline.

The Orange County Fire Authority reserves the right to negotiate with any offeror(s) as necessary to serve the best interest of the Authority and negotiate the final contract(s) with the most responsive, responsible offeror. OCFA reserves the right to waive, at its discretion, any irregularity or informality, which the OCFA deems correctable or otherwise not warranting rejection of the proposal.

OCFA reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of the OCFA to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP, are solely the responsibility of the offeror.

By submitting an offer, the offeror acknowledges understanding of the rules as defined in this RFP. Compliance with all of the terms and conditions of the agreement is mandatory for companies providing services to OCFA.

The intent of the OCFA is to award a contract to the respondent that scores the highest in the RFP evaluation process. Please provide your response to all the information requested in this RFP so that the offeror you represent can be assessed to the best advantage.

SECTION II: SCOPE OF WORK

The OCFA is seeking contractors for maintenance and repair of Heating, Ventilation, and Air Conditioning (HVAC) Systems located throughout Orange County, CA. Our systems include hoses, piping, mechanical, electrical, monitoring equipment and other HVAC system appurtenances.

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of HVAC systems at headquarters, fire stations, and other properties. The purpose of this Request for Proposals is to establish a contract for repair and maintenance services on an as needed basis. The successful contractor will provide services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair OCFA HVAC systems. The list, addresses, and available HVAC system information are provided as Attachment A. Continual and reliable operation is essential for the 24-hour operation of our facilities. It is essential that prompt, thorough service is provided at these locations.

The intent of these specifications is to describe the repair and maintenance requirements in general terms. The detailed specifications required will be based on the particular requirements at the time that a given job and be judged based on those requirements. OCFA will consider value-engineering suggestions from Contractor and may accept alternates recommended if they provide equal or better functionality, durability, and cost effectiveness; however, OCFA, in its sole discretion, may require specific manufacturers and model numbers for any given job.

Overview

- A. The successful firm will deliver a proposal that outlines a schedule of preventative maintenance of the HVAC for service performed bi-monthly, quarterly and annually for air conditioning, heating, boilers, pumps, chillers, filters, and programming of Johnson control systems 2.0 and 5.0 for both RFOTC, Fire Stations, and other properties which vary in range from 1,500 – 20,000 square feet. This will also include inspection of machinery, troubleshooting, energy procedures, and 24 hour on-call emergency repairs of all systems when required. Please see equipment lists as provided in Attachment A for RFOTC and Fire Stations. OCFA lists are all-inclusive at the time of this solicitation. However, equipment lists are subject to revisions after contract has been awarded.
- B. Continued operation of the HVAC systems is essential for the 24-hour occupancy of OCFA facilities. It is essential that prompt, thorough services are provided at these locations.
- C. Maintenance and Repairs to HVAC systems will be provided by contractor to OCFA.
- D. The contract and pricing will include: labor, equipment, transportation, materials, supplies, training, taxes, permits, fees and reports to meet the specifications contained herein.
- E. A list of systems covered under the contract is included in Attachment A.

Service Requirements

- A. All maintenance and repairs performed on HVAC systems; associated equipment and accessories, monitoring systems, and other related items must be performed in compliance to local, state and/or federal regulations. Contractor must conduct operations in accordance to policies, rules and regulations of the regional, state and/ or federal enforcement agencies. Work performed must be accompanied with the appropriate required licenses.

- B. Technicians must be familiar with and certified by the equipment manufacturer(s) in installation, troubleshooting and repairs.
- C. OCFA requires 48-hour notification prior to maintenance, testing, and repairs.
- D. Service orders must be signed by an authorized OCFA employee before contractor leaves the work site to explain the completion or suspension of work. If no OCFA point of contact is present, please call Steve Klein at (714)573-6475.
- E. Contractor must provide all necessary materials for proper handling, storage or disposal of materials and wastes collected. Hazardous Waste storage at OCFA facilities is not allowed unless explicitly authorized by OCFA Property Management or designee. Contractor must provide appropriate spill kit, absorbent materials, containers or other emergency spill cleanup methods. *Note: OCFA locations are equipped with a spill kit for use in an emergency situation only. Contractor is responsible for any and all costs associated with the mitigation of any spill, materials used, and any resulting damage or loss.*

Quarterly and Annual Scheduled Maintenance – RFOTC by Equipment Category

*Johnson control systems MetaSys 2.0

- A. Heat Rejection Systems - Reciprocating- Air-Cooled
 - a. Quarterly Preventative Maintenance
 - i. Check oil level. Oil samples shall be taken and evaluated on all compressors during the Spring service check refrigerant charge.
 - ii. Check for normal/proper operation.
 - iii. Check operation of high and low-pressure controls and safety controls Check for visible signs of refrigerant leaks.
 - iv. Check and lube condenser fans and motors.
 - v. Check condenser surface for cleanliness. Chemical clean and high pressure wash at least once per year.
 - b. Annual Maintenance
 - i. All quarterly preventive maintenance
 - ii. Chemically clean and pressure wash all coils
- B. Air Handlers – Central Station Units Only
 - a. Quarterly Preventative Maintenance
 - i. Lubricate all accessible bearings as required and inspect fan wheel.
 - ii. Inspect fan unit mountings.
 - iii. Inspect fan unit flex connectors.
 - iv. Inspect and adjust drive belts.
 - v. Inspect fan drive sheaves for wear.
 - vi. Inspect and clean drain pans, insure accessibility.
 - vii. Clean, check, and inspect supply fans and variable frequency drives (VFD)

b. Annual Maintenance

- i. All quarterly maintenance checks and service.
- ii. Chemically clean and wash coils

C. Boilers- Hot Watera. Quarterly Preventative Maintenance

- i. Blow down boiler.
- ii. Flush the auto-feeder.
- iii. Check the feeder strainer and clean as necessary.
- iv. Check and clean the gauge glass.
- v. Check the low water device and clean as required.
- vi. Inspect the pilot operation and safety controls.
- vii. Inspect the main burner condition and operation using electronic Moxier equipment.
- viii. Check boiler clock.
- ix. Check all linkage and lube as required.
- x. Check the safety relief valve and lube as necessary.

b. Annual Maintenance

- i. All quarterly preventive maintenance checks and service.
- ii. Complete annual service and cleaning.
- iii. Provide a written report stipulating the absence of CO.

D. Chillers/Compressors – Reciprocating Water Cooleda. Quarterly Preventative Maintenance

- i. Check oil level.
- ii. Change oil filters at Spring service.
- iii. Check refrigerant charge.
- iv. Check for normal, proper operation.
- v. Check operation of high and low pressure controls and safety controls.
- vi. Check for visible signs of refrigerant leaks.
- vii. Log pressures, temperature and amperage.

b. Annual Maintenance

- i. All quarterly preventive maintenance check and services.
- ii. Complete an annual maintenance service as specified in manufacturer's specifications.

E. Water Pumpsa. Quarterly Preventative Maintenance

- i. Lubricate bearings as required.
- ii. Check reservoir oil level and add oil as required.
- iii. Check for water leaks.
- iv. Inspect pump couplings for wear and alignment.

- v. Check mounting heater for proper operation.
- vi. Check pump operating pressures as required
- vii. Check for abnormal vibration or noise.
- viii. Check for motor starter and electrical connection adjust/tighten as required

F. Water Treatment

- a. Quarterly Preventative Maintenance
 - i. Check closed-loop for proper nitrite levels

G. Package Units

- a. Quarterly Preventative Maintenance
 - i. Check cooling operation (gas and electric)
 - ii. Check heating operation.
 - iii. Check condenser surface at least once per year, chemically clean with high pressure washer.
 - iv. Check evaporator surface.
 - v. Check supply fan or blower.
 - vi. Inspect and adjust drive belts, as needed.
 - vii. Check condenser fans.
 - viii. Lubricate all accessible bearings.
 - ix. Check refrigerant charge.
 - x. Check for proper voltage and electrical connections.
 - xi. Check crankcase heater for operation.
 - xii. Check controls, contactors and safeties.
 - xiii. Insure all panels are securely installed.
 - xiv. Check return and supply air temperature.
 - xv. Check filters, clean or replace per contract.
 - xvi. Visually check system for leaks and piping integrity.
 - xvii. Check economizer operation if applicable.
 - xviii. Check pilot or igniter for proper operation.
 - xix. Visually check heat exchanger and clean if necessary.
 - xx. Check flue and flue cap.
 - xxi. Check all safety controls.
 - xxii. Check venter motor.
 - xxiii. Check all duct connections.
 - xxiv. Inspect and clean drain pans.
 - xxv. Inspect the main burner condition and operation using electronic Moxier equipment
- b. Annual Maintenance
 - i. All quarterly preventive maintenance checks and services
 - ii. Chemically clean and power wash coils and condensers.

H. Exhaust Fans

- a. Quarterly Preventative Maintenance

- i. Lube bearings.
- ii. Inspect fan wheel(s).
- iii. If accessible, inspect fan unit mountings.
- iv. Inspect fan unit flex connectors.
- v. Inspect drive belts and adjust as required.
- vi. Inspect fan pulleys for wear.
- vii. Inspect and clean drain pan

b. Annual Maintenance

- i. Replace all drive belts

I. Filters

a. Quarterly Preventative Maintenance

- i. Filters shall be changed quarterly using standard Merv – 8; 2" or 4" 30/30 pleated filters as specified unless otherwise specified by Property Management.

J. Belts

a. Quarterly Preventative Maintenance

- i. Belts condition will be inspected during each quarterly service and replaced during one of the services.

K. Coils

a. Quarterly Preventative Maintenance

- i. Clean as required

b. Annual Maintenance

- i. Chemically clean and power wash

Quarterly and Annual Scheduled Maintenance – Fire Stations

A. Quarterly Preventative Maintenance

- a. Insure proper lock-out procedures of all electrical power and hazardous energy prior to performing any work.
- b. Check the condition of all diffusers, grates and dampers.
- c. Check, clean or replace all filters as required (Merv 8, 30-30 pleated filters).
- d. Check all mounting bolts, hanger rods, and mounting brackets for proper condition and security.
- e. Inspect all piping for leak integrity.
- f. Check and adjust (if necessary) all belts for alignment, tension and condition.
- g. Check sheaves, shafts, and all couplings for tightness and wear.
- h. Check all bearings, and seals for signs of wear and failure.
- i. Check all motors and bearings for heat, noise and vibration.
- j. Clean all fan assemblies.

- k. Check fan assemblies, blade condition, pitch, bearing, shafts, and mounts. Check for vibration.
- l. Lubricate all bearing and lubrication points as necessary.
- m. Check all condensation drain lines and pumps for condition, leaks, and obstructions.
- n. Check for proper refrigerant charge.
- o. Check for proper lubricant levels in all compressors.
- p. Check all coils and condensers. At least one service shall include cleaning.
- q. Add pan tablets at least once per year to prevent growth in pans/units.
- r. Check and verify proper operation of all gas valves and pilots.
- s. Check fire boxes, burners and heat exchanges for proper operation.

B. Annual Maintenance

- a. Replace all drive belts.
- b. Chemically clean and pressure wash all coils and condensers.
- c. Add pan tablets to condensate pans to prevent any growth in the unit.

C. Additional Fire Station System Notes:

- a. The following stations have exceptional energy management system and/or a unique scheduled maintenance requirement:
 - i. Fire Station 17 – Johnson Control System, Metasys 5.0.
 - ii. Fire Station 46 – Johnson Control System, Metasys 5.0.
 - iii. Fire Station 58 – Carrier VVT control system.
 - iv. Fire Station 71 – Carrier VVT control system.
 - v. Fire Station 61 – Quarterly maintenance must include coil cleaning/washing due to location and exposure to debris.
 - vi. Fire Stations 7, 29, 34, 61, 20 – Pelican Control Systems

Maintenance Requests:

- A. Contractor must be equipped and licensed to perform system maintenance on HVAC equipment as required per Contractor qualifications section listed below.
- B. All work requiring permits or agency notifications prior to service must be handled by the contractor prior to the start of the job.
- C. The service order must be signed by an authorized OCFA employee before contractor leaves the work site in order to explain the completion or suspension of work. If no OCFA point of contact is present, please call Steve Klein at (714) 573-6475 or Property Management at (714) 573-6470.
- D. All work must be authorized by Steve Klein, Facilities Manager or a site point of contact before services begin.
- E. If at any time, repairs are estimated to exceed \$2,500, a detailed quote on company letterhead is required prior to authorization of work.

Performance Hours

All work must be performed Monday through Thursday between the hours 7:00 a.m. and 5:00 p.m. unless otherwise specified by OCFA staff. The OCFA is closed for business on alternate Fridays of every month. In addition, routine maintenance, testing and inspection work must not be scheduled on OCFA recognized holidays as follows: New Year's Day, Martin Luther King Jr., Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Program Schedule

- A. Contractor must prepare and submit a schedule for review and approval within fourteen (14) calendar days after award of contract.
- B. Contractor must strictly comply with the schedule once it has been reviewed and approved. If it is necessary to deviate from the schedule, the contractor must notify the OCFA Facilities Manager, or a designee, a minimum of two (2) working days prior to the deviation.
- C. Contractor must prepare and submit a revised schedule within five (5) working days after request.
- D. It is preferred that all immediate work, except additions, is performed within sixty (60) calendar days after award of the contract. The contractor must become familiar with the past maintenance schedule and will propose a schedule which will be subject to the review and approval of the OCFA. Any such proposal which concentrates maintenance in the later period of the Contract will be rejected.
- E. Individual services will be scheduled for any new equipment as they are added.
- F. The Contractor must exercise all efforts to limit interference with the normal activities of an OCFA facility during the course of work. Contractor equipment and vehicles must not restrict the normal flow in and out of any OCFA Facility.

Additional Requirements:

- All work is subject to the inspection and approval of OCFA Property Management or a designated representative at each facility, prior to acceptance and approval for payment.
- The OCFA reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.
- Contractor must be responsive to the requests of OCFA Facilities Manager – Steve Klein. All other requests or inquiries shall be directed to Property Management, the Contract Coordinator or the Contract Manager noted below.

- Contractor must be readily identifiable with either company logo(s) on vehicles, badging, uniform or a combination of.
- Exception: the specific request involves public/employee health or safety or the security of the specific facility.
- Contract Coordinator: OCFA/Property Management (714) 573-6470
- Contract Officer: Steve Klein – Facilities Manager; 714-573-6475; steveklein@ocfa.org

MINIMUM QUALIFICATIONS

- 1) Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing HVAC system repair and maintenance services. Offerors must meet the following minimum requirements to be considered responsive.
 - a. **Include copies of ALL licenses/certifications along with your bid submittal. Certifications, at a minimum will include, as applicable:**
 - i. Johnson Control systems 2.0 and 5.0
 - ii. Metasys V 2.0, 5.0, N-2 legacy, DX9100 controller, UNT controller VMA, Web based NAE and ADS Server, BAC net, and FEC
- 2) Contractor must possess a valid California **C-4 Boiler, Hot-Water Heating System Fitting, C-20 Heating/Air Conditioning, and C-38 Refrigeration**, or other appropriate Contractor's licenses at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
- 3) Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

Offerors must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the submitted proposal to be eliminated from further consideration in the evaluation process.

SPECIFIC REQUIREMENTS – GENERAL RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

Performance Requirements:

Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work, and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo, and employee name at all times during the performance of the work.

Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.

Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.

Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.

OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

Service Requirements:

A. General

- a. Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."
- b. Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.
- c. Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.
- d. Ensure that all work is done only by experienced and professional personnel.
- e. Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.
- f. Ensure that all work properly and neatly fits the adjacent existing materials.
- g. Perform work according to any applicable manufacturer's specifications.
- h. Provide a 24/7 call number for emergency repair work.
- i. Respond in the time required.
- j. Remove and properly dispose of any to-be-replaced materials.

- k. Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

B. Repairs

- a. Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.
- b. Provide an estimate of the repair costs at the hourly rates and materials amounts.
- c. Make approved repairs as soon as possible, but only after department so authorizes.
- d. Verify work has been completed properly and adjacent work is not affected.

Technical Requirements

A. General

- a. The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

i. C-4 - Boiler, Hot Water Heating and Steam Fitting Contractor

- (a) A boiler, hot-water heating and steam fitting contractor installs, services and repairs power boiler installations, hot-water heating systems and steam fitting, including fire-tube and water-tube steel power boilers and hot-water heating low pressure boilers, steam fitting and piping, fittings, valves, gauges, pumps, radiators, convectors, fuel oil tanks, fuel oil lines, chimneys, flues, heat insulation and all other equipment, including solar heating equipment, associated with these systems.

ii. C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor

- (a) A warm-air heating, ventilating and air-conditioning contractor fabricates, installs, maintains, services and repairs warm-air heating systems and water heating heat pumps, complete with warm-air appliances; ventilating systems complete with blowers and plenum chambers; air-conditioning systems complete with air-conditioning unit; and the ducts, registers, flues, humidity and thermostatic controls and air filters in connection with any of these systems. This classification shall include warm-air heating, ventilating and air-conditioning systems which utilize solar energy.

iii. C-38 – Refrigeration Contractor

- (a) A refrigeration contractor constructs, fabricates, erects, installs, maintains, services and repairs refrigerators, refrigerated rooms, and insulated refrigerated spaces, temperature insulation, air-conditioning units, ducts, blowers, registers, humidity and thermostatic controls for the control of air, liquid, and/or gas temperatures below fifty degrees Fahrenheit (50), or ten degrees Celsius (10).

- iv. Limited specialty is a specialty contractor classification limited to a field and scope of operations of specialty contracting for which an applicant is qualified other than any of the specialty contractor classifications listed and defined in this article.

- v. An applicant classified and licensed in the classification Limited Specialty shall confine activities as a contractor to that field or fields and scope of operations set forth in the application and accepted by the Registrar or to that permitted by Section 831.
- vi. Upon issuance of a license, the Registrar shall endorse upon the face of the original license certificate the field and scope of operations in which the licensee has demonstrated qualifications.
- vii. A specialty contractor, other than the specified license as specified, may perform work within the field and scope of the operations of the provided Classification, provided the work is consistent with established usage and procedure in the construction industry and is related to the specialty contractor's classification.

B. Subcontractors

- a. The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- b. The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- c. Subcontractor(s) must meet all insurance requirements of the prime contractor.

C. Specialized Equipment

- a. Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- b. Provide the necessary safety equipment.
- c. Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work at all times in a manner which will not interfere with normal OCFA operations.

Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

Safety:

Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.

Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.

Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.

Contractor shall must restrict access to the designated areas and parking spaces under the performance of the contract.

Contractor and its employees shall not enter areas of the facilities not specifically included in this specification for services.

Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA; and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

Additional Information:

This contract is for the maintenance and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$10,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

The preceding dollar limitation applies only to ROUTINE requests and does not apply to EMERGENCY or URGENT requests; OCFA may choose to award EMERGENCY or URGENT jobs as is in OCFA's best interests.

The OCFA may also conduct regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

SECTION III: GENERAL INSTRUCTIONS TO OFFERORS

ACCEPTANCE PERIOD

Unless otherwise specified herein, proposals are firm for a period of one hundred eighty (180) days.

AMENDMENT OF REQUEST FOR PROPOSAL

The offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time. Amendments (addendums) may be obtained from the OCFA website at: www.ocfa.org. It is the offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Any interested offeror s without Internet access may obtain a copy of this solicitation by calling (714) 573-6640, or a copy may be picked up during regular business hours. OCFA takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.

AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, OCFA reserves the right to:

1. Conduct pre-award discussion or pre-award negotiations with any or all responsive responsible proposals; or
2. Request that the offeror furnish additional information; or
3. Accept or reject any or all proposals, or portions thereof; or
4. Issue multiple awards, if it is in the best interest of the agency; or
5. Limit and/or determine the actual contract services to be included in the contract; or
6. Reissue the Request for Proposal.

The OCFA reserves the unilateral right to modify or amend this RFP in writing at any time for any reason the OCFA determines to be in its best interest. The OCFA also reserves the right to cancel or reissue the RFP at its sole discretion. OCFA reserves the right to accept or reject any or all proposals and the right to waive minor irregularities in any proposal. Waiver of one irregularity does not constitute waiver of any other irregularities.

A response to this Request for Proposal is an offer to contract with OCFA based upon the terms, conditions and scope of work contained in OCFA's Request for Proposal. Proposals do not become contracts unless and until they are executed by the OCFA. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed upon terms and conditions in the Contract documents. Award will be made to the offeror submitting the most advantageous proposal after consideration of all Evaluation Criteria set forth in this solicitation. An Evaluation Committee will be established by the OCFA. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. OCFA reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The award will be made in the best interests of OCFA after all factors have been evaluated.

AWARD SELECTION PROCESS

Selection of qualified offerors will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; price proposal; support and services; qualifications and experience with similar types of efforts; and references. Additional questions may be asked of offerors and demonstrations may be conducted. Offerors will be notified of any additional required

information or demonstrations after the written proposals have been evaluated. The recommendation will be made to the Executive Board of Directors, once the contract(s) are approved, the offeror(s) selected will enter into contract with the OCFA.

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, offeror is required to complete the Party and Participant Disclosure Forms provided in Appendix F of this RFP and submit as part of the proposal, if applicable. Offeror is required to submit only one copy of the completed form(s) as part of its proposal. This/these form(s) should be included in the original proposal. The offeror and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the offeror in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the OCFA Board of Directors takes action.

CONTRACTORS LICENSING REQUIREMENTS

Contractor shall possess a valid California **C-4/C-20/ C-38** or other appropriate Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful contractor 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 proposal. The contractor 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 contractor 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 contractor s must possess proper licenses for performance of this contract at the time of 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 submittal by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the proposal documents to be nonresponsive, and the OCFA shall reject the proposal. The OCFA shall have the right to request evidence of all valid license(s) currently held by the contractor and each of the subcontractors listed in the proposal before awarding the contract. contractors 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 an 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 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 proposal 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 offer, 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 proposal 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 Federal Regulations (CFR) and Executive Order 12549.

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each offeror will be screened at the time of RFP response to ensure respondent, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 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.

OCFA will verify respondent, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of offerors located at www.sam.gov.

DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the contractor must designate the name and location of each subcontractor who will perform work or render services for the prime contractor in an amount that exceeds one-half of one percent (.05%) of the contractor's total offered amount, as well as the portion of work each such subcontractor will perform at the time the proposal is submitted. Pursuant to Public Contract Code Section 4104, the OCFA has not implemented 3(A) which would allow contractors an additional twenty-four (24) hours (after the deadline for submission of proposals) to submit the information about each subcontractor.

CANCELLATION OF SOLICITATION

The OCFA may cancel this solicitation at any time.

CERTIFICATION

By signature on the Offer/Price Page, Certification of Submittal page, solicitation Amendment(s), or cover letter accompanying the submittal documents, offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- C. The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The offeror hereby certifies that the individual signing the submittal is an authorized agent for the offeror and has the authority to legally bind the offeror to the Contract.
- E. The offeror hereby certifies, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

CONFIDENTIAL INFORMATION

All responses to this RFP become the property of OCFA and will be kept confidential until such time as recommendation for award of a contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its proposal is exempt from public disclosure, such portion may be marked "confidential." OCFA will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data and information. Proposals marked "confidential" in their entirety will not be honored and OCFA will not deny public disclosure of all or any portion of proposals so marked. By submitting information with portions marked "confidential", the respondent represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse OCFA for, and to indemnify, defend and hold harmless OCFA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to OCFA's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, OCFA may request that the contractor /respondent directly defend any action for disclosure of any information marked confidential.

COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, and other laws relative thereto.

DELIVERABLES REQUIRED OF SUCCESSFUL OFFEROR

The successful offeror shall submit the following items to the Assistant Purchasing Agent or designee ***within ten (10) days of initiation of the contract award***:

- A. Sign and enter into a Maintenance Services Agreement (PSA) with the Orange County Fire Authority, (*See Exhibit 1 – Sample Contract*).
- B. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming OCFA as an additional insured (see Section 6 of Exhibit "1") for detailed insurance requirements).

DISCUSSIONS

The OCFA reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

DISQUALIFICATION OF OFFEROR(S)

If there is reason to believe that collusion exists among the offerors, OCFA may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a offeror, or who has quoted prices on materials to an offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other offerors. Reasonable grounds for believing that any offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which an offeror is interested. If there is reason to believe that collusion exists among the offerors, OCFA may refuse to consider Proposals from participants in such collusion. Offerors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Assistant Purchasing Agent. Offeror may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Appeal must be submitted within seven (7) calendar days of the date of notification of recommended award or denial of award.
3. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure of OCFA to follow the selection procedures and adhere to the requirements as specified in the RFP or any addenda or amendments.
 - b. A violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.

EXECUTION OF CONTRACT

The RFP, the offeror's proposal, and the resulting purchase order will become incorporated as the complete contract. The successful offeror shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the offeror after the OCFA executes the contract(s). In case of failure of the offeror to execute and return the contract and all required documents within the time allowed, the OCFA may, at its option, consider that the offeror has/have abandoned the contract.

INSPECTION OF SITE/NON-MANDATORY PRE-PROPOSAL MEETING

Each prospective contractor is responsible for becoming familiar with the conditions of the project site to fully understand the facilities, conditions, difficulties and restrictions which may impact the services provided to the project. Attendance by a representative of each prospective contractor at the pre-proposal meeting as stated in the RFP is encouraged.

EXPERIENCE AND COMPETENCY

The successful offeror shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful offeror shall also have **no less than five (5) years' experience in the magnitude and character of the work proposal**. Each offeror shall provide information about experience with the proposal. To determine the degree of responsibility to be credited to the offeror, OCFA will weigh any evidence that the offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible offeror, consideration will be given not only to the financial standing, but also to the general competency of the offeror for the performance of the work specified in the contract documents.

FAMILIARIZATION OF SCOPE OF WORK

Before submitting a proposal, each offeror shall familiarize themselves with the scope of work, laws, regulations and other factors affecting contract performance. The offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

INDEMNIFICATION

Offeror 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 offeror's violation of any existing or future state, federal, and local laws, ordinances, regulations, orders or decrees pertaining to offeror's submittal.

Offeror 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 (offeror's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of offeror shall be reduced by an amount proportional to the active negligence of the OCFA, if any.

Offeror 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, or 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 offeror or any subcontractor or others performing on behalf of offeror.

The OCFA does not, and shall not waive any rights against offeror 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 hold harmless agreements by offeror 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 offeror or any subcontractor or others performing on behalf of offeror, whether or not such insurance policies are applicable.

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

In the event that offeror and the OCFA are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of offeror, or by a dangerous condition of the OCFA's property created by offeror or existing while the property was under the control of offeror, offeror 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.

INDEPENDENT CONTRACTOR

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of OCFA. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of OCFA.

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 proposal 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. Contractor 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.

DRUG FREE WORKPLACE

OCFA recognizes that the maintenance of a drug-free workplace is essential to the safety and welfare of its employees. This policy establishes OCFA programs and practices that promote and support a Drug-Free Workplace Act of 1998.

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 provision 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. Contractors 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 contractor.

This information is available at the Department of Industrial Relations website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractors 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/Public-Works/PublicWorksEnforcement.html>.

WORKERS' COMPENSATION CERTIFICATION FORM

Each respondent 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.

INQUIRIES

Any question related to the Request for Proposal shall be directed to the Assistant Purchasing Agent, Rothchild Ong. Questions and comments regarding this solicitation must be submitted in writing, either by

mail to the Assistant Purchasing Agent, Orange County Fire Authority, 1 Fire Authority Road Bldg. C, Irvine, California, 92602, faxed to (714) 368-8845 or e-mailed to: rothchildong@ocfa.org, no later than ten (10) days before the Submittal Deadline. The questioner's business name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding. Answers will be sent to all known proposal holders.

INSURANCE

Offeror shall not commence work under this contract until he/she has obtained all insurance required under section 6 of Exhibit "1" and the insurance has been approved by the OCFA as to form, amount, and carrier, nor shall offeror allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved. All insurance documents need to be provided 10 days prior to the start of work so there is enough time for review and resolution of any issues to preclude delay of the work. Either the failure of offeror 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 offeror 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. 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 offeror 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.

Offeror 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.

INTERPRETATION OF CONTRACT DOCUMENTS

If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he/she may submit to the Orange County Fire Authority a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to OCFA Purchasing Section Attn: Rothchild Ong, Assistant Purchasing Agent, by mail at: 1 Fire Authority Road Bldg. C, Irvine, California, 92602, by e-mail rothchildong@ocfa.org, or by facsimile to (714) 368-8845 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When OCFA considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by OCFA as having received contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each offeror to ensure the OCFA has their correct business name and address on file. Any prospective offeror who obtained a set of contract documents from anyone other than OCFA is responsible for advising OCFA that they have a set of contract documents and wish to receive subsequent Addenda.

KEY PERSONNEL

It is essential that the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The offeror must agree to assign specific individuals to the key positions.

- A. The offeror agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to OCFA.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the offeror shall immediately notify OCFA, and shall, subject to the concurrence of OCFA, replace such personnel with personnel of substantially equal ability and qualifications.

LATE PROPOSALS

Late proposals will be rejected and not opened.

NEGOTIATIONS

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the OCFA deems that negotiations are not progressing, OCFA may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

NOTICE OF INTENT TO AWARD

A notification of Intent to Award will be sent to the offeror selected.

OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to Assistant Purchasing Agent less than five (5) working days before the RFP due date. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, OCFA requires an offer in response to this solicitation to be valid and irrevocable for one-hundred eighty (180) days after the proposal due date and time.

PRE-PROPOSAL CONFERENCE

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Written minutes and/or notes will not be available; therefore attendance is encouraged. If an offeror is unable to attend the Pre-Proposal Conference, questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Assistant Purchasing Agent. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to OCFA at this meeting. OCFA will then determine the appropriate action necessary, if any,

and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

PREPARATION OF PROPOSAL

- A. All proposals shall incorporate the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. The Proposal form and any solicitation amendments must be signed and returned with the proposal. The forms submitted shall be signed by a person authorized to submit an offer. An authorized signature on the Proposal form, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide services specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- C. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- D. Periods of time, stated as a number of days, shall be in calendar days.
- E. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- F. OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- G. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

PROPOSAL OPENING AND RESULTS

Please note that there will be no public opening of proposals. The list of offerors participating in the solicitation will be available when the recommendation for award(s) is made.

PROPOSAL/ SUBMITTAL FORMAT

One (1) original hard copy original, one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on Digital Media), of each proposal should be submitted as specified in the RFP. The original copy of the proposal should be clearly labeled "Original". The material should be in sequence according to the RFP. The sections of the submittal should be clearly identifiable, including all the items listed in the Proposal Requirements, the completed Offer Form, and all signed Amendments if required. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

If you elect to submit your proposal electronically through Planet Bids, no additional copies or digital media will be required (Preferred).

PUBLIC RECORD

All proposals submitted in response to this Request for Proposal shall become the property of OCFA and shall become a matter of public record available for review subsequent to the award notification.

WHERE TO SUBMIT PROPOSALS

In order to be considered, the offeror must complete and submit its proposal to OCFA Purchasing Office at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

WITHDRAWAL OF PROPOSAL

At any time prior to the specified solicitation due date and time, a offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

SECTION IV: GENERAL TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS

Except as noted hereunder, successful offeror may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent from the OCFA.

ATTORNEY FEES

In the event a lawsuit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF ORANGE COUNTY FIRE AUTHORITY

Subject to the power and authority of the OCFA as provided by law in this contract, the OCFA shall in all cases determine the quantity, quality, and acceptability of the work, provided under this contract. The OCFA shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the offeror hereunder.

CANCELLATION OF THE CONTRACT

Without cause, the OCFA may cancel this contract at any time with thirty (30) days written notice to the offeror. With cause, the OCFA may cancel this contract at any time with ten (10) days written notice to the offeror. Cancellation for cause shall be at the discretion of the OCFA and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful offeror may not cancel this contract without prior written consent of the Assistant Purchasing Agent.

CHANGES IN WORK

The OCFA may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the OCFA may find necessary or desirable. The offeror shall not claim forfeiture of contract by reasons of such changes by the OCFA. Changes in work and the amount of compensation to be paid to the offeror for any extra work as so ordered shall be determined in accordance with the unit prices of offeror's proposal.

COMPLIANCE OR DEVIATION TO SCOPE OF WORK/SERVICES

Offeror hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the offeror's response. Offeror may submit an attachment entitled "Exceptions to Specifications", which must be signed by offeror's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive.

CONTRACT INCORPORATION

This contract embodies the entire contract between the OCFA and the offeror. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions

of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of offeror's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract. Offeror's signed proposal and the OCFA's written acceptance shall constitute a binding contract.

FORCE MAJEURE

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the offeror, the offeror shall notify the OCFA, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Neither party to the agreement shall be held responsible for delay or default for causes shown above which is beyond that party's reasonable control. The OCFA may terminate the agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement.

LACK OF FUNDING

The OCFA may cancel any additional terms of this contract without further obligation in the event that budgetary funding has been discontinued. The offeror shall receive written notification or either condition as soon as practically possible, but no later than thirty (30) days prior to termination.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS

The offeror shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

LAWS GOVERNING CONTRACT

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in the State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY

If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO

The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SUBCONTRACTING

If any offeror(s) submits a proposal with subcontracting portions of the engagement, that fact must be clearly identified in the proposal and the name of the proposed subcontracting business must be provided.

Following the award of the actuarial services contract, no additional subcontracting will be allowed without the express prior written consent of the OCFA.

TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the OCFA, with or without cause, upon giving thirty (30) days written notice. The OCFA, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the OCFA shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the OCFA before the effective date of termination.

The OCFA reserves the right to terminate the whole or any part of this Contract due to the failure of the offeror to carry out any term or condition of the Contract. The OCFA will issue a written ten (10) day notice of default to the offeror for acting or failing to act as specified in any of the following:

In the opinion of the OCFA, the offeror provides personnel that do not meet the requirements of the Contract;

In the opinion of the OCFA, the offeror fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the OCFA, the offeror attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The offeror fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the OCFA, the offeror fails to make progress in the performance of the requirements of the Contract;

The offeror gives the OCFA a positive indication that the offeror will not or cannot perform to the requirements of the Contract.

Each payment obligation of the OCFA created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the OCFA and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the OCFA at the end of the period for which funds are available.

The OCFA will endeavor to notify the offeror in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the OCFA in the event this provision is exercised, and the OCFA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

UNFORESEEN DIFFICULTIES

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the offeror, except as may be otherwise specifically provided by the contract documents.

SECTION V: PROPOSAL REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified. Proposals will only be accepted from offerors that meet the minimum qualifications. All offerors are expected to provide detailed answers to the proposal requirements listed below. The answers provided will be relevant in the evaluation process of the proposal. Additional information, if provided, should be separately identified in the proposal.

Proposals (submittals) shall include, at a minimum, the following:

- 1) **Transmittal letter:** Letter should be on the offeror's letterhead. The letter should be signed by the Prime Contractor or in the case of a joint venture or other joint-prime relationship; an officer of each venture partner shall sign on behalf of the proposing offeror. The letter should explain the offeror's understanding, approach and strategy for achieving the objectives outlined in the scope of work. The letter must be signed by an individual authorized to bind the offeror.
- 2) **Offeror's detailed information:** Provide a brief profile of the offeror including background and size, professional credentials, the types of services offered, the year founded, form of organization (corporation, partnership, sole proprietorship), including number of years in business, location of office(s), number of employees, and number of clients you have currently. An organizational chart, displaying name of owners and principal parties, number and position titles of staff should also be provided. Please complete the Appendix A - Offeror's Information.
- 3) **Ability to meet General Requirements:** Based on the requirements listed on pages 6 - 18 and on the provided attachment, demonstrate how your business can meet OCFA requirements. This information will be considered during the evaluation process.
- 4) **Relevant Experience:** Offerors shall demonstrate experience in performing HVAC maintenance and repair services. Knowledge of public agency needs is desirable and should be specifically cited for consideration.
 - a. Describe prior work experience.
 - b. Describe the industries, specific issues, and government agencies (if any) your business has performed HVAC Repair and Maintenance Services for.
 - c. Provide a list of the municipal agencies your business has worked with during the past five years. Provide the following information for three agencies which are similar in size and scope to the project requested by this proposal:
 - i. Name, address and telephone of the agency
 - ii. Time period for the project
 - iii. Brief description of the scope of the services provided
 - iv. Person to contact for a reference
- 5) **List of References:** Describe the process and experience of five (5) other projects performed entirely by the offeror. Please complete Appendix B include the agency contact, email address and telephone number, with an explanation as to the level of effort. These agencies may be contacted as references.
- 6) **Questionnaire:** Please complete the provided Appendix C – Questionnaire.
- 7) **Offer/Cost Proposal:** The pricing should include the total price proposed to accomplish all the performance and deliverables requested by the OCFA, and offered by your company, in this RFP. See the Appendix D - Price proposal page included in the RFP document. Please provide your

Offer/Cost Proposal as Attachment B with your submittal in a separate envelope or as a the cost file thorough the online bidding system.

- 8) **Certification Page:** Provide an Appendix E – Certification of Proposal with authorized signature.
- 9) **Party Participant and Agent Disclosure Forms:** 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, offeror is required to complete the Party and Participant Disclosure Forms provided in Appendix F of this RFP and submit as part of the proposal, if applicable.
- 10) **Contractor's Licensing Statement:** Please complete the provided Appendix G – Contractor's Licensing Statement.
- 11) **List of Subcontractors:** Please complete the provided Appendix H – List of Subcontractors if subcontractors will be assigned to this project.
- 12) **Certification of Non-Discrimination by Contractors:** Provide an Appendix I – Certification of Non-Discrimination by Contractors with authorized signature.
- 13) **Debarment and Suspension Certification:** Provide an Appendix J – Debarment and Suspension Certification with authorized signature.
- 14) **Prevailing Wage Certification:** Provide an Appendix K – Prevailing Wage Certification with authorized signature.
- 15) **Worker's Compensation Insurance Certification:** Provide an Appendix L – Worker's Compensation Insurance Certification with authorized signature.
- 16) **W-9:** Provide an IRS W-9 Form with submittal.

SECTION VI: EVALUATION OF PROPOSALS AND NEGOTIATIONS

Proposals must fully address the evaluation factors; contain references and data to verify qualifications and experience that address the offeror's ability to provide services and deliverables as outlined in the scope of work. All proposals will be reviewed by an evaluation committee comprised of OCFA staff for compliance with the scope of work including documented capability to perform the prescribed work in a satisfactory manner. Respondents should respond to all requirements in the order in which they are presented. Proposals, which appear to be compliant, will be evaluated in accordance with the following:

- A. *Method of Approach (maximum points 30)*** - This set of criteria assesses how well the offeror responds to and demonstrates understanding of the RFP. It assesses how well the service meets the required specifications and objectives in the solicitation including the quality and completeness of the proposal.
 - Overall responsiveness and completeness of the proposal.
 - Thoroughness of responses and demonstrated understanding of the requirements.
 - How well the proposal meets the needs of the OCFA.
 - Ability to meet general requirements
- B. *Qualifications & Experience (maximum points 35)*** - The offeror's history of performance and demonstrated ability in providing the service will be assessed in addition to the qualifications and experience of key-personnel assigned to the project team and relevant experience of the offeror.
 - Offeror's presentation of a qualified team, relevant design methodology, ability to communicate effectively and a demonstrated success in similar past projects.
 - Relative allocation of resources in terms of quality and quantity, to key tasks; time commitment to OCFA's needs.
- C. *Communications & Resources (maximum points 10)*** – The offeror's ability to communicate and provide resources to OCFA. Demonstration of offeror's resources, presence, and experience with other clients, ability to respond to requests in a timely manner.
- D. *Proposed Costs (maximum points 25)*** - The lowest price proposal will not necessarily be selected. OCFA is looking for the best value versus the lowest price. While cost is important, other criteria are also significant and the OCFA may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. OCFA may request a best and final offer from the top ranking offerors for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS

A. *Shortlist:*

OCFA reserves the right to shortlist the offerors on all of the stated criteria. OCFA may determine that short listing is not necessary.

B. *Interviews/Demonstrations:*

OCFA reserves the right to conduct interviews and/or demonstrations with some or all of the offerors at any point during the evaluation process. However, OCFA may determine that interviews/demonstrations are not necessary. In the event interviews/demonstrations are conducted, information provided during the interview/demonstration process shall be taken into consideration when evaluating the stated criteria. OCFA shall not reimburse the offeror for the costs associated with the interview process. Demonstrations will be held at a time and place specified by OCFA. The offeror's key project team members will be invited to attend the interview/demonstration. The interviews will last approximately 60 minutes, with the time allocated between offeror's presentation and question and answer period. The offerors should be prepared to discuss at the interview, their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent things that distinguish your business from others.

Interview/Demonstration Rating Criteria:

The following criteria and points will be used in evaluating and rating the short-listed offerors.

- Interview/Questions 25 points

The score achieved from the interview will be combined with the scoring for the initial evaluation, for a total. It is OCFA's intent to commence negotiations with the offeror(s) deemed most advantageous. OCFA reserves the right to re-evaluate the written proposal in light of any additional information provided in the interview.

C. *Additional Investigations:*

OCFA reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. *Prior Experience:*

Previous experiences with the proposer may be taken into consideration when evaluating qualifications and experience.

E. *Overall Evaluation of the Proposal Response:*

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

F. *Post-Proposal Discussions with Offerors:*

OCFA reserves the right to conduct post-proposal discussions with any offeror(s).

The offeror with the best ranking after negotiations will be recommended for award of the contract. When the evaluation team has completed its review of the proposals and the finalized the negotiated the best and final offer, the Purchasing Department will send a Notice of Intent to Award to the successful offeror. The award may be subject to OCFA Executive Committee approval.

APPENDIX A - OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Business Legal Name:		
Business Parent or Ownership:		
Address:		
Business Telephone No.	Business Fax No.	
Business Tax I.D. Number:	CSLB License Number:	DIR Registration Number:
Legal form of company: (partnership, corporation, joint venture)		
Length of time your business has been in business:	Length of time at current location:	
Number of employees and Number of Current Clients		

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).

Name:	Title:
Telephone No.:	E-mail:

Person responsible for the day-to-day servicing of the account:

Name:	Title:
Telephone No.:	E-mail:

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix F).

***For additional information please see page 20 "Campaign Contribution Disclosure".**

APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your business that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	

APPENDIX C – PROPOSAL QUESTIONNAIRE

In addition to the written proposal that demonstrates the Respondent's understanding of the RFP, each Respondent shall also provide the following information. Social media links, brochures, advertisements, or the like will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

1. Provide information that demonstrates the competence of your business to provide the HVAC system repair and maintenance services as documented in the RFP. Include any certifications, training completed, licenses or specializations.
2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting. Include information in regard to your approach and strategy to address these different settings and service requirements.
3. What is your experience repairing or serving HVAC Systems with Johnson Controls systems? Please be specific to your experience with Metasys 2.0 and 6.0 systems and describe a repair and/or service you have completed on this type of system in the last 12 months.
4. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.
5. Are you able to provide emergency repairs? Emergency repairs are defined as a response to alleviate the problem within 24 hrs. What is your average response time to an emergency? Are your vehicles equipped with GPS trackers to update location and status of technicians?
6. Provide information on how services are scheduled. Include your on-call response time following telephone notification and explain how service calls are received and handled. Also provide a description of any automated processes involved.
7. Provide a sample work order and information on how the quality of services are monitored. Include any checklists or other tracking methods to insure all services requested have been completed.
8. Please describe your warranty terms for repair, parts, and service. Include your process for resolution in the case that any deficiencies are identified.
9. Please provide information on the number of personnel available to provide requested services.
10. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.

APPENDIX D - PRICING PAGE

Proposal Costs - The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

Refer to Attachment B to provide line item pricing. Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$10,000 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

"PIGGYBACK" CLAUSE. Offeror shall indicate below if he will extend the same prices, terms, and conditions of the proposal to other public agencies: Yes ____ No _____. Offeror's response to this question will not be considered in award of contract. When the offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts.

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful offeror.

No pricing adjustment will be allowed in the first year of the contract.

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2356 – HVAC System Repair and Maintenance Services**, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. **If there are any exceptions they must be stated in an attachment included with the offer.**

- A. The offeror hereby certifies that the individual signing the submittal is an authorized agent for the offeror and has the authority to legally bind the offeror to the Contract. Signature below verifies that the offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, business or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

Name of Business

Address

City

State

Zip

Signature of Person Authorized to Sign

Date

Printed Name

Title

APPENDIX F

PARTY AND PARTICIPANT DISCLOSURE FORMS

ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE

The attached Party Disclosure Form must be completed and submitted by the offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 15 of this solicitation.

The Participant Disclosure Form must be completed by lobbyists or agents representing the offeror 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(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(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.

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 business 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 offeror 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:
 - (2) Communicates directly, either in person or in writing, with a 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;
 - (3) 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
 - (4) 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 Business 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

Joseph Muller, Chair

City of Dana Point

David Harrington, Director

City of Aliso Viejo

Robert Johnson, Director

City of Cypress

Michele Steggell, Director

City of La Palma

Sandy Rains, Director

City of Laguna Niguel

Neeki Moatazedi*, Director

City of Lake Forest

Steve Swartz, Director

City of San Clemente

Juan Villegas, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Vince Rossini, Director

City of Villa Park

Eugene Hernandez, Director

City of Yorba Linda

Vacant, Director

County of Orange

Shelley Hasselbrink, Vice Chair

City of Los Alamitos

Elizabeth Swift, Director

City of Buena Park

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Ed Sachs, Director

City of Mission Viejo

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias, Director

City of San Juan Capistrano

Vacant*, Director

City of Seal Beach

Leticia Clark, Director

City of Tustin

Tri Ta, Director

City of Westminster

Lisa Bartlett, Director

County of Orange

APPENDIX G**CONTRACTOR'S LICENSING STATEMENT**

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor 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 _____

APPENDIX H

LIST OF SUBCONTRACTORS

Contractor 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 contractor in or about the work in an amount in excess of one-half of one percent (0.5%) of contractor's total bid and the kind of work that each will perform. Furthermore, contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., if contractor fails to list as to any portion of work, or if contractor lists more than one subcontractor to perform the same portion of work (i.e. contractor must indicate what portion of the work each subcontractor will perform), contractor must perform that portion itself or be subjected to penalty under applicable law.

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

APPENDIX I**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 business 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 business 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.

Business Name _____

Signature _____

Printed Name/Title of Business Representative _____

Date _____

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

APPENDIX J**DEBARMENT AND SUSPENSION CERTIFICATION****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Contractor, 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 contractor 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.

Business Name _____

Signature _____

Printed Name/Title of Business Representative _____

Date _____

APPENDIX K

PREVAILING WAGE CERTIFICATION

RFP RO2356

HVAC System Repair and Maintenance Services

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 _____

APPENDIX L

WORKER'S COMPENSATION INSURANCE CERTIFICATION

RFP RO2356

HVAC System Repair and Maintenance Services

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 in 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.)

EXHIBIT 1

SAMPLE MAINTENANCE SERVICES AGREEMENT

**ORANGE COUNTY FIRE AUTHORITY
HEATING, VENTILATION, AIR CONDITIONING MAINTENANCE AND REPAIR
SERVICES AGREEMENT**

THIS AGREEMENT FOR HEATING, VENTILATION, AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this 25th day of July, 2019 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Harbor Pointe A/C & Controls Systems Inc., a California Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to provide HVAC maintenance and repair services at the OCFA Regional Fire Operations and Training Center (RFOTC) located at 1 Fire Authority Rd. Irvine, CA 92602, fire stations, and other properties.

B. Contractor has submitted to OCFA a proposal to provide such scheduled maintenance services dated April 25, 2019, as modified by its Best and Final Offer, dated June 21, 2019, copies of which are maintained on file with the Clerk of the Authority, and both of which are incorporated herein by this reference ("Contractor's Proposal").

C. OCFA desires to retain Contractor to provide such HVAC maintenance and repair services

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those HVAC maintenance and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Contractor warrants that all HVAC maintenance and repair Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

1.2 Contract Documents.

This Agreement shall consist of the following: (1) this Agreement, inclusive of Exhibit "A"; (2) OCFA Request for Proposals Number RO2356 (the "RFP"), and (3) Contractor's Proposal. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) this Agreement, (2nd) the RFP, and (3rd) Contractor's Proposal.

1.3 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.4 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the

location or locations at or with respect to where the Services or Work is to be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

1.8 Non-Exclusive Agreement.

Contractor acknowledges that OCFA may enter into agreements with other contractors, consultants, or vendors for services similar to the Services that are the subject of this Agreement. Contractor further acknowledges that OCFA may have its own employees perform services similar to the Services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an annual amount not to exceed \$250,000 (Two Hundred Fifty Thousand Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

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

2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations.

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

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by

Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

3.3 Force Majeure.

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

4. COORDINATION OF WORK

4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Sammi Perez, CFO/Operations Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term

of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

4.2 Contract Officer.

The Contract Officer shall be Steve Klein, Facilities Manager, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of

Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

4.5 Employee Retirement System Eligibility Indemnification.

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

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall

not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements.

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

5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements.

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual

liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days’ prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds

under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Work under this Agreement who are brought onto or involved in the Work by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided

in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the OCFA for review.

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor

shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory

performance. In the event Contractor fails to cure its default within such period of time, OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or

segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice.

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

Orange County Fire Authority
Attention: Steve Klein
1 Fire Authority Road
Irvine, CA 92602

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

To Contractor:

Harbor Pointe A/C & Controls
Attention: Sammi Perez
20914 Bake Parkway
Lake Forest, CA 92630

10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.8 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY


Date: _____

By: _____

Debbie Casper, Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: 
DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Authority

Date: July 18, 2019

"CONTRACTOR"

HARBOR POINTE A/C & CONTROLS

Date: _____

By: _____
Sammi Perez, Chief Financial Officer

Date: _____

By: _____
Greg Perez, Chief Executive Officer

EXHIBIT A



Orange County Fire Authority

RFP RO2356 HVAC System Repair and
Maintenance Services

Due: 11am Thursday April 25, 2019

*720 South Richfield Road • Placentia • CA 92870
Office: (949) 859-6101 • 1-800-377-7911 • Fax: (949) 859-6153
License No. 683516*

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Harbor Pointe A/C Employee Handbook Attachment
Refrigeration Supplies Distributor/Total Control

17. Appendix J Debarment and Suspension Certification

Harbor Pointe
Refrigeration Supplies Distributor/Total Control

18. Appendix K Prevailing Age Certification

Harbor Pointe
Union Wage and Benefit Schedule for LA and Orange Counties

19. Appendix L Worker's Compensation Insurance Certification

Harbor Pointe
Copy of Certificate Liability and Workers Compensation – OCFA
EMR Letter from Insurance Broker
Refrigeration Supplies Distributor/Total Control
Copy of Certificate Liability, Workers Compensation, Errors and Omissions

20. W-9 Form

Harbor Pointe

Section 1



April 25, 2019

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

RFP RO2356 HVAC System Repair and Maintenance Services
Due 11 a.m. Thursday April 25, 2019

Attention: Facilities Management

Since 1989, Harbor Pointe Air Conditioning & Control Systems, Inc. has served businesses in Orange County as well as parts of Los Angeles and Riverside counties. Over the years, Harbor Pointe has grown to become a trusted name in HVAC-R Service, Installations, Energy Management, Retrofitting, and Maintenance within the industry. The key to our success is through building professional relationships with clients and our responsiveness tailored to their individual needs.

Harbor Pointe primarily works on Commercial, Medical, Institutional and Municipal buildings. We offer an expertise in large systems including Central Plant Chiller operations and Control Systems. Our Service Department is completely computerized for GPS monitored dispatch with satellite assistance, equipment history and maintenance schedules. Service is available 24 hours a day, seven days a week with a direct connection to the On-Call Mechanics through our after-hours service. We have thirty years of experience working with Local, State and Federal government agencies. Prevailing wage, certified payroll, safety compliance, and background checks are apart of our every day business due to the clients we serve.

Response is what to expect from Harbor Pointe. You will experience same day dispatch on service calls. Emergency Service calls are met within two hours for our clients. Our team responds quickly and effectively, ensuring client comfort, quality and fair pricing are the primary goals we strive for each day. Our maintenance and service managers work with each facility in tailoring and implementing their maintenance program to increase efficiency and extend the life of the equipment. Our Installation department manages both New and Retrofit Installations from start to finish with professionalism and timely completion of each job. We also offer alternate support such as water treatment, piping insulation and rental of portable air conditioning equipment from one ton to temporary chillers.

Our Mechanics are well trained and certified through Local Union 250 Steam-Refrigeration-Air Conditioning-Pipe Fitters. Our Mechanics test into and enter a five-year Apprenticeship program with classroom and hands on training by Journeymen before being called a Journeyman themselves. Should the Mechanic choose, it is another ten-year program to be called a Lifetime Certified Journeyman with even further education to be called a Foreman. As a business oriented towards serving others, we regard the mechanics in our team as the most important asset. We strongly encourage continual education

720 South Richfield Road • Placentia • CA 92870
Office: (949) 859-6101 • 1-800-377-7911 • Fax: (949) 859-6153
License No. 683516



either through the Union, the Manufacturer or Technical Certification classes to stay current on the changing technology within the industry.

Our Journeymen Service Technicians have decades upon decades of experience, including

Energy Management Systems – Metasys, CCN, VVT, Pneumatic, Electronic, Pelican, DDC and VFDs, Speed Drives

Chillers – reciprocating, rotary, centrifugal, process

Roof Top Box Car Style Air Handlers

Package – Computer Room Air Conditioning, Split Systems, Modular Heat Pumps, Air cooled, Water Cooled Fan Coils, Air Handlers

Heating – Gas or Electric Furnaces, Boilers, Heat Exchangers

Refrigeration – Freezers, Walk-ins, Environmental, Laboratory Refrigeration

Condensers – cooling Towers, Evaporative Coolers

Diagnostics

Retrofits

Humidifiers/Dehumidifiers

Air Dryers

Boiler Services

Exhaust fans Ventilation Systems – Positive and Negative pressure

Air Compressors for pneumatic systems

Computerized Control technology is one of the most expensive aspects of an hvac system. We have the experience and capabilities to install, upgrade, service and maintain advanced computer graphic monitored control technology for the purpose of managing energy through building automation. These systems include Early Warning/Early Detection System for computer rooms and air conditioning systems. The monitoring system provides for failure accountability as well as an audit trail of the complex conditions. Harbor Pointe believes in long term functionality that relies upon system flexibility and expandability. We are here to provide a long and efficient life to all aspects of this vital part of a building's comfort and operations.

Harbor Pointe is dedicated in providing safe working conditions for all employees and to promote safety awareness at all levels. Harbor Pointe recognizes its responsibility to furnish a place of employment safe for all employees, to provide safety devices and equipment, mechanical safeguards and to maintain and enforce a program to fulfill this responsibility.

We thank you for considering Harbor Pointe for your HVAC needs,

Greg Perez
President/CEO

Sammi Perez
CFO/Operations Manager

720 South Richfield Road • Placentia • CA 92870
Office: (949) 859-6101 • 1-800-377-7911 • Fax: (949) 859-6153
License No. 683516

Section 2

APPENDIX A - OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Business Legal Name:		
Harbor Pointe Air Conditioning & Control Systems, Inc.		
Business Parent or Ownership:		
Address:		
720 South Richfield Road, Placentia, CA 92870		
Business Telephone No.	Business Fax No.	
657-275-9188	657-275-9357	
Business Tax I.D. Number:	CSLB License Number:	DIR Registration Number:
33-0580849	683516	1000009292
Legal form of company: (partnership, corporation, joint venture)		
Corporation		
Length of time your business has been in business:	Length of time at current location:	
Since 1989, Incorporated in 1993	2 years, previously 23 years in Lake Forest	
Number of employees and Number of Current Clients		
12 employees, 150+ Current Clients.		

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).

Name:	Title:
Sammi D. Perez	CFO/Office Manager
Telephone No.:	E-mail:
O: 657-275-9188, C: 949-235-1642	sdperez@harborpointe.com

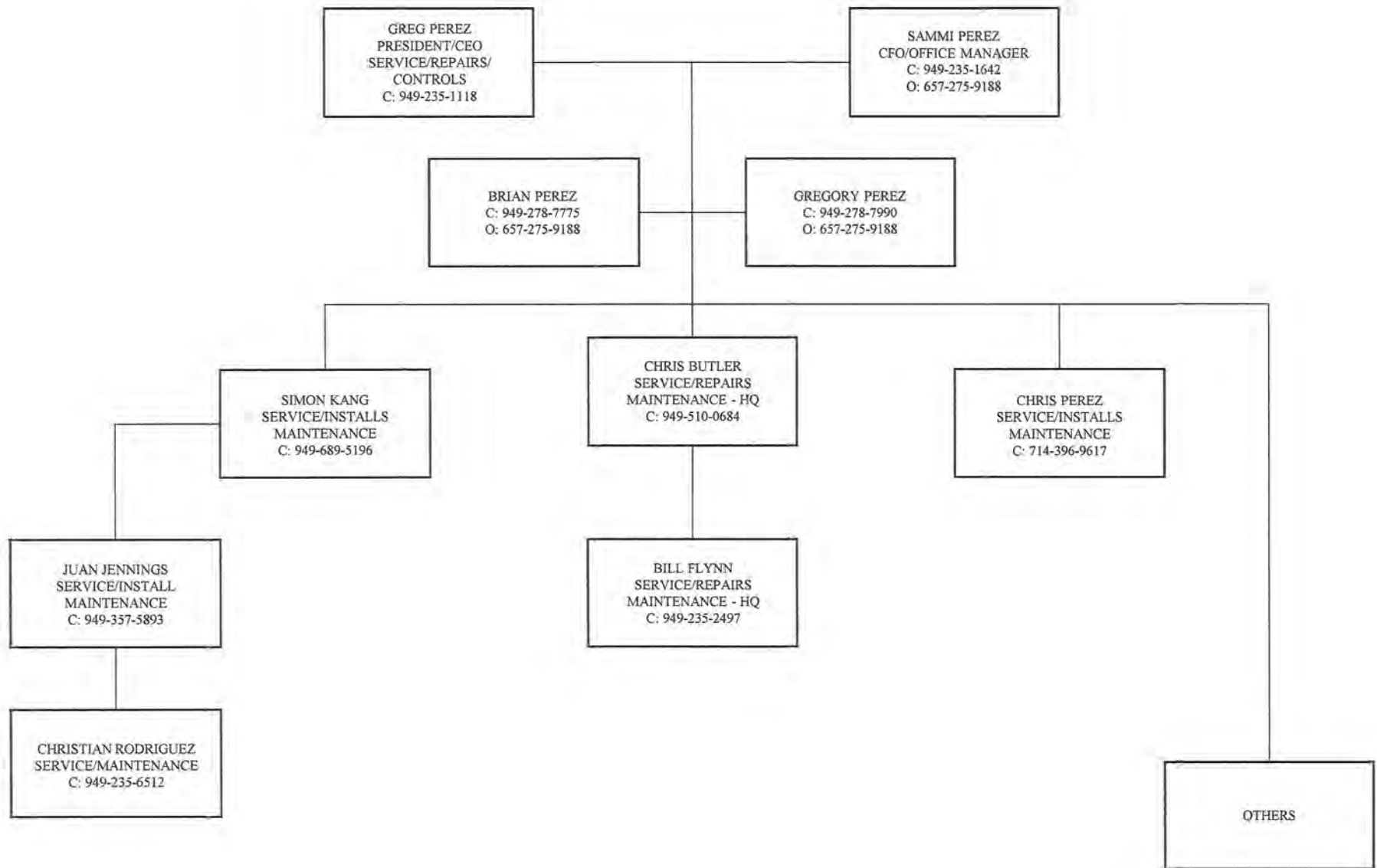
Person responsible for the day-to-day servicing of the account:

Name:	Title:
Simon Kang	Journeyman, Lead Mechanic
Telephone No.:	E-mail:
949-689-5196	Simonkang@harborpointe.com

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix F).

***For additional information please see page 20 "Campaign Contribution Disclosure".**

HARBOR POINTE A/C – ORGANIZATIONAL CHART





Background

Thirty years ago, Harbor Pointe began with three Service Agreements and a background in Institutional HVAC controls having been employed by the HVAC industry leaders of the day Honeywell, Barber Coleman and MCC Powers as well as experience in HVAC problem solving dating back to 1974. We have steadily grown each year to twelve dedicated employees who value our clients as much as we do and approximately 150 accounts where we service and maintain HVAC and Refrigeration equipment. We specialize in Institutional, Municipal and Commercial facilities.

From the beginning, Harbor Pointe's employees were Union trained but it was not until 2007 we rejoined the Union to provide our younger Mechanics with further education and skills, we felt they could only receive as graduates of the Union Apprenticeship and Journeyman programs.

Harbor Pointe has worked in all facets of the HVAC industry. We are trained and certified in controls from Pneumatics, Carrier VVT and on into the modern era of Metasys and Pelican control systems. We are problem solvers dedicated to our client's comfort and their Building Operations as well as an acute awareness to being cost effective and budget minded.

Contractor License and business location

Harbor Pointe CSL 683516 is a C-20 Warm Air Heating and Ventilation, C-38 Refrigeration and a C-4 Boiler contractor. We have operated from our current location in Placentia since 2017. Previously, we were in the Lake Forest area for twenty-three years.

*720 South Richfield Road • Placentia • CA 92870
Office: (949) 859-6101 • 1-800-377-7911 • Fax: (949) 859-6153
License No. 683516*



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 683516

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.

Data current as of 4/20/2019 11:45:03 AM

Business Information

HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS INC
720 SOUTH RICHFIELD RD
PLACENTIA, CA 92870
Business Phone Number: (657) 275-9188

Entity Corporation
Issue Date 12/31/1993
Expire Date 12/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C38 - REFRIGERATION
C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING

Bonding Information**Contractor's Bond**

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

Bond Number: 100291039

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual GREGORY HOWARD PEREZ 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: 12/11/2018

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the BENCHMARK INSURANCE COMPANY

Policy Number: CST5013886

Effective Date: 10/01/2018

Expire Date: 10/01/2019

Workers' Compensation History

Section 3



Relevant Experience

OCFA Stations – HVAC maintenance, repairs, installs, ducting, VVT, Pneumatics, Pelican systems, Metasys 5.0, Hot Deck/ Cold Deck, boiler maintenance and repairs, exhaust fans, compressors, dehumidifiers, ice machine maintenance, electrical, air compressors maintenance, repair, install - since 2002

OCFA Headquarters (RFOTC) Metasys 2.0, N-2 legacy, DX9100 Controller, UNT Controller, VMA, Web based NAE and ADS Server, BAC net and FEC including programming, graphics, retrofitting the FX9100 to the DX 9100 added generators to the Metasys for failure notifications, HVAC maintenance and repairs chiller and boiler maintenance and repairs, ducting, dampers, Air compressor install, repair, maintenance - since 2004

Contact: Steve Klein, Facilities Maintenance Manager,
Orange County Fire Authority 1 Fire Authority Road, Irvine, CA 92602
Office 714-573-6475 Mobile 714-720-6067 SteveKlein@OCFA.org

City of Rancho Santa Margarita – HVAC maintenance and repairs, Carrier VVT system since 2006.

Contact: Terry Gregory, Public Works Superintendent
City of Rancho Santa Margarita 22112 El Paseo, Rancho Santa Margarita, CA 92688
949-635-1800 X 6102 tgregory@cityofrsm.org

City of Garden Grove - Public Works Building - Chiller Annual since 2016
Police Department – Refrigeration since 1997

Contact Jeff Cantrell,
City of Garden Grove 13802 Newhope Street, Garden Grove, Ca. 92840
Phone 714-318-1582 cell jeffc@ggcity.org

City of Aliso Viejo – Youth Center since 2010 Maintenance and Repair
Aquatics Center and Conference Center since 2018 Maintenance and Repair

Contact: Shaun S. Pelletier, P.E. | City Engineer & Director of Public Works
City of Aliso Viejo 12 Journey, Ste 100, Aliso Viejo, CA 92656
Office 949-425-2533 Mobile 949-294-8528 spelletier@avcity.org

720 South Richfield Road • Placentia • CA 92870
Office: (949) 859-6101 • 1-800-377-7911 • Fax: (949) 859-6153
License No. 683516

Section 4

APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your business that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	Fountain Valley Regional Hospital & Medical Center
Contact Individual & Title	Mr. John Ruppert, Facilities Director
E-mail/Telephone number	John.Ruppert@tenethealth.com / 714-966-7251
Date of Project & Description of services provided including contract amount	HVAC repair and replacement, chiller maintenance and installation, cooling tower refurbishment, repairs, installations and retrofit of exsisting AHU (MA and SZ), pneumatic controls and control panels, VFDs, dehumidifiers, air driers, pumps, exhaust, steam systems, ventilation/air exchanges, boilers, pumps, speed drives, air compressors, electrical, pipe welding - Since 2005. (Over \$600,000.00 in services for 2018)
Customer Agency Name	St. Joseph Medical Center
Contact Individual & Title	Mr. Bob Walters, Plant Operations
E-mail/Telephone number	Bob.Walters@stjoe.org / 714-981-5239
Date of Project & Description of services provided including contract amount	HVAC and chiller repairs, installations, controls and control panels, motor replacements, unit retrofits, hybrid procedure chiller/Johnson Controls, cooling tower, drives - Since 2009. (Over \$100,000.00 in services for 2018)
Customer Agency Name	Kaiser Permanente (Multiple Locations)
Contact Individual & Title	Mr. Tom Gavaghan, Chief Engineer
E-mail/Telephone number	Thomas.Gavaghan@kp.org
Date of Project & Description of services provided including contract amount	HVAC services and repairs, installations, chiller repairs including coil and compressor replacements, refrigeration, compressor valve replacement, computer room Lieberts, drives, IT and mechanical room cooling, ABB drives, blast chiller - Since 2010. (Over \$125,000.00 in services for 2018)
Customer Agency Name	Placentia-Linda Hospital
Contact Individual & Title	Mrs. Valerie Laktash
E-mail/Telephone number	Valerie.Laktash@tenethealth.com / 714-524-4830
Date of Project & Description of services provided including contract amount	HVAC service and repairs, chillers, refrigeration, boilers, steam, VFDs, air pressure monitoring system, air compressors, ice machines, ahu retrofits, Liebert units, controls - Since 2012. (Over \$100,000.00 in services for 2018)
Customer Agency Name	Orange County Fire Authority
Contact Individual & Title	Mr. Steve Klein, Facilities Manager
E-mail/Telephone number	SteveKlein@ocfa.org / 714-720-6067
Date of Project & Description of services provided including contract amount	Since 2002 providing HVAC maintenance, repairs, installation, Metasys, pneumatics, Pelican Controls, Carrier VVT, ducting, boiler repairs, chillers - Since 2002. Contract Amount: \$250,000.00/yr

JOB # 1180-166



SERVICE ORDER

56046

720 South Richfield Road-Placentia-CA 92870

Office: 657-275-9188 Fax: 657-275-9357 Toll Free: 1-800-377-7911

FACILITY		UNIT# 11A / 12A	SERVING 2ND FLR SLEEP CNTR.
NAME ST. JOSEPH - SISTER ELIZABETH SLEEP CENTER		MFG. CARRIER	REFRIGERANT R-22
ADDRESS 1100 W. STEWART DRIVE		MODEL 50YQ036310	
CITY ORANGE STATE CA ZIP 92868		SERIAL# X505464	
		MOTOR MAKE	HP

JOB DESCRIPTION: SLEEP CENTER 1 THROUGH 6 TOO COLD

DETAILED REPORT:

INSPECTED 11A AND 12A CARRIER UNITS FOR COLD CALL ISSUES. FOUND BOTH UNITS OPERATING ERRATICALLY. CHECKED ALL ROOMS AND FOUND THERMOSTATS INDICATING 63°. CHECKED UNIT OPERATION AND FOUND BOTH SYSTEMS TRIPPED ON THE TRANSFORMER OVERLOAD. DISCOVERED WATER FROM THE HEAVY RAINS AND ENTERED THE CONTROL PANELS AND SHORTED WIRING OUT. CORRECTED BOTH WIRING SHORTS, ONE IN THE WALL PANEL ON 11A AND INTERNAL WIRING ON 12A. ALSO DISCOVERED THAT THE CONTROL BOARD RELAY SERVING 12A ROOM 2 HAD FAILED AS WELL. RELOCATED WIRING FROM ROOM 2 TO ROOM 3 ON THE EXISTING BOARD WHICH BEGAN TO RESPOND CORRECTLY. FOUND CONTROL DIP SWITCHES CHANGED FROM PREVIOUS SETTINGS. MADE CORRECTIONS TO SWITCHED WHICH DIFFER FROM EACH UNIT DUE TO AGE AND CONTROL CIRCUITS. SET ROOM TEMPS TO 70° - 73°. MONITORED OPERATION WITH RECORDED GRAPHS. ALL ROOMS MAINTAINED 70° WITH NO ISSUES.

MAINTENANCE INSPECTION CHECK LIST

Check Filters		Check Boiler/Furnace		Oil/Check Dampers	✓
Change Filters		Clean Air Cool Condensers		Check Exp. Valve Operation	✓
Lube Moving Parts		Check operating pressures of cond. Units	✓	Check Condensate Drains	
Tighten Belts		Check Heat/Cool Operation	✓	Check Control Operation	✓
Check Oil Levels		Check Water Treatment		Check Safety Devices	✓
Drain/Flush Tower/Evap. If Necessary		Test For Leaks	✓	Clean Up Equipment	✓

RECORD OF MATERIAL USED

QUAN.	DESCRIPTION	AMOUNT	
1	PACK OF #16 BLUE WIRE NUTS		
1	PACK OF #14 ORANGE WIRE NUTS		
1	ROLL SCOTCH #33 ELEC. TAPE		
	TOTAL		

HOURS

ENGINEER	DATE	STRAIGHT	O' TIME	TOTAL
GREG/SIMON	3/2/2019		5.0/4.0	
GREG/CHRIS	3/4/2019	4.0		
GREG	3/6/2019	4.5		
ABOVE ORDER COMPLETED SATISFACTORY BY _____ DEPT. SERVICE _____ SERVICE ENGINEER _____			AMOUNT	
		REF. REC.		
		PM		
		LABOR OT	9.0 @ 195	1755.00
CHANGE ORDER		LABOR	8.5 @ 130	1105.00
		TRUCK FEE		120.00
CHARGE		MATERIAL		30.96
CONTRACT		SALES TAX		2.40
WARRANTY		TOTAL		3013.36



720 South Richfield Road
Placentia, CA 92870
Office 657-275-9188 Fax 657-275-9357
business.office@harborpointe.com

Invoice

October 1, 2018

Summary: MOB CIR #1 COMPRESS
Invoice #: 1253-54657
Tech: SIMON
Due Date: 10/31/2018
Job Date: 9/18/2018

Bill To:

KAISER - BALDWIN PARK
1011 BALDWIN PARK BLVD
BALDWIN PARK, CA 91706

Job Name:

KAISER - BALDWIN PARK
1011 BALDWIN PARK BLVD
BALDWIN PARK, CA 91706

626-851-7926 ID

Item Code	Description	Hrs/Qty	Price	Amount
-----------	-------------	---------	-------	--------

Job Location:

Kaiser - Baldwin Park
1011 Baldwin Park Blvd.
Baldwin Park, CA 91706

Contact Information:

Tom Gavaghan
Chief Engineer
Plant Services
Baldwin Park Service Area
Thomas.Gavaghan@kp.org

Gil Walton

Facility Services Director
Plant Services
Gil.Walton@kp.org

Unit Information:

York - Chiller
M# YLAA0135SE46XCAB
S# 2HWM007844
Circuit #1, Compressor #3

Job Summary: Upon recent inspection, Harbor Pointe has found that the compressor has over amped and needs to be replaced. The following scope of work contains the necessary labor and materials to perform the job as required.

NOTE: Estimated lead time: 10-14 days.

Scope of Work:

Coordinate with Facilities to schedule workplace access.
Isolate unit operations.
Recover unit refrigerant charge.
Remove oil in all (3) compressors.
Field test oil for contaminants.
Disconnect electrical and service connections.
Remove and replace failed compressor.
Reinstall electrical and service connections.
Install new liquid line dryer cores.
Pressure test system to 200psi for 60 minutes.
Purge system of nitrogen.
Replace oil in existing compressors.
Add acid scavenger as a precaution.



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Invoice

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KAISER - BALDWIN PARK
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Job Name:

KAISER - BALDWIN PARK
1011 BALDWIN PARK BLVD
BALDWIN PARK, CA 91706

626-851-7926 ID

Item Code	Description	Hrs/Qty	Price	Amount
-----------	-------------	---------	-------	--------

Replace compressor heater, contactor, and winding module.
Evacuate system of non-condensables.
Open isolation valves.
Recharge unit with recovered refrigerant.
Perform unit start up.
Monitor and calibrate operations.
Wash Condensing coils to improve unit efficiency.
Clean up job related trash and materials.

****This is a NOT TO EXCEED Proposal****

Total Price with Tax included: \$18,280.63 (Eighteen thousand two hundred eighty and 63/100 dollars)

Exclusions:

Any additional repairs or modifications beyond the specified scope of work.
Overtime and Weekend installations and repairs.
Permits and engineering.
Freight and Shipping.
Additional Refrigerant.

THE PROPOSAL IS FOR THE WORK AS DESCRIBED ABOVE AND DOES NOT INCLUDE REPAIRS TO ANY OTHER PROBLEM OR COMPONENT IN THE SYSTEM. IF OTHER PROBLEMS SHOULD BE NOTED DURING THE REPAIR, YOU WILL BE NOTIFIED AS TO THE SCOPE OF OTHER SUCH REPAIRS.

Change orders: Owners/Contractor may from time to time, by written order ("Change order") to Harbor Pointe, make changes in the scope of work; and Harbor Pointe shall there upon perform the change work in accordance with the terms of the Work Order. The Contract Price shall be adjusted by the net amount of any direct cost attributed to the change order. Any deviation from the original bid involving additional cost to labor and/or materials will be executed only upon written approval.

THIS PROPOSAL IS VALID FOR 30 DAYS.
TERMS OF PAYMENT: NET 30 DAYS.
FINANCE CHARGES – 1.5% PER MONTH

Payment is due in full per the payment terms on the front of the invoice. Invoice not paid as agreed are subject to a finance charge of 1.5% per month until paid in full. Should it become necessary to place this account with an attorney for collection, Harbor Pointe shall be entitled to be reimbursed its actual attorney's fees and costs incurred, whether a lawsuit is filed or not, and if it becomes necessary to file suit to collect on the invoice, Harbor Pointe shall be entitled to reasonable attorney's fees, costs, monthly finance charges and interest at the legal rate from the date the invoice was due.

GENERAL WARRANTY STATEMENT

This Warranty applies only to equipment, parts and labor furnished and installed by Harbor Pointe.



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Placentia, CA 92870
Office 657-275-9188 Fax 657-275-9357
business.office@harborpointe.com

Invoice

October 1, 2018

Summary: MOB CIR #1 COMPRESS
Invoice #: 1253-54657
Tech: SIMON
Due Date: 10/31/2018
Job Date: 9/18/2018

Bill To:

KAISER - BALDWIN PARK
1011 BALDWIN PARK BLVD
BALDWIN PARK, CA 91706

Job Name:

KAISER - BALDWIN PARK
1011 BALDWIN PARK BLVD
BALDWIN PARK, CA 91706

626-851-7926 ID

Item Code	Description	Hrs/Qty	Price	Amount
-----------	-------------	---------	-------	--------

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees.

LICENSE NO. 683516

Terms: Net 30

Signature _____

Date _____

THANK YOU FOR YOUR BUSINESS



720 South Richfield Road
Placentia, CA 92870
Office 657-275-9188 Fax 657-275-9357
business.office@harborpointe.com

Invoice

October 1, 2018

Summary: MOB CIR #1 COMPRESS
Invoice #: 1253-54657
Tech: SIMON
Due Date: 10/31/2018
Job Date: 9/18/2018

Bill To:

KAISER - BALDWIN PARK
1011 BALDWIN PARK BLVD
BALDWIN PARK, CA 91706

Job Name:

KAISER - BALDWIN PARK
1011 BALDWIN PARK BLVD
BALDWIN PARK, CA 91706

626-851-7926 ID

Item Code	Description	Hrs/Qty	Price	Amount
-----------	-------------	---------	-------	--------

Parts and Equipment: Harbor Pointe warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one year from the date of delivery, unless the manufacturer's warranty is for a shorter period, in which case the shorter period will apply.

Labor: This warranty includes the cost of labor for correcting defects in material and workmanship for a period of ninety days after installation, provided that the material was furnished and installed by Harbor Pointe.

Labor cost included in this warranty is for during regular working hours: 7:00 A.M. to 4:00 P.M. – Monday through Friday. The additional charge for overtime work, if necessary, is to be paid by the purchaser.

Liability: Harbor Pointe's liability for defective workmanship and materials, if any, shall be limited to the value of the repair or replacement part at Harbor Pointe's option, except that Harbor Pointe warrants parts and equipment not manufactured by it, only to the extent that it can enforce liability against and collect from the manufacturer thereof.

Harbor Pointe's liability arising out of the supplying of equipment furnished by it or its use, whether on warranties or otherwise, except as herein provided, shall not in any case, exceed the cost of correcting defects in the equipment. IN NO EVENT SHALL CLAIMS FOR CONSEQUENTIAL DAMAGES BE MADE.

GENERAL CONDITIONS**THIS WARRANTY:**

1. Does not apply if the system, equipment or parts have been subject to misuse, abuse, neglect, accident or alteration.
2. Only applies when the system has been serviced on a regular basis by Harbor Pointe personnel or other Harbor Pointe Authorized Agencies.
3. Does not include liability for water damage due to leakage or freezing.
4. Does not cover the loss of refrigerant, except where the loss is caused by defective equipment, parts, or work furnished by Harbor Pointe.
5. Does not apply if the purchaser defaults in making payments when due.
6. Does not include liability for damage caused by corrosive atmosphere, water or steam.
7. Does not apply if there is improper system design and/or installation performed by others.
8. Does not apply unless immediate written notice is given seller upon discovery of any and all defects.
9. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN.

Subtotal	Tax 2:LA	Total
17445.00	835.63	\$18,280.63



720 South Richfield Road
Placentia, CA 92870
Office 657-275-9188 Fax 657-275-9357
business.office@harborpointe.com

Invoice

January 18, 2019

Summary: SZ-49 NUCLEAR MEDICI
Invoice #: 1210-90724
Tech: CHRIS P.
Due Date: 2/17/2019
Job Date: 1/2/2019

Bill To:

FOUNTAIN VALLEY REGIONAL HOSPITAL
17100 EUCLID
FOUNTAIN VALLEY, CA 92708

Job Name:

FOUNTAIN VALLEY REGIONAL HOSPITAL
17100 EUCLID
FOUNTAIN VALLEY, CA 92708

Item Code	Description	Hrs/Qty	Price	Amount
-----------	-------------	---------	-------	--------

Job Location:
Fountain Valley Regional Hospital
17100 Euclid Avenue
Fountain Valley, Ca 92708

Contact Information:
John Ruppert- Facilities Director
John.Ruppert@tenethealth.com

Raul Bolivar- HVAC Engineer
Raul.Bolivar@tenethealth.com

Joe Trujillo- Lead Facilities Engineer
Joseph.trujillo@tenethealth.com

Alfredo Navarrete
Manager of Facilities and Engineering
Alfredo.navarrete@tenethealth.com

JOB SUBJECT:
PROPOSAL #6
ROOFTOP AHU #SZ-49 NUCLEAR MEDICINE/PHARMACY
FACILITY E# 1900
REMOVE AND REPLACE CHILLED WATER AND HEATING HOT WATER COILS/ COMPONENTS WITHIN SZ-49 IN ORDER TO INCREASE TOTAL CFM IN CONJUNCTION WITH CHILLED WATER/HHW.
UPSIZE TOTAL CFM RATING TO UNIT WITHIN INCREASED CHILLED WATER SURFACE AREA AND STATIC PRESSURE THROUGHOUT INCREASED COIL DIMENSIONS.

UNIT REFERENCE:
SZ-49
SERVING: NUCLEAR MEDICINE/PHARMACY
E#1900
MC QUAY
MODEL# N/A
SERIAL# N/A

JOB SUMMARY: Harbor Pointe performed a complete unit inspection for the replacement of all interior components as well as the Heating Hot Water and Chilled Water Coils. The existing rooftop units and coils are entering the service life expectancy of the components and require upgrade/replacement. Facility Engineering has requested the removal and replacement of the Chilled Water and Hot Water Coils serving the replacement unit for SZ-49 NUCLEAR MEDICINE/PHARMACY in order to restore the unit to provide efficient cooling and air flow within the served areas. Currently, the unit coils are in poor condition and require replacement. Harbor Pointe will



720 South Richfield Road
Placentia, CA 92870
Office 657-275-9188 Fax 657-275-9357
business.office@harborpointe.com

Invoice

January 18, 2019

Summary: SZ-49 NUCLEAR MEDICI
Invoice #: 1210-90724
Tech: CHRIS P.
Due Date: 2/17/2019
Job Date: 1/2/2019

Bill To:

FOUNTAIN VALLEY REGIONAL HOSPITAL
17100 EUCLID
FOUNTAIN VALLEY, CA 92708

Job Name:

FOUNTAIN VALLEY REGIONAL HOSPITAL
17100 EUCLID
FOUNTAIN VALLEY, CA 92708

Item Code	Description	Hrs/Qty	Price	Amount
-----------	-------------	---------	-------	--------

propose to fabricate and replace the Chilled Water and Heating Hot Water Coils and associated components/controls as required. This will also include the fabrication and replacement of the unit compartments and seals to which are currently in poor operating conditions. The following proposal includes the specified scope of work and materials to perform the project as required. The unit is currently operational. All shutdown and repairs are to be scheduled during normal operation hours in order to minimize interruption within the served areas. All downtime time within served areas to be supplied by temporary rooftop unit to maintain proper temperature and pressure requirements.

NOTE: Harbor Pointe has calculated the current CFM rating to be near 100% capacity of each unit. (Approx. 1200CFM Rated at a 3-ton unit) Given the served area requirements and the unit capabilities, the proposed unit repairs would increase the unit to approximately 40% CFM Rated at a 5-ton unit. The fan curve capacity will be upsized in conjunction with the surface areas throughout the Chilled Water and Heating Hot Water Coils to achieve and maintain the required static pressure rating in order to increase the cooling and heating provided with the increased CFM supply. Following the repairs, a comfort air balance will be performed (non-certified) in order to achieve the required compliance rating within the served areas. Should additional work be required within the served areas, Harbor Pointe will notify Facility Engineering and Directors to obtain the appropriate approves prior to continuations.

SCOPE OF WORK TO BE PERFORMED:

1. Isolation and Cleaning of the RTU AHU SZ-49 (NUCLEAR MEDICINE/PHARMACY)
2. Removal and replacement of the (2) coils. (Hot Water/Chilled Water).
3. Fabrication of new unit enclosure and condensate pans
4. Installation and upgrade of interior components in order to increase unit capacity and efficiency.
5. Complete internal and external cleaning of the unit and compartments.
6. Complete cleaning and lubrication of all bearings, components.
7. Remove and Replace bearings, pulleys, and components, and mounting hardware.
8. Removal and replacement of the unit condensate pans, enclosure, insulation, and return air filter rack and grills.
9. Re-connection of flex ductwork fittings.

NOTE: TEMPORARY COOLING UNITS TO BE PROVIDED AND OPERATIONAL WITHIN THE SERVED AREAS DURING THE UNIT SHUTDOWN AND REPAIRS (AS APPLICABLE)

Coordinate with Facility Engineering to schedule applicable times to allow for unit and repairs pending the SZ-49 shutdown.

Unit points of connections to be completed during off hours in order to minimize interruptions.

Pre-fabricate and prepare new unit enclosure compartments.

New unit compartments to be welded and sealed prior to installation.

Isolate unit operation. (to be scheduled during normal operations unless otherwise requested by Facility Engineering.)

Isolate SZ-49 controls and assembly from unit operations.

Dis-connect and remove all insulation, mechanical components, and wiring harness from unit.

Open and remove all access panels.

Remove the existing Heating hot water and Chilled Water coils, condensate pans.



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New coils to be calculated for increased cooling, de-humidification, and heating capacity in conjunction with larger static surface areas.
Install new unit compartments. (Fan enclosure, coil section, condensate pans, filter section, return air intake)
Re-insulate all unit compartments with R6 rated material.
Install new mechanical assembly. (Fan wheel, shaft, bearings, drive components.)
Install new seismic isolators.
Modify and integrate Heating Hot Water and Chilled water components.
Re-connect all electrical, mechanical, and controls to unit.
Re-connect all supply and return ductwork and transitions.
Modify, install, weld, pressure test, and insulate all pipe work.
Pressure test all connections.
Re-insulate all supply/return Chilled Water and Heating Hot Water lines from Point of Connection to unit penetration connections.
Perform unit start-up.
Monitor and calibrate operations.
Provide complete non-certified air balance report to include supply/return CFM comparison prior to and following repairs/upgrades.
Clean-up work areas.
Report to Facility Engineering upon completion.

TOTAL PRICE: \$22,749.90 (Twenty-two thousand seven hundred forty-nine and 90/100 Dollars)

****ADDITIONAL OPTION FOR COIL COATING AND SANITATION DURING FABRICATION: \$1,300.00/COIL ****
5 YEAR WARRANTY TO ALL COILS COATINGS. MANUFACTURER GUARANTEES ONLY WATER CLEANING FOR COIL SERVICE LIFE. ALL ATTACHEMENT OF DEBRIS/CONTAMINENTS TO ENTRY AND LEAVING SIDES OF COILS IS ELIMINATED.

EXCLUSIONS:

Any modifications or repairs beyond the specified scope of work.
Overtime and Weekend Installations/Repairs.
Expediting Fabrication/ Procurement of components.
OSHPD requirements.
Permits or Engineering.
Containment - set up or tear down. This will be billed at t&m if Harbor Pointe is to provide.
Containment Security/Safety Monitoring. This will be billed at t&m if Harbor Pointe is to provide as well as prior notification will need to be provided by Hospital staff.
Delays in obtaining hospital permits once start date and/or time has been agreed upon. Delays will be billed at t&m
Delays or Cancellations due to any deviation of process following final approval, scheduling approved by Department and Engineering and/or mobilization

NOTE: As requested, Harbor Pointe will notify Facility Engineering of any and all changes within the project and scope of work for approval before proceeding.



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Scheduling for project pending the approval for access and isolation of unit during non-operation hours.
Tentative Lead time for materials: 14-21 days.

Project Shutdown Duration: 4 days shutdown.

THE PROPOSAL IS FOR THE WORK AS DESCRIBED ABOVE AND DOES NOT INCLUDE REPAIRS TO ANY OTHER PROBLEM OR COMPONENT IN THE SYSTEM. IF OTHER PROBLEMS SHOULD BE NOTED DURING THE REPAIR, YOU WILL BE NOTIFIED AS TO THE SCOPE OF OTHER SUCH REPAIRS.

Change orders: Owners/Contractor may from time to time, by written order ("Change order") to Harbor Pointe, make changes in the scope of work; and Harbor Pointe shall there upon perform the change work in accordance with the terms of the Work Order. The Contract Price shall be adjusted by the net amount of any direct cost attributed to the change order. Any deviation from the original bid involving additional cost to labor and/or materials will be executed only upon written approval.

THIS PROPOSAL IS VALID FOR 30 DAYS.
TERMS OF PAYMENT: NET 30 DAYS.
FINANCE CHARGES – 1.5% PER MONTH

Payment is due in full per the payment terms on the front of the invoice. Invoice not paid as agreed are subject to a finance charge of 1.5% per month until paid in full. Should it become necessary to place this account with an attorney for collection, Harbor Pointe shall be entitled to be reimbursed its actual attorney's fees and costs incurred, whether a lawsuit is filed or not, and if it becomes necessary to file suit to collect on the invoice, Harbor Pointe shall be entitled to reasonable attorney's fees, costs, monthly finance charges and interest at the legal rate from the date the invoice was due.

GENERAL WARRANTY STATEMENT

This Warranty applies only to equipment, parts and labor furnished and installed by Harbor Pointe.

Parts and Equipment: Harbor Pointe warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one year from the date of delivery, unless the manufacturer's warranty is for a shorter period, in which case the shorter period will apply.

Labor: This warranty includes the cost of labor for correcting defects in material and workmanship for a period of ninety days after installation, provided that the material was furnished and installed by Harbor Pointe.

Labor cost included in this warranty is for during regular working hours: 7:00 A.M. to 4:00 P.M. – Monday through Friday. The additional charge for overtime work, if necessary, is to be paid by the purchaser.

Liability: Harbor Pointe's liability for defective workmanship and materials, if any, shall be limited to the value of the repair or replacement part at Harbor Pointe's option, except that Harbor Pointe warrants parts and equipment not manufactured by it, only to the extent that it can enforce liability against and collect from the manufacturer thereof.



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Item Code	Description	Hrs/Qty	Price	Amount
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Harbor Pointe's liability arising out of the supplying of equipment furnished by it or its use, whether on warranties or otherwise, except as herein provided, shall not in any case, exceed the cost of correcting defects in the equipment. IN NO EVENT SHALL CLAIMS FOR CONSEQUENTIAL DAMAGES BE MADE.

Warranty:

This Warranty applies only to equipment, parts and labor furnished and installed by Harbor Pointe
Parts and Equipment: Harbor Pointe warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply.

Labor: This warranty includes the cost of labor for correcting defects in material and workmanship for a period of ninety (90) days after installation provided that the material was furnished and installed by Harbor Pointe.

Labor Cost included in this warranty is for repair work done during regular business hours 7:00 am to 4:00 pm Monday through Friday. The additional charge for overtime work, if necessary is to be paid by the purchaser.

Liability: Harbor Pointe's liability for defective workmanship and materials, if any, shall be limited to the value of the repair or replacement part at Harbor Pointe's option except that Harbor Pointe warrants [arts and equipment not manufactured by it only to the extent that it can enforce liability against and collect from the manufacturer thereof.

Harbor Pointe's liability arising out of the supplying of equipment furnished by it or its use, whether on warranties or otherwise, except as herein provided, shall not in any case exceed the cost of correcting defects in the equipment. IN NO EVENT SHALL CLAIMS FOR CONSEQUENTIAL DAMAGES BE MADE.

GENERAL CONDITIONS**THIS WARRANTY:**

1. Does not apply is the system, equipment or parts have been subject to misuse, abuse, neglect, accident or alteration.
2. Only applies when the system has been serviced on a regular basis by Harbor Pointe personnel or other Harbor Pointe Authorized Agencies.
3. Does not include liability for water damage due to leakage or freezing.
4. Does not cover the loss of refrigerant, except where the loss is caused by defective equipment, parts, or work furnished by Harbor Pointe.
5. Does not apply if the purchaser defaults in making payments when due.
6. Does not include liability for damage caused by corrosive atmosphere, water or steam.
7. Does not apply if there is improper system design and/or installation performed by others.
8. Does not apply unless immediate written notice is given seller upon discovery of any and all defects.
9. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN.



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FOUNTAIN VALLEY, CA 92708

Item Code	Description	Hrs/Qty	Price	Amount
Subtotal		Tax 2:LA	Total	
21716.00		1033.90	\$22,749.90	

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees.

LICENSE NO. 683516

Terms: Net 30

Signature _____ Date _____

THANK YOU FOR YOUR BUSINESS



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Invoice

April 5, 2019
Summary: CT-5 MOTOR REPLACE
Invoice #: 1180-56007
Tech: CHRIS P.
Due Date: 5/5/2019
P.O. #: 2000-10534344
Job Date: 12/27/2018

Bill To:

ST. JOSEPH HOSPITAL
1100 WEST STEWART DRIVE
ORANGE, CA 92868

Job Name:

ST. JOSEPH HOSPITAL
1100 WEST STEWART DRIVE
ORANGE, CA 92868

714-450-5365 BOB

714-450-5365 BOB

Item Code	Description	Hrs/Qty	Price	Amount
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JOB LOCATION:

St. Joseph Medical Center
1100 West Stewart Drive
Orange, Ca. 92868

St. Joseph Medical Center Orange
3345 Michelson Suite #100
Irvine, CA 92612
SSAP.ST.JOE.ORG

CONTACT INFORMATION:

Bob Walters
714-450-5365
Bob.Walters@stjoe.org

PROPOSAL REFERENCE: REMOVAL AND REPLACEMENT OF 50HP FAN MOTOR SERVING COOLING TOWER #5 NEW STEAM PLANT (SISTER ELIZABETH SIDE OF CAMPUS)

REFERENCE:

MAIN HOSPITAL STEAM PLANT
CENTRAL PLANT
CT-5
ASSET# 27104

EXISTING UNIT INFORMATION:

BAC COOLING TOWER
MODEL# 92-11-04
MOTOR SPECIFICATIONS:
50.00HP FRAME#326T
460V/3PHASE

(NOTE: FACILITY ENGINEERING HAS PURCHASED NEW 50.00HP MOTOR FOR REPLACEMENT. ON-SITE CURRENTLY LOCATED WITHIN STEAM PLANT.)
ESTIMATED 2 DAYS ALLOWED FOR COMPLETE REPAIRS.

PROPOSED REPAIRS:

- 1.REMOVE AND REPLACE 50.00 HP FAN MOTOR SERVING CT-5
- 2.REMOVE AND RE-INSTALL MOTOR PULLEY AND HARDWARE
- 3.REMOVE AND REPLACE DRIVE BELTS.
- 4.EXISTING MOTOR TO BE LOWERED TO FACILITY ENGINEERING.
- 5.INSTALL NEW ELECTRICAL CONNECTIONS AND SEAL TIGHT COMPONENTS FROM DISCONNECT TO NEW MOTOR CONTROLS.
- 6.CLEAN INTERIOR COMPARTMENT, MOTOR BASE, AND SURROUNDING AREAS.



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714-450-5365 BOB

714-450-5365 BOB

Item Code	Description	Hrs/Qty	Price	Amount
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PROJECT SUMMARY: FACILITY ENGINEERING HAS REQUESTED HARBOR POINTE TO PROPOSE THE COMPLETE REMOVAL AND REPLACEMENT OF THE EXISTING 50.00 HP FAN MOTOR SERVING CT-5. THE CURRENT MOTOR CONDITIONS AND BEARING FAILURES CAUSE EXCESS HEAT, AMP DRAW, ELECTRICAL CONSUMPTION, AND IN-EFFICIENT OPERATIONS. HARBOR POINTE WILL PROPOSE THE COMPLETE REPLACEMENT OF THE EXISTING UNIT FROM LOWER LEVEL TO ROOFTOP USING ALL REQUIRED AND SAFE METHODS IN ORDER TO PROTECT THE ROOFTOP MATERIALS FROM DAMAGE DURING REMOVAL AND RE-INSTALLATION. THE FOLLOWING PROPOSE INCLUDES THE SPECIFIED SCOPE OF WORK AND MATERIAL/ EQUIPMENT REQUIRED TO PERFORM THE PROJECT AS REQUIRED.

NOTE: PER ST. JOSEPH ENGINEERING, THE PROPOSED WORK TO BE PERFORMED WILL BE SCHEDULED FOR DURING NORMAL BUSINESS HOURS AS CURRENT COOLER WEATHER WILL ALLOW FOR THE SHUTDOWN OF CT-5 AND NOT CAUSE INTERRUPTION TO THE CENTRAL PLANT. (DATE SUBJECT TO BE SCHEDULED PER APPROVAL FROM FACILITY ENGINEERING.)

SCOPE OF WORK TO BE COMPLETED:

COORDINATE WITH FACILITY ENGINEERING AS REQUIRED TO ALLOW FOR ACCESS CT-5 SHUTDOWN AND REPAIRS.

ISOLATE UNIT OPERATIONS.

DIS-ASSEMBLE UNIT AND ACCESS/REMOVE ALL MECHANICAL AND ELECTRICAL CONNECTIONS AND COMPONENTS.

COORDINATE LIFT OPERATIONS WITHIN STEAM PLANT TO REMOVE EXISTING MOTOR AND INSTALL NEW MOTOR.

ASSEMBLE ADDITIONAL RIGGING TO REMOVE AND INSTALL MOTOR TO UNIT AS DIRECT LIFT ACCESS IS UNABLE TO REACH UNIT #CT5 FROM SPECIFIED LOCATION.

ALL ROOFTOP SURFACE TO BE COVERED AND PROTECTED DURING ALL STAGES OF REPAIRS FROM DAMAGE AND EXPOSURE TO PROJECT.

REMOVE HANDRAILS AS REQUIRED FOR ACCESS TO MOTOR COMPARTMENTS.

INSTALL AND SECURE NEW MOTOR AND COMPONENTS WITHIN CT-5.

RE-ASSEMBLE AND SECURE ALL COMPONENTS.

PERFORM UNIT START-UP.

MONITOR AND CALIBRATE OPERATIONS.

CLEAN-UP WORK AREAS.

REPORT TO FACILITY ENGINEERING UPON COMPLETION.

TOTAL PRICE: \$12,612.75 (TWELVE THOUSAND SIX HUNDRED TWELVE AND 75/100 DOLLARS)

EXCLUSIONS:

ANY ADDITIONAL MODIFICATIONS AND/OR REPAIRS BEYOND THE SPECIFIED SCOPE OF WORK.

OVERTIME AND WEEKEND INSTALLATIONS/REPAIRS.

PERMITS AND/OR ENGINEERING.

OSHPD REQUIREMENTS.



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Invoice

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Due Date: 5/5/2019
P.O. #: 2000-10534344
Job Date: 12/27/2018

Bill To:

ST. JOSEPH HOSPITAL
1100 WEST STEWART DRIVE
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Job Name:

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714-450-5365 BOB

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Item Code	Description	Hrs/Qty	Price	Amount
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THE PROPOSAL IS FOR THE WORK AS DESCRIBED ABOVE AND DOES NOT INCLUDE REPAIRS TO ANY OTHER PROBLEM OR COMPONENT IN THE SYSTEM. IF OTHER PROBLEMS SHOULD BE NOTED DURING THE REPAIR, YOU WILL BE NOTIFIED AS TO THE SCOPE OF OTHER SUCH REPAIRS.

Change orders: Owners/Contractor may from time to time, by written order ("Change order") to Harbor Pointe, make changes in the scope of work; and Harbor Pointe shall there upon perform the change work in accordance with the terms of the Work Order. The Contract Price shall be adjusted by the net amount of any direct cost attributed to the change order. Any deviation from the original bid involving additional cost to labor and/or materials will be executed only upon written approval.

THIS PROPOSAL IS VALID FOR 30 DAYS.

TERMS OF PAYMENT: NET 30 DAYS.

FINANCE CHARGES – 1.5% PER MONTH

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Parts and Equipment: Harbor Pointe warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one year from the date of delivery, unless the manufacturer's warranty is for a shorter period, in which case the shorter period will apply.

Labor: This warranty includes the cost of labor for correcting defects in material and workmanship for a period of ninety days after installation, provided that the material was furnished and installed by Harbor Pointe.

Labor cost included in this warranty is for during regular working hours: 7:00 A.M. to 4:00 P.M. – Monday through Friday. The additional charge for overtime work, if necessary, is to be paid by the purchaser.

Liability: Harbor Pointe's liability for defective workmanship and materials, if any, shall be limited to the value of the repair or replacement part at Harbor Pointe's option, except that Harbor Pointe warrants parts and equipment not manufactured by it, only to the extent that it can enforce liability against and collect from the manufacturer thereof.

Harbor Pointe's liability arising out of the supplying of equipment furnished by it or its use, whether on warranties or otherwise, except as herein provided, shall not in any case, exceed the cost of correcting defects in the equipment. IN NO EVENT SHALL CLAIMS FOR CONSEQUENTIAL DAMAGES BE MADE.

GENERAL CONDITIONS



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714-450-5365 BOB

714-450-5365 BOB

Item Code	Description	Hrs/Qty	Price	Amount
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THIS WARRANTY:

1. Does not apply if the system, equipment or parts have been subject to misuse, abuse, neglect, accident or alteration.
2. Only applies when the system has been serviced on a regular basis by Harbor Pointe personnel or other Harbor Pointe Authorized Agencies.
3. Does not include liability for water damage due to leakage or freezing.
4. Does not cover the loss of refrigerant, except where the loss is caused by defective equipment, parts, or work furnished by Harbor Pointe.
5. Does not apply if the purchaser defaults in making payments when due.
6. Does not include liability for damage caused by corrosive atmosphere, water or steam.
7. Does not apply if there is improper system design and/or installation performed by others.
8. Does not apply unless immediate written notice is given seller upon discovery of any and all defects.
9. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN.

Total: \$12,612.75

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees.

LICENSE NO. 683516

Terms: Net 30

Signature _____ Date _____

THANK YOU FOR YOUR BUSINESS

Section 5

Greg Perez

Summary of Qualifications

- Forty five years of trade experience in heavy industry and controls
- Operating a successful union HVAC business since 1989

Work Experience

Maintenance Technician 1975-1980

Smith Tool

- Maintaining chiller water air handlers, portable and central plant chillers
- Performed maintenance repairs on forge air compressors and large tonnage air conditioners

Maintenance and Controls Technicians 1980-1984

Powers Regulator Company (MCC Powers)

- Perform maintenance and repairs on all central plant centrifugal compressors
- Perform maintenance and repairs on building AC equipment
- Install and service factory/ installation of pneumatic controls
- Perform service on boilers and control systems

Maintenance and Controls Technician 1984-1986

Barber Coleman

- Perform maintenance service and repairs on centrifugal compressors
- Install and service pneumatic controls and electric controls

Maintenance and Controls Technician 1986-1989

Honeywell

- Service and maintain central plant chillers and compressors
- Maintain and service building control systems throughout the Los Angeles area
- Install building control systems and retrofit existing systems

Business Owner 1989 to Present

Harbor Pointe Air Conditioning and Control Systems, Inc.

- Service and maintain hospital central plants and refrigeration systems
- Service and maintain data processing, operating and isolation rooms
- Service and install process chillers for anodizing and dietary operations
- Service and maintain building automated control systems
- Service and maintain large hp screw air compressors
- Install refrigeration systems
- Retrofit existing air handlers
- Install and maintain all aspects of HVAC systems throughout building operations

Education

Cypress College 1974-1976

Associated Science degree in Air Conditioning and Refrigeration

Long Beach State 1976-1978

Electrical and mechanical classes

Local 250 1980- Present

- Certified Journeyman and PIPE Certified
- Certified Carrier Chiller mechanic on 19D, 19DG, 19XR and screw chillers

Other Certifications

- Certified Carrier Controls on VVT and CCN Controls
- Certified Johnson Metasys Controls
- Certified in Yasakawa VFD Speed Drives
- Certified in Ray Pak Boiler and Controls

Licensed Contractor since 1989

- C-20 Warm Air Heating and Ventilation
- C-4 Boilers
- C-38 Refrigeration



TOTAL CONTROL

a Division of **RSD**

**Johnson Controls
N2 Controller Devices
Configuration/Engineering**

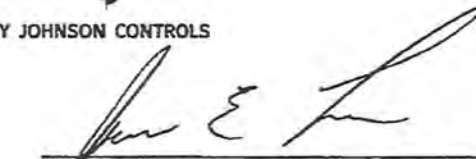
GREG PEREZ

TRiD!UM

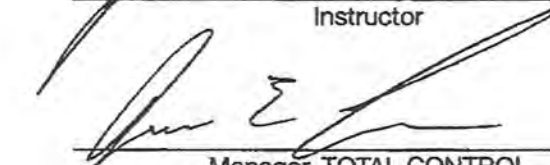
niagara^{AX}
FRAMEWORK™

**FACILITY
EXPLORER**
BY JOHNSON CONTROLS





Instructor



Manager, TOTAL CONTROL

MAY 14, 2003

Date

CHRIS BUTLER

SUMMARY OF QUALIFICATIONS

- Experienced, dedicated, hard-working, professional with solid project management, planning, and organizational skills
- Successful background in assessing customer needs and building solid client relationships
- Strong ability to lead others and communicate effectively
- Works independently and is a key contributor to a team's success
- Willing to accept challenges and committed to growth and development

BUSINESS EXPERIENCE

1975 -1979 LEAR SIEGLER INCORPORATED (LSI)

- Tradesman in Local Union 250
- Company built ground support air conditioning for aircraft, MBTA (Massachusetts Bay Transit Authority), CTA (Chicago Transit Authority)
- While working in the air conditioning branch of company, responsible for installation, testing, repair of units
- Occasional field service representative to perform off-site service

1979 -1997 COMMERCIAL REFRIGERATION COMPANY (CRC)

- Completed 5 year Union Apprenticeship Program
- Serviced following refrigeration: cold storage, blast freezers, small refrigeration and large storage, process cooling, 1 ton to 300 ton refrigeration
- Serviced following air conditioning: small package units, split systems, large built up systems, chill water systems, direct expansion, double duct systems, variable air volume, electric and pneumatic control, tonnage up to 400 tons

1997 – PRESENT HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS

- Troubleshoot electrical, airflow, refrigeration cycles, and air flow zone balancing
- Service hospital equipment: chillers, air handlers, VAV, double duct systems, dietary refrigeration, package units, cold storage refrigeration, anodizing refrigeration, computer rooms, clean room, operating rooms, test and balance air flow.
- Equipment serviced: screw machines, centrifugal, scroll, ice storage, ammonia refrigeration, air handlers, air cooled condenser, evaporative condenser, water cooled condenser, cooling towers, pneumatic controls, Johnson Metasys controls, carrier VVT, rebuilt reciprocating compressor, steam boilers and hot water boilers.

EDUCATION

Cypress College 1973 - 1975

- Associate degree in Air Conditioning / Refrigeration

Certified Journeyman

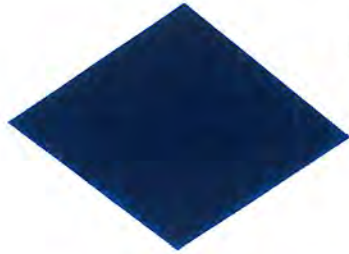
1985 – 1997

2007 – Present

Lifetime Journeyman certification 2011

Certificate Classes

- Johnson Metasys
- Data Aire
- Yaskawa Speed Drive
- CFC certified since 1994
- Raypak Boilers



TOTAL CONTROL

a Division of **RSD**

**BACnet MS/TP
Introduction to PCG
Configuration/Engineering
Course 301**

CHRIS BUTLER

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FRAMEWORK™

**FACILITY
EXPLORER**
BY JOHNSON CONTROLS



Joe Mays

Instructor

Jim E. Lee

Manager, TOTAL CONTROL

FEBRUARY 9, 2012

Date

WILLIAM P. FLYNN
23402 Via Burriana, Mission Viejo, CA 92691
(949) 422-1380
Williamflynn.60@cox.net

Mechanical Engineer/ Certified Foreman; CFC-certified universal bringing more than 30 years in HVAC construction maintenance and service. Diagnoses problems and completes repairs quickly and efficiently to satisfy each customer. Certified Foreman adept at explaining system issues to clients in a clear and concise manner. Contributes excellent customer service and technical skills to every project. HVAC Technician trained in hot water heating, steam heating, water cooling and air conditioning processes. Vast knowledge base of multiple system types and controls. HVAC and Refrigeration Technician skilled at communicating with vendors, team members and customers. Excellent organization skills and ability to manage multiple time-sensitive work orders. Committed to evolving with the constant technological advances in heating, ventilation refrigeration and air conditioning systems. Pursues continuing education opportunities and outside research to stay current with the industry.

PROFESSIONAL EXPERIENCE

Harbor Pointe

HVAC Certified Foreman

Placentia, CA

February 2016 – Present

Foreman for HVAC and refrigeration service and construction.

Richardson Technologies, Inc.

Certified Foreman

Temecula, CA

December 2013-February 2016

Foreman for HVAC and refrigeration service and construction.

Johnson Controls

Certified Foreman

Cypress, CA

June 2004 – December 2013

- Read and interpreted blueprints, technical drawings, schematics, and Computer-generated reports
- Investigated equipment failures to diagnose faulty operation and made appropriate maintenance recommendations.
- Specified system components and directed product modifications to ensure conformance with engineering design and performance applications.
- Performed on-site field surveys and wrote technical narratives in an efficient and timely manner.

Hussmann Corporation

Service Engineer

Chino, CA

October 1989 – June 2004

- Worked in the Construction Department installing refrigeration and HVAC in new markets and remodeling of existing markets. Later joined the Service Department and gained much knowledge of the market refrigeration industry.
- Recommended design modifications to eliminate machine and system malfunctions.

**General Refrigeration
Service Engineer and Construction Foreman**

Buena Park, CA
May 1984 – October 1989

Started out in construction building walk-in coolers and freezers. Soon thereafter appointed construction foreman; asked to join the Service Department where my experience grew even further. Read and Interpreted blueprints, technical drawings, schematics, and computer generated reports.

EDUCATION

Attended classes at Washtenaw Community College to earn my teaching credentials in order to become an instructor for the Local 250 Union. Instructed Self-Contained Refrigeration for tradesmen classes and journeymen classes for seven (7) years and continue to substitute on occasion. Hold Certificates in Metasys Controls and several types of drives; Dan Foss, ABB, etc.

Washtenaw Community College – Ann Arbor, Michigan
Engineering: Refrigeration and Air Conditioning
Universal Technical Institute – Phoenix, Arizona

SKILLS

- HVAC/MEP design
- Complex problem solving
- Stress analysis training
- Lean principles knowledge
- Advanced critical thinking
- Team leadership
- Technical problem-solving
- More than 25 years journeyman certification
- Works well in diverse team environment
- 30 plus years of experience in the field of refrigeration and HVAC



Metasys system extended architecture for Building Operators

2.0 CEU

Awarded to
Bill Flynn



Tom Wilk

Course Administrator

Thomas A. Brown

Manager, Johnson Controls Institute

May 14, 2008

Date

SIMON KANG

911 S. Laurelwood Ln. Anaheim, CA 92806

PHONE: 714-606-3932 EMAIL: SIMONCKANG@GMAIL.COM

EDUCATION

Brownson Technical School, Anaheim, CA *Graduated Sept 2010*

Master Commercial/Domestic, Refrigeration & Air Conditioning

Certificates of Completion in Basic Electronics, Diagnostics, Troubleshooting, and Customer Service

Valedictorian – Graduation class of Nov 2010

Certificate of Academic Achievement Award – maintaining 99% overall grade

Certificate of Perfect attendance

Orange Coast College, Costa Mesa, CA *Sept 2001 – June 2003*

CERTIFICATIONS

- ACCA Certified Universal Refrigerant handling EPA Approved
- R410A Certified
- OSHA (10 Hour Card)
- Metasys Controls
- ABB and Yaskawa Drives

Harbor Pointe

Service Technician, Jan/2011 – Present

- Thorough practices in installing, maintaining and repairing heating and air conditioning equipment including controls.
- Experienced training in electrical circuits, schematics and equipment controls.
- Hands on experienced ability to diagnose, repair and maintain heating, air conditioning and refrigeration systems.
- Highly skilled in the proper use and maintenance of HVAC tools.
- Excellent communication and human relation skills.

Art Caps n' Designs

Account Manager, Jan/2007 – Jan/2010

- Secured new and existing clients by providing highest level of workmanship and customer service.
- Earned high recognition within industry and with clients for exceptional workmanship and timely fulfillment of all required deadlines.
- Initiated and conducted sales meeting with new and existing clients to clearly interpret their needs, expectations and presented proposals.

EXPERIENCE

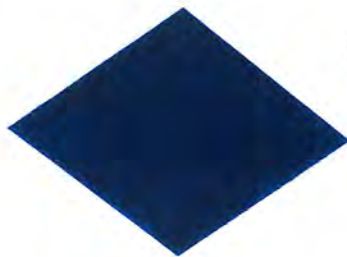
Apollo Embroidery

Operations Manager, Jan/2004 – Nov/2006

- Distributor for promotional companies associated with ASI and PPAI. Providing high quality merchandise and embroidery with low competitive prices.
- Responsibilities include coordination of meetings with potential clients and educating them on products and merchandise as well as contract embroidery pricing.
- Applied marketing skills to increase sales and productivity including but not limited to embroidery and digitization of client
- Consistently reached and exceeded monthly sales quota. Monthly sales averaging \$50,000 and up.

SKILLS

- Use/Comprehensive multi-meter, OHM Meters and Refrigeration gauges
- Read & Wire Schematics & Ammeters
- System Diagnosis, Electric Motors, and Knowledgeable in equipment/tools
- Strong organizational, analytical, and problem solving skills
- Bilingual: Fluent in English and Korean



TOTAL CONTROL

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Introduction to PCG
Configuration/Engineering
Course 301**

SIMON KANG

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**FACILITY
EXPLORER**

BY JOHNSON CONTROLS



Instructor

Manager, TOTAL CONTROL

FEBRUARY 21, 2013

Date

Christopher R. Perez

1230 Oakcrest Circle

Phone: 714-396-9617

Corona, CA 92882

Chriperez@harborpointe.com

Summary

Skilled Maintenance Professional of 20 years with an enhanced background in Welding, Fabrication, and Retrofit of Steel Structures, mechanical units, and production machinery. Evaluations and commendations illustrate outstanding records in production efficiency, leadership, Project Management, safety, and reliability. Provide complete service to fulfill a Project Manager position to both field and administration responsibilities in order to perform projects, service, and repairs from concept to completion stages.

Relevant Skills

Local 250 Union Training in Mechanical/Electrical/HVAC	Blue Print Interpretations and Application
EPA Certified as of 2012	Project Management Responsibilities
DWS 1.1 Certified Welder (6G Unlimited)	Welding/Soldering/Brazing
MSHA Trained and Certified	Mechanical/Electrical Troubleshooting
CPR First Aid Training	Package Units/ Split System/ WSHR
Mobile Equipment Certified	Controls and Pneumatic Systems
Pipeline Lay-out, Fabrication, and Installation	Chillers, Heat Exchangers, Cooling Towers
Heavy Equipment Maintenance and Operations	Re-heat and Steam Systems
Power Plant Repairs and Renovations	Steam Turbines, Pumps, Pipe work

Experience

Field Mechanic, Project Manager 09-2012 to Current

Harbor Pointe Air Conditioning and Control System, Inc.- Placentia, CA

Perform Equipment Service, Preventative Maintenance, Repairs, Installation and Retrofit to various applications within the HVAC trade to meet Client and Production, Medical Requirements. Coordinate and Lead Crew operations for larger projects and repairs. Execute responsibilities of Installation and Repairs with both Office Administration and Field Technicians. Perform custom fabrication and installation for Medical and Production applications in order to maintain building and enforcement codes and mechanical dependencies of each facility. Facilitate Field Operations as well as maintaining communication with scheduling and executions of repairs with Client Relations.

References Available Upon Request

Juan Joseph Jennings
34658 Calle Los Robles
Dana Point, CA 92624

Personal Qualities:

- Six years experience of HVAC on the job training
- Proven track record of maturity, professionalism, sound judgment, and problem solving skills- all critical to daily performance
- Strong communication skills
- Collaboration with others on the team
- Strong team leader
- Prepared, eager and experienced handling priority projects
- Quick learner
- Works well under pressure
- Enjoys building relationships with and assisting clients

Education:

- Bronson Technical School – HVAC R Technician Certification Program
- Joint Journeymen & Apprentice Training Center – currently studying Mechanical Systems I and Electrical Theory I

Professional Experience:

Sept. 2012 to Present- Tradesman - Harbor Pointe AC & Controls, Placentia, CA

- Preventative maintenance
- Unit installation & ducting
- Service Technician
- HVAC & R
- Rigging
- Project Management
- Boilers 500,000 BTU
- Controls/Building Automation & Pneumatics
- Refrigeration
- Ice Machines
- Split Systems, Package Units & Built Up Systems

Jan. 2011-Jan. 2012 – Demolition Worker- Trinity Construction – Borax Mine – Bluejay, CA

- General labor
- Demolition plants
- Reconstructed conveyors

July 2007 – Aug. 2011 – General Construction Worker - Kott Construction- Laguna Niguel, CA

- Sewer drainage

- Hot & cold water supply
- Project Management
- Electrical & plumbing
- Framing, drywall, painting

July 2004 – 2007 - Owner - Custom Refinishing – Mission Viejo, CA

- Bathtub, tile & fiberglass refinishing

Certifications:

- MSHA Safety Training – 72 hours
- OSHA 10 Safety Training
- EPA Universal License 608
- Variable Frequency Drive
- Pelican Wireless Controls

Affiliations:

Local 250 Steamfitter Pipefitters Union – Gardena, CA

Pelican Wireless Systems

Certificate of Completion

is hereby granted to

Juan Jennings

of

Harbor Pointe

to certify that he has completed to satisfaction

**Pelican Wireless Advanced Applications
& Configuration Training**

Granted: January 9, 2016

John B. Edwards Pelican Sales Engineering

CHRISTIAN RODRIGUEZ

12308 Aegean St. Norwalk, Ca 90650 Phone: (626) 209-7853 Work Phone: (949) 235-6512
Email: christian.rodriguez023@hotmail.com

OBJECTIVE

Seeking a position within the HVAC industry with an employer who will benefit from my work ethic, technical training, experience and professionalism

SKILLS

- HVAC/R Systems and Controls
- Repair and Maintenance
- Furnaces/Package Units/Heat Pumps
- Ability to Troubleshoot/Diagnose
- Brazing and Soldering
- Customer Service/Sales
- Reading Blueprints/Schematics
- Building Performance/Efficiency
- Direct Digital Control Technology
- Refrigeration/Ice Machines
- Excellent Technology Skills
- Electrical/Safety

EDUCATION

Joint Journeyman Apprentice Training Center, Los Angeles, CA 2017-Present
Tradesman Classes Complete
1st Year Apprentice
Expected Graduation Date 6/2023

Brownson Technical School, Anaheim, CA 2016-2017
Diploma: HVAC/R Technology 9/2017
Certifications: EPA Universal Certified 608 & R410A, OSHA (10hr Card), and Nate Core Certified

WORK EXPERIENCE

Harbor Pointe Air Conditioning and Control Systems, Inc. 8/2017-Present
Service Technician

- Conduct preventive and corrective maintenances on different units
- Troubleshoot and repair malfunctioning HVAC/R systems and components
- Install compressors, motors, bearings, ductwork, and piping
- Attend Trainings on ice machines, motors/pulley/bearings, pneumatics, and air balancing

Gomez Heating & Air Conditioning 5/2017-8/2017
Installer/Apprentice Technician

- Assist in removing and installing new HVAC units
- Install and/or repair ductwork in residential homes
- Assist Lead Technician in testing, troubleshooting, and repairing malfunctioning units

Chase Bank 3/2012-5/2016
Personal Banker II

- Prospected and conducted new sales call, set up face-to-face appointments with potential clients
- Developed strong sales relationships with existing and new clients
- Assisted clients with day-to-day banking transactions
- Opened consumer and business banking accounts, CD's, IRA's

Section 6



Work Plan

Harbor Pointe takes the Maintenance Guidelines that are in the Scope of Work provided and implements these requirements into the Work Orders generated for the scheduled Maintenance. We utilize off season scheduling to perform annuals on equipment: Winter/Early Spring Chiller and HVAC Annuals including belt changes, coil cleaning and pan tabs (pods), and the Fall for Boiler Annuals.

Understanding and providing tracking notification movement within a multi-location operation such as OCFA provides Facilities Management the awareness of the Contractors presence at and the movement to the stations. The fire stations just like in residential service calls, the firefighters want that residential respect given to the stations with regards to knowing who to expect in their fire house and what service is being provided.

Maintenance schedules will be provided in advance to Facilities Management in order for stations to be notified of pending work to be performed. We will also call/email ahead of the mechanic to give the station awareness of the pending presence of Harbor Pointe. Should the station be out, arrangements can be made for rescheduling should it be determined by Facilities Management when contacted.

When calls for repair service are placed, we notify all involved in the request for service of our movement towards them usually same day or first call in morning depending on how late in day or as current weather conditions may dictate. Upon arrival, we use residential procedures for entry, check in with the captain on duty and review the call for service. At times, we need to speak with the person making the request in order to have a clear picture of what was experienced and noted in the request for service which is included in the Mechanics work order. Harbor Pointe inspects the unit or area involved then contacts Property Management with our findings. We quote repairs as required and proceed with repairs once approvals are received. We keep the Captains, or BC/DC (depending on station/area) and the Facilities Manager advised of the repair status and upon completion. A written report is provided at check out with station personnel for signatures. Any additional findings are reported to Facilities Management as required.



Approach and Strategy

Harbor Pointe's approach is to follow the professional protocol specific to OCFA standards and guidelines set forth in the Scope of Work as well as Industry Standard for maintenance, service call repairs and installations. We are prepared with a qualified team who have provided OCFA with outstanding service. Our goals start with communication. Our service procedures begin with the point of contact at Facilities Management. Mechanic are notified and review equipment notes. There is further communication after inspection of equipment in order to provide cost effective solutions with professional repairs or installations. The same communication is provided during maintenance care procedures to minimize mechanical failures. Service is written up and briefly reviewed with the onsite personnel in order to close the job with signatures. We are utilizing computerized service orders so that clients who are not on-site can have service orders emailed to them for review and signature. Once complete, service orders are returned to our office for final processing and invoicing.

We understand the need to exercise all efforts to minimize interference with regards to our services being performed and the normal activities of an OCFA facility. We report to Facilities Management and we act under their authorization to proceed. Should there be questions as to services by the stations, we report to Facilities Management to respond. We understand that services are to be performed Monday through Thursday under OCFA business hours of 7 a.m. to 5 p.m. unless otherwise specified by OCFA.

Maintenance and Inspections are performed every ninety days in accordance to industry standards and Manufacturer's specifications. During this time, minor repairs can be discovered and resolved minimizing the need for service calls later. Belts are inspected and tightened each quarter and replaced in the spring or as needed. Coil cleaning is scheduled in the spring as well to increase the efficiency of the machinery. At headquarters, chiller and boiler inspections are conducted quarterly with Annual Maintenance performed from fall to early spring on the equipment. Prevention is the reason behind maintenance.

A schedule of maintenance routes will be provided for review and approval. Any deviation will require notification a minimum of two days prior. A revised schedule will be provided within five days of the deviation.

The Regional Training Facility and the Fire Stations have been and will be assigned a team of seven mechanics to work together on the equipment. The mechanics have the experience and the education required to execute the prescribe tasks and make necessary recommendations as well as the required repairs. Harbor Pointe's personnel are well trained in controls and all aspects of HVAC in order to serve their clients.

*720 South Richfield Road • Placentia • CA 92870
Office: (949) 859-6101 • 1-800-377-7911 • Fax: (949) 859-6153
License No. 683516*

Section 7



Metasys Experience

Harbor Pointe has provided expertise with Johnson Controls Metasys program since 2004 including installation, maintaining, retrofitting, repairing or replacing components, backing up and upgrading programming of the 2.0 and 5.0 versions of Metasys.

Trained in Metasys are:

Chris Butler, Foreman and Senior Mechanic. Mr. Butler has been assigned to OCFA since 2004.

Greg Perez, owner and Senior Mechanic with Metasys experience, Certified since 2003

Bill Flynn, Senior Mechanic Metasys, Certified since 2008. Metasys system extended architecture for Building Operators 2.0 and 5.0.

Simon Kang, Journeyman, Certified since 2013.

We partner the programming portion of Metasys with Refrigeration Supplies Distributor (RSD) located in Lake Forest. We have worked with RSD's Total Control Division in all our Metasys projects since 2004 with regards to the design and commissioning of Metasys. Programmer Tyron Tucker has worked with all versions of Metasys and is most familiar with OCFA's system.

Harbor Pointe has resolved all OCFA's Metasys issues that have risen over the last fifteen years, including issues that were apparent after commissioning during the early days of 1 Fire Authority Road. We have provided cost effective solutions, immediate response and resolve to all problems.

We know how costly it is to replace an aging system or at some point upgrading. Maintaining an aging computerized HVAC system needs insight to the history and operations of the equipment and programming to keep costs down. Optimal performance is provided through site monitoring, adjustments, alarms to Facilities Management and a Metasys certified Mechanic to respond as well as scheduling for energy efficiency. When the time comes we will provide cost effective solutions to replacement or upgrading the control systems.

*720 South Richfield Road • Placentia • CA 92870
Office: (949) 859-6101 • 1-800-377-7911 • Fax: (949) 859-6153
License No. 683516*

DATE: 3/20/2019

P.O. # _____

JOB # 1001-210



SERVICE ORDER

56045

720 South Richfield Road-Placentia-CA 92870

Office: 657-275-9188 Fax: 657-275-9357 Toll Free: 1-800-377-7911

FACILITY		UNIT#	AHU-B2	SERVING	911 CALL CENTER
NAME OCFA HEADQUARTERS		MFG.	CLEAN PAK	REFRIGERANT	
ADDRESS 1 FIRE AUTHORITY ROAD		MODEL	PF-40-SWS1		
		SERIAL#	03-R012-AH-0		
CITY	IRVINE	STATE	CA	ZIP	92602
		MOTOR MAKE		HP	

JOB DESCRIPTION: METASYS CONTROL PROBLEMS

DETAILED REPORT:

Wednesday March 20 - Checked in with Client regarding Metasys controls. Note the NAE1 with "gray-out" on sensor input & showing a fault on computer. Checked NAE1, disconnect back up battery and repower after 3 minutes
Connecting backup battery, all faults cleared.

Metasys Tech: received several notifications via text. Corresponding with Tech on-site. Checked B-1 air handler at computer and found now operating-ok.

Late in Day:

Late in Day:
Received call from Martin. Returned to OCFA within an hour Check the B-1 air handler. Attempted to perform a reset on all control systems in Building B but system was not responding to the call for dampers on AH B-2. Dampers were manually opened on B-2 and closed on B-1 for the evening to provide cooling, to return in morning with Metasys programmer

Thursday March 21 - Note: that fault had cleared in the computer, set up the supply dampers correctly. Controls systems were gone through and confirmed all operation on controls working properly but there was a failed actuator on AHU B-1 return side. Traced out manually. Return damper would not drive 100% closed causing the static pressured to drop and the system VFD drives ramped up in order to increase static pressure to the building. Disconnected actuator to confirm opposed dampers which are not visible are moving freely and not stuck.

MAINTENANCE INSPECTION CHECK LIST

Check Filters		Check Boiler/Furnace		Oil/Check Dampers	
Change Filters		Clean Air Cool Condensers		Check Exp. Valve Operation	
Lube Moving Parts		Check operating pressures of cond. Units		Check Condensate Drains	
Tighten Belts		Check Heat/Cool Operation		Check Control Operation	
Check Oil Levels		Check Water Treatment		Check Safety Devices	
Drain/Flush Tower/Evap. If Necessary		Test For Leaks		Clean Up Equipment	

RECORD OF MATERIAL USED

QUAN .	DESCRIPTION	AMOUNT	
1	METASYS CONTROL TECH SERVICE		
2	BELI GMB 24-3 DIRECT ACTUATOR		
2	BELI DUAL SPDT AUX SWITCH		
1	MISC ELECTRICAL FITTINGS		
	TOTAL		

HOURS

ENGINEER	DATE	STRAIGHT	O' TIME	TOTAL
CHRIS	3/20/2019	2.0		
JUAN	3/20/2019	2.5	2.0	
CHRIS	3/21/2019	4.0		
JUAN	3/21/2019	1.0		
ABOVE ORDER COMPLETED SATISFACTORY BY _____ DEPT. _____ SERVICE ENGINEER _____			AMOUNT	
		REF. REC.		
		PM		
		METASYS	4.5 @ 113.33	509.99
		(PROGRAM)		
			2 @ 140.43	280.86
CHANGE ORDER		LABOR	20 @ 96.85	949.40
		TRUCK FEE		70.62
CHARGE		MATERIAL		949.40
CONTRACT		SALES TAX		73.58
WARRANTY		TOTAL		3821.45

[illegible]

4-1-19

Re: OCFA

RSD/Total Control

Refrigeration Supplies Distributor (RSD) is a privately owned company that has been in business over 110 years. The primary business of RSD is wholesale distribution of parts and equipment for the refrigeration and HVAC industries. RSD currently has 78 branches of the company covering the 10 western states and is based here in Southern California.

The Total Control division of RSD was established in March of 1994 to offer additional services to our customers. Total Control's primary business is HVAC building automation and manufacturing of UL508 control panels. Total Control has 8 branch locations.

Among the many services we offer, HVAC building automation is our primary function. We provide system design, system components, and system programming to assist our customers in producing a quality installation or service requests to the HVAC industry.

The Southern California branch of Total Control is located in Lake Forest and currently employs 26 people. We have 4 full time building automation programming technicians that are in the field on a daily basis providing programming and commissioning for our customers.

Building Automation Products

Johnson Controls and Honeywell Building automation products are two of the several system manufactures Total Control Represents.

Johnson Controls has been a line that we have represented since the inception of Total Control. Within the Johnson Controls' offering Total Control sells, designs, and programs the Metasys, Companion, Facilitator, and Facility Explorer control lines.

Total Control is fully capable to support past and current projects utilizing the Metasys product line and all of our technicians are fully trained.

We continue to provide components, support, programming, and upgrades to current and new Metasys projects. This year we are involved in many of these type jobs, the most recent project with a controls contractor is San Diego working with the government. The installed project scope is worth over 450K

Harbor Pointe A/C and Control Systems

Harbor Pointe has been a valued customer of RSD/Total Control for over 24 years. During that time we have worked on various types of projects that cover the gambit of HVAC and refrigeration systems.

Harbor Pointe has demonstrated their dedication to provide their customers the best professional customer service, installations, and service capabilities on a consistence basis.

Orange County Fire Authority

Currently the OCFA headquarters has a Johnson Controls Metasys Building Automation System. The system consists of many legacy field devices, two NAE supervisory controllers, and an ADS Server.

Total Control has been assisting Harbor Pointe at the OCFA Headquarters facility for over 12 years. During that time we have been involved in many activities including

- Upgrade of ADS server software
- Upgrade of NAE supervisory controllers
- Re-program and replace field controllers
- Created alarms and reports for facility personnel
- Modified and created new graphic screens
- General system maintenance items
- Collaborated with OCFA personnel to program controller sequences changes

Total Control Technicians

Although a few of our technicians have been involved with the OCFA over the years, Tyrone Tucker has been the lead technician to assist Harbor Pointe in servicing the OCFA. Tyrone is a long term employee of RSD/Total Control and has been part of the Total Control division since it launched in 1994.

Tyrone's knowledge of the all the Johnson Controls building automation product lines is superior and he has been the corner stone of our automation division for all these years. I have the utmost confidence in Tyrone's capabilities and his ability to continue service existing legacy controls at the OCFA as well and migration to newer systems should that be the path going forward.

Regards,

Jim Lowe

Regional Systems Manager



507 E. Michigan Street
Milwaukee, WI 53201-0423

Date: 3-21-2019

To whom it may concern,

Our authorized ABCS distributor for the Southern California area market place is Refrigeration Supplies Distributor — Total Control in Lake Forest, CA

All Johnson Controls products purchased through Refrigeration Supplies Distributor — Total Control carry the full factory warranty per our contractual agreement.

Any products purchased by a customer of Refrigeration Supplies Distributor — Total Control gets full factory support and factory warranty through Refrigeration Supplies Distributor — Total Control.

Should you have any questions regarding this letter, please do not hesitate to contact me at 604-612-7998.

Sincerely,

Johnson Controls Inc.

Marnie Roll

Sales Manager- ABCS Channel

Cc: Dan Preston , Johnson Controls



Certificate of Completion

This certifies that

Tyrone Tucker

has successfully completed a course on:

Johnson Facilitator

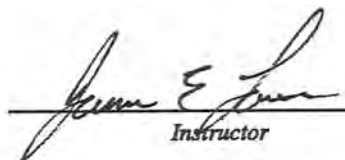
sponsored by

RSD/Total Control

this **29** *day of* **April** *19* **99**

presented by

RSD / Total Control


Instructor


RSD / Total Control Director

NexSys Programming and Software Maintenance

3.0 CEU

Awarded to *Tyrone Tucker*




Course Administrator

July 25, 2003
Date



Metasys N30/M3 Engineering and Setup

3.0 CEU

Awarded to:
Tyrone Tucker



Walter H. Pisch

Course Administrator

Jimmy Hirsch

Manager, Johnson Controls Institute

December 5, 2003

Date



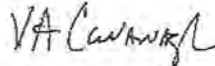
Facility Explorer Supervisory Controller Engineering & Setup

2.3 CEU

Awarded to
Tyrone Tucker




Course Administrator



Manager, Johnson Controls Institute

February 3, 2011

Date

Certificate of Completion

This is to certify that

Tyrone Tucker

CANDIDATE

is awarded this Certificate of Completion signifying that the aforementioned has successfully achieved a baseline level of proficiency, having completed all of the training and testing requirements for

Niagara^{AX} Framework Certification.

TRID!UM

09/16/2011

DATE



Authentic if holographic seal is affixed above.

Niagara^{AX}

AX Certification Program

Certificate of Completion

This is to certify that

Tyrone Tucker

is awarded this Certificate of Completion signifying that the aforementioned has successfully achieved a baseline level of proficiency, having completed all of the training and testing requirements for:

Niagara 4 Technical Certification

on **February 24, 2016**



TRIDIUM

Section 8



HVAC Maintenance

Maintenance is more than filters and inspection. It is a proactive response to preventing downtime in all instances of application in reference to comfort, equipment, processing and product cooling. It is during maintenance that items of concern are notated and can be addressed before a failure or potential failure occurs. Unit components, operations and functions are tested and inspected, visuals for oil, refrigerant leaks, potential leaks/clogs are also noted and followed up at that time with Facilities Management for further service approval. Harbor Pointe Mechanics with five or more years of experience are performing the maintenance. They will address the issues found upon approval, eliminating many of the service calls the high demand usage equipment tend to have in the fire houses. We eliminate the corporate idea of sending another mechanic out for further diagnostic and repair which adds to costs and delays.

*720 South Richfield Road • Placentia • CA 92870
Office: (949) 859-6101 • 1-800-377-7911 • Fax: (949) 859-6153
License No. 683516*



720 South Richfield Road
Placentia, CA 92870
Office 657-275-9188 Fax 657-275-9357
business.office@harborpointe.com

Work Order

4/17/2019
Summary: PREVENTATIVE MAINT
Reference #: 1009-116
Tech: SIMON

Bill To:

OCFA STATION 10 HVAC
18422 E LEMON DR.
YORBA LINDA, CA 92886

Job Name:

OCFA STATION 10 HVAC
18422 E LEMON DR.
YORBA LINDA, CA 92886

714-970-1216 FS

714-720-6067 SK

714-970-1216 FS

714-720-6067 SK

Description of Work

Quarterly and Annual Scheduled Maintenance – Fire Stations

A. Quarterly Preventative Maintenance

Insure proper lock-out procedures of all electrical power and hazardous energy prior to performing any work.

Check the condition of all diffusers, grates and dampers.

Check, clean or replace all filters as required (Merv 8, 30-30 pleated filters).

Check all mounting bolts, hanger rods, and mounting brackets for proper condition and security.

Inspect all piping for leak integrity.

Check and adjust (if necessary) all belts for alignment, tension and condition.

Check sheaves, shafts, and all couplings for tightness and wear.

Check all bearings, and seals for signs of wear and failure.

Check all motors and bearings for heat, noise and vibration.

Clean all fan assemblies.

Check fan assemblies, blade condition, pitch, bearing, shafts, and mounts. Check for vibration.

Lubricate all bearing and lubrication points as necessary.

Check all condensation drain lines and pumps for condition, leaks, and obstructions.

Check for proper refrigerant charge.

Check for proper lubricant levels in all compressors.

Check all coils and condensers. At least one service shall include cleaning.

Add pan tablets at least once per year to prevent growth in pans/units.

Check and verify proper operation of all gas valves and pilots.

Check fire boxes, burners and heat exchanges for proper operation.

B. Annual Maintenance

Replace all drive belts.

Chemically clean and pressure wash all coils and condensers.

Add pan tablets to condensate pans to prevent any growth in the unit.

C. Additional Fire Station System Notes:

a. The following stations have exceptional energy management system and/or a unique scheduled maintenance requirement:

i. Fire Station 17 – Johnson Control System, Metasys 5.0.

ii. Fire Station 46 – Johnson Control System, Metasys 5.0.

iii. Fire Station 58 – Carrier VVT control system.

iv. Fire Station 71 – Carrier VVT control system.

v. Fire Station 61 – Quarterly maintenance must include coil cleaning/washing due to location and exposure to debris.

vi. Fire Stations 7, 29, 34, 61, 20 – Pelican Control Systems



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714-970-1216 FS

714-720-6067 SK

714-970-1216 FS

714-720-6067 SK

Description of Work

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees.

LICENSE NO. 683516

Signature _____

Date _____



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Work Order

4/25/2019

Summary: PREVENTATIVE MAINT

Reference #: 1001-214

Tech: CHRIS B.

Bill To:

OCFA HEADQUARTERS
1 FIRE AUTHORITY ROAD
IRVINE, CA 92602

Job Name:

OCFA HEADQUARTERS
1 FIRE AUTHORITY ROAD
IRVINE, CA 92602

714-573-6000 FS

714-720-6067SK

714-573-6000 FS

714-720-6067SK

Description of Work

Quarterly and Annual Scheduled Maintenance – RFOTC by Equipment Category
*Johnson control systems MetaSys 2.0

A. Heat Rejection Systems - Reciprocating- Air-Cooled

a. Quarterly Preventative Maintenance

Check oil level.

Oil samples shall be taken and evaluated on all compressors during the Spring service check
refrigerant charge.

Check for normal/proper operation.

Check operation of high and low-pressure controls and safety controls.

Check for visible signs of refrigerant leaks.

Check and lube condenser fans and motors.

Check condenser surface for cleanliness.

Chemical clean and high pressure wash at least once per year.

b. Annual Maintenance

All quarterly preventive maintenance

Chemically clean and pressure wash all coils

B. Air Handlers – Central Station Units Only

a. Quarterly Preventative Maintenance

Lubricate all accessible bearings as required and inspect fan wheel.

Inspect fan unit mountings.

Inspect fan unit flex connectors.

Inspect and adjust drive belts.

Inspect fan drive sheaves for wear.

Inspect and clean drain pans, insure accessibility.

Clean, check, and inspect supply fans and variable frequency drives (VFD)

b. Annual Maintenance

All quarterly maintenance checks and service.

Chemically clean and wash coils

C. Boilers- Hot Water

a. Quarterly Preventative Maintenance

Blow down boiler.

Flush the auto-feeder.

Check the feeder strainer and clean as necessary.

Check and clean the gauge glass.

Check the low water device and clean as required.

Inspect the pilot operation and safety controls.

Inspect the main burner condition and operation using electronic Moxier equipment.

Check boiler clock.

Check all linkage and lube as required.

Check the safety relief valve and lube as necessary.



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Job Name:

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IRVINE, CA 92602

714-573-6000 FS

714-720-6067SK

714-573-6000 FS

714-720-6067SK

Description of Work

b. Annual Maintenance

All quarterly preventive maintenance checks and service.
Complete annual service and cleaning.
Provide a written report stipulating the absence of CO.

D. Chillers/Compressors – Reciprocating Water Cooled**a. Quarterly Preventative Maintenance**

Check oil level.
Change oil filters at Spring service.
Check refrigerant charge.
Check for normal, proper operation.
Check operation of high and low pressure controls and safety controls.
Check for visible signs of refrigerant leaks.
Log pressures, temperature and amperage.

b. Annual Maintenance

All quarterly preventive maintenance check and services.
Complete an annual maintenance service as specified in manufacturer's specifications.

E. Water Pumps**a. Quarterly Preventative Maintenance**

Lubricate bearings as required.
Check reservoir oil level and add oil as required.
Check for water leaks.
Inspect pump couplings for wear and alignment.
Check mounting heater for proper operation.
Check pump operating pressures as required.
Check for abnormal vibration or noise.
Check for motor starter and electrical connection adjust/tighten as required.

F. Water Treatment**a. Quarterly Preventative Maintenance**

Check closed-loop for proper nitrite levels

G. Package Units**a. Quarterly Preventative Maintenance**

Check cooling operation (gas and electric)
Check heating operation.
Check condenser surface at least once per year, chemically clean with high pressure washer.
Check evaporator surface.
Check supply fan or blower.
Inspect and adjust drive belts, as needed.
Check condenser fans.
Lubricate all accessible bearings.



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Work Order

4/25/2019

Summary: PREVENTATIVE MAINT
Reference #: 1001-214
Tech: CHRIS B.

Bill To:

OCFA HEADQUARTERS
1 FIRE AUTHORITY ROAD
IRVINE, CA 92602

Job Name:

OCFA HEADQUARTERS
1 FIRE AUTHORITY ROAD
IRVINE, CA 92602

714-573-6000 FS

714-720-6067SK

714-573-6000 FS

714-720-6067SK

Description of Work

Check refrigerant charge.
Check for proper voltage and electrical connections.
Check crankcase heater for operation.
Check controls, contactors and safeties.
Insure all panels are securely installed.
Check return and supply air temperature.
Check filters, clean or replace per contract.
Visually check system for leaks and piping integrity.
Check economizer operation if applicable.
Check pilot or igniter for proper operation.
Visually check heat exchanger and clean if necessary.
Check flue and flue cap.
Check all safety controls.
Check venter motor.
Check all duct connections.
Inspect and clean drain pans.
Inspect the main burner condition and operation using electronic Moxier equipment

b. Annual Maintenance

All quarterly preventive maintenance checks and services
Chemically clean and power wash coils and condensers.

H. Exhaust Fans

a. Quarterly Preventative Maintenance

Lube bearings.
Inspect fan wheel(s).
If accessible, inspect fan unit mountings.
Inspect fan unit flex connectors.
Inspect drive belts and adjust as required.
Inspect fan pulleys for wear.
Inspect and clean drain pan

b. Annual Maintenance

Replace all drive belts

I. Filters

a. Quarterly Preventative Maintenance

Filters shall be changed quarterly using standard Merv – 8;
2" or 4" 30/30 pleated filters as specified unless otherwise specified by Property Management.

J. Belts

a. Quarterly Preventative Maintenance

Belts condition will be inspected during each quarterly service and replaced during one of the services.

K. Coils



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1 FIRE AUTHORITY ROAD
IRVINE, CA 92602

Job Name:

OCFA HEADQUARTERS
1 FIRE AUTHORITY ROAD
IRVINE, CA 92602

714-573-6000 FS

714-720-6067SK

714-573-6000 FS

714-720-6067SK

Description of Work

- a. Quarterly Preventative Maintenance
Clean as required
- b. Annual Maintenance
Chemically clean and power wash

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees.

LICENSE NO. 683516

Signature _____ Date _____

OCFA STATION MAINTENANCE ROUTING

In order to allow for calls, training days, or repairs found on pms, stations are grouped in proximity and in Cycles.

This schedule allows PMs to be completed with another Route group within the same Cycle.

CYCLE 1 1ST THROUGH 10TH OF THE MONTH MAINTENANCE IS SCHEDULED AND COMPLETED

CYCLE 2 11TH THROUGH 20TH MAINTENANCE IS SCHEDULED AND COMPLETED

CYCLE 3 21ST THROUGH THE 30TH MAINTENANCE IS SCHEDULED AND COMPLETED.

Coil cleaning and belt changes are done in the Spring Quarter (Mar/Apr/May)

ROUTE ONE	FEB/MAY/AUG/NOV	CYCLE 1
STATION 60		
STATION 59		
STATION 50		
STATION 29		

ROUTE TWO	FEB/MAY/AUG/NOV	CYCLE 1
STATION 30		
STATION 7		
STATION 49		
STATION 5		

ROUTE THREE	FEB/MAY/AUG/NOV	CYCLE 2
STATION 11		
STATION 57		
STATION 39		

ROUTE FOUR	FEB/MAY/AUG/NOV	CYCLE 2
STATION 22		
STATION 19		
STATION 38		
STATION 51		

ROUTE FIVE	FEB/MAY/AUG/NOV	CYCLE 3
STATION 20		
STATION 36		
STATION 47		
STATION 4		

ROUTE SIX	FEB/MAY/AUG/NOV	CYCLE 3
STATION 26		
STATION 6		
STATION 28		

ROUTE SEVEN	JAN/APR/JUL/OCT	CYCLE 1
STATION 24		
STATION 9		
STATION 56		
STATION 58	coil cleaning every visit of RTU	
STATION 40		
ROUTE EIGHT	JAN/APR/JUL/OCT	CYCLE 1
STATION 31		
STATION 45		
STATION 18		
ROUTE NINE	JAN/APR/JUL/OCT	CYCLE 2
USAR		
STATION 54		
STATION 42		
STATION 16		
STATION 15		
STATION 14		
ROUTE TEN	JAN/APR/JUL/OCT	CYCLE 2
STATION 27		
STATION 55		
STATION 43		
ROUTE ELEVEN	JAN/APR/JUL/OCT	CYCLE 3
STATION 37		
STATION 21		
STATION 8		
STATION 23		
ROUTE TWELVE	JAN/APR/JUL/OCT	CYCLE 3
STATION 70		
STATION 72		
STATION 75 HISTORIC STATION		
ROUTE THIRTEEN	MAR/JUN/SEPT/DEC	CYCLE 1
STATION 74		
STATION 79		
STATION 76		
STATION 77		
ROUTE FOURTEEN	MAR/JUN/SEPT/DEC	CYCLE 1
STATION 71		
STATION 73		
STATION 78		

ROUTE FIFTEEN	MAR/JUN/SEPT/DEC	CYCLE 2
STATION 66		
STATION 25		
STATION 64		
STATION 65		

ROUTE SIXTEEN	MAR/JUN/SEPT/DEC	CYCLE 2
STATION 44		
STATION 48		
STATION 2		
STATION 17		

ROUTE SEVENTEEN	MAR/JUN/SEPT/DEC	CYCLE 3
STATION 46		
STATION 63		
STATION 13		
STATION 61*	coil cleaning every visit of RTU	
STATION 62		
STATION 41		

ROUTE EIGHTEEN	MAR/JUN/SEPT/DEC	CYCLE 3
STATION 35		
STATION 34		
STATION 10		
STATION 32		
STATION 53		

Section 9



Service Calls/GPS Tracking

Service calls are received by phone or by e-mail depending on the client. The office takes information from the client, enters it into the computer and dispatches the mechanic to respond. On a daily basis, we have what we call Floater Mechanics whose work load is structured for service call responses within two hours. We have utilized computer GPS tracking for almost twenty years in order to give a quick visual on all Mechanics location and movements throughout the day.

Emergency Response

Whether before, during or after hours, a call placed to Harbor Pointe is responded to immediately. The closest Mechanic is notified through a computerized dispatch and receives a follow up call with additional information and confirmation of arrival. The client is contacted with confirmation that the mechanic will be arriving usually within the hour. Depending on the situation, additional mechanics are notified and are on stand-by in case they are needed to assist. Our Mechanics live throughout Orange County from Buena Park to San Clemente or just a few minutes over of the County line. We work primarily in Orange County and want our mechanics to live in Orange County.

Some of our clients prefer to call directly to the Mechanics in Emergency situations. The Mechanic contacts the office for clearance to respond or to provide another mechanic if they are not able to clear their present job. We want our clients to feel we are here for them.

On-Call After Hours Response Time

Our on-call response time is under two hours. The Mechanics take their On-Call rotation seriously and arrange their evenings and weekends to be noncommittal in their off hours. To support our clients during the peak seasonal fluctuations we add additional mechanics to the rotation. As excessive temperatures dictate, office staff will come in on weekends or stay late to insure calls receive our personal care.

Availability

Harbor Pointe is available 24/7/365. Our Mechanics start their day at 7 a.m. depending on the work for the day or as late as 9 a.m. in order to cover late service calls. The office opens at 8:00 a.m. unless conditions warrant the staff to be onsite earlier or stay past 5 p.m.

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License No. 683516



Quality Assurance

Quality Assurance is approached two different ways. First, Harbor Pointe's Senior Mechanics and Owners will periodically inspect job sites in the course of their day. Secondly, Maintenance routes are periodically changed up so that fellow mechanics are checking on one another. Quality Assurance includes communication with the client, inspecting work performed, a clean work area and service report documentation.

Warranty and Guarantees for Services Provided

Harbor Pointe wants our clients to be completely satisfied with our services. We stand by our work. We warranty our labor on small repairs items for 90 days, and compressor or motor replacements and installations for one year.

Harbor Pointe's warranty for parts is the Manufacturer's warranty. Compressors and motors are at least one year while some compressors will be up to five years. New installs are warrantied for a year on parts and labor. Extended warranties are available at time of install as well.

We know how important the HVAC is in any business setting. Should there be any questions as to warranty from the Manufacturer, we will always return the client to full operations and complete satisfaction and handle all issues with the Manufacturer. An operating system is the primary goal. Your satisfaction and the quality of our work is what matters to us.

Travel Charges – Harbor Pointe does not charge a minimum call out fee or charge per call. We have a prorated travel rate per truck. Because we work and live primarily in Orange County our trucks are in a close proximity to the fire stations from one end of the county to the other. OCFA receives priority service every day which means always the first call and last call of the day for the mechanics. Our work zone is Orange County so mechanics are not charging travel unless traveling between job sites during the course of normal business hours.

General Requirements

Harbor Pointe can meet and exceeds in all the performance, service, repair and technical requirements. We have included in this proposal the resumes and controls certificates of the mechanic that would be addressing the daily needs of OCFA as well as our programmer. Our vehicles bear our logo. The mechanics are dressed in professional button-down shirts with the Harbor Pointe logo and their name above the pocket. We have been performing services at OCFA headquarters and stations since 2002. Harbor Pointe fully understands the needs of OCFA, Facilities Management and the Firefighters serving Orange County.

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Section 10



Basis for future year contract fee adjustments

Should OCFA determine that they elect to exercise the contract extensions, Harbor Pointe would be anticipating a 5% increase each year to account for the following:

According to Prevailing wage determinations through the DIR and the Union, Wages and benefit packages will increase \$2.15 per hour for Journeymen and relationally Apprentice wages would also increase each year during the five-year contract.

This increase will have an affect on worker's compensation insurance and liability insurance which is based on wages as well as the employer tax portion of payroll.

We can also expect an increase in materials as minimum wage is set to increase to \$15.00 an hour.

The rising cost of fuel will also be addressed in this increase.

Currently many of the Orange County cities have special assessment on the local sales tax rate. We are anticipating an increase of the overall county sales tax rate. Los Angeles' County sales tax rate is 9.5%, historically Orange County is usually a half a percent less so it stands to reason that with increases in minimum wage and costs associated to County programs, Orange County sales tax will be increased.

GENERAL PREVAILING WAGE APPRENTICE RATES

APPRENTICE INFORMATION

Determination: **2019-1** Issue Date: **02-22-2019** Expire Date: **08-31-2019** ** Page: **1**

Craft/Classification: **Plumber, Refrigeration Service HVACR** Shift: **1**

Counties: Los Angeles, Orange

Period	Duration Months	OJT Hours	Hourly Basic Rate	Health & Welfare	Pension	Vacation /Holiday	Training	Other	Hourly Total Rate
1	12		\$23.600	\$11.120	\$1.020		\$1.530	\$.480	\$37.750
2	12		\$28.320	\$11.120	\$1.270		\$1.530	\$.540	\$42.780
3	12		\$33.040	\$11.120	\$1.270		\$1.530	\$.540	\$47.500
4	12		\$37.760	\$11.120	\$1.520		\$1.530	\$.540	\$52.470
5	12		\$42.480	\$11.120	\$1.770		\$1.530	\$.540	\$57.440

Footnote(s):

Basic Hourly Rate—Includes amount withheld for dues check-off.

Vacation/Holiday—Included in straight-time hourly rate.

Pension—Includes amount for National Pension and 401A plan.

Other—Includes an amount for PIPE and Promotion Fund.

** Journeyman Predetermined Increases:

Effective 9/1/2019 \$2.15 to be allocated to wages and/or fringes.

Effective 9/1/2020 \$2.15 to be allocated to the following: \$1.90 to wages and/or fringes and \$0.25 to Training.

Effective 9/1/2021 \$2.15 to be allocated to the following: \$1.90 to wages and/or fringes and \$0.25 to Training.

Effective 9/1/2022 \$2.15 to be allocated to the following: \$1.90 to wages and/or fringes and \$0.25 to Training.

Effective 9/1/2023 \$2.15 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations
Office of the Director - Research Unit
P.O. Box 420603
San Francisco, CA 94142-0603

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentices is registered at <http://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>

Section 11

Appendix D Pricing Page – Submitted in a Separate Envelope

Section 12

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2356 – HVAC System Repair and Maintenance Services**, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. **If there are any exceptions they must be stated in an attachment included with the offer.**

- A. The offeror hereby certifies that the individual signing the submittal is an authorized agent for the offeror and has the authority to legally bind the offeror to the Contract. Signature below verifies that the offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, business or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

Harbor Pointe Air Conditioning & Control Systems, Inc.
 Name of Business
 720 South Richfield Road
 Address
 Placentia CA 92870
 City State Zip

 Signature of Person Authorized to Sign Date 4/21/2019
 Sammi Perez CFO / Office Manager
 Printed Name Title

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP RO2356 - HVAC System Repair and Maintenance Services, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. If there are any exceptions they must be stated in an attachment included with the offer.

- A. The offeror hereby certifies that the individual signing the submittal is an authorized agent for the offeror and has the authority to legally bind the offeror to the Contract. Signature below verifies that the offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.
- E. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, business or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

Refrigeration Supplies Distributor / Total Control
Name of Business

26021 Atlantic Ocean Drive, Lake Forest, CA
Address

City State Zip

James E. Lowe
Signature of Person Authorized to Sign

Date

Printed Name

4-23-2019

REGIONAL SYSTEMS MANAGER

Title

Section 13

APPENDIX F

PARTY AND PARTICIPANT DISCLOSURE FORMS

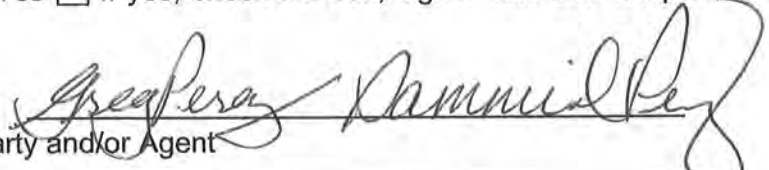
ORANGE COUNTY FIRE AUTHORITY
PARTY DISCLOSURE FORMParty's Name: Gregory H. Perez & Sammi D. PerezParty's Address: 8 Relampago
Rancho Santa Margarita, CA 92688Party's Telephone: 949-459-5451

Solicitation Title and Number: _____

Based on the party disclosure information provided, are you or your business 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: 4/21/2019

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): _____

PROGRAMMING Metasys - Sub Contractor

RFP R02356 - HVAC System Repair and Maintenance Services

**ORANGE COUNTY FIRE AUTHORITY
PARTY DISCLOSURE FORM**

Party's Name: Refrigeration Supplies Distributor/Total Control

Party's Address: 26021 Atlantic Ocean Drive
Lake Forest, CA 92630

Party's Telephone: 949 380-7878

Solicitation Title and Number: RFP R02356 HVAC Systems Repair & Maintenance Services

Based on the party disclosure information provided, are you or your business 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: 4-23-2019

[Signature]
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 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 Business Name: Harbor Pointe

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
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 Business Name: Refrigeration Supplies Distributor

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): _____

Section 14

APPENDIX G

CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor 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. 683516 Class C-4-20-38 Expiration 12/12/2019

Department of Industrial Relations (DIR) # 1000009292

Name of Individual Contractor Gregory H. Perez

Signature of Owner 

Business Address 720 South Richfield Road, Placentia, CA 92870

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 _____

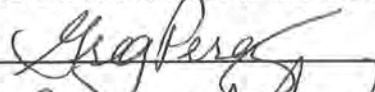
Address _____

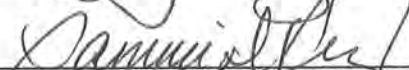
If the contractor operates under a corporation, provide the name and address below in addition to the signatures of the President and Secretary.

Name of Corporation Harbor Pointe Air Conditioning & Control Systems, Inc.

Business Address 720 South Richfield Road, Placentia, CA 92870

Corporation organized under the laws of the State of California

 Signature of the Corporation President

 Signature of the Corporation Secretary

Date 4/21/2019

Programmer

APPENDIX G

CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor 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. N/A Class _____ Expiration _____

Department of Industrial Relations (DIR) # Exempt - see docs

Name of Individual Contractor Refrigeration Supplies Distributor

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 a signatures of the President and Secretary

Name of Corporation **Refrigeration Supplies Distributor**

Business Address 26021 ATLANTIC OCEAN DR., LAKE FOREST CA 92630

Corporation organized under the laws of the State of California

[Signature] Signature of the Corporation President

[Signature] Signature of the Corporation Secretary

Date 4/23/19

Section 15

APPENDIX H

LIST OF SUBCONTRACTORS

Contractor 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 contractor in or about the work in an amount in excess of one-half of one percent (0.5%) of contractor's total bid and the kind of work that each will perform. Furthermore, contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., if contractor fails to list as to any portion of work, or if contractor lists more than one subcontractor to perform the same portion of work (i.e. contractor must indicate what portion of the work each subcontractor will perform), contractor must perform that portion itself or be subjected to penalty under applicable law.

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

Subcontractor Name <u>Refrigeration Supplies Distributor/Total Control</u>	Location <u>Lake Forest</u>
Portion of Work/Trade <u>MetaSys Programming/Controls</u>	
Bid Amount <u>\$0 - undetermined</u>	
Contractor's License Number <u>N/A</u>	DIR Number <u>Exempt/See Docs</u>
Subcontractor Name _____	Location _____
Portion of Work/Trade _____	
Bid Amount _____	
Contractor's License Number _____	DIR Number _____

DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF THE DIRECTOR LEGAL UNIT
160 Promenade Circle, Suite 330
Sacramento, CA 95834-2962



Tel: (916) 928-3184
Fax: (916) 928-3198

February 4, 2010

Josh Reding, President
Enterprise Integration & Controls
111 Deerwood Road, Suite 288
San Ramon, California 94583

Re: Prevailing Wage Requirements for Computer Programming and Graphic Design Work

Dear Mr. Reding:

I am writing to respond to your letter of October 20, 2009, regarding prevailing wage requirements for "computer programming and commissioning of HVAC, Electrical, Monitoring, Lighting and security access systems" services your company, a building automation contractor, provides.

Your letter advised that company employees perform "programming and graphic (computer work only)" and perform no "physical labor." Further, you stated in our phone conversation that company employees do not do any testing, installation, repair or maintenance on the installed equipment but provide only programming services for these systems.

Based on the information provided it does not appear that your company's employees, performing only computer programming and graphic design work, are subject to prevailing wage requirements.

Sincerely,

A handwritten signature in cursive script that reads "Gary J. O'Mara".

Gary J. O'Mara, Counsel
Office of the Director, Legal Unit



Lake Forest ♦ Portland ♦ Fresno ♦ Phoenix
Salt Lake ♦ Sacramento ♦ Denver ♦ San Jose

1040 Commercial Street Suite 106 CA 95112 • P: (408) 441-1811 • C: (408) 592-5255
4/23/2019

09/24/18

VA Palo Alto Health Care System
Livermore Division
4951 Arroyo Road
Livermore, CA 94550

Attn: Parvinder Brar
Re: Johnson Controls ADS Upgrade Project

To who it may concern:

Refrigeration Supplies Distributor (RSD) and Total Control (div. of RSD) is a Wholesale distributor that also does Application Engineering and Programming of Control Systems

As such, Total Control (div. of RSD) will be on site only when requested by our installing Contractor to aid with programming of the BAS controls.

We (RSD) are exempt from submitting certified payroll for this project.

Sincerely,

Doug Collins
VP Finances/CFO

Jim Lowe

From: Steve Ignoffo
Sent: Friday, February 1, 2019 6:44 AM
To: Dan Ginn
Subject: FW: Prevailing Wage

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Dan Ginn

**RSD-Total Control
191 Wright Brothers Ave
Livermore Ca. 94551
(408) 441-1811 office
(408) 592-5255
dginn@rsdrtc.com**

Section 16

APPENDIX I**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 business 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 business 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.

Business Name Harbor Pointe Air Conditioning & Control Systems, Inc.

Signature 

Printed Name/Title of Business Representative Sammi Perez, CFO / Office Manager

Date 4/21/2019

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

See handbook attachment.

HARBOR POINTE A/C – EMPLOYEE HANDBOOK ATTACHMENT

12.3 EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Harbor Pointe Air Conditioning & Control Systems Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), gender, gender identity, gender expression (including transgender), sexual orientation, military or veteran status, citizenship status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisors or any other designated member of management.

Policy Against Workplace Harassment

Harbor Pointe Air Conditioning & Control Systems Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), gender, gender identity, gender expression (including transgender), sexual orientation, military or veteran status, citizenship status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, applicants, unpaid interns, volunteers, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

HARBOR POINTE A/C – EMPLOYEE HANDBOOK ATTACHMENT

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), gender, gender identity, gender expression (including transgender), sexual orientation, military or veteran status, citizenship status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and

HARBOR POINTE A/C – EMPLOYEE HANDBOOK ATTACHMENT

- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify office management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH) to report unlawful harassment. The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or DFEH office.

APPENDIX I

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 business 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 business 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.

Business Name Refrigeration Supplies Distributor / Total Control

Signature James E. Lowe

Printed Name/Title of Business Representative JAMES E. LOWE / REGIONAL SYSTEMS MGR

Date 4-23-2019

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

Section 17

APPENDIX J**DEBARMENT AND SUSPENSION CERTIFICATION****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Contractor, 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 contractor 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.

Business Name Harbor Pointe Air Conditioning & Control Systems, Inc.

Signature 

Printed Name/Title of Business Representative Sammi Perez, CFO / Office Manager

Date 4/21/2019

APPENDIX J

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Contractor, 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.

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

Business Name Refrigeration Supplies Distributors Total Control

Signature James E. Lowe

Printed Name/Title of Business Representative JAMES E. LOWE / ~~STEVEN~~ REGIONAL SYSTEM MGR

Date 4-23-2019

Section 18

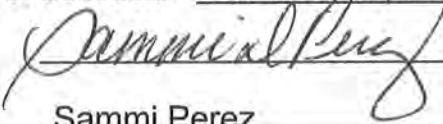
APPENDIX K**PREVAILING WAGE CERTIFICATION****RFP RO2356****HVAC System Repair and Maintenance Services**

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

4/24/2019Legal Name of Contractor Harbor Pointe Air Conditioning & Control Systems, Inc.

Signature



Print Name

Sammi Perez

Title

CFO / Office Manager

Wage and Benefit Schedule for Los Angeles and Orange Counties

DC16

Independent and District Council 16

Service Master Labor Agreement

Independent

Agreement # 15019-250

September 3, 2018 to September 1, 2019

Classifications	Wages	Paid Time Off	Total Taxable	Health & Welfare (*)	Local Pension (**)	National Pension	401a (**)	JATC	National Training	PIPE	ARCA /MCA	Total Non Taxable	Christmas Bonus (****)	Dues (***)	Total Package
Journeyman	\$ 44.90	\$2.30	\$ 47.20	\$ 10.62	\$7.33	\$1.50	\$0.51	\$1.90	\$0.10	\$0.25	\$0.35	\$ 22.56	(\$0.75)	(\$1.70)	\$ 69.76
Foreman (115%)	\$ 51.64	\$2.65	\$ 54.29	\$ 10.62	\$7.33	\$1.50	\$0.51	\$1.90	\$0.10	\$0.25	\$0.35	\$ 22.56	(\$0.75)	(\$1.70)	\$ 76.85
General Foreman (125%)	\$ 56.13	\$2.88	\$ 59.01	\$ 10.62	\$7.33	\$1.50	\$0.51	\$1.90	\$0.10	\$0.25	\$0.35	\$ 22.56	(\$0.75)	(\$1.70)	\$ 81.57
Certified Journeyman	\$ 45.90	\$2.30	\$ 48.20	\$ 10.62	\$7.33	\$1.50	\$1.01	\$1.15	\$0.10	\$0.25	\$0.35	\$ 22.31	(\$0.75)	(\$1.70)	\$ 70.51
Certified Foreman (115%)	\$ 52.79	\$2.65	\$ 55.44	\$ 10.62	\$7.33	\$1.50	\$1.01	\$1.15	\$0.10	\$0.25	\$0.35	\$ 22.31	(\$0.75)	(\$1.70)	\$ 77.75
Certified General Foreman (125%)	\$ 57.38	\$2.88	\$ 60.26	\$ 10.62	\$7.33	\$1.50	\$1.01	\$1.15	\$0.10	\$0.25	\$0.35	\$ 22.31	(\$0.75)	(\$1.70)	\$ 82.57
Apprentice Categories (one year each)															
Apprentice 1st Year (50% of Journeyman)	\$ 22.45	\$1.15	\$ 23.60	\$ 11.12	\$0.00	\$0.76	\$0.26	\$1.43	\$0.10	\$0.13	\$0.35	\$ 14.15	(\$0.75)	(\$1.05)	\$ 37.75
Apprentice 2nd Year (60% of Journeyman)	\$ 26.94	\$1.38	\$ 28.32	\$ 11.12	\$0.00	\$0.76	\$0.51	\$1.43	\$0.10	\$0.19	\$0.35	\$ 14.46	(\$0.75)	(\$1.05)	\$ 42.78
Apprentice 3rd Year (70% of Journeyman)	\$ 31.43	\$1.61	\$ 33.04	\$ 11.12	\$0.00	\$0.76	\$0.51	\$1.43	\$0.10	\$0.19	\$0.35	\$ 14.46	(\$0.75)	(\$1.05)	\$ 47.50
Apprentice 4th Year (80% of Journeyman)	\$ 35.92	\$1.84	\$ 37.76	\$ 11.12	\$0.00	\$0.76	\$0.76	\$1.43	\$0.10	\$0.19	\$0.35	\$ 14.71	(\$0.75)	(\$1.05)	\$ 52.47
Apprentice 5th Year (90% of Journeyman)	\$ 40.41	\$2.07	\$ 42.48	\$ 11.12	\$0.00	\$0.76	\$1.01	\$1.43	\$0.10	\$0.19	\$0.35	\$ 14.96	(\$0.75)	(\$1.05)	\$ 57.44
Mechanical Equipment Serviceman (MES) (****)	50-80%	(*****)		\$ 10.62	\$2.39	\$0.76	\$0.00	\$0.95	\$0.10	\$0.19	\$0.35	\$ 15.36	(\$0.75)	(\$1.05)	
Mechanical Equipment Serviceman (MES) (****)	50-80%	(*****)		\$ 10.62	\$3.08	\$1.13	\$0.00	\$0.95	\$0.10	\$0.19	\$0.35	\$ 16.41	(\$0.75)	(\$1.05)	
Tradesman (****)	\$12 min.	\$0.90		\$ 10.62	\$1.14	\$0.76	\$0.00	\$0.95	\$0.10	\$0.13	\$0.35	\$ 14.04	(\$0.75)	(\$1.05)	

(*) Pension rate includes (\$0.50) per hour as described in Section LA 4.01.D for all Journeyman Classifications, MES Classifications and the Tradesman Classification.

(*) Health and Welfare rate includes (\$0.50) per hour as described in Section LA 4.01.D for all Apprentice Classifications.

(**) (\$0.01) of the 401a Defined Contribution shall be used to pay the program administrative costs.

(***) Dues are included in the base wage for all classifications and for all hours worked. After taxing, deduct the appropriate Dues from wages. The per employee amount which is included in the "Composite Rate" is sent to the Joint Trust Depository. For Classifications paying (\$1.70) Dues, such dues are comprised of District Council 16 dues check-off (\$1.05) and Local Union 250 Dues of (\$0.65). Classifications paying (\$1.05) Dues, such dues are comprised of District Council 16 dues check-off of (\$1.05).

(****) Refer to 11.02-F for Probationary Period application.

(*****) Christmas Bonus per Local 250 By Laws. After taxing, deduct Christmas Bonus from wages and send to the Joint Trust Depository.

(******) Paid Time Off for the MES is calculated by multiplying the wage paid to the MES by Eight Percent.

Note: The Employer shall pay to the ARCA/MCA Promotion Fund (\$0.35) per hour worked for all classifications under this Agreement. That amount, which will be included in the "Composite Rate" is to be sent to the Joint Trust Depository.

APPENDIX K

PREVAILING WAGE CERTIFICATION

RFP RO2356

HVAC System Repair and Maintenance Services

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

4-23-2019

Legal Name of Contractor

Refrigeration Supplies Distributor/Total Control

Signature

James E. Lowe

Print Name

James E. Lowe

Title

Regional Systems Manager

Section 19

APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2356****HVAC System Repair and Maintenance Services**

Labor Code section 3700 in relevant part provides:

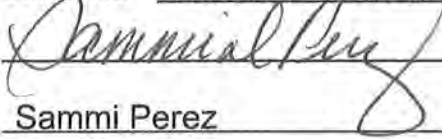
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in 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 4/21/2019

Legal Name of Contractor Harbor Pointe Air-Conditioning & Control Systems, Inc.

Signature 

Print Name Sammi Perez

Title CFO / Office Manager

(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.)



HARBPOI-01

LAUREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Goodman Insurance Services, Inc. 101 Pacifica, Suite 150 Irvine, CA 92618	CONTACT NAME: PHONE (A/C, No, Ext): (949) 769-3100 E-MAIL: ADDRESS:	FAX (A/C, No): (949) 769-3930
INSURED Harbor Pointe Air Conditioning & Control Systems, Inc. 720 S. Richfield Road Placentia, CA 92870	INSURER(S) AFFORDING COVERAGE INSURER A: West American Insurance Company INSURER B: American Fire & Casualty Company INSURER C: Benchmark Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 44393 24066 41394

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	BKW1956263574	12/14/2018	12/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT LOC OTHER:					
B	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	BAA1956263574	12/14/2018	12/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X CST5013886	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE QTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder(s), is/are named as additional insured per the attached forms, including primary wording, auto additional insured with waiver attached, and blanket work comp waiver attached, where required by written contract, with regard to the following project:

Maintenance Work - Orange County Fire Stations

CERTIFICATE HOLDER

CANCELLATION

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**Blanket Additional Insured Agreed
written contract, agreement, permit
720 S. Richfield Road

Placentia, CA 92870

Location(s) Of Covered OperationsAny location(s) when You have agreed in a written
contract, agreement or permit that person or
organization be added as an additional insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket Additional Insured agreed
written contract, agreement, permit
720 S. Richfield Road

Placentia, CA 92870

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer
Of Rights Of Recovery Against Others To Us** of
Section IV - Conditions:

We waive any right of recovery we may have
against the person or organization shown in the
Schedule above because of payments we make
for injury or damage arising out of your ongoing
operations or "your work" done under a contract
with that person or organization and included in
the "products-completed operations hazard".
This waiver applies only to the person or organi-
zation shown in the Schedule above.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX**SUBJECT****PROVISION NUMBER**

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled.

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

- B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D, Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D, Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private-passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D, Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. Member, if you are a limited liability company;
 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C, is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



GOODMAN
INSURANCE

ADVISING | PROTECTING | PERFORMING

April 22nd, 2019

Re: Harbor Pointe Air Conditioning & Control Systems, Inc.

Please see below ex-mod ratings for the last three years for our insured. Thank you.

2018-0.81

2017-0.83

2016-1.16

Let us know if you have any questions. Thank you!



Jordan Goodman

CEO

Goodman Insurance Services

APPENDIX L

WORKER'S COMPENSATION INSURANCE CERTIFICATION

RFP RO2356

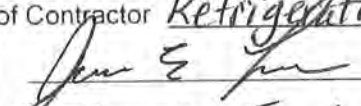
HVAC System Repair and Maintenance Services

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 in 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 4-23-2019
Legal Name of Contractor Refrigeration Supplies Distributor / Total Control
Signature 
Print Name JAMES E LOWE
Title REGIONAL SYSTEMS MANAGER

(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.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN102512703-03-GAWUP-19-20	INSURER(S) AFFORDING COVERAGE	
INSURED Refrigeration Supplies Distributor 26021 Atlantic Ocean Drive Lake Forest, CA 92630	INSURER A : AIG Specialty Insurance Company	NAIC # 26883
	INSURER B : Travelers Property Casualty Co. of America	25674
	INSURER C : Ironshore Specialty Insurance Company	25445
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

LOS-002317316-05

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Legal Liability <input checked="" type="checkbox"/> Pollution Ded. \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EG7190054 Pollution Legal Liability (Claims Made)	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Legal Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		8103F189213TIL19	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ APD Comp./Coll. Ded.: \$ 1,000 / 1,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EGU7190055	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	UB2L80380A1914G	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions SIR: \$50,000		002606403	01/01/2019	01/01/2020	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

Subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

Refrigeration Supplies Distributor
26021 Atlantic Ocean Drive
Lake Forest, CA 92630

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jaimie Borgonia

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Section 20

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

720 SOUTH RICHFIELD ROAD

6 City, state, and ZIP code

PLACENTIA, CA, 92870

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 3 - 0 5 8 0 8 4 9

Part II Certification

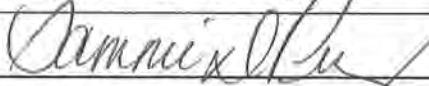
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 4/20/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ORANGE COUNTY FIRE AUTHORITY

RFP RO2356 HVAC SYSTEM REPAIR AND MAINTENANCE SERVICES

APPENDIX D – PRICING PAGE

ATTACHMENT B – PRICING SHEET

DUE: 11AM THURSDAY - APRIL 25, 2019

*720 South Richfield Road • Placentia • CA 92870
Office: (949) 859-6101 • 1-800-377-7911 • Fax: (949) 859-6153
License No. 683516*

APPENDIX D - PRICING PAGE

Proposal Costs - The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

Refer to Attachment B to provide line item pricing. Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$10,000 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

"PIGGYBACK" CLAUSE. Offeror shall indicate below if he will extend the same prices, terms, and conditions of the proposal to other public agencies: Yes ___ No ☒. Offeror's response to this question will not be considered in award of contract. When the offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts.

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful offeror.

No pricing adjustment will be allowed in the first year of the contract.

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2356 - HVAC Maintenance and Repair Services

Scheduled Maintenance Services	Annual Maintenance Cost	Quarterly Maintenance Cost	Extended Total
RFOTC	\$9,372.84	\$4,648.26	\$23,317.62
USAR Warehouse	\$685.25	\$451.18	\$2,038.79
Fire Station 2	\$137.88	\$89.64	\$406.80
Fire Station 4	\$369.16	\$241.38	\$1,093.30
Fire Station 5	\$232.39	\$141.66	\$657.37
Fire Station 6	\$313.38	\$219.79	\$972.75
Fire Station 7	\$243.69	\$183.98	\$795.63
Fire Station 8	\$143.91	\$89.94	\$413.73
Fire Station 9	\$192.53	\$138.56	\$608.21
Fire Station 10	\$143.91	\$89.94	\$413.73
Fire Station 11	\$143.69	\$95.46	\$430.07
Fire Station 13	\$138.02	\$89.79	\$407.39
Fire Station 14	\$150.16	\$89.94	\$419.98
Fire Station 15	\$185.23	\$136.99	\$596.20
Fire Station 16	\$137.56	\$131.83	\$533.05
Fire Station 17	\$403.13	\$276.49	\$1,232.60
Fire Station 18	\$287.86	\$197.13	\$879.25
Fire Station 19	\$329.76	\$233.29	\$1,029.63
Fire Station 20	\$447.43	\$287.54	\$1,310.05
Fire Station 21	\$261.24	\$195.06	\$846.42
Fire Station 22	\$299.25	\$184.84	\$853.77
Fire Station 23	\$257.66	\$190.90	\$830.36
Fire Station 24	\$190.93	\$136.96	\$601.81
Fire Station 25	\$132.63	\$90.13	\$403.02
Fire Station 26	\$139.23	\$91.00	\$412.23
Fire Station 27	\$200.47	\$146.50	\$639.97
Fire Station 28	\$263.17	\$146.00	\$701.17
Fire Station 29	\$506.60	\$392.92	\$1,685.36
Fire Station 30	\$289.71	\$141.01	\$712.74
Fire Station 31	\$185.23	\$136.99	\$596.20
Fire Station 32	\$138.17	\$132.44	\$535.49
Fire Station 33			
Fire Station 34	\$237.56	\$183.59	\$788.33
Fire Station 35	\$137.88	\$89.64	\$406.80
Fire Station 36	\$209.26	\$146.50	\$648.76
Fire Station 37	\$444.04	\$296.03	\$1,332.13
Fire Station 38	\$231.50	\$189.00	\$798.50
Fire Station 39	\$230.94	\$188.44	\$796.26
Fire Station 40	\$243.70	\$189.73	\$812.89
Fire Station 41	\$265.99	\$206.28	\$884.83
Fire Station 42	\$184.77	\$136.53	\$594.36
Fire Station 43	\$189.29	\$146.79	\$629.66
Fire Station 44	\$137.56	\$89.33	\$405.55
Fire Station 45	\$328.65	\$209.92	\$958.41
Fire Station 46	\$449.77	\$212.29	\$1,086.64
Fire Station 47	\$244.41	\$190.44	\$815.73
Fire Station 48	\$538.45	\$324.32	\$1,511.41
Fire Station 49	\$179.68	\$137.18	\$591.22
Fire Station 50	\$261.33	\$193.75	\$842.58
Fire Station 51	\$197.48	\$143.51	\$628.01
Fire Station 52			
Fire Station 53	\$254.65	\$194.21	\$837.28
Fire Station 54	\$242.46	\$179.87	\$782.07
Fire Station 55	\$252.31	\$189.72	\$821.47

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2356 - HVAC Maintenance and Repair Services

Fire Station 56	\$459.16	\$295.55	\$1,345.81
Fire Station 57	\$320.65	\$203.04	\$929.77
Fire Station 58	\$333.14	\$254.79	\$1,097.51
Fire Station 59	\$307.97	\$217.56	\$960.65
Fire Station 60	\$301.27	\$241.56	\$1,025.95
Fire Station 61	\$519.37	\$351.54	\$1,573.99
Fire Station 62	\$179.22	\$136.72	\$589.38
Fire Station 63	\$188.39	\$145.89	\$626.06
Fire Station 64	\$383.43	\$231.46	\$1,077.81
Fire Station 65	\$270.86	\$199.60	\$869.66
Fire Station 66	\$252.34	\$183.01	\$801.37
Fire Station 70	\$138.17	\$89.94	\$407.99
Fire Station 71	\$282.43	\$201.45	\$886.78
Fire Station 72	\$132.44	\$89.94	\$402.26
Fire Station 73	\$132.25	\$89.75	\$401.50
Fire Station 74	\$424.46	\$320.58	\$1,386.20
Fire Station 75	\$320.23	\$207.07	\$941.44
Fire Station 76	\$238.87	\$190.19	\$809.44
Fire Station 77	\$190.55	\$141.87	\$616.16
Fire Station 78	\$132.97	\$90.47	\$404.38
Fire Station 79	\$359.06	\$274.06	\$1,181.24

Total Annual Amount for Scheduled Maintenance Services \$81,682.93

Please provide the cost breakdown of materials and labor at standard prevailing wage rates for the scheduled services as specified.

**Total Cost
(Must Match Total Above)**

Materials Cost: **\$15,348.93**

Total Labor Cost: **\$56,042.36**

Classification 1: **Apprentice 3 - 5**

Rate **71.70** /per hour x Number of Hours **690** = **\$49473.00**

Classification 2: **Journeyman**

Rate **85.58** /per hour x Number of Hours **68** = **\$5819.44**

\$81,682.93

Classification 3: **General Foreman**

Rate **93.74** /per hour x Number of Hours **8** = **\$749.92**

Other Fees: **\$7,660.00**

Profit/Overhead: **\$2,631.64**

Additional Maintenance/Repair Services (Please provide total cost with materials and labor at standard prevailing wage rates as specified. Units are typically Trane or Carrier models)

Quantity of Repairs

Cost Per Repair

Extended Total

WATER LEAK - MAIN TRUNK CLOGGED MULTIPLE ROOF TOP UNITS

\$50.00

\$100.00

\$5,000.00

REPLACE T2800 STAT WITH INSPECTION AND PROGRAMMING

\$12.00

\$275.00

\$3,300.00

DIAGNOSE AND REPLACE FAILED SAFETY- NO FUNCTION OF HVAC SAFETY FAILED, REPLACE & RETURN TO OPERATION, TEST.

\$100.00

\$270.00

\$27,000.00

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2356 - HVAC Maintenance and Repair Services

DIAGNOSE AND REPLACE MOTOR (OEM) 5 TON UNIT	\$25.00	\$697.00	\$17,425.00
LEAK CHECK AND REPAIR W/ RECOVERY, BRAZE, PRESSURE TEST, VAC AND FRESH CHARGE (R-22)	\$40.00	\$925.00	\$37,000.00
DIAGNOSE AND REPLACE OEM COMPRESSOR, REV VALVE, DRIER, CONTACTOR, NEW REFRIGERANT (R-22)	\$10.00	\$2,389.50	\$23,895.00
Total Amount for Repair Services			\$113,620.00
Total Amounts from Maintenance and Repair Services			\$195,302.93
<p align="center">Please provide the information below. This information will not affect the determination for contract award but will be part of the contract to the awarded vendor.</p>			
Additional Rates and Fees Information	Rate		
Labor per hour - Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.			
Classification: Labor Stations	\$87.50 /hr		
Classification: Labor HQ	\$113.00 /hr		
Classification: Labor Controls	\$125.00 /hr		
Labor per hour - Overtime Rate:			
Classification: Labor Station	\$131.25 /hr		
Classification: Labor HQ	\$169.50 /hr		
Classification: Labor Controls	\$187.50 /hr		
Minimum Call Out charge (if applicable)	\$ N/A		
Trip Charge (if applicable)	\$5.00 Per Hour		
Discount Percentage off List Price	5-30 %		



REQUEST FOR BEST AND FINAL OFFER
RFP RO2356 – HVAC MAINTENANCE AND REPAIR SERVICES

DATE BEST AND FINAL OFFER REQUESTED: June 12, 2019

DUE DATE FOR BEST AND FINAL OFFER: JUNE 5, 2019 AT 5:00 P.M.

Harbor Pointe Air Conditioning and Control Systems submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA).

As part of the evaluation/negotiation process, the OCFA is exercising the right to request a best and final offer from the top-ranking firm(s) for further evaluation and consideration. The purpose of the Best and Final Offer is to allow both OCFA and the respondent to make any modifications to the terms of the contract before making the final decision in the award.

OCFA intends to use the standard Maintenance Services Agreement (MSA) that was provided in the RFP once the contract is awarded. No exceptions were identified in your submitted proposal.

Please complete the attached best and final pricing page and provide a response to the questions. Best and Final Offers must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. Please submit your response to this request via e-mail to: rothchildong@ocfa.org.

Thank you for your interest in doing business with Orange County Fire Authority.

Sincerely,

A handwritten signature in black ink, appearing to read "Rothchild Ong", is written over a horizontal line.

Rothchild Ong
Assistant Purchasing Agent

BEST AND FINAL PRICING PAGE

Please complete the requested information below with BAFO Pricing Sheet and submit via e-mail to: rothchildong@ocfa.org.

Scheduled and As-Needed Maintenance and Repair		
DESCRIPTION OF SERVICES	Original Offer	BAFO
Annual amount for Scheduled Maintenance Services	\$81,682.93	\$81,682.93
Total Amount for Repair Services	\$113,620.00	\$113,620.00
Total Cost:	\$195,302.93	\$195,302.93

1. OCFA will be adding the City of Garden Grove as a member city. Please verify that your company is able to provide services in this city and an additional eight (8) Fire Stations in accordance with RFP RO2356.

Yes, we currently provide HVAC services to the City of Garden Grove at the Police Department, City Hall
and other city facilities.

TO THE ORANGE COUNTY FIRE AUTHORITY:

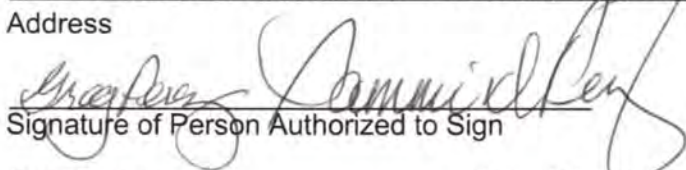
The Undersigned hereby amends the original proposal as indicated in this Best and Final Offer and shall provide online payment processing services with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. The representations herein are made under penalty of perjury.

HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.

Name of Company

720 SOUTH RICHFIELD ROAD, PLACENTIA, CA 92870

Address


Signature of Person Authorized to Sign

Greg Perez

Sammi Perez

Printed Name

6/21/2019

Date

President

CFO

Title

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2356 - HVAC Maintenance and Repair Services

BAFO

Scheduled Maintenance Services	Annual Maintenance Cost	Quarterly Maintenance Cost	Extended Total
RFOTC	\$9,372.84	\$4,648.26	\$23,317.62
USAR Warehouse	\$685.25	\$451.18	\$2,038.79
Fire Station 2	\$137.88	\$89.64	\$406.80
Fire Station 4	\$369.16	\$241.38	\$1,093.30
Fire Station 5	\$232.39	\$141.66	\$657.37
Fire Station 6	\$313.38	\$219.79	\$972.75
Fire Station 7	\$243.69	\$183.98	\$795.63
Fire Station 8	\$143.91	\$89.94	\$413.73
Fire Station 9	\$192.53	\$138.56	\$608.21
Fire Station 10	\$143.91	\$89.94	\$413.73
Fire Station 11	\$143.69	\$95.46	\$430.07
Fire Station 13	\$138.02	\$89.79	\$407.39
Fire Station 14	\$150.16	\$89.94	\$419.98
Fire Station 15	\$185.23	\$136.99	\$596.20
Fire Station 16	\$137.56	\$131.83	\$533.05
Fire Station 17	\$403.13	\$276.49	\$1,232.60
Fire Station 18	\$287.86	\$197.13	\$879.25
Fire Station 19	\$329.76	\$233.29	\$1,029.63
Fire Station 20	\$447.43	\$287.54	\$1,310.05
Fire Station 21	\$261.24	\$195.06	\$846.42
Fire Station 22	\$299.25	\$184.84	\$853.77
Fire Station 23	\$257.66	\$190.90	\$830.36
Fire Station 24	\$190.93	\$136.96	\$601.81
Fire Station 25	\$132.63	\$90.13	\$403.02
Fire Station 26	\$139.23	\$91.00	\$412.23
Fire Station 27	\$200.47	\$146.50	\$639.97
Fire Station 28	\$263.17	\$146.00	\$701.17
Fire Station 29	\$506.60	\$392.92	\$1,685.36
Fire Station 30	\$289.71	\$141.01	\$712.74
Fire Station 31	\$185.23	\$136.99	\$596.20
Fire Station 32	\$138.17	\$132.44	\$535.49
Fire Station 33			
Fire Station 34	\$237.56	\$183.59	\$788.33
Fire Station 35	\$137.88	\$89.64	\$406.80
Fire Station 36	\$209.26	\$146.50	\$648.76
Fire Station 37	\$444.04	\$296.03	\$1,332.13
Fire Station 38	\$231.50	\$189.00	\$798.50
Fire Station 39	\$230.94	\$188.44	\$796.26
Fire Station 40	\$243.70	\$189.73	\$812.89
Fire Station 41	\$265.99	\$206.28	\$884.83
Fire Station 42	\$184.77	\$136.53	\$594.36
Fire Station 43	\$189.29	\$146.79	\$629.66
Fire Station 44	\$137.56	\$89.33	\$405.55
Fire Station 45	\$328.65	\$209.92	\$958.41
Fire Station 46	\$449.77	\$212.29	\$1,086.64
Fire Station 47	\$244.41	\$190.44	\$815.73
Fire Station 48	\$538.45	\$324.32	\$1,511.41
Fire Station 49	\$179.68	\$137.18	\$591.22
Fire Station 50	\$261.33	\$193.75	\$842.58
Fire Station 51	\$197.48	\$143.51	\$628.01
Fire Station 52			
Fire Station 53	\$254.65	\$194.21	\$837.28
Fire Station 54	\$242.46	\$179.87	\$782.07
Fire Station 55	\$252.31	\$189.72	\$821.47

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2356 - HVAC Maintenance and Repair Services

BAFO

Fire Station 56	\$459.16	\$295.55	\$1,345.81
Fire Station 57	\$320.65	\$203.04	\$929.77
Fire Station 58	\$333.14	\$254.79	\$1,097.51
Fire Station 59	\$307.97	\$217.56	\$960.65
Fire Station 60	\$301.27	\$241.56	\$1,025.95
Fire Station 61	\$519.37	\$351.54	\$1,573.99
Fire Station 62	\$179.22	\$136.72	\$589.38
Fire Station 63	\$188.39	\$145.89	\$626.06
Fire Station 64	\$383.43	\$231.46	\$1,077.81
Fire Station 65	\$270.86	\$199.60	\$869.66
Fire Station 66	\$252.34	\$183.01	\$801.37
Fire Station 70	\$138.17	\$89.94	\$407.99
Fire Station 71	\$282.43	\$201.45	\$886.78
Fire Station 72	\$132.44	\$89.94	\$402.26
Fire Station 73	\$132.25	\$89.75	\$401.50
Fire Station 74	\$424.46	\$320.58	\$1,386.20
Fire Station 75	\$320.23	\$207.07	\$941.44
Fire Station 76	\$238.87	\$190.19	\$809.44
Fire Station 77	\$190.55	\$141.87	\$616.16
Fire Station 78	\$132.97	\$90.47	\$404.38
Fire Station 79	\$359.06	\$274.06	\$1,181.24
Total Annual Amount for Scheduled Maintenance Services			\$81,682.93

Please provide the cost breakdown of materials and labor at standard prevailing wage rates for the scheduled services as specified.

**Total Cost
(Must Match Total Above)**

Materials Cost: **\$15,348.93**

Total Labor Cost: **\$56,042.36**

Classification 1: **Apprentice 3 - 5**

Rate **71.70** /per hour x Number of Hours **690** = **\$49,473.00**

Classification 2: **Journeyman**

Rate **85.58** /per hour x Number of Hours **68** = **\$5,819.44**

\$81,682.93

Classification 3: **General Foreman**

Rate **93.74** /per hour x Number of Hours **8** = **\$749.92**

Other Fees: **\$7,660.00**

Profit/Overhead: **\$2,631.64**

Additional Maintenance/Repair Services (Please provide total cost with materials and labor at standard prevailing wage rates as specified. Units are typically Trane or Carrier models)	Quantity of Repairs	Cost Per Repair	Extended Total
WATER LEAK - MAIN TRUNK CLOGGED MULTIPLE ROOF TOP UNITS	\$50.00	\$100.00	\$5,000.00
REPLACE T2800 STAT WITH INSPECTION AND PROGRAMMING	\$12.00	\$275.00	\$3,300.00
DIAGNOSE AND REPLACE FAILED SAFETY- NO FUNCTION OF HVAC SAFETY FAILED, REPLACE & RETURN TO OPERATION, TEST.	\$100.00	\$270.00	\$27,000.00

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2356 - HVAC Maintenance and Repair Services

BAFO

DIAGNOSE AND REPLACE MOTOR (OEM) 5 TON UNIT	\$25.00	\$697.00	\$17,425.00
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Minimum Call Out charge (if applicable)		\$ N/A	
Trip Charge (if applicable)		\$5.00 Per Hour	
Discount Percentage off List Price		5-30 %	

SCOPE OF WORK

SECTION II: SCOPE OF WORK

The OCFA is seeking contractors for maintenance and repair of Heating, Ventilation, and Air Conditioning (HVAC) Systems located throughout Orange County, CA. Our systems include hoses, piping, mechanical, electrical, monitoring equipment and other HVAC system appurtenances.

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of HVAC systems at headquarters, fire stations, and other properties. The purpose of this Request for Proposals is to establish a contract for repair and maintenance services on an as needed basis. The successful contractor will provide services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair OCFA HVAC systems. The list, addresses, and available HVAC system information are provided as Attachment A. Continual and reliable operation is essential for the 24-hour operation of our facilities. It is essential that prompt, thorough service is provided at these locations.

The intent of these specifications is to describe the repair and maintenance requirements in general terms. The detailed specifications required will be based on the particular requirements at the time that a given job and be judged based on those requirements. OCFA will consider value-engineering suggestions from Contractor and may accept alternates recommended if they provide equal or better functionality, durability, and cost effectiveness; however, OCFA, in its sole discretion, may require specific manufacturers and model numbers for any given job.

Overview

- A. The successful firm will deliver a proposal that outlines a schedule of preventative maintenance of the HVAC for service performed bi-monthly, quarterly and annually for air conditioning, heating, boilers, pumps, chillers, filters, and programming of Johnson control systems 2.0 and 5.0 for both RFOTC, Fire Stations, and other properties which vary in range from 1,500 – 20,000 square feet. This will also include inspection of machinery, troubleshooting, energy procedures, and 24 hour on-call emergency repairs of all systems when required. Please see equipment lists as provided in Attachment A for RFOTC and Fire Stations. OCFA lists are all-inclusive at the time of this solicitation. However, equipment lists are subject to revisions after contract has been awarded.
- B. Continued operation of the HVAC systems is essential for the 24-hour occupancy of OCFA facilities. It is essential that prompt, thorough services are provided at these locations.
- C. Maintenance and Repairs to HVAC systems will be provided by contractor to OCFA.
- D. The contract and pricing will include: labor, equipment, transportation, materials, supplies, training, taxes, permits, fees and reports to meet the specifications contained herein.
- E. A list of systems covered under the contract is included in Attachment A.

Service Requirements

- A. All maintenance and repairs performed on HVAC systems; associated equipment and accessories, monitoring systems, and other related items must be performed in compliance to local, state and/or federal regulations. Contractor must conduct operations in accordance to policies, rules and regulations of the regional, state and/ or federal enforcement agencies. Work performed must be accompanied with the appropriate required licenses.

- B. Technicians must be familiar with and certified by the equipment manufacturer(s) in installation, troubleshooting and repairs.
- C. OCFA requires 48-hour notification prior to maintenance, testing, and repairs.
- D. Service orders must be signed by an authorized OCFA employee before contractor leaves the work site to explain the completion or suspension of work. If no OCFA point of contact is present, please call Steve Klein at (714)573-6475.
- E. Contractor must provide all necessary materials for proper handling, storage or disposal of materials and wastes collected. Hazardous Waste storage at OCFA facilities is not allowed unless explicitly authorized by OCFA Property Management or designee. Contractor must provide appropriate spill kit, absorbent materials, containers or other emergency spill cleanup methods. *Note: OCFA locations are equipped with a spill kit for use in an emergency situation only. Contractor is responsible for any and all costs associated with the mitigation of any spill, materials used, and any resulting damage or loss.*

Quarterly and Annual Scheduled Maintenance – RFOTC by Equipment Category

*Johnson control systems MetaSys 2.0

- A. Heat Rejection Systems - Reciprocating- Air-Cooled
 - a. Quarterly Preventative Maintenance
 - i. Check oil level. Oil samples shall be taken and evaluated on all compressors during the Spring service check refrigerant charge.
 - ii. Check for normal/proper operation.
 - iii. Check operation of high and low-pressure controls and safety controls Check for visible signs of refrigerant leaks.
 - iv. Check and lube condenser fans and motors.
 - v. Check condenser surface for cleanliness. Chemical clean and high pressure wash at least once per year.
 - b. Annual Maintenance
 - i. All quarterly preventive maintenance
 - ii. Chemically clean and pressure wash all coils
- B. Air Handlers – Central Station Units Only
 - a. Quarterly Preventative Maintenance
 - i. Lubricate all accessible bearings as required and inspect fan wheel.
 - ii. Inspect fan unit mountings.
 - iii. Inspect fan unit flex connectors.
 - iv. Inspect and adjust drive belts.
 - v. Inspect fan drive sheaves for wear.
 - vi. Inspect and clean drain pans, insure accessibility.
 - vii. Clean, check, and inspect supply fans and variable frequency drives (VFD)

b. Annual Maintenance

- i. All quarterly maintenance checks and service.
- ii. Chemically clean and wash coils

C. Boilers- Hot Water

a. Quarterly Preventative Maintenance

- i. Blow down boiler.
- ii. Flush the auto-feeder.
- iii. Check the feeder strainer and clean as necessary.
- iv. Check and clean the gauge glass.
- v. Check the low water device and clean as required.
- vi. Inspect the pilot operation and safety controls.
- vii. Inspect the main burner condition and operation using electronic Moxier equipment.
- viii. Check boiler clock.
- ix. Check all linkage and lube as required.
- x. Check the safety relief valve and lube as necessary.

b. Annual Maintenance

- i. All quarterly preventive maintenance checks and service.
- ii. Complete annual service and cleaning.
- iii. Provide a written report stipulating the absence of CO.

D. Chillers/Compressors – Reciprocating Water Cooled

a. Quarterly Preventative Maintenance

- i. Check oil level.
- ii. Change oil filters at Spring service.
- iii. Check refrigerant charge.
- iv. Check for normal, proper operation.
- v. Check operation of high and low pressure controls and safety controls.
- vi. Check for visible signs of refrigerant leaks.
- vii. Log pressures, temperature and amperage.

b. Annual Maintenance

- i. All quarterly preventive maintenance check and services.
- ii. Complete an annual maintenance service as specified in manufacturer's specifications.

E. Water Pumps

a. Quarterly Preventative Maintenance

- i. Lubricate bearings as required.
- ii. Check reservoir oil level and add oil as required.
- iii. Check for water leaks.
- iv. Inspect pump couplings for wear and alignment.

- v. Check mounting heater for proper operation.
- vi. Check pump operating pressures as required
- vii. Check for abnormal vibration or noise.
- viii. Check for motor starter and electrical connection adjust/tighten as required

F. Water Treatment

- a. Quarterly Preventative Maintenance
 - i. Check closed-loop for proper nitrite levels

G. Package Units

- a. Quarterly Preventative Maintenance
 - i. Check cooling operation (gas and electric)
 - ii. Check heating operation.
 - iii. Check condenser surface at least once per year, chemically clean with high pressure washer.
 - iv. Check evaporator surface.
 - v. Check supply fan or blower.
 - vi. Inspect and adjust drive belts, as needed.
 - vii. Check condenser fans.
 - viii. Lubricate all accessible bearings.
 - ix. Check refrigerant charge.
 - x. Check for proper voltage and electrical connections.
 - xi. Check crankcase heater for operation.
 - xii. Check controls, contactors and safeties.
 - xiii. Insure all panels are securely installed.
 - xiv. Check return and supply air temperature.
 - xv. Check filters, clean or replace per contract.
 - xvi. Visually check system for leaks and piping integrity.
 - xvii. Check economizer operation if applicable.
 - xviii. Check pilot or igniter for proper operation.
 - xix. Visually check heat exchanger and clean if necessary.
 - xx. Check flue and flue cap.
 - xxi. Check all safety controls.
 - xxii. Check venter motor.
 - xxiii. Check all duct connections.
 - xxiv. Inspect and clean drain pans.
 - xxv. Inspect the main burner condition and operation using electronic Moxier equipment
- b. Annual Maintenance
 - i. All quarterly preventive maintenance checks and services
 - ii. Chemically clean and power wash coils and condensers.

H. Exhaust Fans

- a. Quarterly Preventative Maintenance

- i. Lube bearings.
- ii. Inspect fan wheel(s).
- iii. If accessible, inspect fan unit mountings.
- iv. Inspect fan unit flex connectors.
- v. Inspect drive belts and adjust as required.
- vi. Inspect fan pulleys for wear.
- vii. Inspect and clean drain pan

b. Annual Maintenance

- i. Replace all drive belts

I. Filters

a. Quarterly Preventative Maintenance

- i. Filters shall be changed quarterly using standard Merv – 8; 2" or 4" 30/30 pleated filters as specified unless otherwise specified by Property Management.

J. Belts

a. Quarterly Preventative Maintenance

- i. Belts condition will be inspected during each quarterly service and replaced during one of the services.

K. Coils

a. Quarterly Preventative Maintenance

- i. Clean as required

b. Annual Maintenance

- i. Chemically clean and power wash

Quarterly and Annual Scheduled Maintenance – Fire Stations

A. Quarterly Preventative Maintenance

- a. Insure proper lock-out procedures of all electrical power and hazardous energy prior to performing any work.
- b. Check the condition of all diffusers, grates and dampers.
- c. Check, clean or replace all filters as required (Merv 8, 30-30 pleated filters).
- d. Check all mounting bolts, hanger rods, and mounting brackets for proper condition and security.
- e. Inspect all piping for leak integrity.
- f. Check and adjust (if necessary) all belts for alignment, tension and condition.
- g. Check sheaves, shafts, and all couplings for tightness and wear.
- h. Check all bearings, and seals for signs of wear and failure.
- i. Check all motors and bearings for heat, noise and vibration.
- j. Clean all fan assemblies.

- k. Check fan assemblies, blade condition, pitch, bearing, shafts, and mounts. Check for vibration.
- l. Lubricate all bearing and lubrication points as necessary.
- m. Check all condensation drain lines and pumps for condition, leaks, and obstructions.
- n. Check for proper refrigerant charge.
- o. Check for proper lubricant levels in all compressors.
- p. Check all coils and condensers. At least one service shall include cleaning.
- q. Add pan tablets at least once per year to prevent growth in pans/units.
- r. Check and verify proper operation of all gas valves and pilots.
- s. Check fire boxes, burners and heat exchanges for proper operation.

B. Annual Maintenance

- a. Replace all drive belts.
- b. Chemically clean and pressure wash all coils and condensers.
- c. Add pan tablets to condensate pans to prevent any growth in the unit.

C. Additional Fire Station System Notes:

- a. The following stations have exceptional energy management system and/or a unique scheduled maintenance requirement:
 - i. Fire Station 17 – Johnson Control System, Metasys 5.0.
 - ii. Fire Station 46 – Johnson Control System, Metasys 5.0.
 - iii. Fire Station 58 – Carrier VVT control system.
 - iv. Fire Station 71 – Carrier VVT control system.
 - v. Fire Station 61 – Quarterly maintenance must include coil cleaning/washing due to location and exposure to debris.
 - vi. Fire Stations 7, 29, 34, 61, 20 – Pelican Control Systems

Maintenance Requests:

- A. Contractor must be equipped and licensed to perform system maintenance on HVAC equipment as required per Contractor qualifications section listed below.
- B. All work requiring permits or agency notifications prior to service must be handled by the contractor prior to the start of the job.
- C. The service order must be signed by an authorized OCFA employee before contractor leaves the work site in order to explain the completion or suspension of work. If no OCFA point of contact is present, please call Steve Klein at (714) 573-6475 or Property Management at (714) 573-6470.
- D. All work must be authorized by Steve Klein, Facilities Manager or a site point of contact before services begin.
- E. If at any time, repairs are estimated to exceed \$2,500, a detailed quote on company letterhead is required prior to authorization of work.

Performance Hours

All work must be performed Monday through Thursday between the hours 7:00 a.m. and 5:00 p.m. unless otherwise specified by OCFA staff. The OCFA is closed for business on alternate Fridays of every month. In addition, routine maintenance, testing and inspection work must not be scheduled on OCFA recognized holidays as follows: New Year's Day, Martin Luther King Jr., Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Program Schedule

- A. Contractor must prepare and submit a schedule for review and approval within fourteen (14) calendar days after award of contract.
- B. Contractor must strictly comply with the schedule once it has been reviewed and approved. If it is necessary to deviate from the schedule, the contractor must notify the OCFA Facilities Manager, or a designee, a minimum of two (2) working days prior to the deviation.
- C. Contractor must prepare and submit a revised schedule within five (5) working days after request.
- D. It is preferred that all immediate work, except additions, is performed within sixty (60) calendar days after award of the contract. The contractor must become familiar with the past maintenance schedule and will propose a schedule which will be subject to the review and approval of the OCFA. Any such proposal which concentrates maintenance in the later period of the Contract will be rejected.
- E. Individual services will be scheduled for any new equipment as they are added.
- F. The Contractor must exercise all efforts to limit interference with the normal activities of an OCFA facility during the course of work. Contractor equipment and vehicles must not restrict the normal flow in and out of any OCFA Facility.

Additional Requirements:

- All work is subject to the inspection and approval of OCFA Property Management or a designated representative at each facility, prior to acceptance and approval for payment.
- The OCFA reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.
- Contractor must be responsive to the requests of OCFA Facilities Manager – Steve Klein. All other requests or inquiries shall be directed to Property Management, the Contract Coordinator or the Contract Manager noted below.

- Contractor must be readily identifiable with either company logo(s) on vehicles, badging, uniform or a combination of.
- Exception: the specific request involves public/employee health or safety or the security of the specific facility.
- Contract Coordinator: OCFA/Property Management (714) 573-6470
- Contract Officer: Steve Klein – Facilities Manager; 714-573-6475; steveklein@ocfa.org

MINIMUM QUALIFICATIONS

- 1) Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing HVAC system repair and maintenance services. Offerors must meet the following minimum requirements to be considered responsive.
 - a. **Include copies of ALL licenses/certifications along with your bid submittal. Certifications, at a minimum will include, as applicable:**
 - i. Johnson Control systems 2.0 and 5.0
 - ii. Metasys V 2.0, 5.0, N-2 legacy, DX9100 controller, UNT controller VMA, Web based NAE and ADS Server, BAC net, and FEC
- 2) Contractor must possess a valid California **C-4 Boiler, Hot-Water Heating System Fitting, C-20 Heating/Air Conditioning, and C-38 Refrigeration**, or other appropriate Contractor's licenses at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
- 3) Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

Offerors must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the submitted proposal to be eliminated from further consideration in the evaluation process.

**ORANGE COUNTY FIRE AUTHORITY
HEATING, VENTILATION, AIR CONDITIONING MAINTENANCE AND REPAIR
SERVICES AGREEMENT**

THIS AGREEMENT FOR HEATING, VENTILATION, AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this 25th day of July, 2019 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and ACCO Engineered Systems, Inc., a California Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to provide HVAC maintenance and repair services at the OCFA Regional Fire Operations and Training Center (RFOTC) located at 1 Fire Authority Rd. Irvine, CA 92602, fire stations, and other properties.

B. Contractor has submitted to OCFA a proposal to provide such scheduled maintenance services dated April 25, 2019, as modified by its Best and Final Offer, dated June 19, 2019, copies of which are maintained on file with the Clerk of the Authority, and both of which are incorporated herein by this reference ("Contractor's Proposal").

C. OCFA desires to retain Contractor to provide such HVAC maintenance and repair services

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those HVAC maintenance and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Contractor warrants that all HVAC maintenance and repair Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

1.2 Contract Documents.

This Agreement shall consist of the following: (1) this Agreement, inclusive of Exhibit "A"; (2) OCFA Request for Proposals Number RO2356 (the "RFP"), and (3) Contractor's Proposal. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) this Agreement, (2nd) the RFP, and (3rd) Contractor's Proposal.

1.3 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.4 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the

location or locations at or with respect to where the Services or Work is to be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

1.8 Non-Exclusive Agreement.

Contractor acknowledges that OCFA may enter into agreements with other contractors, consultants, or vendors for services similar to the Services that are the subject of this Agreement. Contractor further acknowledges that OCFA may have its own employees perform services similar to the Services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an annual amount not to exceed \$100,000 (One Hundred Thousand Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

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

2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations.

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

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

3.3 Force Majeure.

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

4. COORDINATION OF WORK

4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Eric Rose, Project Manager

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

4.2 Contract Officer.

The Contract Officer shall be Steve Klein, Facilities Manager, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity

and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

4.5 Employee Retirement System Eligibility Indemnification.

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

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

5. INSURANCE

5.1 Compliance with Insurance Requirements.

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

5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury

and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements.

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days’ prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds

under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Work under this Agreement who are brought onto or involved in the Work by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided

in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the OCFA for review.

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor

shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory

performance. In the event Contractor fails to cure its default within such period of time, OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or

segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice.

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

Orange County Fire Authority
Attention: Steve Klein
1 Fire Authority Road
Irvine, CA 92602

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

To Contractor:

ACCO Engineered Systems, Inc.
Attention: Eric Rose
6446 E. Washington Blvd.
Commerce, CA 90040

10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.8 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper, Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: _____



DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Authority

Date: July 18, 2019

"CONTRACTOR"

ACCO ENGINEERED SYSTEMS, INC.

Date: _____

By: _____

Jacob Gable, Regional Manager

Date: _____

By: _____

Eric Rose, Project Manager

EXHIBIT A



April 25, 2019

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Mechanical Services

818 / 625-5252 Cell
800 / 998-2226 Service
818 / 548-4402 Fax
6265 San Fernando Rd
Glendale, CA 91201-2214

Subject: RFP No. RO2356 – Transmittal Letter

- a. ACCO Engineered Systems has reviewed the RFP and understands all requirements and intends to perform necessary HVAC services. Under the ACCOCare preventive maintenance program, the HVAC systems would be properly maintained for the rest of their life cycle, leading to the following benefits:
- Enables air conditioning systems to continue working effectively to create proper environments for building occupants
 - Minimizes downtime and service call costs due to untimely equipment breakdowns
 - Reduces costs by maintaining the energy efficiency of your systems
 - Extends HVAC equipment life

ACCO Service Technicians will visit the facility each month and perform quarterly (OR monthly, see pricing) in-depth inspections, diagnoses and cleaning on a planned maintenance schedule.

By selecting ACCO services, customers employ the capabilities of the largest mechanical service, engineering and construction company in Southern California. With highly skilled field service technicians and dedicated in-house resources including engineering and design, sheet metal and piping, ACCO has the resources to meet all HVAC needs. ACCOCare maintenance plan customers also receive the benefit of preferred response times in the case of emergencies. Our service department can be reached 24/7 using our toll free number.

- b. ACCO has been in business under the name ACCO Engineered Systems, Inc. for 20 years. ACCO was previously named Air Conditioning Company for over 50 years. ACCO has been in business for a total of 81 years.
- c. ACCO Engineered Systems does not have any commitments or potential commitments that may impact the proposer's ability to perform this contract.

For further questions, please contact the undersigned.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Rose".

Eric Rose
Project Manager
6446 E. Washington Ave.
Commerce, CA 90040
949.331.8337
erose@accoservice.com

A handwritten signature in blue ink, appearing to read "Jacob Coble".

JACOB COBLE
REGIONAL MANAGER



**engineered
systems**

Mechanical Services

818 / 625-5252 Cell
800 / 998-2226 Service
818 / 548-4402 Fax
6265 San Fernando Rd.
Glendale, CA 91201-2214

April 25, 2019

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Subject: RFP No. RO2356 – Offeror's Detailed Information

- a. Please see attached company document pages 2, 4, 19 and 22 for the required information.
- b. ACCO Engineered Systems is an S Corporation.

For further questions, please contact the undersigned.

Respectfully,

Eric Rose
Project Engineer
6446 E. Washington Ave.
Commerce, CA 90040
949.331.8337
erose@accoservice.com

PREPARED FOR ORANGE
COUNTY FIRE AUTHORITY
RFP - RO2356



HVAC SHEET METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING
BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING

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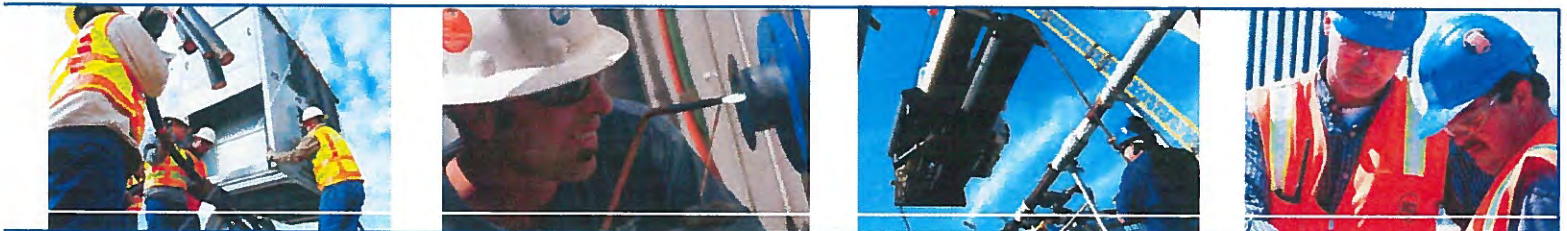
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HVAC • SHEET METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING
BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING



WELCOME TO THE WORLD OF ACCO

ACCO Engineered Systems is an employee-owned mechanical contractor with specialties in heating, ventilating, air conditioning, refrigeration, plumbing, process piping, building automation, industrial construction and service. Through an engineering orientation, we provide these services to the new construction and existing building markets. Since 1934, ACCO's mission has been to provide its customers with the most cost-effective mechanical systems for their facilities through the integration knowledge of engineering, construction, and service.



History of ACCO Engineered Systems

ACCO Engineered Systems was founded in 1934 as Air Conditioning Company (ACCO), a proprietorship, by Ira Prentiss Fulmor at 1005 Santa Fe Street, Los Angeles. The former name of the company was chosen to indicate what the company did because few people knew about air conditioning. In 1949, the business moved from downtown Los Angeles to Glendale at its present address. In 1950, ACCO transformed from an air conditioning distributor and became an independent corporation. Kenneth D. Simon was President from 1969 to 1980, Theodore M. Seidman was President from 1981 to 1989, and in 1990, John Aversano became President. ACCO has a corporate Board of Directors made up of inside officers and outside directors with four scheduled meetings per year, presided over by the Chairman of the Board.

Over the years ACCO has grown to become a leader in the design, installation, and service of industrial, commercial, high-rise, residential, and institutional air conditioning, heating, ventilation, plumbing, process piping, and DDC control systems. ACCO's name was changed in 2002 to ACCO Engineered Systems to better reflect the many aspects of its business. A national trade publication recently ranked ACCO among the 5 largest heating, ventilating, and air conditioning contractors in the nation. The company has an average of 1,725 employees. ACCO's offices and manufacturing facilities occupy over 20 acres.

The construction work areas include office buildings, biopharmaceutical, semi-conductor, medical centers and hospitals, micro-electronics, manufacturing plants, entertainment, retail, telecommunications, educational facilities, data centers, and high rise residential. ACCO has completed work in Arizona, California, Florida, Hawaii, Illinois, Louisiana, Maryland, Michigan, Nevada, New Jersey, New Mexico, Oregon, Tennessee, Texas, Utah, Virginia, Washington, Washington D.C., and Mexico.

ACCO's general offices are located in Glendale, CA, with other principal offices in San Leandro, Sacramento, Orange County, Azusa, San Diego, Bakersfield, Fresno, Petaluma, Redding, Vacaville, CA, Boise, ID, Las Vegas, NV, and Seattle, WA.





ACCO IS A MEMBER OF THE AIR CONDITIONING AND REFRIGERATION CONTRACTORS ASSOCIATION, SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC., THE MECHANICAL CONTRACTORS ASSOCIATION OF AMERICA, INC., AND MECHANICAL SERVICE CONTRACTORS OF AMERICA.

Project Management

Your Personal Representative

At ACCO, when we accept a job, we accept all the responsibility that goes with it. An ACCO Project Manager supervises the project from the initial contact through conceptual studies, engineering design, energy studies, estimating, sales, construction and commissioning. This responsibility continues through final acceptance as well as the warranty period.

Your Project Manager's responsibility is to get your job done ... on time and on budget. ACCO pioneered this single source of responsibility to ensure that we adhere strictly to all of the project requirements, quality demands and time schedules.

Keeping Your Project on Schedule

Keeping on schedule requires a large amount of up-to-date information. ACCO maintains a computerized database on all projects to allow project managers to have immediate access to up-to-date labor reports, equipment and materials status, and time and cost accounting.

Diverse Experience & A Flexible Approach

ACCO has successfully completed projects of every variety- from simple warehouse installations to complex semiconductor and bio-tech fabrication facilities requiring the most advanced technological skills. We can work with an engineer of your choice to develop and analyze systems for your project, or you can utilize ACCO's in-house engineering resources to design the system for your project that meets your quality and budget requirements. In both cases, we guarantee price, performance, and schedule.



Safety

ACCO has an extensive and detailed Safety Program to establish compliance with the applicable regulations and provide the best safe practices to ensure the health of our employees. A copy of the Safety Program is available upon request.

The following are some of the safety training ACCO provides to our employees to protect them and those around them:

- Employee Safety Orientation
- Confined Space Entry
- Asbestos Awareness
- Respirator Training
- Respirator Fit Testing
- CPR/First Aid
- Fall Protection Awareness
- Forklift Certifications
- Scaffold Awareness
- Trench/Excavation Awareness
- Supervisor Safety Training
- Hazard Communication (MSDS)

In addition to this training, ACCO conducts weekly safety meetings with all employees to raise safety awareness. General Foremen Safety Meetings are conducted on a quarterly basis to review incidents and update safety training.

Injury Management Program

ACCO is committed to ensuring employees who are injured the best resources to rehabilitate themselves. ACCO does its best to provide meaningful temporary alternative work for injured employees. In addition, we make our best efforts to ensure injured employees receive the best medical care available to them.



Fabrication & Installation

State-of-the-art fabrication facilities are necessary to control cost and ensure quality in the mechanical contracting industry.

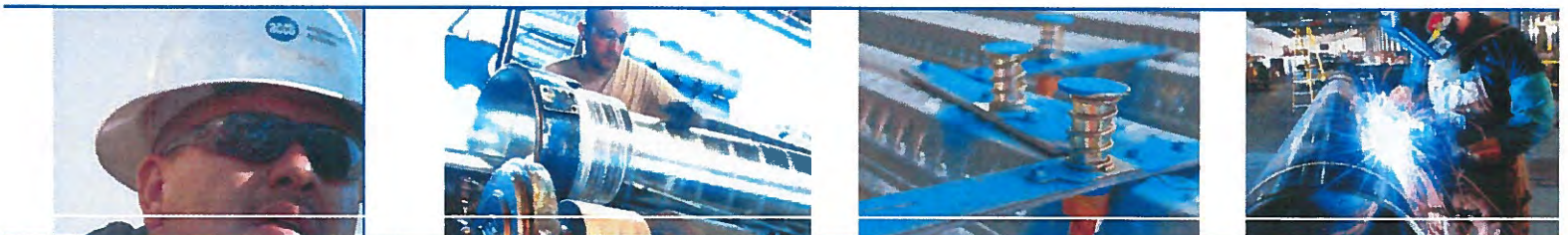
To fully service our geographical areas of work, ACCO has fully automated computer-aided fabrication facilities in Los Angeles, the San Francisco Bay Area, Sacramento, and Vacaville. These fabrication plants produce in excess of 12 million pounds of fabricated sheet metal per year and pre-fabricate over 160,000 diameter inches of welded and grooved HVAC, plumbing, and process piping.

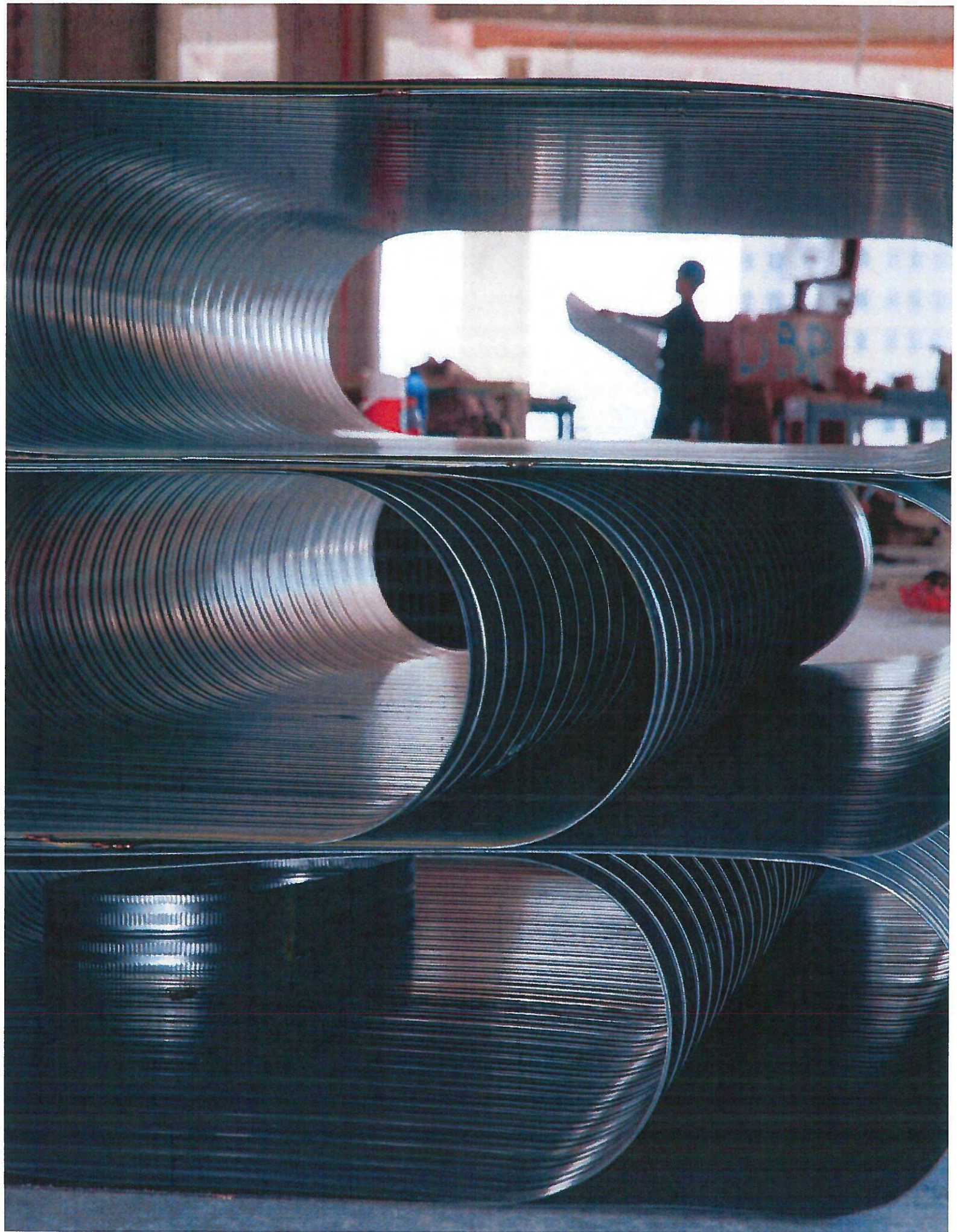
Our LA facilities include a modern 70,000 square foot sheet metal shop with an 11,000 square foot warehouse and tool crib located in Commerce, CA. We also have a piping pre-fabrication shop located in Commerce that includes a 45,000 square foot pipe pre-fabrication area and 111,000 square feet of warehouse space with 12 cranes in 4 bays on a 10 acre parcel.

In order to fully serve our Northern California operations, ACCO has fabrication facilities in San Leandro which include a 38,000 square foot sheet metal fabrication shop, an 18,000 square foot warehouse and tool crib, an 11,000 square foot pipe pre-fabrication shop, and a separate 30,000 square foot plumbing pre-fabrication shop.

Our newly constructed Sacramento facilities include 5,000 square feet of plumbing fabrication, 9,000 square feet of piping fabrication and 17,000 square feet of sheet metal fabrication.

To complement our Los Angeles and Bay Area facilities, we also have a validated process piping prefabrication facility in Vacaville, CA.





ACCO's Project Approaches

Design-Build

Design-Build brings together a partnership of the owner, architects, general contractors, and trades. As part of the design-build team, ACCO engineers analyze the owner's requirements, reviewing concepts and systems on a price/performance benefit. Realistic project budgets can be established early in the process. Design-Build speeds up the entire construction process as we proceed seamlessly from design into construction with known project costs. Design-Build is the best way to avoid constant change orders, project escalation, and cost overruns.

Integrated Project Delivery

Integrated Project Delivery is a concept that has been integrated into all areas of ACCO capabilities. As a design-assist and design-build contractor, we regularly participate in the collaborative design and planning processes, allowing us to figure out the best way to accommodate the unique needs of each project. ACCO's Project Managers are unique in that they manage the project's mechanical scope of work from start to finish, playing an integral role in the design, cost control, construction, commissioning and handover.

Design-Assist

In the Design-Assist method of delivering work, ACCO engineers work closely with your design and construction team to clarify the operational benefits of the project. We will analyze alternates on a price/performance basis. Our engineer's knowledge of installation, maintenance, and long-term operating costs will help deliver the maximum value for dollars spent. When appropriate, we'll recommend using alternative designs, different materials, and more efficient installation methods.

ACCO BRINGS DECADES OF EXPERIENCE TO
CONSTRUCTION PROJECTS THAT MANDATE A FIXED-PRICE
BID ON A DETAILED SET OF CONSTRUCTION DOCUMENTS.

Plan-Spec

ACCO brings decades of experience to construction projects that mandate a fixed-price bid on a detailed set of construction documents. We examine the plans and specifications, determine the lowest possible cost, and then build exactly what was designed. By working closely with the architect and engineering teams, our project managers anticipate issues and work to avoid change orders and cost overruns.

Lean Production & Construction

Internally, ACCO manufactures much of its own materials and has implemented Lean methods in order to reduce costs and inventory in our shops. We rely on pull scheduling which reduces the amount of sheet metal and pipe we keep on hand and requires effective project planning and efficiency. Our shops also provide the opportunity to prefabricate and preassemble much of what is delivered to the field, increasing quality due to the clean, controlled shop environment and reducing labor and installation time in the field. With shops throughout the Western United States, we are able to make more frequent just-in-time deliveries consisting of the exact amount of materials needed for a specific portion of the job. This reduces the impact on other trades in the field by minimizing the amount of material staged on the floor and around the job site.

Target Value Design

Target Value Design (TVD) is a method closely aligned with Lean production, Lean construction and Integrated Project Delivery. It consists of designing a project to the customers predetermined budget requirements, rather than establishing cost after the design is completed. TVD builds cost into the design process and minimizes waste in the production and construction process. It is a fundamental change in thinking from “expected costs,” to “budgeted costs.” The guiding factor for TVD is that the target cost for a project should never be exceeded. Typically, cost follows design, but on projects where TVD is used, cost dictates what gets designed to ensure that the target cost is not exceeded. One mechanism for providing this rapid cost feedback is extracting quantities from the virtual model and model-based estimates. As a result, rapid cost feedback to the design team is paramount in this process.



Engineering

The Foundation

Engineering is the foundation of outstanding mechanical systems. The challenge is to transform innovative ideas into practical and reliable systems.

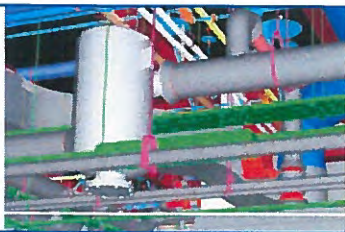
ACCO leads with the right concepts to meet your needs, and brings the advantage of system fabrication and installation know-how to capitalize on the best means and methods for cost effective results.

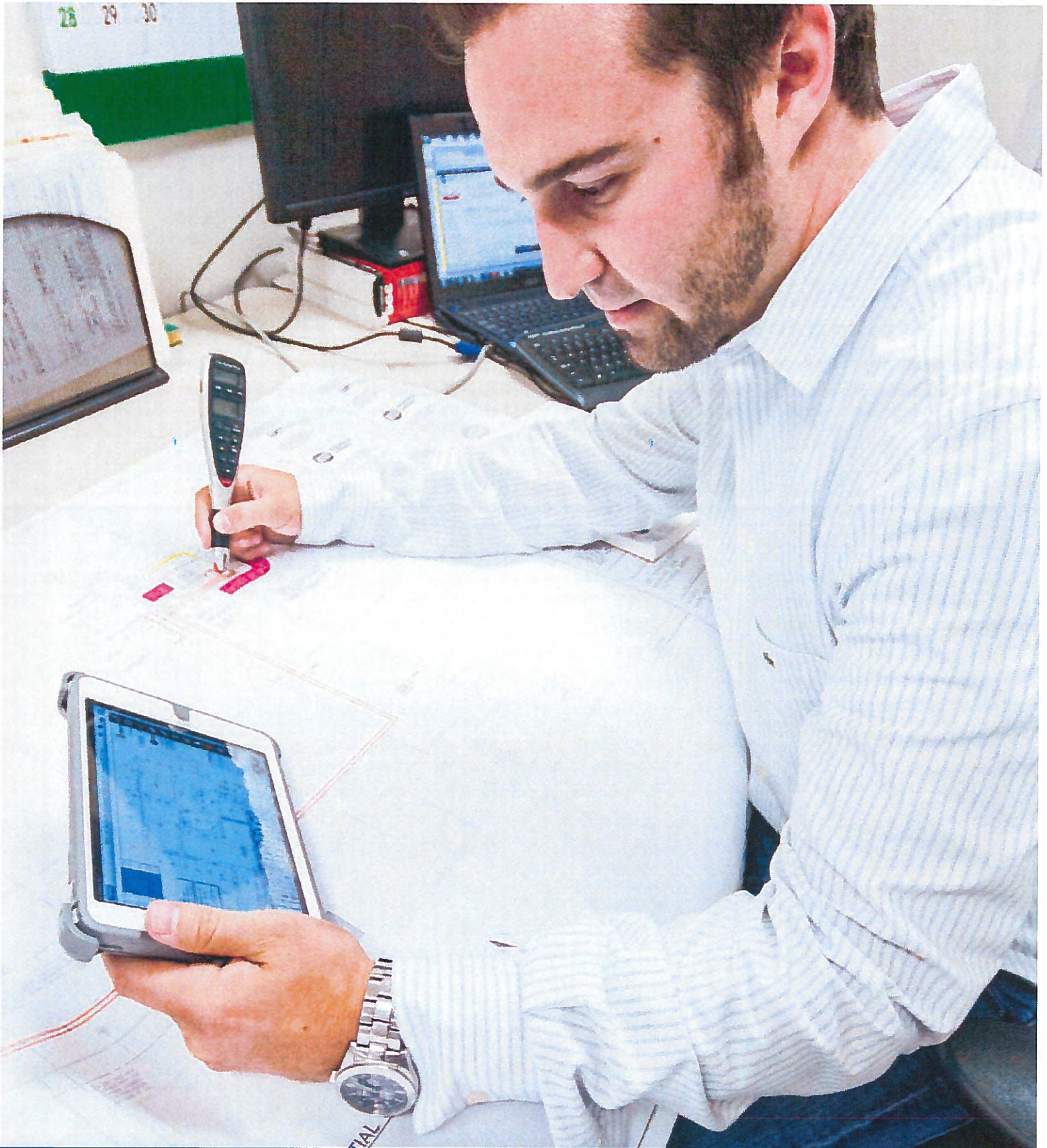
We focus beyond the initial installation to ensure that your system is designed to last and function reliably for many years under varying conditions and requirements. Our engineers utilize the experience of our commissioning and service professionals to design systems that will be serviceable and perform efficiently for the long term.

Whether your needs are large or small, simple or complex, our engineering staff will work with your design team and contractors to guarantee you are provided with the best design to meet your requirements and that it is complete, coordinated and code compliant.

Services

- 3-D Modeling and Design Coordination
- Preconstruction Services and Planning
- Energy Conservation
- Systems Evaluation/Comparison and Economic Analysis
- Code Compliance or Variances
- LEED® Certification
- Retrofits & Upgrades
- Applications Engineering





CREATIVE SOLUTIONS, COST EFFECTIVE
DESIGNS AND RELIABLE PERFORMANCE IS OUR
ENGINEERS' COMMITMENT TO YOU.



SINCE 1934, OWNERS AND BUILDERS
HAVE SELECTED ACCO TO DESIGN, INSTALL, AND
MAINTAIN MORE THAN 250,000 MECHANICAL PROJECTS.

BIM & 3-D Modeling

ACCO stands at the forefront of Virtual Design and Construction (VDC), using three-dimensional (3-D) CAD visualization software for pre-construction trade coordination and product fabrication for HVAC, Process and Plumbing projects. Due to the space impact of these systems, ACCO leads the coordination process and works with the General Contractor and subcontractors to facilitate and manage coordination utilizing Navisworks software. ACCO has the capability to facilitate 3-D coordination meetings including creation and management of Clash Detection reports. Coordination meetings can be held in our ACCO offices, facilitated at a jobsite, or hosted electronically utilizing Web Conferencing.

ACCO has more than 12 years of experience utilizing 3-D CAD software to accelerate our sheet metal and piping fabrication. ACCO uses Autodesk's CAD-MECH and CAD-DUCT, as well as Revit, and QuickPen PipeDesigner 3-D software, all of which use an AutoCAD drawing format. Applying Lean Construction principles, our 3-D capability permits significant prefabrication of duct and pipe as well as "just-in-time" delivery.

Our recent experience with challenging coordination projects includes HVAC, Process and Plumbing scopes within hospitals, laboratories, and cGMP manufacturing facilities. ACCO brings knowledge and depth to any design and construction team providing a catalyst for successful implementation of Virtual Design and Construction.

Heating, Ventilation & Air Conditioning

Mechanical systems are the heart of buildings. They make buildings more marketable, more comfortable, and more profitable. A properly designed, installed, and maintained mechanical system conserves energy, cuts absenteeism, increases productivity, and reduces tenant turnover. It can save an owner a great deal of money.

Since 1934, owners and builders have selected ACCO to design, install, and maintain over 250,000 mechanical projects. That is because there is more to HVAC at ACCO than heating, ventilation and air conditioning. Where other companies see boilers, pumps, chillers, and air handlers, we see entire systems. We see beyond the piping and the sheet metal on the drawings. We look for the best solution to meet your requirements. We evaluate your initial designs to find cost effective solutions that deliver the same, or superior, performance. We recommend smarter alternatives and upgrades to avoid problems and improve energy efficiency.

Whether we are providing conditioned air for an office building, meeting the acoustical needs of a performing arts theater, or designing highly filtered air for bio-pharmaceutical clean rooms, our system-wide approach is unique in the industry. We deliver value, guarantee all your components work together as specified, and lower the long term costs of operation and maintenance.



Process Piping

As a full service mechanical contractor, ACCO is at the forefront of customer needs in all aspects of mechanical systems. To this end, ACCO's process piping department compliments our HVAC and plumbing groups to provide complete mechanical services for the technology and industrial markets.

ACCO is a leader in process piping systems, whether it be in Pharmaceuticals, Bio-Pharmaceuticals, Industrial, Medical Devices or Diagnostics, to Micro-Electronics, Bio-Fuels and Solar Cell Manufacturing. ACCO is ready to take responsibility for any phase of the project, from design through installation and commissioning. We are your one source of responsibility for a properly functioning process facility.

In the pharmaceutical/bio-pharmaceutical sector, with intimate knowledge of FDA requirements, ACCO is ready to comply with all regulatory requirements. We study and create innovative solutions for compliance with the Code of Federal Regulations (CFRs), Center for Disease Control and National Institute of Health (CDC/NIH), ASME's Bio-Process Engineering Standards and ISPE Baseline guidelines.

ACCO's advanced Engineering Turnover Package and commissioning programs are your quickest solution to a "Validation Ready" facility. We start the process before any procurement to guarantee a consistent product at completion. Across all systems, each document is correctly requested, collated and organized for quick and easy reference for your validation team.

In the high technology sector, whether it be photonics fab for fibre optics, micro-machines or integrated circuits, ACCO can quickly and efficiently design, execute and commission your installation. Our engineering will provide cost effective design of high purity gas and chemical delivery. Our experienced engineers will guide the design from programming to detailed engineering. We create the P&ID's and quickly turn out 3-D AutoCAD models for form and fit. Our pre-fabrication and field installation methods will execute an efficient construction schedule. Then, our commissioning experts will ensure all systems are performing to expectations.

ACCO's process piping group is skilled in all types of pharmaceutical and high tech work, including both cGMP and GLP establishments, Vivariums and High Technology Process facilities. Systems include: Bulk Chemical Distribution, Ultra-High Purity Waters (including Water for Injection), Clean in Place and High Purity Gas Distribution.





IN THE PHARMACEUTICAL/BIO-PHARMACEUTICAL SECTOR, WITH
INTIMATE KNOWLEDGE OF FDA REQUIREMENTS, ACCO IS READY
TO COMPLY WITH ALL REGULATORY REQUIREMENTS.

Plumbing

ACCO Engineered Systems is proud to offer complete turnkey Plumbing and Process Piping operations. The Plumbing Department is a sophisticated operation with over 150 skilled plumbers and the resources available for full design, including the latest in 3-D modeling, fabrication and installation services for any type of plumbing project. ACCO's Plumbing Group is recognized throughout the industry for being on the cutting edge.

In order to accommodate the rapid growth and success of the department, the Plumbing Group has relocated our plumbing shop to a new 30,000 square foot building located in San Leandro. This space benefits the increasing fabrication needs of the department, which include, but are not limited to, pre-fabricated shower valves, bathroom cores, hangers, carbon steel and threaded pipe. ACCO's plumbing expertise includes everything from parking structures, small official buildings and high-rise residential to sophisticated hospital projects or laboratories.

Services

- Sanitary, industrial, chemical waste & vent systems
- Storm drainage systems
- Potable and non-potable water systems
- Natural gas systems
- Liquefied petroleum systems
- Compressed air systems
- Medical gas systems
- Fuel oil systems
- Fireman breathing air systems

Fabrication Facilities

Facilities in major locations permit prefabrication of plumbing system elements, which include, but are not limited to, pre-fabricated shower valves, bathroom cores, hangers, carbon steel and threaded pipe. This "just-in-time" delivery approach improves schedule and cost.

ACCO's plumbing expertise includes everything from parking structures, office buildings and high-rise residential to complex hospital projects or laboratories.

Building Automation Systems

ACCO has over 25 years of experience in the Building Automation Industry and offers complete DDC system solutions through ACCO. We are one of the largest independent DDC system solution providers in the western United States, and employ experts on a diverse range of systems.

Our goal is to provide superior design, installation and continuous service support for our customers through our dedicated DDC control branch locations. Each location is staffed with experienced project managers, application engineers and highly skilled technicians that are trained in servicing several lines of control products, including: Automated Logic, Trane, Johnson Controls, & Tridium based systems. As system integrators, we provide you with the best solution for your facility that will be cost effective, provide improved occupant comfort, and most importantly, reduce energy consumption. These solutions include, but are not limited to: mechanical and electrical system optimization, energy reduction strategies, and lighting control.

Our DDC control project managers are your point of contact from concept & design, through the budgeting process, installation, commissioning and warranty with linkage to aftermarket service. There are no hand-offs in this process.

Industrial Construction

ACCO Industrial Construction has a strong commitment to quality, which includes our current ASME/AWS Quality Program and Manual.

- B31.1, 3, 9 & AWS Quality Programs in place
- Site-specific quality plans are specifically authored for each project, ensuring compliance with required specifications
- QA/QC Inspectors are certified in accordance with ASNTTC 1a and/or AWS-QC1 for visual examinations
- ACCO has more than 100 approved welding procedures covering carbon, stainless and chrome steels
- Site specific safety plans

We have the expertise and resources to complete projects in the following market sectors:



Building Services

ACCO has one of the largest and most experienced service departments in the nation. We provide service and long-term maintenance agreements to over 7,600 accounts throughout the Western United States. Properly maintained mechanical and control systems conserve energy, increase productivity and satisfy the needs of owners, tenants and production managers.

ACCO field service mechanics are trained signatory apprentices and journeymen dedicated solely to servicing HVAC mechanical systems, DDC Controls systems and water treatment applications.

ACCO has one of the most modern fleets in the industry. We have over 300 truck-based mobile field mechanics who can respond on site in less than 4 hours, 24 hours a day, 7 days a week.

ACCO reduces emergency repair costs by providing comprehensive maintenance solutions. This extends the life of the equipment, prevents catastrophic failures and ensures energy efficiency.

ACCO's engineering team can handle any size and any type of project, from a small package system to a complex manufacturing facility. We have the experience and know-how to ensure that your system will run efficiently and deliver the best possible results tailored to your needs.

Preventive Maintenance

Protect your mechanical system investment.

Equipment Repairs

Get your system back up and operating, quickly and expertly, minimizing impact on process and building operations.

Equipment Modernization

Replace, upgrade, modernize, and retrofit your system due to age, obsolescence, or energy efficiency.

"Just-In-Time" Service Delivery

Guaranteed two-hour emergency response time for our contract customers.

Qualified Technicians

The best and most highly trained in the industry.

Chiller Service

Our Centrifugal Group specialists are trained and certified to service and repair all types of chillers.

Water Treatment

Our qualified technicians can prevent tube fouling; maintaining system capacity and efficiency.

Tenant Improvements

Prevent employee discomfort, reduced productivity, loss of revenue, and increased vacancies.

Direct Digital Controls

Designed and installed by ACCO, provide operational efficiency in your processes and building.

Commissioning Services

Ensures that the performance of installed equipment and its peripheral systems operate at their peak by adhering to the design specifications.

Predictive Diagnostic Services

Offers an early warning system, which alerts and minimizes possible equipment failures before it happens.



Commissioning

Office buildings must be comfortable for the occupants. Recording studios must be quiet. Fabrication facilities must be clean. Mechanical systems must be properly designed, installed, and set up for proper operation. ACCO is NEBB (National Environmental Balancing Bureau) certified in air and water balance, HVAC compliance, field installation, verification and sound and vibration.

ACCO's commissioning technicians provide the final system balancing, verification, and documentation ensuring the systems function as designed.

Retro-Commissioning

Commissioning existing buildings offers substantial energy savings and improved operation. Our group is retro-commissioning certified and can assist in obtaining utility rebates, where available.

Energy Services

ACCO is leading the way to a greener tomorrow with our Energy Services Group. Energy Service projects are loosely defined as those which incorporate improved levels of energy efficiency and reduced utility costs as a primary project objective and which often incorporate much needed facility infrastructure upgrades as part of the scope of work. By leveraging the resulting energy cost savings, companies are often able to fund replacements and upgrades that previously were not in the budget.

ESCO Partnerships

Energy Service Companies (ESCOs) perform energy audits, study environmental impacts of site construction, provide financing to customers, and guarantee savings that result from the implementation of various energy efficiency measures. ACCO has a long history of working with established and successful ESCO firms under a partnership arrangement. ACCO's Energy Services Division supports our ESCO partners by providing manpower, tools, technicians, engineering, budgeting and preliminary layout and design drawings during the pre-construction phase of energy focused projects. During construction, ACCO's Energy Services Division provides required manpower and supervision for the mechanical and electrical trades. Oftentimes, at the customer's request, ACCO fills the role of overall site superintendent and oversees the hiring and management of all other construction trades.

Services

- Central Plants & Retrofits
- Renewable Energy
- Energy Efficiency & Re-Commissioning
- Automation and Lighting



Building Confidence in Mechanical Design, Construction & Service

Mechanical systems are the heart of buildings. They make buildings more marketable, more comfortable, and more profitable. A properly designed, installed, and maintained mechanical system conserves energy, cuts absenteeism, increases productivity, and reduces tenant turnover. It can save an owner a great deal of money.

Since 1934, owners and builders have selected ACCO Engineered Systems to design, install, and maintain more than 250,000 mechanical projects. ACCO is an employee-owned family of companies dedicated to the design, fabrication, installation, maintenance and service of commercial and industrial HVAC, refrigeration, plumbing, process piping, and building automation systems.

ACCO has gained a wealth of knowledge since its founding, and has grown to be the largest and most experienced environmental firm in the Western United States, and among the top five nationwide.

ACCO has found success by evaluating overall system performance, ease of installation, reliability and long term energy consumption costs, and how these variables relate to an owner's needs. Through innovative engineering, comprehensive design solutions, consistent work quality, and qualified maintenance; ACCO confidently delivers the best possible solution.

ACCO offers complete in-house engineering, fabrication, installation, commissioning, and service capabilities. This integrated delivery system provides customers with the most practical, cost effective solutions for their particular mechanical and control system requirements.

Whether your project is a low or high-rise office or residential building, a shopping mall, hospital, semiconductor fabrication facility or pharmaceutical/bio-pharmaceutical manufacturing plant ... ACCO can design, build, install, and maintain a mechanical system to meet your needs.

ACCO LOCATIONS

Bakersfield

3121 N. Sillect Ave. Suite 104
Bakersfield, CA 93308
Phone: (661) 631-1975

Boise

5220 N. Sawyer Ave. Suite A
Garden City, ID 83714
Office: (208) 323-7789

Commerce Sheet Metal Shop

3421 Malt Ave.
Commerce, CA 90040
Phone: (800) 769-2226

Commerce Pipe/Industrial Construction

6446 E Washington Blvd
Commerce, CA 90040
Phone: (323) 201-0931

Fresno

4980 E. University Ave. Suite 103
Fresno, CA 93727
Phone: (559) 251-2226

Glendale (SoCA & Corp HQ)

6265 San Fernando Road
Glendale, CA 91201
Phone: (818) 244-6571

Orange County

265 McCormick Ave.
Costa Mesa, CA 92626
Phone: (714) 352-2226

Petaluma

737 Southpoint Blvd., Suite G
Petaluma, CA 94954
Phone: (707) 776-2748

Redding

5205 Industrial Way, Suite D
Anderson, CA 96007
Phone: (530) 378-0539

Reno

4690 C Longley Lane, Unit 126
Reno, NV 89502
Phone: (800)598-2226

Sacramento

9290 Beatty Dr
Sacramento, CA 95826
Phone: (916) 520-2100

San Diego

9040 Kenamar #406
San Diego, CA 92121-2433
Phone: (858) 695-3977

San Jose

1050 Commercial Street, Suite 102
San Jose, CA 95112
Phone: (408) 452-1462

San Leandro

1133 Aladdin Avenue
San Leandro, CA 94577
Phone: (510) 346-4300

San Francisco

221 Main Street
San Francisco, CA 94105
Phone: 888-786-2332

Seattle - Kent

835 N. Central Ave. #132
Kent, WA 98032-3099
Phone: (253) 854-8444

Vacaville

630 Eubanks Ct, Suite F
Vacaville, CA 95688
Phone: (707) 455-0130



**engineered
systems**

Mechanical Services

818 / 625-5252 Cell
800 / 998-2226 Service
818 / 548-4402 Fax
6265 San Fernando Rd.
Glendale, CA 91201-2214

April 25, 2019

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Subject: RFP No. RO2356 – Ability to Meet General Requirements

- a. ACCO Engineered Systems confirms that all necessary requirements are met.
Please see the attached certifications from our technicians to accommodate the necessary skills.

For further questions, please contact the undersigned.

Respectfully,

Eric Rose
Project Engineer
6446 E. Washington Ave.
Commerce, CA 90040
949.331.8337
erose@accoservice.com

Orange County Group

<i>Last Name</i>	<i>First</i>	<i>Classification</i>
Brown	Forrest	OC-AC TECH
Gutierrez	Bill	OC-AC TECH
Martz	Darren	OC-AC TECH
Engel	Scott	OC-AC TECH
Knowles	Brad	OC-AC TECH
Leal	Jorge	OC-AC TECH
Cruz	Joseph	OC-AC TECH
Diaz	Adrian	OC-AC TECH
Duarte	Carlos	OC-AC TECH
Cabalo	Nestor	OC-AC TECH
Sohm	Sean	OC-AC TECH
Johnson	Christian	OC-AC TECH

Retrofit Group

<i>Last Name</i>	<i>First</i>	<i>Classification</i>
Delmatoff	John	Retrofit
Garcia	Todd	Retrofit
Blom	Gayle	Retrofit
Maas	Stuart	Retrofit
Rojas	Daniel	Retrofit
Fear*	Robert	Retrofit
Franco	Jesus	Retrofit
Keyawa	Josh	Retrofit
Rubio	Richard	Retrofit
Schaeffer	Rich	Retrofit
Johnson	David	Retrofit
Hernandez	Juan	Retrofit
Wimmer	Eric	Retrofit
Berg	Andrew	Retrofit
Martin	David	Retrofit

Chiller Group

<i>Last Name</i>	<i>First</i>	<i>Classification</i>
Sanchez*	Jorge	Chiller Group
Martinez	Thomas	Chiller Group
Carlos	Ruben	Chiller Group
McCarthy	Gerald	Chiller Group
Velasco*	Louie	Chiller Group
Hemenway	Carleton	Chiller Group
Lakso*	Alexander	Chiller Group
Malik*	Michael	Chiller Group
Pak	Jin Hyuk	Chiller Group
Shade*	Patrick	Chiller Group
Smith	Eddie	Chiller Group
Vazquez*	Alex	Chiller Group
Semana	Celestino	Chiller Group
Martinez	Jose	Chiller Group
Truran	James	Chiller Group



Carrier University

awards this

Certificate of Achievement

to

Michael Malik

for successful completion of the

30 Series Screw and Scroll Chiller Fundamentals

3/4/2014 - 3/6/2014

Date



Brian J. Lynch
Manager, Carrier University



TRAINING
PROVIDER

Carrier University has been accredited as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 1760 Old Meadow Road, Suite 500, McLean, VA 22102; (703) 506-3275

Carrier University is authorized by IACET to offer 2.5 CEUs for this program equivalent to 25 PDHs

NATE 28 CEH hours in ACIN, HPIN, RLIN, RCIN, ACSV, HPSV, RLSV, RCSV



awards this

Certificate of Achievement

to

Jeffery Perez

for completing all the requirements of the

Tech V-Screw Liquid Chillers 30HX/GX

12/03/01 - 12/06/01

James P. Curley

Metasys DX-9100 Engineering

3.00 CEU

Awarded to

Jesse Burtz



Course Administrator



Manager, Learning & Development

March 01, 2013

Date



Certificate of Completion

THIS CERTIFICATE IS AWARDED TO

Jay Garcia

**BY ABB LOW VOLTAGE DRIVES
IN RECOGNITION OF SUCCESSFUL COMPLETION OF
US9102 ACH550 Authorized Startup Program**

ISSUED ON 2018-03-27

A handwritten signature in blue ink, reading "Randy R. Steiner", is positioned above a horizontal red line.

Business Manager—ABB University

Power and productivity
for a better world™ **ABB**



Certificate of Completion

THIS CERTIFICATE IS AWARDED TO

David Habecker

BY ABB LOW VOLTAGE DRIVES

IN RECOGNITION OF SUCCESSFUL COMPLETION OF

US9102 ACH550 Authorized Startup Program

ISSUED ON March 27, 2018

Randy R. Steiner

Business Manager—ABB University

Power and productivity
for a better world™





Certificate of Completion

THIS CERTIFICATE IS AWARDED TO

Eli Hartman

BY ABB LOW VOLTAGE DRIVES

IN RECOGNITION OF SUCCESSFUL COMPLETION OF

US9102 ACH550 Authorized Startup Program

ISSUED ON March 27, 2018

Randy R. Stevens

Business Manager—ABB University

Power and productivity
for a better world™ **ABB**



Certificate of Attendance and Completion

. Awarded to

Thomas Martinez

ACCO Engineered Systems

Has. Attended an Educational Training Class

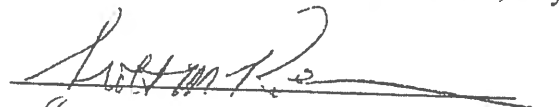
Sponsored by Trane Company Entitled

"Rotary Water-Cooled Chillers"

(8 Hour Course - L. 11 (4444))

California Trane Service

17760 Rowland Street, City of Industry, CA 91748


. Instructor

. April 15, 2011
Date





TRANE
Southern California District

Certificate of Attendance & Completion

Awarded to

Thomas Martinez

ACCO Engineered Systems

*Has attended an educational training class
Sponsored by Trane entitled*

"UCP2/CH530 Chiller Controls"

8 Hr. Course #: LAC110508

SOUTHERN CALIFORNIA TRANE SERVICE
17760 Rowland Street, City of Industry, CA 91748

Date: November 6, 2008

Instructor: *John W. Allen*



Certificate of Attendance and Completion

Awarded to

Ruben Carlos

ACCO Engineered Systems

Has Attended an Educational Training Class

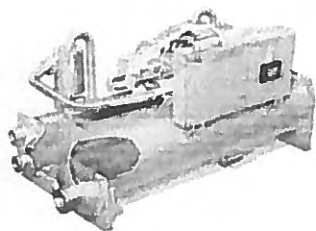
Sponsored by Trane Company Entitled

"Rotary Water-Cooled Chillers"

(8 Hour Course = L1C041410)

California Trane Service

17760 Rowland Street, City of Industry, CA 91748



Robert Lee

Instructor

April 15, 2011

Date





TRANE

Certificate of Completion

This Certifies That

Louie Velasco

Has attended an educational training class
Sponsored by Trane entitled:

TRANE TRACER

SOUTHERN CALIFORNIA TRANE SERVICE

17760 Rowland Street, City of Industry, CA 91748

Date: September 7, 2005

Instructor:

Mark Allen



TRANE®

Certificate of Completion

This Certifies That

Jorge Sanchez
EMCOR Service


Has attended an educational training class
sponsored by Trane entitled

Intellipak

SOUTHERN CALIFORNIA TRANE SERVICE
17760 Rowland Street, City of Industry, CA 91748

Date: June 29 & 30, 2004

Instructor:





TRANE™

Certificate of Completion

This Certifies That

Jorge Sanchez - Mesa Energy Systems, Inc.

Has successfully completed the
following 6 hour educational seminar covering

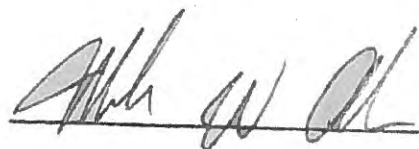
Reciprocating and Scroll Chillers

SOUTHERN CALIFORNIA TRANE SERVICE

17760 Rowland Street, City of Industry, CA 91748

Date: September 23, 2000

Instructor:





Certificate of Completion

*The Trane Company
certifies that*

Jeff Perez

has satisfactorily completed

Absorption Essentials

*... a technical training class held in La Crosse, WI, instructed by Trane
Commercial Systems - Technical Service Training.*

A handwritten signature in black ink, reading "Steve Grace".

Training Engineer - Trane Commercial Systems

A handwritten signature in black ink, appearing to be "R. King".

Manager, Technical Training - Trane Commercial Systems

Course Completed - May 13, 2005



TRANE

Certificate of Completion

This Certifies That

Jeff Perez - ACCO

Has successfully completed the
following 6 hour educational seminar

RTGA, RTGB

SOUTHERN CALIFORNIA TRANE SERVICE

17760 Rowland Street, City of Industry, CA 91748

Date: April 17, 1999

Instructor:

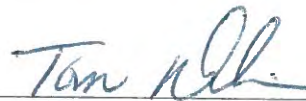


Metasys HVAC ASC Engineering

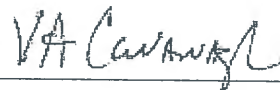
3.0 CEU

Awarded to

Jesse Burtz

A handwritten signature in black ink, appearing to read "Tom N. [unclear]".

Course Administrator

A handwritten signature in black ink, appearing to read "VA Cavanaugh".

Vice President Learning and Development

August 5, 2011

Date

Pipe Trades Training Center



Certificate of Completion

Jesse Burtz

*has attended 30 hours of instruction
covering the contents of the course entitled:*

Johnson Controls NAE Basics

Presented on May 15, 2012



Curriculum Coordinator



Director

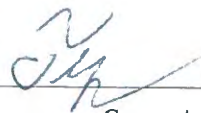


Msea Advanced Engineering

2.00 CEU

Awarded to

Jesse Burtz

A handwritten signature in black ink, appearing to be "J. Burtz", written over a horizontal line.

Course Administrator

A handwritten signature in black ink, appearing to be "Tom", written over a horizontal line.

Manager, Learning & Development

October 27, 2011

Date



Certificate of Completion

THIS CERTIFICATE IS AWARDED TO

Ted Harvey

BY ABB LOW VOLTAGE DRIVES

IN RECOGNITION OF SUCCESSFUL COMPLETION OF

US9102 ACH550 Authorized Startup Program

ISSUED ON March 28, 2018

Randy R. Steiner

Business Manager—ABB University

Power and productivity
for a better world™





**engineered
systems**

Mechanical Services

818 / 625-5252 Cell
800 / 998-2226 Service
818 / 548-4402 Fax
6265 San Fernando Rd.
Glendale, CA 91201-2214

April 25, 2019

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Subject: RFP No. RO2356 – Experience and References

a. Please see attached requested information

For further questions, please contact the undersigned.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Rose".

Eric Rose
Project Engineer
6446 E. Washington Ave.
Commerce, CA 90040
949.331.8337
erose@accoservice.com

CLIENT REFERENCE LIST

Proposer's Company Name: ACCO Engineered Systems

List client references for which your company has performed similar work as described and required in the bid specifications.

1.	Company	Southern California Edison
	Address	2244 Walnut Grove Ave
	City, ST, zip	Rosemead, CA 91770
	Contact Name	Larry Dietrich
	Phone Number	626.588.4513
	Email	victor.ramirez@sce.com
	Years and nature of relationship	2008 - Present: Major Projects Completed: Retrofits and upgrades of equipment ranging from chiller conversion, cooling towers, packaged units, air handlers, pump systems, built-up direct expansion and other mechanical work for the Equity Office Properties Southern California Portfolio including maintenance of all Mechanical Equipment. Last major work completed in 2012
2.	Company	City of Irvine
	Address	1 Civic Center Drive
	City, ST, zip	Irvine
	Contact Name	Mike Dunn
	Phone Number	949.724.7709
	Email	mdunn@cityofirvine.org
3.	Company	CBRE - Comerica Bank
	Address	2015 Manhattan Beach Blvd
	City, ST, zip	Redondo Beach, CA 90278
	Contact Name	Kandy Quesada
	Phone Number	310.386.0868
	Email	Kandy.quesada@cbre.com
	Years and nature of relationship	2011 - Present: ACCO is providing HVAC maintenance, repairs, and replacements as needed for all of the Southern California bank branches.
4.	Company	The City of Burbank
	Address	124 South Lake Street
	City, ST, zip	Burbank, CA 90056
	Contact Name	Robert Wendlant
	Phone Number	818-238-3838
	Email	
	Years and nature of relationship	2000 - Present: Major Projects Completed: Retrofits and upgrades of equipment ranging from Turbocor compressors, packaged units, air handlers, pump systems, built-up direct expansion and other mechanical work for the City of Burbank including maintenance of all Mechanical Equipment. Last major work completed in 2012.

Use additional pages if necessary to include additional client references you would like the City to take into consideration.

SERVICE



**engineered
systems**

Mechanical Services

323 / 201-0931 Voice

800 / 998-2206 Service

323 / 201-3674 Fax

6446 E. Washington Blvd

Commerce, CA 90040

CLIENT REFERENCE LIST

RFQ- Specialized "As-Needed" Maintenance Services City of Los Angeles Department of Public Works Bureau of Sanitation

The following list includes client references the ACCO Engineered Systems has performed similar work as described and required in the bid specifications.

1.	Company	The City of Los Angeles
	Address	200 N Spring St
	City, ST, zip	Los Angeles, CA 90012
	Contact Name	Greg Zuniga
	Phone Number	213-978-4648
	Email	greg.zuniga@lacity.org
	Scope of Work	2003-Present: Retrofits and major upgrades of chillers, boilers, packaged units, split systems, pump systems, controls and various other mechanical projects. Performed mechanical preventative maintenance serving a variety of city owned buildings
2.	Company	Department of Veterans Affairs
	Address	11301 Wilshire Blvd
	City, ST, zip	Los Angeles, CA 90073
	Contact Name	Alan Silver
	Phone Number	310-268-3424
	Email	Alan.silver@va.gov
	Years and nature of relationship	2012 - Present: Retrofit and equipment upgrades to mechanical systems. Perform Preventative maintenance on Chillers, pump systems, cooling towers and other Mechanical Equipment.
3.	Company	Los Angeles World Airports
	Address	7407 World Way West
	City, ST, zip	Los Angeles, CA
	Contact Name	Richard Yakel
	Phone Number	424-646-7955
	Email	ryakel@lawa.org
	Years and nature of relationship	2005-Present: Retrofits, upgrades, and new construction of equipment ranging from chillers, cooling towers, package units, air handlers, pump systems, for the Equity Office Properties Southern California Portfolio, including maintenance on all Mechanical Equipment.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **120696** Entity **CORP**
Business Name **ACCO ENGINEERED SYSTEMS INC**

Classification(s) **C-4 C20 C36 C38 C10 B A C16**

Expiration Date **12/31/2019** www.cslb.ca.gov



April 25, 2019

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Mechanical Services

818 / 625-5252 Cell
800 / 998-2226 Service
818 / 548-4402 Fax
6265 San Fernando Rd.
Glendale, CA 91201-2214

Subject: RFP No. RO2356 – Proposal Questionnaire

1 - Provide information that demonstrates...

- a. ACCO Engineered Systems has reviewed the RFP and understands all requirements and intends to perform necessary HVAC services. Under the ACCOCare preventive maintenance program, the HVAC systems would be properly maintained for the rest of their life cycle, leading to the following benefits:
- b. ACCO has been in the HVAC business for over 80 years, with a specialization in providing the most streamline customer experience. See attached project manager responsibilities.

By selecting ACCO services, customers employ the capabilities of the largest mechanical service, engineering and construction company in Southern California. With highly skilled field service technicians and dedicated in-house resources including engineering and design, sheet metal and piping, ACCO has the resources to meet all HVAC needs. ACCOCare maintenance plan customers also receive the benefit of preferred response times in the case of emergencies. Our service department can be reached 24/7 using our toll free number.

- c. ACCO has been in business under the name ACCO Engineered Systems, Inc. for 20 years. ACCO was previously named Air Conditioning Company for over 50 years. ACCO has been in business for a total of 81 years.
- d. ACCO Engineered Systems does not have any commitments or potential commitments that may impact the proposer's ability to perform this contract.

2 - Fire Stations and Headquarters...

- a. We have been servicing city and municipality customers for several decades, including the City of Irvine. It's important to us and our customer experiences that we treat every facility with the upmost urgency and respect. Each service call and service request are all funneled through our project manager as the single point of contact for all necessary needs.

3 - What is your experience...

- a. Please see the attached certifications for all necessary systems and equipment. We are continuously working on all these types of equipment for all customers.

4 - Provide information...

- a. We have 12 dedicated technicians for the Orange County Region. We have comparable size groups for the southern LA, San Diego and Inland Empire Region as well. Additional we have our retrofit group that includes a similar number of techs that we can utilize to provide all necessary services needed for all 80 locations. Please see attached tech list.

5 - Are you able to provide...

- a. Yes, we are more than capable to provide all emergency repairs, our guaranteed response time for contract customers is within 2 hours. Typically the response time is much less than the guaranteed deadline.
- b. Our service truck do have GPS tracker.

6 - Provide information...

- a. All service calls generally go through our dispatching procedures with the project manager being involved every step of the way. Our guaranteed response time is 2 hours from initial call.
- b. There is no part of the process that is automated. We can setup an automated process to ensure you receive any information requested.

7 - Provide a sample...

- a. Please see attached.

8 - Please Describe...

- a. Materials supplied shall be guaranteed per terms and conditions of the standard manufacturer's limited warranty provision but in no instance shall such assurances extend for a period of less than one (1) year from date of completion.
- b. In the case there is a discrepancy and it is determined that a repair is needed, the project manager will ensure the process is completed correctly and thoroughly.

9 - Please provide information...

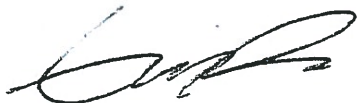
- a. Please see attached technician list.

10 - Please provide the basis...

- a. Typically each year the contract is evaluated and if any changes are required based on union or materials increases, these changes are discussed and approved by both parties. These increases typically are not more than 2% of previous charges.

For further questions, please contact the undersigned.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Rose".

Eric Rose
Project Manager
6446 E. Washington Ave.
Commerce, CA 90040
949.331.8337
erose@accoservice.com

SVC CODE		MO / YR	CONTRACT #	LOCATION CONTACT	PHONE NO.	CUSTOMER P.O. #	ACC.	MCC #	APT #
7160	24.00	November, 2018	CON0041399	Rita Rivera	(951) 351-6262	190478		0001945242	0001


SPECIAL COMMENTS:

Customer #	43246	Date	Technician	Appt	HOURS	Rate	ShiftPay x
		11/20/2018	7160 - Arguello, Sergio	0001	8.00	HOURLY	

City of Riverside
5950 Acorn St
Riverside, CA 92504

Location # 5950
Riverside Water Quality Contro
5950 Acorn St
Riverside, CA 92504

MAINTENANCE WORK ORDER

 **engineered systems**

6265 SAN FERNANDO ROAD
GLENDALE, CA 91201

WA# ACCOESI971DU CONT LIC: CA# 120696

Customer Name and Signature

sergio(In Person)

WORK COMPLETE

EST. COMPLETION DATE

YES NO ☒ 11/23/2018

CUSTOMER NOTES

[11/19/2018 7:47:42 PM 7162] IN PROGRESS: Replace filter on ac units
Got all info on units that maintenance was done on

Status of Departure: **IN PROGRESS**

SCHEDULED TASKS

X - Task completed

EQ ID#	HOURS	CHECK-IN	Value	Task Completed By
MOD #	SER #			
99.010	X	All Maintenance Agreements		7160
	X	Report to owner's responsible party upon arrival.		7160
A	X	Tech A Hours		7160
IBC	X	Is the building comfortable?	Yes	7160
OSA	X	OSA temperature degrees F.	72.00	7160

EQ ID# 80000879 PACKAGE AC UNIT SUBLOCATION: ACT SEC RAS PUMPING STRUCTURE #3

MOD # TBD SER # TBD

94.400

Package Unit Base Scope

- * Lubricate motor and fan shaft bearings as required.
- * Check refrigerant sight glass for proper operation.
- * Visual check for refrigerant leaks.
- * Check power and control voltage.
- * Check operating temperatures.
- * Check and adjust temperature and pressure controls.
- * Check fans and tighten and mountings.
- * Inspect gas furnace section for wear and proper
-operation (if applicable).
- * Ensure all access panels are properly secured and
-all screws are re-installed.

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

EQ ID# 80000243

PACKAGE AC UNIT

SUBLOCATION: ADMIN BUILDING

MOD # TBD SER # TBD

94.400	X	Package Unit Base Scope	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect gas furnace section for wear and proper	7160
	X	....operation (if applicable).	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160

EQ ID# ADM-EAH-001

AIR HANDLER

SUBLOCATION: ADMIN LAB
ROOF

MOD # TBD SER # TBD

94.405	X	Fan Coil/Air Handler Base Scope:	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check cooling coil section for wear or damage.	7160
	X	* Visual check for leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fan and tighten and mountings.	7160
	X	* Inspect gas furnace section for wear and proper	7160
	X	....operation (if applicable).	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160

EQ ID# ADM-EAH-002

AIR HANDLER

SUBLOCATION: ADMIN LAB
ROOF

MOD # TBD SER # TBD

94.405A	X	Fan Coil/Air Handler Base Scope: as described above.	7160
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EQ ID# 150000832

HEAT PUMP

SUBLOCATION: ADMIN ROOF

MOD # TBD SER # TBD

94.404A	X	Packaged Heat Pump Base Scope as described above.	7160
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EQ ID# 150000833

HEAT PUMP

SUBLOCATION: ADMIN ROOF

MOD # TBD SER # TBD

94.404A	X	Packaged Heat Pump Base Scope as described above.	7160
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EQ ID# 150000834

HEAT PUMP

SUBLOCATION: ADMIN ROOF

MOD # TBD SER # TBD

94.404A	X	Packaged Heat Pump Base Scope as described above.	7160
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SCHEDULED TASKS

X - Task completed

Value

Task Completed By

**EQ ID# 80000875 PACKAGE AC UNIT SUBLOCATION: ADMIN TOWER
#1 DOWNSTAIRS**
MOD # TBD SER # TBD

94.400	X	Package Unit Base Scope	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect gas furnace section for wear and proper	7160
	X	....operation (if applicable).	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160

**EQ ID# 80000876 SPLIT SYSTEM SUBLOCATION: ADMIN TOWER
#2 SERVER ROOM**
MOD # TBD SER # TBD

94.404	X	Packaged Heat Pump Base Scope	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect reversing valve for operation.	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160
94.407	X	Condensing Unit Base Scope:	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect reversing valve for operation (if applicable).	7160
	X	* Inspect condenser fins for damage.	7160
	X	* Ensure all access panels are properly secured and	7160
	Xall screws are re-installed.	7160

**EQ ID# 150000019 HEAT PUMP SUBLOCATION: ADMIN TOWER
BLDG CLASSROOM #3**
MOD # TBD SER # TBD

94.400A	X	Package Unit Base Scope as described above	7160
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**EQ ID# 110000138 HEAT PUMP SUBLOCATION: BLOWER BLDG
#2**
MOD # TBD SER # TBD

94.402A		Clean Condenser Coils as described above - Annual	
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SCHEDULED TASKS

X - Task completed

Value

Task Completed By

94.404A ☐ Packaged Heat Pump Base Scope as described above.EQ ID# 70001356
COOLERS

EVAPORATIVE

SUBLOCATION: BLOWER
STRUCTURE #1

MOD # TBD SER # TBD

94.424

Evaporative Cooler Base Scope:

- ☐ * Lubricate motor and fan shaft bearings as required.
- ☐ * Check evaporative cooling pad condition.
- ☐ * Visual check for leaks.
- ☐ * Check power and control voltage.
- ☐ * Check fan and tighten and mountings.
- ☐ * Check operation of make-up valve.
- ☐ * Check operation of circulating pump.
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

EQ ID# 70001357
COOLERS

EVAPORATIVE

SUBLOCATION: BLOWER
STRUCTURE #1

MOD # TBD SER # TBD

94.424A

Evaporative Cooler Base Scope - As described above

EQ ID# 150000738
COOLERS

EVAPORATIVE

SUBLOCATION: BLOWER
STRUCTURE #2

MOD # TBD SER # TBD

94.424

Evaporative Cooler Base Scope:

- ☐ * Lubricate motor and fan shaft bearings as required.
- ☐ * Check evaporative cooling pad condition.
- ☐ * Visual check for leaks.
- ☐ * Check power and control voltage.
- ☐ * Check fan and tighten and mountings.
- ☐ * Check operation of make-up valve.
- ☐ * Check operation of circulating pump.
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

EQ ID# 150000739
COOLERS

EVAPORATIVE

SUBLOCATION: BLOWER
STRUCTURE #2

MOD # TBD SER # TBD

94.424

Evaporative Cooler Base Scope:

- ☐ * Lubricate motor and fan shaft bearings as required.
- ☐ * Check evaporative cooling pad condition.
- ☐ * Visual check for leaks.
- ☐ * Check power and control voltage.
- ☐ * Check fan and tighten and mountings.
- ☐ * Check operation of make-up valve.
- ☐ * Check operation of circulating pump.
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

EQ ID# 100000077 CONTROLS SUBLOCATION: CENTRISYS**MOD # TBD SER # TBD**

40.143	X	Chiller controls	7160
	X	Inspect, calibrate, and test safety control; log	7160
	X	cut-in, cut-off points	7160
	X	Inspect, calibrate operating controls	7160
	X	Inspect control panel, confirm proper operation	7160
	X	of components and lights	7160

EQ ID# 80000864 PACKAGE AC UNIT SUBLOCATION: COGEN BLDG**MOD # TBD SER # TBD**

94.400A Package Unit Base Scope as described above

EQ ID# 80000240 PACKAGE AC UNIT SUBLOCATION: CONTROL ROOM**MOD # TBD SER # TBD**

94.400A Package Unit Base Scope as described above

EQ ID# 110000171 EVAPORATIVE COOL SUBLOCATION: DAF**MOD # TBD SER # TBD**

94.424	X	Evaporative Cooler Base Scope:	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check evaporative cooling pad condition.	7160
	X	* Visual check for leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check fan and tighten and mountings.	7160
	X	* Check operation of make-up valve.	7160
	X	* Check operation of circulating pump.	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160

EQ ID# 120000196 EVAPORATIVE COOL SUBLOCATION: DCOGEN**MOD # TBD SER # TBD**

94.424		Evaporative Cooler Base Scope:	
		* Lubricate motor and fan shaft bearings as required.	
		* Check evaporative cooling pad condition.	
		* Visual check for leaks.	
		* Check power and control voltage.	
		* Check fan and tighten and mountings.	
		* Check operation of make-up valve.	
		* Check operation of circulating pump.	
		* Ensure all access panels are properly secured and	
		....all screws are re-installed.	

EQ ID# 100000079 SPLIT SYSTEM SUBLOCATION: DEWATERING BUILDING**MOD # TBD SER # TBD**

94.407	X	Condensing Unit Base Scope:	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

94.404	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect reversing valve for operation (if applicable).	7160
	X	* Inspect condenser fins for damage.	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160
	X	Packaged Heat Pump Base Scope	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect reversing valve for operation.	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160

EQ ID# 110000125

HEAT PUMP

SUBLOCATION: DEWATERING
BUILDING

MOD # DAIKINHP

SER #

94.404	X	Packaged Heat Pump Base Scope	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect reversing valve for operation.	7160
	X	* Ensure all access panels are properly secured and	7160
94.402	X	....all screws are re-installed.	7160
	X	Optional Scope: Clean Condenser Coils - Annual	7160
	X	Clean condenser coils (per times indicated in Facility	7160
	X	....and Equipment Input Sheet).	7160

EQ ID# 150000842

EVAPORATIVE COOL

SUBLOCATION: DIGESTER #1

MOD # TBD SER # TBD

94.424A _____ Evaporative Cooler Base Scope - As described above

EQ ID# 150000843

EVAPORATIVE COOL

SUBLOCATION: DIGESTER #1

MOD # TBD SER # TBD

94.424A _____ Evaporative Cooler Base Scope - As described above

EQ ID# 150000827

HEAT PUMP

SUBLOCATION: DIGESTER #1
AND #2

MOD # TBD SER # TBD

94.404	_____	Packaged Heat Pump Base Scope	
	_____	* Lubricate motor and fan shaft bearings as required.	
	_____	* Check refrigerant sight glass for proper operation.	
	_____	* Visual check for refrigerant leaks.	
	_____	* Check power and control voltage.	

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

- ☐ * Check operating temperatures.
- ☐ * Check and adjust temperature and pressure controls.
- ☐ * Check fans and tighten and mountings.
- ☐ * Inspect reversing valve for operation.
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

EQ ID# 150000845 EVAPORATIVE COOL SUBLOCATION: DIGESTER #2**MOD # TBD SER # TBD**94.424A ☐ Evaporative Cooler Base Scope - As described above**EQ ID# 150000846 EVAPORATIVE COOL SUBLOCATION: DIGESTER #2****MOD # TBD SER # TBD**94.424A ☐ Evaporative Cooler Base Scope - As described above**EQ ID# 150000847 PACKAGE AC UNIT SUBLOCATION: DIGESTER #3
AND #4****MOD # TBD SER # TBD**

- 94.400 ☐ Package Unit Base Scope
- ☐ * Lubricate motor and fan shaft bearings as required.
 - ☐ * Check refrigerant sight glass for proper operation.
 - ☐ * Visual check for refrigerant leaks.
 - ☐ * Check power and control voltage.
 - ☐ * Check operating temperatures.
 - ☐ * Check and adjust temperature and pressure controls.
 - ☐ * Check fans and tighten and mountings.
 - ☐ * Inspect gas furnace section for wear and proper
 - ☐operation (if applicable).
 - ☐ * Ensure all access panels are properly secured and
 - ☐all screws are re-installed.

**EQ ID# 150000848 PACKAGE AC UNIT SUBLOCATION: DIGESTER #3
AND #4****MOD # TBD SER # TBD**94.400A ☐ Package Unit Base Scope as described above**EQ ID# 150000711 HEAT PUMP SUBLOCATION: DISTRIBUTION
STRUCTURE #6****MOD # TBD SER # TBD**94.404A ☐ Packaged Heat Pump Base Scope as described above.**EQ ID# 150000712 HEAT PUMP SUBLOCATION: DISTRIBUTION
STRUCTURE #6****MOD # TBD SER # TBD**94.404A ☐ Packaged Heat Pump Base Scope as described above.**EQ ID# 140000072 PACKAGE AC UNIT SUBLOCATION: ELECTRIC SHOP****MOD # TBD SER # TBD**94.400A ☐ Package Unit Base Scope as described above

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

EQ ID# 150000840**HEAT PUMP****SUBLOCATION: ELECTRICAL
ROOM ROOF - DFE****MOD # TBD SER # TBD****94.404****Packaged Heat Pump Base Scope**

- * Lubricate motor and fan shaft bearings as required.
- * Check refrigerant sight glass for proper operation.
- * Visual check for refrigerant leaks.
- * Check power and control voltage.
- * Check operating temperatures.
- * Check and adjust temperature and pressure controls.
- * Check fans and tighten and mountings.
- * Inspect reversing valve for operation.
- * Ensure all access panels are properly secured and
-all screws are re-installed.

**EQ ID# 150000919
COOLERS****EVAPORATIVE****SUBLOCATION: FACILITIES
SHOP****MOD # TBD SER # TBD****94.424****Evaporative Cooler Base Scope:**

- * Lubricate motor and fan shaft bearings as required.
- * Check evaporative cooling pad condition.
- * Visual check for leaks.
- * Check power and control voltage.
- * Check fan and tighten and mountings.
- * Check operation of make-up valve.
- * Check operation of circulating pump.
- * Ensure all access panels are properly secured and
-all screws are re-installed.

EQ ID# 80000862**PACKAGE AC UNIT****SUBLOCATION: FACILITIES
SHOP****MOD # TBD SER # TBD****94.400A****Package Unit Base Scope as described above****EQ ID# 80000870****HEAT PUMP****SUBLOCATION: FACILITIES
SHOP****MOD # TBD SER # TBD****94.404****Packaged Heat Pump Base Scope**

- * Lubricate motor and fan shaft bearings as required.
- * Check refrigerant sight glass for proper operation.
- * Visual check for refrigerant leaks.
- * Check power and control voltage.
- * Check operating temperatures.
- * Check and adjust temperature and pressure controls.
- * Check fans and tighten and mountings.
- * Inspect reversing valve for operation.
- * Ensure all access panels are properly secured and
-all screws are re-installed.

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

EQ ID# 150000709 HEAT PUMP SUBLOCATION: FINE SCREEN FACILITY

MOD # TBD SER # TBD

- 94.404 _____ **Packaged Heat Pump Base Scope**
- _____ * Lubricate motor and fan shaft bearings as required.
 - _____ * Check refrigerant sight glass for proper operation.
 - _____ * Visual check for refrigerant leaks.
 - _____ * Check power and control voltage.
 - _____ * Check operating temperatures.
 - _____ * Check and adjust temperature and pressure controls.
 - _____ * Check fans and tighten and mountings.
 - _____ * Inspect reversing valve for operation.
 - _____ * Ensure all access panels are properly secured and
 - _____all screws are re-installed.

EQ ID# 150000710 HEAT PUMP SUBLOCATION: FINE SCREEN FACILITY

MOD # TBD SER # TBD

- 94.404A _____ **Packaged Heat Pump Base Scope as described above.**

EQ ID# HDW-SAH-001 AIR HANDLER SUBLOCATION: HEADWORKS

MOD # TBD SER # TBD

- 94.405A _____ **Fan Coil/Air Handler Base Scope: as described above.**

EQ ID# HDW-SAH-002 AIR HANDLER SUBLOCATION: HEADWORKS

MOD # TBD SER # TBD

- 94.405A _____ **Fan Coil/Air Handler Base Scope: as described above.**

EQ ID# HDW-EAH-001 AIR HANDLER SUBLOCATION: HEADWORKS ROOF

MOD # TBD SER # TBD

- 94.405 _____ **Fan Coil/Air Handler Base Scope:**
- _____ * Lubricate motor and fan shaft bearings as required.
 - _____ * Check cooling coil section for wear or damage.
 - _____ * Visual check for leaks.
 - _____ * Check power and control voltage.
 - _____ * Check operating temperatures.
 - _____ * Check and adjust temperature and pressure controls.
 - _____ * Check fan and tighten and mountings.
 - _____ * Inspect gas furnace section for wear and proper
 - _____operation (if applicable).
 - _____ * Ensure all access panels are properly secured and
 - _____all screws are re-installed.

EQ ID# HDW-EAH-002 AIR HANDLER SUBLOCATION: HEADWORKS ROOF

MOD # TBD SER # TBD

- 94.405A _____ **Fan Coil/Air Handler Base Scope: as described above.**

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

EQ ID# HDW-EAH-003**AIR HANDLER****SUBLOCATION: HEADWORKS
ROOF****MOD # TBD SER # TBD**

94.405A _____ Fan Coil/Air Handler Base Scope: as described above.

EQ ID# 150000964**CONTROLS****SUBLOCATION: HUBER SCREW
PRESS****MOD # TBD SER # TBD**

40.143 _____ Chiller controls

_____ Inspect, calibrate, and test safety control; log

_____ cut-in, cut-off points

_____ Inspect, calibrate operating controls

_____ Inspect control panel, confirm proper operation

_____ of components andlights

EQ ID# 150000965**CONTROLS****SUBLOCATION: HUBER SLUDGE
PUMPS****MOD # TBD SER # TBD**

40.143 _____ Chiller controls

_____ Inspect, calibrate, and test safety control; log

_____ cut-in, cut-off points

_____ Inspect, calibrate operating controls

_____ Inspect control panel, confirm proper operation

_____ of components andlights

EQ ID# 120000118**SPLIT SYSTEM****SUBLOCATION:
INSTRUMENTATION MAINT SHOP****MOD # TBD SER # TBD**

94.402A _____ Clean Condenser Coils as described above - Annual

94.404A _____ Packaged Heat Pump Base Scope as described above.

**EQ ID# 90000480
COOLERS****EVAPORATIVE****SUBLOCATION:
INSTRUMENTATION
MAINTENANCE SHOP****MOD # TBD SER # TBD**

94.424A _____ Evaporative Cooler Base Scope - As described above

EQ ID# 140000071**PACKAGE AC UNIT****SUBLOCATION: INSTRUMENT
SHOP****MOD # TBD SER # TBD**

94.400 _____ Package Unit Base Scope

_____ * Lubricate motor and fan shaft bearings as required.

_____ * Check refrigerant sight glass for proper operation.

_____ * Visual check for refrigerant leaks.

_____ * Check power and control voltage.

_____ * Check operating temperatures.

_____ * Check and adjust temperature and pressure controls.

_____ * Check fans and tighten and mountings.

_____ * Inspect gas furnace section for wear and proper

_____operation (if applicable).

_____ * Ensure all access panels are properly secured and

_____all screws are re-installed.

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

EQ ID# 800001282

SPLIT SYSTEM

SUBLOCATION: LANDFILL

MOD # TBD SER # TBD

94.404

Packaged Heat Pump Base Scope

- * Lubricate motor and fan shaft bearings as required.
- * Check refrigerant sight glass for proper operation.
- * Visual check for refrigerant leaks.
- * Check power and control voltage.
- * Check operating temperatures.
- * Check and adjust temperature and pressure controls.
- * Check fans and tighten and mountings.
- * Inspect reversing valve for operation.
- * Ensure all access panels are properly secured and
-all screws are re-installed.

94.407

Condensing Unit Base Scope:

- * Check refrigerant sight glass for proper operation.
- * Visual check for refrigerant leaks.
- * Check power and control voltage.
- * Check operating temperatures.
- * Check and adjust temperature and pressure controls.
- * Check fans and tighten and mountings.
- * Inspect reversing valve for operation (if applicable).
- * Inspect condenser fins for damage.
- * Ensure all access panels are properly secured and
-all screws are re-installed.

EQ ID# 120000039

HEAT PUMP

SUBLOCATION: LUBRICATION
BUILDING

MOD # MITSUBISHI CU SER # TBD

94.404

Packaged Heat Pump Base Scope

- * Lubricate motor and fan shaft bearings as required.
- * Check refrigerant sight glass for proper operation.
- * Visual check for refrigerant leaks.
- * Check power and control voltage.
- * Check operating temperatures.
- * Check and adjust temperature and pressure controls.
- * Check fans and tighten and mountings.
- * Inspect reversing valve for operation.
- * Ensure all access panels are properly secured and
-all screws are re-installed.

94.402

Optional Scope: Clean Condenser Coils - Annual

- Clean condenser coils (per times indicated in Facility
-and Equipment Input Sheet).

EQ ID# 150000173

PACKAGE AC UNIT

SUBLOCATION: MAINTENANCE
SHOP

MOD # TBD SER # TBD

94.400

Package Unit Base Scope

- * Lubricate motor and fan shaft bearings as required.
- * Check refrigerant sight glass for proper operation.
- * Visual check for refrigerant leaks.

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

- ☐ * Check power and control voltage.
- ☐ * Check operating temperatures.
- ☐ * Check and adjust temperature and pressure controls.
- ☐ * Check fans and tighten and mountings.
- ☐ * Inspect gas furnace section for wear and proper
- ☐operation (if applicable).
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

EQ ID# 150000841 EVAPORATIVE COOL SUBLOCATION: MBR**MOD # TBD SER # TBD**

- 94.424 Evaporative Cooler Base Scope:**
- ☐ * Lubricate motor and fan shaft bearings as required.
 - ☐ * Check evaporative cooling pad condition.
 - ☐ * Visual check for leaks.
 - ☐ * Check power and control voltage.
 - ☐ * Check fan and tighten and mountings.
 - ☐ * Check operation of make-up valve.
 - ☐ * Check operation of circulating pump.
 - ☐ * Ensure all access panels are properly secured and
 - ☐all screws are re-installed.

EQ ID# 150000844 EVAPORATIVE COOL SUBLOCATION: MBR**MOD # TBD SER # TBD**

- 94.424A Evaporative Cooler Base Scope - As described above**

**EQ ID# 90000405 PACKAGE AC UNIT SUBLOCATION: MBR DRAIN
PUMPING STRUCTURE****MOD # TBD SER # TBD**

- 94.404 Package Unit Base Scope**
- ☐ * Lubricate motor and fan shaft bearings as required.
 - ☐ * Check refrigerant sight glass for proper operation.
 - ☐ * Visual check for refrigerant leaks.
 - ☐ * Check power and control voltage.
 - ☐ * Check operating temperatures.
 - ☐ * Check and adjust temperature and pressure controls.
 - ☐ * Check fans and tighten and mountings.
 - ☐ * Inspect gas furnace section for wear and proper
 - ☐operation (if applicable).
 - ☐ * Ensure all access panels are properly secured and
 - ☐all screws are re-installed.

**EQ ID# 150000828 HEAT PUMP SUBLOCATION: MBR PRIMARIES
AND EQUILIZATION****MOD # TBD SER # TBD**

- 94.404A Packaged Heat Pump Base Scope as described above.**

**EQ ID# 150000829 HEAT PUMP SUBLOCATION: MBR PRIMARIES
AND EQUILIZATION****MOD # TBD SER # TBD**

- 94.404A Packaged Heat Pump Base Scope as described above.**

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

EQ ID# 150000830 HEAT PUMP SUBLOCATION: MBR ROOF**MOD # TBD SER # TBD**94.404A ☐ Packaged Heat Pump Base Scope as described above.**EQ ID# 150000831 HEAT PUMP SUBLOCATION: MBR ROOF****MOD # TBD SER # TBD**

94.404 ☐ Packaged Heat Pump Base Scope

☐ * Lubricate motor and fan shaft bearings as required.

☐ * Check refrigerant sight glass for proper operation.

☐ * Visual check for refrigerant leaks.

☐ * Check power and control voltage.

☐ * Check operating temperatures.

☐ * Check and adjust temperature and pressure controls.

☐ * Check fans and tighten and mountings.

☐ * Inspect reversing valve for operation.

☐ * Ensure all access panels are properly secured and

☐ all screws are re-installed.

EQ ID# 80000239 PACKAGE AC UNIT SUBLOCATION: MCC ROOM**MOD # TBD SER # TBD**94.400A ☐ Package Unit Base Scope as described above**EQ ID# 130000091 PACKAGE AC UNIT SUBLOCATION: MCC ROOM
(DAF)****MOD # TBD SER # TBD**94.400A ☐ Package Unit Base Scope as described above**EQ ID# 140000613 PACKAGE AC UNIT SUBLOCATION: MCC ROOM
ROOF, HEADWORKS****MOD # TBD SER # TBD**94.400A ☐ Package Unit Base Scope as described above**EQ ID# 160000091 EVAPORATIVE SUBLOCATION: MECHANICAL
COOLERS AND MAINTENANCE SHOP****MOD # TBD SER # TBD**

94.424 ☐ Evaporative Cooler Base Scope:

☐ * Lubricate motor and fan shaft bearings as required.

☐ * Check evaporative cooling pad condition.

☐ * Visual check for leaks.

☐ * Check power and control voltage.

☐ * Check fan and tighten and mountings.

☐ * Check operation of make-up valve.

☐ * Check operation of circulating pump.

☐ * Ensure all access panels are properly secured and

☐ all screws are re-installed.

**EQ ID# 90000475 EVAPORATIVE SUBLOCATION: MECHANICAL
COOLERS AND MAINTENANCE SHOP****MOD # TBD SER # TBD**

94.424 ☐ Evaporative Cooler Base Scope:

☐ * Lubricate motor and fan shaft bearings as required.

☐ * Check evaporative cooling pad condition.

Value

- _____ * Visual check for leaks.
- _____ * Check power and control voltage.
- _____ * Check fan and tighten and mountings.
- _____ * Check operation of make-up valve.
- _____ * Check operation of circulating pump.
- _____ * Ensure all access panels are properly secured and
- _____all screws are re-installed.

94.424A **Evaporative Cooler Base Scope - As described above**

94.424A **Evaporative Cooler Base Scope - As described above**

94.400

Package Unit Base Scope

- * Lubricate motor and fan shaft bearings as required.
- * Check refrigerant sight glass for proper operation.
- * Visual check for refrigerant leaks.
- * Check power and control voltage.
- * Check operating temperatures.
- * Check and adjust temperature and pressure controls.
- * Check fans and tighten and mountings.
- * Inspect gas furnace section for wear and proper
....operation (if applicable).
- * Ensure all access panels are properly secured and
....all screws are re-installed.

94.404A **Packaged Heat Pump Base Scope as described above.**

94.404A **Packaged Heat Pump Base Scope as described above.**

94.404A **Packaged Heat Pump Base Scope as described above.**

94.404 _____ **Packaged Heat Pump Base Scope**

_____ * Lubricate motor and fan shaft bearings as required.

_____ * Check refrigerant sight glass for proper operation.

_____ * Visual check for refrigerant leaks.

_____ * Check power and control voltage.

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

- ☐ * Check operating temperatures.
- ☐ * Check and adjust temperature and pressure controls.
- ☐ * Check fans and tighten and mountings.
- ☐ * Inspect reversing valve for operation.
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

EQ ID# 160000760

HEAT PUMP

SUBLOCATION: PMF BLDG

MOD # TBD SER # TBD

94.404A ☐ Packaged Heat Pump Base Scope as described above.

EQ ID# 120000096

HEAT PUMP

SUBLOCATION: POWER DIST
STRUCTURE #3

MOD # TBD SER # TBD

94.404A ☐ Packaged Heat Pump Base Scope as described above.94.402A ☐ Clean Condenser Coils as described above - Annual

EQ ID# 1400000424

SPLIT SYSTEM

SUBLOCATION: PUMPING
STRUCTURE #4

MOD # TBD SER # TBD

94.404 ☐ Packaged Heat Pump Base Scope

- ☐ * Lubricate motor and fan shaft bearings as required.
- ☐ * Check refrigerant sight glass for proper operation.
- ☐ * Visual check for refrigerant leaks.
- ☐ * Check power and control voltage.
- ☐ * Check operating temperatures.
- ☐ * Check and adjust temperature and pressure controls.
- ☐ * Check fans and tighten and mountings.
- ☐ * Inspect reversing valve for operation.
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

94.407

☐ Condensing Unit Base Scope:

- ☐ * Check refrigerant sight glass for proper operation.
- ☐ * Visual check for refrigerant leaks.
- ☐ * Check power and control voltage.
- ☐ * Check operating temperatures.
- ☐ * Check and adjust temperature and pressure controls.
- ☐ * Check fans and tighten and mountings.
- ☐ * Inspect reversing valve for operation (if applicable).
- ☐ * Inspect condenser fins for damage.
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

EQ ID# 100000105

PACKAGE AC UNIT

SUBLOCATION: RECYCLED
WATER CONTROLS BLDG

MOD # TBD SER # TBD

94.400 ☐ Package Unit Base Scope

- ☐ * Lubricate motor and fan shaft bearings as required.
- ☐ * Check refrigerant sight glass for proper operation.
- ☐ * Visual check for refrigerant leaks.
- ☐ * Check power and control voltage.
- ☐ * Check operating temperatures.

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

- ☐ * Check and adjust temperature and pressure controls.
- ☐ * Check fans and tighten and mountings.
- ☐ * Inspect gas furnace section for wear and proper
- ☐operation (if applicable).
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

EQ ID# 150000835**PACKAGE AC UNIT****SUBLOCATION: SCHEDULING
AND COLLECTIONS ADMIN****MOD # TBD SER # TBD****94.400****Package Unit Base Scope**

- ☐ * Lubricate motor and fan shaft bearings as required.
- ☐ * Check refrigerant sight glass for proper operation.
- ☐ * Visual check for refrigerant leaks.
- ☐ * Check power and control voltage.
- ☐ * Check operating temperatures.
- ☐ * Check and adjust temperature and pressure controls.
- ☐ * Check fans and tighten and mountings.
- ☐ * Inspect gas furnace section for wear and proper
- ☐operation (if applicable).
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

EQ ID# 150000836**PACKAGE AC UNIT****SUBLOCATION: SCHEDULING
AND COLLECTIONS ADMIN****MOD # TBD SER # TBD****94.400A****Package Unit Base Scope as described above****EQ ID# 150000837****PACKAGE AC UNIT****SUBLOCATION: SCHEDULING
AND COLLECTIONS ADMIN****MOD # TBD SER # TBD****94.404****Packaged Heat Pump Base Scope**

- ☐ * Lubricate motor and fan shaft bearings as required.
- ☐ * Check refrigerant sight glass for proper operation.
- ☐ * Visual check for refrigerant leaks.
- ☐ * Check power and control voltage.
- ☐ * Check operating temperatures.
- ☐ * Check and adjust temperature and pressure controls.
- ☐ * Check fans and tighten and mountings.
- ☐ * Inspect reversing valve for operation.
- ☐ * Ensure all access panels are properly secured and
- ☐all screws are re-installed.

EQ ID# 160000450**HEAT PUMP****SUBLOCATION: SCHEDULING
AND COLLECTIONS ADMIN****MOD # DAIKINHP SER #****94.404A****Packaged Heat Pump Base Scope as described above.****EQ ID# 160000803****MINI SPLIT****SUBLOCATION: SERVER ROOM -
ADMIN****MOD # DAIKINMS SER #****94.407****Condensing Unit Base Scope:**

- ☒ * Check refrigerant sight glass for proper operation.

7160

7160

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect reversing valve for operation (if applicable).	7160
	X	* Inspect condenser fins for damage.	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160
94.404	X	Packaged Heat Pump Base Scope	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect reversing valve for operation.	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160

EQ ID# 170000511
UNIT

WALL MOUNTED AC

SUBLOCATION: SERVER ROOM -
PMF

MOD # TBD SER # TBD

94.404A Packaged Heat Pump Base Scope as described above.94.407A Condensing Unit Base Scope: as described above.

EQ ID# ADM-SAH-001

AIR HANDLER

SUBLOCATION: TBD

MOD # TBD SER # TBD

94.405A X Fan Coil/Air Handler Base Scope: as described above. 7160

EQ ID# ADM-SAH-002

AIR HANDLER

SUBLOCATION: TBD

MOD # TBD SER # TBD

94.405A X Fan Coil/Air Handler Base Scope: as described above. 7160

EQ ID# ADM-SAH-003

AIR HANDLER

SUBLOCATION: TBD

MOD # TBD SER # TBD

94.405A X Fan Coil/Air Handler Base Scope: as described above. 7160

EQ ID# ADM-TWC-001

COOLING TOWER

SUBLOCATION: TBD

MOD # TBD SER # TBD

94.418	X	Cooling Tower Base Scope	7160
	X	* Inspect unit condition and check for unusual noise	7160
	X	....and vibration.	7160
	X	* Inspect cold water basin spray nozzles.	7160
	X	* Check air inlet louvers and combined inlet shields.	7160
	X	* Check and adjust water basin level.	7160
	X	* Check operation of make-up valve.	7160
	X	* Check belt condition (as applicable).	7160
	X	* Adjust belt tension as required (as applicable).	7160
	X	* Lubricate fan shaft bearings as required.	7160
	X	* Check power and control voltage.	7160

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

X	* Inspect alternate drive systems (non-belt, as applicable).	7160
X	* Inspect fan assembly and insure free rotation.	7160
X	* Inspect fan shafts for rust and corrosion.	7160
X	* Check operating temperatures.	7160
X	* Ensure all access panels are properly secured and all	7160
X	....screws are re-installed.	7160

EQ ID# 80000238

PACKAGE AC UNIT

SUBLOCATION: TERTIARY
BUILDING

MOD # TBD SER # TBD

94.400A X Package Unit Base Scope as described above 7160

EQ ID# 130000079

PACKAGE AC UNIT

SUBLOCATION: TERTIARY
STRUCTURE #1

MOD # TBD SER # TBD

94.402	X	Optional Scope: Clean Condenser Coils - Annual	7160
	X	Clean condenser coils (per times indicated in Facility	7160
	X	....and Equipment Input Sheet).	7160
94.400	X	Package Unit Base Scope	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect gas furnace section for wear and proper	7160
	X	....operation (if applicable).	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160

EQ ID# 130000080

PACKAGE AC UNIT

SUBLOCATION: TERTIARY
STRUCTURE #1

MOD # TBD SER # TBD

94.400A X Package Unit Base Scope as described above 7160

EQ ID# 160000419

HEAT PUMP

SUBLOCATION: TERTIARY
STRUCTURE #1

MOD # GEHP SER #

94.404	X	Packaged Heat Pump Base Scope	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect reversing valve for operation.	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160

SCHEDULED TASKS

X - Task completed

Value

Task Completed By

EQ ID# 80000227 PACKAGE AC UNIT SUBLOCATION: WAREHOUSE

MOD # TBD SER # TBD

94.400	X	Package Unit Base Scope	7160
	X	* Lubricate motor and fan shaft bearings as required.	7160
	X	* Check refrigerant sight glass for proper operation.	7160
	X	* Visual check for refrigerant leaks.	7160
	X	* Check power and control voltage.	7160
	X	* Check operating temperatures.	7160
	X	* Check and adjust temperature and pressure controls.	7160
	X	* Check fans and tighten and mountings.	7160
	X	* Inspect gas furnace section for wear and proper	7160
	X	....operation (if applicable).	7160
	X	* Ensure all access panels are properly secured and	7160
	X	....all screws are re-installed.	7160

EQ ID# 70000699 DUCTLESS SPLIT SUBLOCATION: WOMENS LOCKER ROOM

MOD # TBD SER # TBD

94.404		Packaged Heat Pump Base Scope	
		* Lubricate motor and fan shaft bearings as required.	
		* Check refrigerant sight glass for proper operation.	
		* Visual check for refrigerant leaks.	
		* Check power and control voltage.	
		* Check operating temperatures.	
		* Check and adjust temperature and pressure controls.	
		* Check fans and tighten and mountings.	
		* Inspect reversing valve for operation.	
		* Ensure all access panels are properly secured and	
		....all screws are re-installed.	
94.407		Condensing Unit Base Scope:	
		* Check refrigerant sight glass for proper operation.	
		* Visual check for refrigerant leaks.	
		* Check power and control voltage.	
		* Check operating temperatures.	
		* Check and adjust temperature and pressure controls.	
		* Check fans and tighten and mountings.	
		* Inspect reversing valve for operation (if applicable).	
		* Inspect condenser fins for damage.	
		* Ensure all access panels are properly secured and	
		....all screws are re-installed.	

EQ ID# 90000613 PACKAGE AC UNIT SUBLOCATION: WOOD ROAD WASTE WATER LIFT STATION

MOD # TBD SER # TBD

94.400		Package Unit Base Scope	
		* Lubricate motor and fan shaft bearings as required.	
		* Check refrigerant sight glass for proper operation.	
		* Visual check for refrigerant leaks.	
		* Check power and control voltage.	
		* Check operating temperatures.	

SCHEDULED TASKS		
X - Task completed	Value	Task Completed By
<div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><div>* Check and adjust temperature and pressure controls.</div><div>* Check fans and tighten and mountings.</div><div>* Inspect gas furnace section for wear and proper</div><div>....operation (if applicable).</div><div>* Ensure all access panels are properly secured and</div><div>....all screws are re-installed.</div></div>		

APPENDIX A - OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Business Legal Name: <i>ALCO Engineered Systems, Inc</i>		
Business Parent or Ownership: <i>—</i>		
Address: <i>6446 E. WASHINGTON BLVD COMMERCE CA 90040</i>		
Business Telephone No. <i>949-331-8337</i>	Business Fax No. <i>—</i>	
Business Tax I.D. Number: <i>95-1625123</i>	CSLB License Number: <i>120696</i>	DIR Registration Number: <i>100000546</i>
Legal form of company: (partnership, corporation, joint venture) <i>Corporation</i>		
Length of time your business has been in business: <i>80 yrs</i>	Length of time at current location: <i>30 yrs</i>	
Number of employees and Number of Current Clients <i>3000+ / Thousands</i>		

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).

Name: <i>Eric Rose / Jacob Coble</i>	Title: <i>Project manager / Regional Manager</i>
Telephone No.: <i>949-331-8337</i>	E-mail: <i>erose@accoservice.com</i>

Person responsible for the day-to-day servicing of the account:

Name: <i>Eric Rose</i>	Title: <i>Project manager</i>
Telephone No.: <i>949-331-8337</i>	E-mail: <i>erose@accoservice.com</i>

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix F).

***For additional information please see page 20 "Campaign Contribution Disclosure".**

APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your business that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	

SEE ATTACHED
MULTIPLE REFERENCES



Mechanical Services

818 / 625-5252 Cell
800 / 998-2226 Service
818 / 548-4402 Fax
6265 San Fernando Rd.
Glendale, CA 91201-2214

April 25, 2019

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Subject: RFP No. RO2356 – Experience and References

a. Please see attached requested information

For further questions, please contact the undersigned.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Rose".

Eric Rose
Project Engineer
6446 E. Washington Ave.
Commerce, CA 90040
949.331.8337
erose@accoservice.com

CLIENT REFERENCE LIST

Proposer's Company Name: ACCO Engineered Systems

List client references for which your company has performed similar work as described and required in the bid specifications.

1.	Company	Southern California Edison
	Address	2244 Walnut Grove Ave
	City, ST, zip	Rosemead, CA 91770
	Contact Name	Larry Dietrich
	Phone Number	626.588.4513
	Email	larry.dietrich@sce.com larry.dietrich@sce.com
	Years and nature of relationship	2008 - Present: Major Projects Completed: Retrofits and upgrades of equipment ranging from chiller conversion, cooling towers, packaged units, air handlers, pump systems, built-up direct expansion and other mechanical work for the Equity Office Properties Southern California Portfolio including maintenance of all Mechanical Equipment. Last major work completed in 2012
2.	Company	City of Irvine
	Address	1 Civic Center Drive
	City, ST, zip	Irvine
	Contact Name	Mike Dunn
	Phone Number	949.724.7709
	Email	mdunn@cityofirvine.org
3.	Company	CBRE - Comerica Bank
	Address	2015 Manhattan Beach Blvd
	City, ST, zip	Redondo Beach, CA 90278
	Contact Name	Kandy Quesada
	Phone Number	310.386.0868
	Email	Kandy.quesada@cbre.com
	Years and nature of relationship	2011 - Present: ACCO is providing HVAC maintenance, repairs, and replacements as needed for all of the Southern California bank branches.
4.	Company	The City of Burbank
	Address	124 South Lake Street
	City, ST, zip	Burbank, CA 90056
	Contact Name	Robert Wendlant
	Phone Number	818-238-3838
	Email	
	Years and nature of relationship	2000 - Present: Major Projects Completed: Retrofits and upgrades of equipment ranging from Turbocor compressors, packaged units, air handlers, pump systems, built-up direct expansion and other mechanical work for the City of Burbank including maintenance of all Mechanical Equipment. Last major work completed in 2012.

Use additional pages if necessary to include additional client references you would like the City to take into consideration.

SERVICE



**engineered
systems**

Mechanical Services

323 / 201-0931 Voice

800 / 998-2206 Service

323 / 201-3674 Fax

6446 E. Washington Blvd.

Commerce, CA 90040

CLIENT REFERENCE LIST

RFQ- Specialized "As-Needed" Maintenance Services City of Los Angeles Department of Public Works Bureau of Sanitation

The following list includes client references the ACCO Engineered Systems has performed similar work as described and required in the bid specifications.

1.	Company	The City of Los Angeles
	Address	200 N Spring St
	City, ST, zip	Los Angeles, CA 90012
	Contact Name	Greg Zuniga
	Phone Number	213-978-4648
	Email	greg.zuniga@lacity.org
	Scope of Work	2003-Present: Retrofits and major upgrades of chillers, boilers, packaged units, split systems, pump systems, controls and various other mechanical projects. Performed mechanical preventative maintenance serving a variety of city owned buildings
2.	Company	Department of Veterans Affairs
	Address	11301 Wilshire Blvd
	City, ST, zip	Los Angeles, CA 90073
	Contact Name	Alan Silver
	Phone Number	310-268-3424
	Email	Alan.silver@va.gov
	Years and nature of relationship	2012 - Present: Retrofit and equipment upgrades to mechanical systems. Perform Preventative maintenance on Chillers, pump systems, cooling towers and other Mechanical Equipment.
3.	Company	Los Angeles World Airports
	Address	7407 World Way West
	City, ST, zip	Los Angeles, CA
	Contact Name	Richard Yakel
	Phone Number	424-646-7955
	Email	ryakel@lawa.org
	Years and nature of relationship	2005-Present: Retrofits, upgrades, and new construction of equipment ranging from chillers, cooling towers, package units, air handlers, pump systems, for the Equity Office Properties Southern California Portfolio, including maintenance on all Mechanical Equipment.

APPENDIX C – PROPOSAL QUESTIONNAIRE

In addition to the written proposal that demonstrates the Respondent's understanding of the RFP, each Respondent shall also provide the following information. Social media links, brochures, advertisements, or the like will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

1. Provide information that demonstrates the competence of your business to provide the HVAC system repair and maintenance services as documented in the RFP. Include any certifications, training completed, licenses or specializations.
2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting. Include information in regard to your approach and strategy to address these different settings and service requirements.
3. What is your experience repairing or serving HVAC Systems with Johnson Controls systems? Please be specific to your experience with Metasys 2.0 and 6.0 systems and describe a repair and/or service you have completed on this type of system in the last 12 months.
4. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.
5. Are you able to provide emergency repairs? Emergency repairs are defined as a response to alleviate the problem within 24 hrs. What is your average response time to an emergency? Are your vehicles equipped with GPS trackers to update location and status of technicians?
6. Provide information on how services are scheduled. Include your on-call response time following telephone notification and explain how service calls are received and handled. Also provide a description of any automated processes involved.
7. Provide a sample work order and information on how the quality of services are monitored. Include any checklists or other tracking methods to insure all services requested have been completed.
8. Please describe your warranty terms for repair, parts, and service. Include your process for resolution in the case that any deficiencies are identified.
9. Please provide information on the number of personnel available to provide requested services.
10. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.

April 25, 2019

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Mechanical Services

818 / 625-5252 Cell
800 / 998-2226 Service
818 / 548-4402 Fax
6265 San Fernando Rd.
Glendale, CA 91201-2214

Subject: RFP No. RO2356 – Proposal Questionnaire

1 - Provide information that demonstrates...

- a. ACCO Engineered Systems has reviewed the RFP and understands all requirements and intends to perform necessary HVAC services. Under the ACCOCare preventive maintenance program, the HVAC systems would be properly maintained for the rest of their life cycle, leading to the following benefits:
- b. ACCO has been in the HVAC business for over 80 years, with a specialization in providing the most streamline customer experience. See attached project manager responsibilities.

By selecting ACCO services, customers employ the capabilities of the largest mechanical service, engineering and construction company in Southern California. With highly skilled field service technicians and dedicated in-house resources including engineering and design, sheet metal and piping, ACCO has the resources to meet all HVAC needs. ACCOCare maintenance plan customers also receive the benefit of preferred response times in the case of emergencies. Our service department can be reached 24/7 using our toll free number.

- c. ACCO has been in business under the name ACCO Engineered Systems, Inc. for 20 years. ACCO was previously named Air Conditioning Company for over 50 years. ACCO has been in business for a total of 81 years.
- d. ACCO Engineered Systems does not have any commitments or potential commitments that may impact the proposer's ability to perform this contract.

2 - Fire Stations and Headquarters...

- a. We have been servicing city and municipality customers for several decades, including the City of Irvine. It's important to us and our customer experiences that we treat every facility with the upmost urgency and respect. Each service call and service request are all funneled through our project manager as the single point of contact for all necessary needs.

3 - What is your experience...

- a. Please see the attached certifications for all necessary systems and equipment. We are continuously working on all these types of equipment for all customers.

4 - Provide information...

- a. We have 12 dedicated technicians for the Orange County Region. We have comparable size groups for the southern LA, San Diego and Inland Empire Region as well. Additional we have our retrofit group that includes a similar number of techs that we can utilize to provide all necessary services needed for all 80 locations. Please see attached tech list.

5 - Are you able to provide...

- a. Yes, we are more than capable to provide all emergency repairs, our guaranteed response time for contract customers is within 2 hours. Typically the response time is much less than the guaranteed deadline.
- b. Our service truck do have GPS tracker.

6 - Provide information...

- a. All service calls generally go through our dispatching procedures with the project manager being involved every step of the way. Our guaranteed response time is 2 hours from initial call.
- b. There is no part of the process that is automated. We can setup an automated process to ensure you receive any information requested.

7 - Provide a sample...

- a. Please see attached.

8 - Please Describe...

- a. Materials supplied shall be guaranteed per terms and conditions of the standard manufacturer's limited warranty provision but in no instance shall such assurances extend for a period of less than one (1) year from date of completion.
- b. In the case there is a discrepancy and it is determined that a repair is needed, the project manager will ensure the process is completed correctly and thoroughly.

9 - Please provide information...

- a. Please see attached technician list.

10 - Please provide the basis...

- a. Typically each year the contract is evaluated and if any changes are required based on union or materials increases, these changes are discussed and approved by both parties. These increases typically are not more than 2% of previous charges.

For further questions, please contact the undersigned.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Rose", with a stylized flourish at the end.

Eric Rose
Project Manager
6446 E. Washington Ave.
Commerce, CA 90040
949.331.8337
erose@accoservice.com

Orange County Group

<i>Last Name</i>	<i>First</i>	<i>Classification</i>
Brown	Forrest	OC-AC TECH
Gutierrez	Bill	OC-AC TECH
Martz	Darren	OC-AC TECH
Engel	Scott	OC-AC TECH
Knowles	Brad	OC-AC TECH
Leal	Jorge	OC-AC TECH
Cruz	Joseph	OC-AC TECH
Diaz	Adrian	OC-AC TECH
Duarte	Carlos	OC-AC TECH
Cabalo	Nestor	OC-AC TECH
Sohm	Sean	OC-AC TECH
Johnson	Christian	OC-AC TECH

Retrofit Group

<i>Last Name</i>	<i>First</i>	<i>Classification</i>
Delmatoff	John	Retrofit
Garcia	Todd	Retrofit
Blom	Gayle	Retrofit
Maas	Stuart	Retrofit
Rojas	Daniel	Retrofit
Fear*	Robert	Retrofit
Franco	Jesus	Retrofit
Keyawa	Josh	Retrofit
Rubio	Richard	Retrofit
Schaeffer	Rich	Retrofit
Johnson	David	Retrofit
Hernandez	Juan	Retrofit
Wimmer	Eric	Retrofit
Berg	Andrew	Retrofit
Martin	David	Retrofit

Chiller Group

<i>Last Name</i>	<i>First</i>	<i>Classification</i>
Sanchez*	Jorge	Chiller Group
Martinez	Thomas	Chiller Group
Carlos	Ruben	Chiller Group
McCarthy	Gerald	Chiller Group
Velasco*	Louie	Chiller Group
Hemenway	Carleton	Chiller Group
Lakso*	Alexander	Chiller Group
Malik*	Michael	Chiller Group
Pak	Jin Hyuk	Chiller Group
Shade*	Patrick	Chiller Group
Smith	Eddie	Chiller Group
Vazquez*	Alex	Chiller Group
Semana	Celestino	Chiller Group
Martinez	Jose	Chiller Group
Truran	James	Chiller Group

Orange County Group

<i>Last Name</i>	<i>First</i>	<i>Classification</i>
Brown	Forrest	OC-AC TECH
Gutierrez	Bill	OC-AC TECH
Martz	Darren	OC-AC TECH
Engel	Scott	OC-AC TECH
Knowles	Brad	OC-AC TECH
Leal	Jorge	OC-AC TECH
Cruz	Joseph	OC-AC TECH
Diaz	Adrian	OC-AC TECH
Duarte	Carlos	OC-AC TECH
Cabalo	Nestor	OC-AC TECH
Sohm	Sean	OC-AC TECH
Johnson	Christian	OC-AC TECH

Retrofit Group

<i>Last Name</i>	<i>First</i>	<i>Classification</i>
Delmatoff	John	Retrofit
Garcia	Todd	Retrofit
Blom	Gayle	Retrofit
Maas	Stuart	Retrofit
Rojas	Daniel	Retrofit
Fear*	Robert	Retrofit
Franco	Jesus	Retrofit
Keyawa	Josh	Retrofit
Rubio	Richard	Retrofit
Schaeffer	Rich	Retrofit
Johnson	David	Retrofit
Hernandez	Juan	Retrofit
Wimmer	Eric	Retrofit
Berg	Andrew	Retrofit
Martin	David	Retrofit

Chiller Group

<i>Last Name</i>	<i>First</i>	<i>Classification</i>
Sanchez*	Jorge	Chiller Group
Martinez	Thomas	Chiller Group
Carlos	Ruben	Chiller Group
McCarthy	Gerald	Chiller Group
Velasco*	Louie	Chiller Group
Hemenway	Carleton	Chiller Group
Lakso*	Alexander	Chiller Group
Malik*	Michael	Chiller Group
Pak	Jin Hyuk	Chiller Group
Shade*	Patrick	Chiller Group
Smith	Eddie	Chiller Group
Vazquez*	Alex	Chiller Group
Semana	Celestino	Chiller Group
Martinez	Jose	Chiller Group
Truran	James	Chiller Group

APPENDIX D - PRICING PAGE

Proposal Costs - The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

Refer to Attachment B to provide line item pricing. Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$10,000 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

"PIGGYBACK" CLAUSE. Offeror shall indicate below if he will extend the same prices, terms, and conditions of the proposal to other public agencies: Yes ___ No X. Offeror's response to this question will not be considered in award of contract. When the offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts.

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful offeror.

No pricing adjustment will be allowed in the first year of the contract.

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2356 – HVAC System Repair and Maintenance Services**, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. **If there are any exceptions they must be stated in an attachment included with the offer.**

- A. The offeror hereby certifies that the individual signing the submittal is an authorized agent for the offeror and has the authority to legally bind the offeror to the Contract. Signature below verifies that the offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, business or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

ALCO Engineered Systems
 Name of Business
6446 E WASHINGTON BLVD
 Address
Commerce CA 90040
 City State Zip
[Signature] 4-24-19
 Signature of Person Authorized to Sign Date
JACOB COBLE Regional Manager
 Printed Name Title

APPENDIX F

PARTY AND PARTICIPANT DISCLOSURE FORMS

ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE

The attached Party Disclosure Form must be completed and submitted by the offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 15 of this solicitation.

The Participant Disclosure Form must be completed by lobbyists or agents representing the offeror 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(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(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.

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: ALCO Engineered SystemsParty's Address: 6446 E. WASHINGTON BLVD
COMMERCE, CA 90040Party's Telephone: 949-331-8337Solicitation Title and Number: RFP- RO2356

Based on the party disclosure information provided, are you or your business 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: 4-24-19

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): N/A

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 offeror 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:
 - (2) Communicates directly, either in person or in writing, with a 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;
 - (3) 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
 - (4) 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 Business 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

Joseph Muller, Chair

City of Dana Point

David Harrington, Director

City of Aliso Viejo

Robert Johnson, Director

City of Cypress

Michele Steggell, Director

City of La Palma

Sandy Rains, Director

City of Laguna Niguel

Neeki Moatazedi*, Director

City of Lake Forest

Steve Swartz, Director

City of San Clemente

Juan Villegas, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Vince Rossini, Director

City of Villa Park

Eugene Hernandez, Director

City of Yorba Linda

Vacant, Director

County of Orange

Shelley Hasselbrink, Vice Chair

City of Los Alamitos

Elizabeth Swift, Director

City of Buena Park

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Ed Sachs, Director

City of Mission Viejo

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias, Director

City of San Juan Capistrano

Vacant*, Director

City of Seal Beach

Leticia Clark, Director

City of Tustin

Tri Ta, Director

City of Westminster

Lisa Bartlett, Director

County of Orange

APPENDIX G

CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor 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. 120696 Class C-20 (See Attached) Expiration Dec - 2019

Department of Industrial Relations (DIR) # _____

Name of Individual Contractor Acco Engineered Systems

Signature of Owner Thomas E. Eymann

Business Address 888 Walnut Pasadena 91101

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 _____

APPENDIX I**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 business 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.

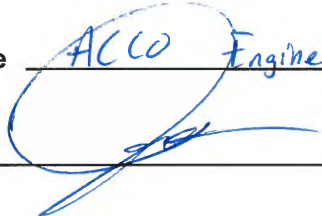
We agree specifically:

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 business 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.

Business Name

ACCO Engineered Systems

Signature



Printed Name/Title of Business Representative

JACOB COBLE

Date

4-24-19

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

APPENDIX J**DEBARMENT AND SUSPENSION CERTIFICATION****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Contractor, 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 contractor 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.

Business Name ALCO Engineered Systems

Signature 

Printed Name/Title of Business Representative JACOB COBLE / Regional Manager

Date 4-24-19

APPENDIX K**PREVAILING WAGE CERTIFICATION****RFP RO2356****HVAC System Repair and Maintenance Services**

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 4-24-19

Legal Name of Contractor ALCO Engineered Systems, Inc.

Signature [Signature]

Print Name JACOB COBLE

Title Regional Manager

APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2356****HVAC System Repair and Maintenance Services**

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 in 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

4-24-18

Legal Name of Contractor

Adco Engineered Systems, Inc.

Signature



Print Name

JACOB LOBER

Title

Regional Manager

(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.)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED ACCO Engineered Systems, Inc. 6265 San Fernando Road Glendale CA 91201 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Arch Indemnity Insurance Company	30830
	INSURER B: Arch Insurance Company	11150
	INSURER C: National Fire & Marine Ins Co	20079
	INSURER D: Berkley Assurance Company	39462
INSURER E: Steadfast Insurance Company	26387	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570073117347**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			71PKG8949201	10/01/2018	10/01/2019	EACH OCCURRENCE \$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$2,000,000
							GENERAL AGGREGATE \$4,000,000
							PRODUCTS - COMP/OP AGG \$4,000,000
B	X AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			71PKG8949201	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			42XSF30305803	10/01/2018	10/01/2019	EACH OCCURRENCE \$5,000,000
							AGGREGATE \$5,000,000
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71WCI8949101 AOS 74WCI8949001 CA	10/01/2018 10/01/2018	10/01/2019 10/01/2019	X PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE-EA EMPLOYEE \$1,000,000
							E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

ACCO Engineered Systems, Inc. 6265 San Fernando Road Glendale CA 91201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : ABF

Certificate No : 570073117347



AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED ACCO Engineered Systems, Inc.
POLICY NUMBER See Certificate Number: 570073117347		
CARRIER See Certificate Number: 570073117347	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All parties where required by a written contract	Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All parties where required by a written contract	Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All parties where required by a written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ACCO ENGINEERED SYSTEMS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6265 SAN FERNANDO ROAD

6 City, state, and ZIP code

GLENDALE, CA 91201

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

9	5	-	1	6	2	5	1	2	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶


Hailey Rogers

Date ▶ **March 20, 2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2356 - HVAC Maintenance and Repair Services

Scheduled Maintenance Services	Annual Maintenance Cost	Quarterly Maintenance Cost	Extended Total
RFOTC	\$9,576.00	\$9,576.00	\$38,304.00
USAR Warehouse	\$1,070.00	\$1,070.00	\$4,280.00
Fire Station 2	\$159.00	\$159.00	\$636.00
Fire Station 4	\$493.00	\$493.00	\$1,972.00
Fire Station 5	\$551.00	\$551.00	\$2,204.00
Fire Station 6	\$841.00	\$841.00	\$3,364.00
Fire Station 7	\$463.00	\$463.00	\$1,852.00
Fire Station 8	\$196.00	\$196.00	\$784.00
Fire Station 9	\$328.00	\$328.00	\$1,312.00
Fire Station 10	\$258.00	\$258.00	\$1,032.00
Fire Station 11	\$142.00	\$142.00	\$568.00
Fire Station 13	\$166.00	\$166.00	\$664.00
Fire Station 14	\$236.00	\$236.00	\$944.00
Fire Station 15	\$345.00	\$345.00	\$1,380.00
Fire Station 16	\$184.00	\$184.00	\$736.00
Fire Station 17	\$459.00	\$459.00	\$1,836.00
Fire Station 18	\$257.00	\$257.00	\$1,028.00
Fire Station 19	\$338.00	\$338.00	\$1,352.00
Fire Station 20	\$458.00	\$458.00	\$1,832.00
Fire Station 21	\$427.00	\$427.00	\$1,708.00
Fire Station 22	\$539.00	\$539.00	\$2,156.00
Fire Station 23	\$280.00	\$280.00	\$1,120.00
Fire Station 24	\$248.00	\$248.00	\$992.00
Fire Station 25	\$152.00	\$152.00	\$608.00
Fire Station 26	\$216.00	\$216.00	\$864.00
Fire Station 27	\$364.00	\$364.00	\$1,456.00
Fire Station 28	\$301.00	\$301.00	\$1,204.00
Fire Station 29	\$609.00	\$609.00	\$2,436.00
Fire Station 30	\$492.00	\$492.00	\$1,968.00
Fire Station 31	\$357.00	\$357.00	\$1,428.00
Fire Station 32	\$138.00	\$138.00	\$552.00
Fire Station 33 - Taken care of by City	\$0.00	\$0.00	\$0.00
Fire Station 34	\$242.00	\$242.00	\$968.00
Fire Station 35	\$228.00	\$228.00	\$912.00
Fire Station 36	\$267.00	\$267.00	\$1,068.00
Fire Station 37	\$662.00	\$662.00	\$2,648.00
Fire Station 38	\$152.00	\$152.00	\$608.00
Fire Station 39	\$422.00	\$422.00	\$1,688.00
Fire Station 40	\$528.00	\$528.00	\$2,112.00
Fire Station 41	\$602.00	\$602.00	\$2,408.00
Fire Station 42	\$272.00	\$272.00	\$1,088.00
Fire Station 43	\$345.00	\$345.00	\$1,380.00
Fire Station 44	\$257.00	\$257.00	\$1,028.00
Fire Station 45	\$289.00	\$289.00	\$1,156.00
Fire Station 46	\$477.00	\$477.00	\$1,908.00
Fire Station 47	\$555.00	\$555.00	\$2,220.00
Fire Station 48	\$838.00	\$838.00	\$3,352.00
Fire Station 49	\$272.00	\$272.00	\$1,088.00
Fire Station 50	\$242.00	\$242.00	\$968.00
Fire Station 51	\$448.00	\$448.00	\$1,792.00
Fire Station 52 - No Equipment	\$0.00	\$0.00	\$0.00
Fire Station 53	\$232.00	\$232.00	\$928.00
Fire Station 54	\$475.00	\$475.00	\$1,900.00
Fire Station 55	\$383.00	\$383.00	\$1,532.00
Fire Station 56	\$885.00	\$885.00	\$3,540.00

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2356 - HVAC Maintenance and Repair Services

Fire Station 57	\$318.00	\$318.00	\$1,272.00
Fire Station 58	\$714.00	\$714.00	\$2,856.00
Fire Station 59	\$452.00	\$452.00	\$1,808.00
Fire Station 60	\$389.00	\$389.00	\$1,556.00
Fire Station 61	\$634.00	\$634.00	\$2,536.00
Fire Station 62	\$402.00	\$402.00	\$1,608.00
Fire Station 63	\$431.00	\$431.00	\$1,724.00
Fire Station 64	\$690.00	\$690.00	\$2,760.00
Fire Station 65	\$543.00	\$543.00	\$2,172.00
Fire Station 66	\$397.00	\$397.00	\$1,588.00
Fire Station 70	\$270.00	\$270.00	\$1,080.00
Fire Station 71	\$299.00	\$299.00	\$1,196.00
Fire Station 72	\$152.00	\$152.00	\$608.00
Fire Station 73	\$181.00	\$181.00	\$724.00
Fire Station 74	\$708.00	\$708.00	\$2,832.00
Fire Station 75	\$664.00	\$664.00	\$2,656.00
Fire Station 76	\$317.00	\$317.00	\$1,268.00
Fire Station 77	\$187.00	\$187.00	\$748.00
Fire Station 78	\$194.00	\$194.00	\$776.00
Fire Station 79	\$506.00	\$506.00	\$2,024.00
Total Annual Amount for Scheduled Maintenance Services			\$152,656.00

Please provide the cost breakdown of materials and labor at standard prevailing wage rates for the scheduled services as specified.

Total Cost
(Must Match Total Above)

**Please note all below are approximate
Materials Cost: Approx - \$45,797.00

Total Labor Cost: Approx - \$106,859.00

Classification 1: Apprentice

Rate \$105 /per hour x Number of Hours - 380

Classification 2: Journeyman

Rate \$128 /per hour x Number of Hours - 440

\$152,656.00

Classification 3: Foreman

Rate \$132 /per hour x Number of Hours - 80

Other Fees: N/A

Profit/Overhead: Approx - 15%

Additional Maintenance/Repair Services (Please provide total cost with materials and labor at standard prevailing wage rates as specified. Units are typically Trane or Carrier models)	Quantity of Repairs	Cost Per Repair	Extended Total
WATER LEAK - MAIN TRUNK CLOGGED MULTIPLE ROOF TOP UNITS	50	\$285-569	\$14,250.00
REPLACE T2800 STAT WITH INSPECTION AND PROGRAMMING	12	\$736-980	\$8,832.00
DIAGNOSE AND REPLACE FAILED SAFETY- NO FUNCTION OF HVAC SAFETY FAILED, REPLACE & RETURN TO OPERATION, TEST.	100	\$500-850	\$50,000.00
DIAGNOSE AND REPLACE MOTOR (OEM) 5 TON UNIT	25	\$980-2500	\$24,500.00

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2356 - HVAC Maintenance and Repair Services

LEAK CHECK AND REPAIR W/ RECOVERY, BRAZE, PRESSURE TEST, VAC AND FRESH CHARGE (R-22)	40	\$850-3500	\$34,000.00
DIAGNOSE AND REPLACE OEM COMPRESSOR, REV VALVE, DRIER, CONTACTOR, NEW REFRIGERANT (R-22)	10	\$850-7500	\$8,500.00
Total Amount for Repair Services			\$140,082.00
Total Amounts from Maintenance and Repair Services			\$292,738.00
Please provide the information below. This information will not affect the determination for contract award but will be part of the contract to the awarded vendor.			
Additional Rates and Fees Information		Rate	
Labor per hour - Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.			
Classification: Apprentice		\$105/hr	
Classification: Journeyman		\$128/hr	
Classification: Foreman		\$132/hr	
Labor per hour - Overtime Rate:			
Classification: Apprentice		\$141/hr	
Classification: Journeyman		\$172/hr	
Classification: Foreman		\$178/hr	
Minimum Call Out charge (if applicable)		\$	N/A
Trip Charge (if applicable)		\$	N/A
Discount Percentage off List Price		%	N/A



REQUEST FOR BEST AND FINAL OFFER

RFP RO2356 – HVAC MAINTENANCE AND REPAIR SERVICES

DATE BEST AND FINAL OFFER REQUESTED: June 12, 2019

DUE DATE FOR BEST AND FINAL OFFER: JUNE 5, 2019 AT 5:00 P.M.

ACCO Engineered Systems submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA).

As part of the evaluation/negotiation process, the OCFA is exercising the right to request a best and final offer from the top-ranking firm(s) for further evaluation and consideration. The purpose of the Best and Final Offer is to allow both OCFA and the respondent to make any modifications to the terms of the contract before making the final decision in the award.

OCFA would like additional consideration on the following items:

- ***During your team's interview, you described that additional discounts for materials would be provided using available cooperative contracts. Please provide additional information regarding any available cooperative agreements that would be applied if awarded a contract.***

OCFA intends to use the standard Maintenance Services Agreement (MSA) that was provided in the RFP once the contract is awarded. No exceptions were identified in your submitted proposal.

Please complete the attached best and final pricing page and provide a response to the questions. Best and Final Offers must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. Please submit your response to this request via e-mail to: rothchildong@ocfa.org.

Thank you for your interest in doing business with Orange County Fire Authority.

Sincerely,

A handwritten signature in black ink, appearing to read "Rothchild Ong", is written over a horizontal line.

Rothchild Ong
Assistant Purchasing Agent

BEST AND FINAL PRICING PAGE

Please complete the requested information below with BAFO Pricing Sheet and submit via e-mail to: rothchildong@ocfa.org.

Scheduled and As-Needed Maintenance and Repair		
DESCRIPTION OF SERVICES	Original Offer	BAFO
Annual amount for Scheduled Maintenance Services	\$152,656.00	\$152,656.00
Total Amount for Repair Services	\$140,082.00	\$140,082.00
Total Cost:	\$292,738.00	\$292,738.00

1. OCFA will be adding the City of Garden Grove as a member city. Please verify that your company is able to provide services in this city and an additional eight (8) Fire Stations in accordance with RFP RO2356.

Yes, ACCO Engineered Systems is able to accommodate the eight (8) additional fire stations as well as any other additions that come up.

2. Please provide clarification regarding any cooperative agreements and additional pricing discounts that would be available as proposed. Please attach any applicable documents for review.

ACCO has several options in place for cooperative agreements including the following: CMAS, Sourcewell (NJPA), GSA and LAUSD

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby amends the original proposal as indicated in this Best and Final Offer and shall provide online payment processing services with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. The representations herein are made under penalty of perjury.

ACCO Engineered Systems

Name of Company

6446 E. Washington Blvd. Commerce Ca 90040

Address


Signature of Person Authorized to Sign

Jacob Coble

Printed Name

6.19.2019

Date

Regional Manager

Title

SCOPE OF WORK

SECTION II: SCOPE OF WORK

The OCFA is seeking contractors for maintenance and repair of Heating, Ventilation, and Air Conditioning (HVAC) Systems located throughout Orange County, CA. Our systems include hoses, piping, mechanical, electrical, monitoring equipment and other HVAC system appurtenances.

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of HVAC systems at headquarters, fire stations, and other properties. The purpose of this Request for Proposals is to establish a contract for repair and maintenance services on an as needed basis. The successful contractor will provide services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair OCFA HVAC systems. The list, addresses, and available HVAC system information are provided as Attachment A. Continual and reliable operation is essential for the 24-hour operation of our facilities. It is essential that prompt, thorough service is provided at these locations.

The intent of these specifications is to describe the repair and maintenance requirements in general terms. The detailed specifications required will be based on the particular requirements at the time that a given job and be judged based on those requirements. OCFA will consider value-engineering suggestions from Contractor and may accept alternates recommended if they provide equal or better functionality, durability, and cost effectiveness; however, OCFA, in its sole discretion, may require specific manufacturers and model numbers for any given job.

Overview

- A. The successful firm will deliver a proposal that outlines a schedule of preventative maintenance of the HVAC for service performed bi-monthly, quarterly and annually for air conditioning, heating, boilers, pumps, chillers, filters, and programming of Johnson control systems 2.0 and 5.0 for both RFOTC, Fire Stations, and other properties which vary in range from 1,500 – 20,000 square feet. This will also include inspection of machinery, troubleshooting, energy procedures, and 24 hour on-call emergency repairs of all systems when required. Please see equipment lists as provided in Attachment A for RFOTC and Fire Stations. OCFA lists are all-inclusive at the time of this solicitation. However, equipment lists are subject to revisions after contract has been awarded.
- B. Continued operation of the HVAC systems is essential for the 24-hour occupancy of OCFA facilities. It is essential that prompt, thorough services are provided at these locations.
- C. Maintenance and Repairs to HVAC systems will be provided by contractor to OCFA.
- D. The contract and pricing will include: labor, equipment, transportation, materials, supplies, training, taxes, permits, fees and reports to meet the specifications contained herein.
- E. A list of systems covered under the contract is included in Attachment A.

Service Requirements

- A. All maintenance and repairs performed on HVAC systems; associated equipment and accessories, monitoring systems, and other related items must be performed in compliance to local, state and/or federal regulations. Contractor must conduct operations in accordance to policies, rules and regulations of the regional, state and/ or federal enforcement agencies. Work performed must be accompanied with the appropriate required licenses.

- B. Technicians must be familiar with and certified by the equipment manufacturer(s) in installation, troubleshooting and repairs.
- C. OCFA requires 48-hour notification prior to maintenance, testing, and repairs.
- D. Service orders must be signed by an authorized OCFA employee before contractor leaves the work site to explain the completion or suspension of work. If no OCFA point of contact is present, please call Steve Klein at (714)573-6475.
- E. Contractor must provide all necessary materials for proper handling, storage or disposal of materials and wastes collected. Hazardous Waste storage at OCFA facilities is not allowed unless explicitly authorized by OCFA Property Management or designee. Contractor must provide appropriate spill kit, absorbent materials, containers or other emergency spill cleanup methods. *Note: OCFA locations are equipped with a spill kit for use in an emergency situation only. Contractor is responsible for any and all costs associated with the mitigation of any spill, materials used, and any resulting damage or loss.*

Quarterly and Annual Scheduled Maintenance – RFOTC by Equipment Category

*Johnson control systems MetaSys 2.0

- A. Heat Rejection Systems - Reciprocating- Air-Cooled
 - a. Quarterly Preventative Maintenance
 - i. Check oil level. Oil samples shall be taken and evaluated on all compressors during the Spring service check refrigerant charge.
 - ii. Check for normal/proper operation.
 - iii. Check operation of high and low-pressure controls and safety controls Check for visible signs of refrigerant leaks.
 - iv. Check and lube condenser fans and motors.
 - v. Check condenser surface for cleanliness. Chemical clean and high pressure wash at least once per year.
 - b. Annual Maintenance
 - i. All quarterly preventive maintenance
 - ii. Chemically clean and pressure wash all coils
- B. Air Handlers – Central Station Units Only
 - a. Quarterly Preventative Maintenance
 - i. Lubricate all accessible bearings as required and inspect fan wheel.
 - ii. Inspect fan unit mountings.
 - iii. Inspect fan unit flex connectors.
 - iv. Inspect and adjust drive belts.
 - v. Inspect fan drive sheaves for wear.
 - vi. Inspect and clean drain pans, insure accessibility.
 - vii. Clean, check, and inspect supply fans and variable frequency drives (VFD)

b. Annual Maintenance

- i. All quarterly maintenance checks and service.
- ii. Chemically clean and wash coils

C. Boilers- Hot Water

a. Quarterly Preventative Maintenance

- i. Blow down boiler.
- ii. Flush the auto-feeder.
- iii. Check the feeder strainer and clean as necessary.
- iv. Check and clean the gauge glass.
- v. Check the low water device and clean as required.
- vi. Inspect the pilot operation and safety controls.
- vii. Inspect the main burner condition and operation using electronic Moxier equipment.
- viii. Check boiler clock.
- ix. Check all linkage and lube as required.
- x. Check the safety relief valve and lube as necessary.

b. Annual Maintenance

- i. All quarterly preventive maintenance checks and service.
- ii. Complete annual service and cleaning.
- iii. Provide a written report stipulating the absence of CO.

D. Chillers/Compressors – Reciprocating Water Cooled

a. Quarterly Preventative Maintenance

- i. Check oil level.
- ii. Change oil filters at Spring service.
- iii. Check refrigerant charge.
- iv. Check for normal, proper operation.
- v. Check operation of high and low pressure controls and safety controls.
- vi. Check for visible signs of refrigerant leaks.
- vii. Log pressures, temperature and amperage.

b. Annual Maintenance

- i. All quarterly preventive maintenance check and services.
- ii. Complete an annual maintenance service as specified in manufacturer's specifications.

E. Water Pumps

a. Quarterly Preventative Maintenance

- i. Lubricate bearings as required.
- ii. Check reservoir oil level and add oil as required.
- iii. Check for water leaks.
- iv. Inspect pump couplings for wear and alignment.

- v. Check mounting heater for proper operation.
- vi. Check pump operating pressures as required
- vii. Check for abnormal vibration or noise.
- viii. Check for motor starter and electrical connection adjust/tighten as required

F. Water Treatment

- a. Quarterly Preventative Maintenance
 - i. Check closed-loop for proper nitrite levels

G. Package Units

- a. Quarterly Preventative Maintenance
 - i. Check cooling operation (gas and electric)
 - ii. Check heating operation.
 - iii. Check condenser surface at least once per year, chemically clean with high pressure washer.
 - iv. Check evaporator surface.
 - v. Check supply fan or blower.
 - vi. Inspect and adjust drive belts, as needed.
 - vii. Check condenser fans.
 - viii. Lubricate all accessible bearings.
 - ix. Check refrigerant charge.
 - x. Check for proper voltage and electrical connections.
 - xi. Check crankcase heater for operation.
 - xii. Check controls, contactors and safeties.
 - xiii. Insure all panels are securely installed.
 - xiv. Check return and supply air temperature.
 - xv. Check filters, clean or replace per contract.
 - xvi. Visually check system for leaks and piping integrity.
 - xvii. Check economizer operation if applicable.
 - xviii. Check pilot or igniter for proper operation.
 - xix. Visually check heat exchanger and clean if necessary.
 - xx. Check flue and flue cap.
 - xxi. Check all safety controls.
 - xxii. Check venter motor.
 - xxiii. Check all duct connections.
 - xxiv. Inspect and clean drain pans.
 - xxv. Inspect the main burner condition and operation using electronic Moxier equipment
- b. Annual Maintenance
 - i. All quarterly preventive maintenance checks and services
 - ii. Chemically clean and power wash coils and condensers.

H. Exhaust Fans

- a. Quarterly Preventative Maintenance

- i. Lube bearings.
- ii. Inspect fan wheel(s).
- iii. If accessible, inspect fan unit mountings.
- iv. Inspect fan unit flex connectors.
- v. Inspect drive belts and adjust as required.
- vi. Inspect fan pulleys for wear.
- vii. Inspect and clean drain pan

b. Annual Maintenance

- i. Replace all drive belts

I. Filters

a. Quarterly Preventative Maintenance

- i. Filters shall be changed quarterly using standard Merv – 8; 2" or 4" 30/30 pleated filters as specified unless otherwise specified by Property Management.

J. Belts

a. Quarterly Preventative Maintenance

- i. Belts condition will be inspected during each quarterly service and replaced during one of the services.

K. Coils

a. Quarterly Preventative Maintenance

- i. Clean as required

b. Annual Maintenance

- i. Chemically clean and power wash

Quarterly and Annual Scheduled Maintenance – Fire Stations

A. Quarterly Preventative Maintenance

- a. Insure proper lock-out procedures of all electrical power and hazardous energy prior to performing any work.
- b. Check the condition of all diffusers, grates and dampers.
- c. Check, clean or replace all filters as required (Merv 8, 30-30 pleated filters).
- d. Check all mounting bolts, hanger rods, and mounting brackets for proper condition and security.
- e. Inspect all piping for leak integrity.
- f. Check and adjust (if necessary) all belts for alignment, tension and condition.
- g. Check sheaves, shafts, and all couplings for tightness and wear.
- h. Check all bearings, and seals for signs of wear and failure.
- i. Check all motors and bearings for heat, noise and vibration.
- j. Clean all fan assemblies.

- k. Check fan assemblies, blade condition, pitch, bearing, shafts, and mounts. Check for vibration.
- l. Lubricate all bearing and lubrication points as necessary.
- m. Check all condensation drain lines and pumps for condition, leaks, and obstructions.
- n. Check for proper refrigerant charge.
- o. Check for proper lubricant levels in all compressors.
- p. Check all coils and condensers. At least one service shall include cleaning.
- q. Add pan tablets at least once per year to prevent growth in pans/units.
- r. Check and verify proper operation of all gas valves and pilots.
- s. Check fire boxes, burners and heat exchanges for proper operation.

B. Annual Maintenance

- a. Replace all drive belts.
- b. Chemically clean and pressure wash all coils and condensers.
- c. Add pan tablets to condensate pans to prevent any growth in the unit.

C. Additional Fire Station System Notes:

- a. The following stations have exceptional energy management system and/or a unique scheduled maintenance requirement:
 - i. Fire Station 17 – Johnson Control System, Metasys 5.0.
 - ii. Fire Station 46 – Johnson Control System, Metasys 5.0.
 - iii. Fire Station 58 – Carrier VVT control system.
 - iv. Fire Station 71 – Carrier VVT control system.
 - v. Fire Station 61 – Quarterly maintenance must include coil cleaning/washing due to location and exposure to debris.
 - vi. Fire Stations 7, 29, 34, 61, 20 – Pelican Control Systems

Maintenance Requests:

- A. Contractor must be equipped and licensed to perform system maintenance on HVAC equipment as required per Contractor qualifications section listed below.
- B. All work requiring permits or agency notifications prior to service must be handled by the contractor prior to the start of the job.
- C. The service order must be signed by an authorized OCFA employee before contractor leaves the work site in order to explain the completion or suspension of work. If no OCFA point of contact is present, please call Steve Klein at (714) 573-6475 or Property Management at (714) 573-6470.
- D. All work must be authorized by Steve Klein, Facilities Manager or a site point of contact before services begin.
- E. If at any time, repairs are estimated to exceed \$2,500, a detailed quote on company letterhead is required prior to authorization of work.

Performance Hours

All work must be performed Monday through Thursday between the hours 7:00 a.m. and 5:00 p.m. unless otherwise specified by OCFA staff. The OCFA is closed for business on alternate Fridays of every month. In addition, routine maintenance, testing and inspection work must not be scheduled on OCFA recognized holidays as follows: New Year's Day, Martin Luther King Jr., Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Program Schedule

- A. Contractor must prepare and submit a schedule for review and approval within fourteen (14) calendar days after award of contract.
- B. Contractor must strictly comply with the schedule once it has been reviewed and approved. If it is necessary to deviate from the schedule, the contractor must notify the OCFA Facilities Manager, or a designee, a minimum of two (2) working days prior to the deviation.
- C. Contractor must prepare and submit a revised schedule within five (5) working days after request.
- D. It is preferred that all immediate work, except additions, is performed within sixty (60) calendar days after award of the contract. The contractor must become familiar with the past maintenance schedule and will propose a schedule which will be subject to the review and approval of the OCFA. Any such proposal which concentrates maintenance in the later period of the Contract will be rejected.
- E. Individual services will be scheduled for any new equipment as they are added.
- F. The Contractor must exercise all efforts to limit interference with the normal activities of an OCFA facility during the course of work. Contractor equipment and vehicles must not restrict the normal flow in and out of any OCFA Facility.

Additional Requirements:

- All work is subject to the inspection and approval of OCFA Property Management or a designated representative at each facility, prior to acceptance and approval for payment.
- The OCFA reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.
- Contractor must be responsive to the requests of OCFA Facilities Manager – Steve Klein. All other requests or inquiries shall be directed to Property Management, the Contract Coordinator or the Contract Manager noted below.

- Contractor must be readily identifiable with either company logo(s) on vehicles, badging, uniform or a combination of.
- Exception: the specific request involves public/employee health or safety or the security of the specific facility.
- Contract Coordinator: OCFA/Property Management (714) 573-6470
- Contract Officer: Steve Klein – Facilities Manager; 714-573-6475; steveklein@ocfa.org

MINIMUM QUALIFICATIONS

- 1) Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing HVAC system repair and maintenance services. Offerors must meet the following minimum requirements to be considered responsive.
 - a. **Include copies of ALL licenses/certifications along with your bid submittal. Certifications, at a minimum will include, as applicable:**
 - i. Johnson Control systems 2.0 and 5.0
 - ii. Metasys V 2.0, 5.0, N-2 legacy, DX9100 controller, UNT controller VMA, Web based NAE and ADS Server, BAC net, and FEC
- 2) Contractor must possess a valid California **C-4 Boiler, Hot-Water Heating System Fitting, C-20 Heating/Air Conditioning, and C-38 Refrigeration**, or other appropriate Contractor's licenses at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
- 3) Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

Offerors must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the submitted proposal to be eliminated from further consideration in the evaluation process.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 25, 2019

Agenda Item No. 3D
Consent Calendar

Professional Engineering/Construction Monitoring Services for Regional Fire Operations and Training Center (RFOTC) Training Grounds Upgrades and Construction Management Services on an As-needed Basis for Other Capital Improvement Projects

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Patrick Bauer, Property Manager

patrickbauer@ocfa.org

714.573.6471

Summary

This agenda item is submitted for approval to award a professional services agreement with RSSE Structural Engineers, Inc. (RSSE) for surveying, mapping, structural design, preparation of bid specifications, construction drawings, and construction management services for RFOTC Training Grounds upgrades and construction management services on an as-needed basis for other Capital Improvement Projects. Upon plan check review and approval by the City of Irvine, the Training Grounds Upgrades project will be put out for formal bid following OCFA public works protocol.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to issue a professional services agreement in an amount of \$160,000 with RSSE Structural Engineers, Inc. (RSSE) and add a 10% contingency (\$16,000) to the contract for additional services that may be required during the bid development and construction process for the RFOTC Training Grounds Project for a not to exceed amount of \$176,000.
2. Approve and authorize the Purchasing Manager to issue a contract to RSSE for an amount not to exceed \$100,000 annually for a one-year period with the option of four additional renewals for construction management services on an as-needed basis for other Capital Improvement Projects (\$500,000 total for the five-year term).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the RFOTC Training Grounds project has been approved in the Adopted FY 2019/20 Capital Improvement Program Budget, specifically in Fund 123 (Fire Stations & Facilities) for a total project budget of \$2,525,000.

Background

The current training tower and grounds are in need of renovation. The grounds include the props that simulate the kitchen, bedroom, and various living areas that firefighters would encounter when battling a house fire. Due to the age of the technology, and limited number of vendors available to perform the repairs, maintenance of several weeks would delay and impact the training to current and future firefighters.

Request for Qualifications

On March 7, 2019, RFP RO2362 was issued and sent to 585 registered vendors on Planet Bids to establish multiple annual contracts for capital improvement and construction related professional services on an as-needed basis. A non-mandatory meeting was held on March 19, 2019, and representatives from 32 companies attended. Final qualifications were due April 4, 2019, and 36 proposals were received with RSSE submitting a responsive proposal.

Robert Scheibel, a current OCFA reserve firefighter and the President of RSSE, is the Engineer of Record for the RFOTC and training tower. RSSE is the preferred vendor to provide needed professional services and to monitor and ensure that construction services are in accordance with the project plans and specifications. RSSE was the same company that was involved in the original build of the RFOTC training facility and has historical knowledge and the expertise that will help expedite the process.

Recommendation

Staff is recommending approval to authorize the Purchasing Manager to issue a professional services agreement to RSSE Structural Engineers, Inc. for professional engineering and construction management services for the RFOTC Training Grounds Upgrade project for an amount not to exceed \$176,000, and \$100,000 annually for additional construction management services on an as-needed basis for other Capital Improvement Projects (\$500,000 total for the five-year term).

Attachment(s)

Proposed Agreement (On File in the Office of the Clerk)

**ORANGE COUNTY FIRE AUTHORITY
CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR CONSTRUCTION RELATED PROFESSIONAL SERVICES ("Agreement") is made and entered into this _____ day of July, 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and RSSE Structural Engineers Inc, a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA requires the services of a firm to provide engineering and construction support services at Orange County Fire Authority Regional Fire Operations and Training Center located at 1 Fire Authority Rd., Irvine, CA 92602, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated June 26, 2019, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

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

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

1.2 Contract Documents.

This Agreement shall consist of the following: (1) this Agreement, inclusive of Exhibit "A"; (2) OCFA Request for Qualifications Number RO2362 (the "RFQual"), and (3) Contractor's Proposals. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) this Agreement, inclusive of Exhibit "A" (2nd) the RFQual, and (3rd) Contractor's Proposals.

1.3 Compliance with Law.

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

1.4 Licenses and Permits.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Additional Services.

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

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$160,000.00 (One Hundred Sixty Thousand Dollars) for services as described in Firm's Fire Training Props for Training Tower proposal, and up to an additional amount not to exceed \$100,000 (One Hundred Thousand Dollars) for as-needed services through July 31, 2020.

3.2 Method of Payment.

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

3.3 Changes.

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

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by

the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

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

3.4 Appropriations.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

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

4.3 Force Majeure.

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

4.4 Term.

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term") ending on July 31, 2020.

Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms.

5. COORDINATION OF WORK

5.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the Work specified herein and make all decisions in connection therewith: Robert Scheibel, S.E.

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

5.2 Contract Officer.

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

5.3 Prohibition Against Subcontracting or Assignment.

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

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

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

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

5.4 Independent Contractor.

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

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

5.4.3 No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under

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

5.5 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and

effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

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

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

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

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

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

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

6.2.3 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in the amount of at one million dollars (\$1,000,000.00) each accident, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

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

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

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

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

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

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

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

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

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

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

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

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

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

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

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

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

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

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

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

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

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

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

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

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

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

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

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

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

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

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

6.12 Indemnification.

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

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

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

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

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents.

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

OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents.

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Firm.

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

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

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

10.2 Notice.

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

To OCFA:

Orange County Fire Authority
Attention: Chris DeCoursey
1 Fire Authority Road
Irvine, CA 92602

To Firm:

RSSE Structural Engineers, Inc.
Attention: Robert Scheibel
22391 Gilberto, Suite E
Rancho Santa Margarita, CA 92688

10.2 Integrated Agreement.

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

10.3 Amendment.

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

10.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Debbie Casper, Purchasing Manager

APPROVED AS TO FORM.

By: 
DAVID E. KENDIG
GENERAL COUNSEL

ATTEST:

Sherry A.F. Wentz
Clerk of the Authority

Date: _____

"FIRM"

RSSE STRUCTURAL ENGINEERS INC.

Date: July 17, 2019

By: 

Robert Scheibel, S.E, President

By: 

Robert Scheibel, S.E, Secretary

EXHIBIT "A"

SCOPE OF WORK

Successful firms are expected to provide as-needed professional and/or technical services for the OCFA as described in each Specialty Area. Successful firms will have demonstrated experience in the applicable Specialty Area with public sector first-responder facilities, ideally fire departments or district emergency operations facilities, fire administrative and support facilities, including critical facilities designs as described in FEMA 543 Chapter 1.

Offerors may submit qualifications for either of both Specialty Areas for which they deem themselves qualified. Separate qualifications must be submitted for each Specialty Area. Pricing information must be submitted as a separate document. A firm may be selected for one or more Specialty Area, depending on evaluation results.

The awarded firms responding to this RFQual for professional and/or technical services will only be involved in a consulting or technical capacity for future OCFA construction projects, and therefore will NOT be allowed to participate in the bidding process for such projects or participate in a building contractor capacity.

SCOPE OF WORK BY SPECIALTY AREA

A) Architectural and Engineering Design Services

Offerors interested in this specialty area must have a demonstrated ability to: design and prepare conceptual and master plans; prepare schematic design and construction-level design documents; prepare cost estimates; prepare specifications and other bid documents; prepare reports and give presentations to various OCFA staff and elected officials.

The selected firm(s) for this Specialty Area will be expected to deliver design assignments in a manner that ensures a complete design approved by the OCFA on or ahead of approved schedules. Firm(s) must be proactive and knowledgeable of the designs, state, local, and federal requirements, and other regulations required for project acceptance by the OCFA or applicable city/agency. They must be an advisor and advocate and produce a product with the best interest intended for the OCFA within the required schedule and project budget.

Responsibilities of the selected firm include (but are not limited to):

- 1) Provide designs, specifications, and drawings to meet the requirements and provisions standards of the OCFA along with the California Public Contract Code, current editions of the California Building Code, the Essential Facilities requirements of Title 24 of the California State Code, the California Fire Code as amended by the Orange County Fire Authority, and other governing agency requirements that may be required based on project needs.
- 2) Prepare/provide all construction documents including but not limited to; ground and/or aerial surveys, right-of way engineering research/calculations, legal descriptions and mapping, geotechnical and material investigations and reports, processing design approval with other regulatory agencies, storm water design, potable water and sewer design, grading design, research and mapping of existing utilities and coordinate utility relocations with affected utilities, preparation of appropriate environmental documents obtaining project approvals, storm water pollution prevention plans and reports, provision of any additional technical specifications, engineer's cost estimates and quantity take-offs.

Additional work requested may also include includes architectural and facilities engineering design services for fire emergency operations, administrative, and support facilities including all related technical services including but not limited to the following:

- Architectural and facilities engineering designs for upgrade, renovation, and/or expansion of new and existing new public buildings inclusive of Americans with Disabilities Act (ADA) upgrades and other work as needed;
- Engineering designs for heating, ventilation, refrigeration, fire suppression, and environmental management systems;
- Engineering designs for electrical, plumbing, and miscellaneous mechanical systems including alternative energy systems;
- Assessments and engineering design for physical security, physical and technology controls for surveillance, alerting, and predictive response for immediate remediation;
- Engineering designs for audio-visual installations, including new designs or retrofit/upgrade;
- Assessment and engineering design for information technology data center structure, soundness, security, retrofit or remodel;
- Structural and engineering design for seismic retrofitting/upgrades;
- Geotechnical and soils engineering assessments and designs

All work shall be done in conformance with applicable local agency/city, State and Federal laws, latest versions of OCFA manuals and policies, APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Traffic Control Devices and California Building Codes. All contract documents shall be prepared under the responsible direction and supervision of appropriate state licensed/registered professionals and provided in applicable file formats, hard copy, or other format as requested. Offeror shall ensure that where applicable, any firms used by Offeror in performing services such as surveyors and material testing shall abide by the California Labor Code § 1770-1781, et seq. regarding prevailing wage rates.

B) Project Management, Construction Management and Inspection Services

Offerors interested in this specialty area must have a demonstrated ability to: Provide project management, construction management, and inspection services for fire emergency operations facilities, administrative, and support facilities and ancillary structures, and all related services including but not limited to the following:

Bidding/Pre-Construction

- Preparing Request for Proposal and bidding documents for design consultant selection;
- Developing criteria for design consultant evaluation and make recommendations for selection;
- Preparing master project budgets and schedules;
- Monitor and review of design consultants' progress, budget and schedule;
- Reviewing plans and technical specifications for completeness and constructability, perform pre-construction surveys;
- Review of the Engineer's Estimate(s) for accuracy and provide value engineering reviews;
- Monitor and facilitate design consultants' plan checking with all applicable cities/agencies and the OCFA;
- Prepare a master list for all plan check comments, responses, and status;
- Assist in bidding of projects, prequalification of bidders, preparation of responses to bidders during bidding period, bid analysis, and perform low bidder reference, licensing, and insurance verifications;
- Assist Purchasing division with preparation of successful bidder contracts;

Project/Construction Management

Awarded firms will be expected to assign project teams and perform work on the specified project(s) for the entire duration of the project(s). No staff substitution is allowed without prior written authorization from the OCFA. The awarded project and construction management firm is expected to produce complete and accurate work in a timely manner that will not impact the project's schedule. Additionally, the awarded firm is expected to monitor his/her approved budget and notify the OCFA of additional work outside the contracted scope of work prior to performing such additional work.

Inspections Services

Awarded inspections services firms will be expected to provide inspection staff competent and knowledgeable in construction materials and methods, storm water compliance, traffic control, codes and standards. Typical duties shall include but not be limited to inspection of fire stations, administrative and support facilities, and ancillary buildings, structure construction, earthwork grading, lighting, and landscape and irrigation projects constructed by the OCFA.

The awarded firms shall ensure all work conforms to the project construction documents, OCFA codes and ordinances including the Grading Code for the applicable city or county, APWA "Greenbook" Standard Specifications for Public Works Construction, applicable city standards and design manuals, and State and Federal Building Codes related to site accessibility.

All inspections shall be carried out using OCFA established policies and procedures. OCFA inspection staff may be located at OCFA offices on a part or full-time basis.

Responsibilities of the selected firm include (but are not limited to):

- Conducting all aspects of construction management, including review of contractor's compliance with permit requirements, contractor's schedule, as-built plans and schedules, coordinate and/or provide construction inspection;
- Coordination of all project related services including but not limited to surveying, materials testing, and specialized inspection service, and administer related contracts;
- Review and recommend processing of contractor's monthly payment requests;
- Negotiate and make recommendations for change orders;
- Review and facilitate submittals and shop drawings;
- Provide and maintain logs for change orders, submittals, Request for Quotations, Correction Notices, Stop Work Notices, and related construction documents;
- Coordinate contractor's activities with applicable agencies and utility companies;
- Monitor contractor's labor and safety compliance, and review contractor's certified payroll for accuracy;
- Prepare weekly construction progress report to the OCFA, and provide video and photographic documentation of project site prior to and during construction;
- Prepare project punch-list and all documentation needed for project closeout and provide notification to OCFA if contractor deficiencies are found.

OWNERSHIP AND INTELLECTUAL PROPERTY

All drawings, specifications, reports, records, documents and other materials prepared by successful Respondent shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon termination of Agreement, and Firm shall have no claim for further employment of additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

June 26, 2019

Chuck Fedak

Battalion Chief

Orange County Fire Authority

1 Fire Authority Road,
Irvine CA 92602

P 714.573.6751

C 949.237.1669

RE: Fire Training Props for Training Tower

RFI Number: R02370

Proposal for Services

G² Solutions Group and **RSSE** want to thank you for this opportunity to assist OCFA in their effort to revitalize and update their existing training grounds, live fire props and various training structures at your Regional Fire Operations and Training Center located in Irvine CA.

This proposal is based on the meeting and discussions held on Wednesday June 12th as we toured the existing facilities and reviewed some preliminary conceptual ideas. This proposal is for services in the Phase I, Tasks 1-3, described below. Once we have agreed on conceptual plans, schedule and itemized budgets, we will submit revised proposal(s) for Phase 2, Task 4 and Phase 3 Task 5 which includes the development of the construction document solicitation package(s) which consist of; project information, drawings, details and specifications. As part of the fee for services, we have included estimated costs for these phases based on the Budget Assumptions noted on page 4 of this proposal.

If you have any questions or comments regarding this proposal, please feel free to contact me at your earliest convenience to discuss.

Sincerely



Cary "Mark" Graham, AIA LEED® AP
G² Solutions Group, Inc.

Robert Scheibel, S.E.
RSSE Structural Engineers Inc.

PHASE 1

TASK 1: SITE VISIT AND SCOPE VALIDATION

This task serves as the kick-off and project validation. It is to begin with a site visit/meeting to review the overall project plan including, but not limited to the following objectives:

1. Walk and review Training Tower and discuss possible modifications, live fire props and training objectives.
2. Walk and review Strip Mall structure and discuss possible modifications, live fire prop(s) and training objectives.
3. Walk and review existing training grounds site and discuss possible modifications of:
 - a. Vehicle Extrication Area
 - b. Removal of Car Fire and Running Fuel Spill Props
 - c. Removal of propane props infrastructure
 - d. Removal and Reuse of Trench Rescue area
 - e. Placement of new training elements
4. Review overall project timeline for documents, construction and occupancy.

Upon completion of the initial meeting, meeting notes will be prepared to capture discussion, objectives and next steps in the process.

Planned Travel/Meetings:

- One (1): Plan Review & Validation with Owner

TASK 2: PREPARE CONCEPT PLANS AND BUDGET PRICING FOR REVIEW

This task seeks to develop various documents for review which would best describe each element of the overall project. Documents would include but not be limited to the following:

1. Plans: Site Plans, Building Plans and Elevations
2. Pictures of similar training props, elements, equipment, construction etc.
3. Live fire prop literature from various prop vendors
4. Itemized budget costs for elements of project.

G² Solutions/RSSE will compile and prepare all of the documents for review and schedule a meeting with OCFA to discuss and review. The goal of the meeting will be to establish each facet of the project and the timeline for which the work shall be implemented. We understand that budget is important and will include potential bid alternates in the final preparation where applicable.

Planned Travel/Meetings:

- One (1): Document Review with OCFA Training Staff

TASK 3: REVISE PLANS, BUDGETS, AND TIMELINE:

This Task will take all of the discussions, changes, alterations etc. agreed upon in **TASK 2** above and revise the documents accordingly. The objective is to prepare a comprehensive package that can be presented for review by all stakeholders for their acceptance and approval. Revisions will include:

1. Modifications to building and site plans
2. Revised budget pricing for each phase with potential additive alternates
3. Overall project timeline for solicitation, construction, training and occupancy
4. Compilation of literature, pictures and brochures for each element of the training facility

Planned Travel/Meetings:

- One (1): Final Document Review with OCFA Training Staff.

PHASE 2

TASK 4: PREPARATION OF CONSTRUCTION DOCUMENTS

This task seeks to prepare the Construction Documents for submittal to all approval agencies for their review, approval and issuance of any required building permits. This phase utilizes the approved documents from Phase 1 as the basis for continuation.

All the documents will then be compiled and incorporated into solicitation packages for bid issuance.

Services for this task include, but are not limited to the following.

- On-Going Meetings and Reviews with project Design Team and OCFA
- Final Plan review and validation
- Review and Comments of Construction Documents
- Review and implementation of building department plan check comments and corrections
- Compilation of final project specifications

PHASE 3

TASK 5: CONSTRUCTION SUPPORT PHASE

As part of construction administration services to be provided, **G² Solutions & RSSE, Inc.** will provide the necessary support to OCFA and the Contractor during the construction of the project. Support will include correspondence, addressing requests for information and site visits. Services for this task include, but are not limited to the following.

- Review and Response to Submitted RFI's and Drawing Clarifications
- Review and Response to Project Submittals
- On-Going correspondence Support
- Periodic Site Observations and Reports.
- Final Construction Punch List
- Project Close-Out documents

Project Budget Assumptions

The proposed fee for services is based on a maximum project value for all work discussed at \$2,000,000.00. Using this baseline budget, our fee breakdown would be as follows:

Design & Engineering Fees at 8% of Budget Cost		\$2,000,000 x 8% = \$160,000	
Description	Cost	Notes	
• Phase 1 (Fixed)	\$10,000	Fixed Fee as outlined	
• Phase 2 (65%)	\$100,000.00	Includes Arch'l, Struct. Civil & MEP	
• Phase 3 (35%)	\$50,000.00	Includes Site Observations & Meetings	

G² SOLUTIONS GROUP & RSSE STRUCTURAL ENGINEERS

Specializing in the Design and Development of Public Safety Facilities

FEE OUTLINE

G² Solutions Group and RSSE, Inc will perform the aforementioned described services upon approval of this agreement/proposal for services. Fees will be billed monthly using the rates shown herein.

Task No.	Description	Approximate Hours	Amount
	PHASE 1		
1	Site Visit & Scope Validation	8	\$ 1,600
2	Prepare Concept Plans and Budget Pricing for Review	26	\$ 5,200
3	Revise Plans, Budgets and Timeline	16	\$ 3,200
	TOTAL CONTRACT Not-to-Exceed FEE		\$ 10,000.00
	PHASE 2		
4	Preparation of Construction Documents (Estimated)		\$100,000.00
	PHASE 3		
5	Construction Support Phase (Estimated)	TBD	\$50,000.00
	TOTAL CONTRACT FEE		\$160,000.00

**** Not-to-Exceed Fee includes all anticipated expenses for travel, printing and materials**

Reimbursable Travel Expenses:

All anticipated expenses for this Phase I service are included in the Not-to-Exceed hourly contract rates. This would include; travel, meals, printing and materials.

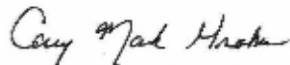
ADDITIONAL SERVICES:

If G² Solutions Group and RSSE, Inc are requested to perform services or incur additional expenses due to a written change order by **Orange County Fire Authority**, or to expand or modify the scope of services specified in this Proposal for Services, **Orange County Fire Authority** agrees to pay **G² Solutions Group/RSSE Inc.** in accordance with the below listed hourly billing rates.

G2 SOLUTIONS/RSSE INC. BILLING RATES

	RATE
Principal	\$200.00
CAD Drafting	\$145.00
Administrative	\$ 85.00

Acceptance of Proposal



06/26/19

Cary "Mark" Graham, AIA LEED® AP
G² Solutions Group, Inc.



06/26/19

Robert Scheibel, S.E
RSSE Structural Engineers Inc.



RSSE
Structural Engineers Inc.
22391 Gilberto
Suite E
Rancho Santa Margarita
CA 92688
949.461.7007

April 2, 2019

Orange County Fire Authority
Attn: Purchasing Section
1 Fire Authority Road, Building C
Irvine, CA 92602

Subject: **On-Call Capital Improvement and
Construction Related Professional Services
RFQ RO2362
Architectural and Engineering Design Services (Structural)**

Dear Sirs:

RSSE Structural Engineers Inc. is a professional structural engineering design services firm. We specialize in essential service projects and have completed many such projects for public sector clients in the State of California over the past 20+ years.

Having worked with many public agencies over the years, we have a well-seasoned understanding of the approach and strategy necessary to achieve a successful project. We have completed most of our public sector projects as part of a multidisciplinary team, and we understand the importance of effectively communicating with all the members of the team including the client throughout the course of design and construction in order to achieve a successful project.

All of our engineering staff are California licensed professional Structural and/or Civil Engineers. RSSE maintains insurance which meets the requirements of OCFA, and we have never been prohibited from providing our services to any government agency.

We look forward to continuing our past relationship with OCFA and are very enthusiastic about this new assignment.

Respectfully,

RSSE Structural Engineers Inc.

A handwritten signature in black ink, appearing to read "Robert Scheibel".

Robert Scheibel, S.E.
Principal



FIRM PROFILE AND RELEVANT EXPERIENCE



FIRM PROFILE

RSSE Structural Engineers Inc. offers a complete range of structural engineering services to public agencies, building owners, and architects throughout the Western United States.

Formed in 1994, RSSE specializes in the structural design of new public safety facilities and the structural rehabilitation of existing facilities. RSSE has served as the structural engineer for the design and construction of many public safety and institutional facilities for government and municipal agencies and education facilities for the State of California.

PHILOSOPHY

RSSE recognizes that to consistently provide quality consulting services, it is necessary that at least one Principal maintain a committed participation to each project. At project inception, a Principal will work to define our client's needs as clearly as possible, while establishing an open and direct line of communication. Through conceptual and preliminary project phases, RSSE will strive to produce the most economical and constructible design, which satisfies functional, operational and aesthetic restraints. During contract document preparation, special attention will be given to the coordination of non-structural building systems and components and the thorough, unambiguous detailing of the design concept. While the project is under construction, RSSE will provide timely support to insure that our client's needs are met in an expeditious and economical fashion.



Mission style architecture with a landmark "bell tower" was featured in this fire station to blend in with the surrounding community. This 8500 square foot facility utilized wood framing with metal deck and steel trusses spanning across the apparatus bay. Site soil conditions necessitated the use of a mat foundation system.



**CITY OF RIVERSIDE
HEADQUARTERS FIRE STATION #1
RIVERSIDE, CALIFORNIA**



This three-story headquarters fire station and fire administration building totals 35,000 square feet and includes a four bay apparatus room on the first floor with living quarters and administration offices on the second and third floors. The structure is steel framed and incorporates the latest technology in seismic resistance with the use of buckling restrained braced frames.





**RANCHO CUCAMONGA FIRE PROTECTION DISTRICT
FIRE TRAINING CENTER
RANCHO CUCAMONGA, CALIFORNIA**



Fire training center totaling 36,000 square feet. Included in the complex are a 6-story live fire training tower, a 2-story live fire training residential structure, an administration headquarters and classroom building, a fitness center, a warehouse building, a data center building, and site training props.



Robert D. Scheibel, S.E.

Structural Engineer
RSSE Structural Engineers Inc.

Registration:

Registered Structural & Civil Engineer in California, Arizona, Colorado, Idaho, Montana, Nevada, New York, Oregon, Texas, Utah, and Washington

Education:

Master of Science, Structural Engineering, University of California, Berkeley 1976

Bachelor of Science, Civil Engineering, California State University, Fullerton 1975

Professional Affiliations:

Structural Engineers Association of Southern California

Fire Service Affiliations:

Orange County Fire Authority, Reserve Firefighter

California Task Force 5, Urban Search & Rescue Team – Structures Specialist

FEMA, US&R Incident Support Team – Structures Specialist

General Experience

Mr. Scheibel is a Principal at RSSE and has served as Principal in Charge and/or Project Manager on hundreds of projects over the last 40 years. He has experience participating in and leading the structural engineering services for new buildings. Extensive experience with institutional, educational, public safety buildings including fire training centers, fire stations and emergency operations centers, and science and technology facilities. His specialties include the structural design for complex building constraints, construction document production, technical execution, design documentation, cost control and construction administration. Management and direction of engineering and technical staff on numerous simultaneous efforts.

Relevant Experience

Orange County Fire Authority Fire Station Nos. 27, 38, 39, 47, & 55
Irvine, CA

Orange County Fire Authority Fire Station No. 59
San Clemente, CA

Oxnard Fire Department Fire Station No. 8
Oxnard, CA

Murrieta Fire Department Fire Station No. 4
Murrieta, CA

Newport Beach Fire Department Fire Station No. 7
Newport Beach, CA

Newport Beach Fire Department Lifeguard Headquarters Renovation & Addition
Newport Beach, CA

Los Angeles County Fire Department Palmdale Fire Station No. 136
Palmdale, CA

Los Angeles County Fire Department Catalina Lifeguard Headquarters
Avalon, CA

El Segundo Fire Department Fire Station #2
El Segundo, CA

El Segundo Lifeguard Station
El Segundo, CA

Rancho Cucamonga Fire Department Fire Station No. 177
Rancho Cucamonga, CA

City of Riverside Fire Stations #6, #13, #14, & Headquarters No. 1
Riverside, CA

City of Calexico Headquarters Fire Station No. 1
Calexico, CA

Rancho Santa Fe Fire Protection District Emergency Communications Center and Administration Building
Rancho Santa Fe, CA

City of Rancho Cucamonga Fire Training Center
Rancho Cucamonga, CA

City of Ontario Fire Training Center
Ontario, CA

City of Carlsbad Public Safety Center
Carlsbad, CA

College of the Desert Public Safety Academy Fire Training Tower
Thousand Palms, CA

Riverside Fire Department Essential Service Facilities and Training Center
Riverside, CA

PERTINENT PROJECT EXPERIENCE

Fire Station Facilities

- **Orange County Fire Authority
Fire Station #27**
Irvine, California
 - 8,900 gsf fire station facility. Construction materials included steel, wood stucco walls and manufactured wood roof trusses.
\$4.1M construction cost.
- **Orange County Fire Authority
Fire Station #38**
Irvine, California
 - 8900 gsf fire station facility. Construction materials included steel, wood stucco walls and manufactured wood roof trusses.
\$3.6M construction cost.
- **Orange County Fire Authority
Fire Station #39**
Laguna Niguel, CA
 - 8,900 gsf fire station facility. Construction materials included steel, wood stucco walls and manufactured wood roof trusses.
\$2.4M construction cost.
- **Orange County Fire Authority
Fire Station #47**
Irvine, California
 - 8,900 gsf fire station facility. This facility features Spanish style architecture to blend with the surrounding residential community. Construction materials included steel and wood framing.
\$2.5M construction cost.
- **Orange County Fire Authority
Fire Station #55 Temporary Facility**
Irvine, California
 - Wood frame fire station apparatus barn to house fire engines for temporary fire station modular living quarters.
- **Orange County Fire Authority
Fire Station #55**
Irvine, California
 - 8,900 gsf fire station facility. This facility features Spanish style architecture to blend with the surrounding residential community. Construction materials included steel and wood framing.
\$2.4M construction cost.
- **Orange County Fire Authority
Fire Station #59**
San Clemente, California
 - Mission style architecture with a landmark “bell tower” was featured in this fire station to blend in with the surrounding community. This 8500 square foot facility utilized wood framing with metal deck and steel trusses spanning across the apparatus bay. Site soil conditions necessitated the use of a mat foundation system.
\$2.0M construction cost.

PERTINENT PROJECT EXPERIENCE

- **City of Calexico Headquarters Fire Station #1**
Calexico, California
 - 9,000 gsf fire station facility. Structural features included metal deck with steel framing with steel braced frames and steel moment frames.
\$6.3M construction cost.
- **City of Oxnard Fire Department
Fire Station #8**
Oxnard, California
 - This 14,200 square foot facility included a four bay apparatus room, living spaces, offices, and a separate training classroom building. Highly liquefiable site soil conditions necessitated the use of a mat foundation system to support the steel framed superstructure.
\$6.7M construction cost.
- **El Segundo Fire Department
Fire Station #2**
El Segundo, California
 - This 14,000 gsf two-story fire station facility included a three bay apparatus room, a training room and a three-story hose tower with extension platforms for training. Construction materials included masonry walls and a metal deck roof at the apparatus bay, and steel and wood framing at the two-story portion.
\$6.9M construction cost.
- **City of El Segundo
Lifeguard Station**
El Segundo, California
 - Approximately 1,860 gsf two-story lifeguard facility. Structural features included a standing seam metal roof and concrete block masonry walls for durability.
\$.8M construction cost.
- **Los Angeles County Fire Department
Fire Station #136**
Palmdale, California
 - 11,100 gsf fire station facility. The structural systems were designed to accommodate heightened seismic loading due to the close proximity of the San Andreas fault. Construction materials included steel, wood framing and masonry walls.
\$5.1M construction cost.
- **Los Angeles County Fire Department
Baker Street Heliport Fire Operations Facility**
City of Industry, California
 - This new emergency fire operations complex includes a 25,000 gsf four bay fire station facility and a heliport facility to serve LA County Fire Department's Fire Hawk wildland fire fighting helicopters. Construction materials include steel framing, with long span steel beams at the apparatus bay, and masonry walls. Highly expansive site soils conditions required special attention to the design of the foundation system.
\$14.6M construction cost.
- **Los Angeles County Fire Department
Fire Station #118**
City of Industry, California
 - 13,000 gsf fire station facility. Structural features included exposed timber trusses at the apparatus bay roof, strip skylights, and concrete masonry walls.
\$2.5M construction cost.

PERTINENT PROJECT EXPERIENCE

- **Los Angeles County Fire Department
Barton Heliport**
Pacoima, California

- This new 38,000 gsf complex serves all of LA County Fire Department's air operations. The facility provides aircraft hanger storage, maintenance bays, parts storage and assembly, administration space, training classrooms and crew quarters in support of the fire departments fleet of Fire Hawk wildland fire fighting and rescue helicopters. The structural system included a pre-fabricated metal building with 100' clear span at the hanger doors, interior steel mezzanines and traveling crane systems.
\$9.0M construction cost.

- **Los Angeles County Fire Department
Catalina Lifeguard Headquarters**
Avalon, California

- 7,000gsf two-story lifeguard headquarters facility with an apparatus bay to house rescue squads and watercraft. Construction materials consist of wood framing.
\$2.6M construction cost.

- **Murrieta Fire Department
Fire Station #4**
Murrieta, CA

- 9,200 gsf fire station facility. Structural systems included masonry and wood frame construction.
\$2.4M construction cost.

- **Newport Beach Fire Department
Santa Ana Heights Fire Station #7**
Newport Beach, California

- 11,000 gsf fire station facility. Structural systems included steel frame construction with concrete masonry walls.
\$6.5M construction cost.

- **Newport Beach Fire Department
Civic Center Fire Station**
Newport Beach, California

- New 11,000 gsf fire station facility to replace the existing civic center facility. Structural systems included steel frame construction with concrete masonry walls.
\$4.9M estimated construction cost.

- **Oceanside Fire Department
Fire Station #6**
Oceanside, California

- 8570 gsf fire station facility. Structural features included exposed timber trusses at the apparatus bay roof and concrete masonry walls. Highly compressible site soil conditions required special attention to the design of the foundation system.
\$1.1M construction cost.

- **Rancho Cucamonga Fire Department
Fire Station #177 & 178**
Rancho Cucamonga, California

- 6,000 gsf fire station facilities. Construction materials included wood roof framing with wood stucco walls in combination with concrete masonry walls.
\$2.2M construction cost each.

PERTINENT PROJECT EXPERIENCE

- **City of Riverside**
Headquarters Fire Station No. 1
Riverside, California
 - This three-story headquarters fire station and fire administration building totals 35,000 square feet and includes a four bay apparatus room on the first floor with living quarters and administration offices on the second and third floors. The structure is steel framed and incorporates the latest technology in seismic resistance with the use of buckling restrained braced frames.
\$12M construction cost.
- **City of Riverside**
Fire Stations #6, #13, #14
Riverside, California
 - Three new fire stations totaling 8,000 gsf each. Construction materials included steel and wood framing.
\$7.5M construction cost total.
- **Gilbert Fire Department**
Fire Station #3 & #4
Town of Gilbert, Arizona
 - 6,100 gsf fire station facility. Structural features included a standing seam metal roof and split face concrete block masonry walls for durability.
\$1.8M construction cost each.
- **Fairview Fire Protection District**
Five Canyons Fire Station
Hayward, California
 - 6,000 gsf fire station facility. Site soils conditions dictated the use of a structural mat foundation system.
\$1.8M construction cost.
- **Hayward Fire Department**
Fire Station #9
Hayward, California
 - Prefabricated metal building fire station facility.
\$.1M construction cost.

PERTINENT PROJECT EXPERIENCE

Fire and Police Training Facilities

- **City of Rancho Cucamonga Fire Training Center**
Rancho Cucamonga, California
 - Fire training center totaling 36,000 square feet. Included in the complex are a 6-story live fire training tower, a 2-story live fire training residential structure, an administration headquarters and classroom building, a fitness center, a warehouse building, a data center building, and site training props.
\$19M construction cost.
- **City of Carlsbad Public Safety Center**
Carlsbad, California
 - Fire and police public safety training center totaling 50,000 gsf. Included in the complex are administration offices, an emergency operations center, police shooting ranges, classrooms, a five-story "commercial and industrial" live fire training tower and a two-story "residential" live fire training building.
\$18M construction cost.
- **College of the Desert Public Safety Academy
Fire Training Tower**
Thousand Palms, California
 - Five Story fire simulator training tower and training props.
\$4.0M construction cost
- **City of Ontario Fire Training Facility**
Ontario, California
 - Fire training center totaling 17,000 square feet. Included in the facility are a 6-story training tower, a 5-story fire training building, a 2-story live fire training residential structure, and a 1-story police simunitions building.
- **City of Riverside
Fire Training Center and Emergency Operations Center**
Riverside, California
 - New Essential Service Facilities including a 10,000 gsf emergency operations center and a new training center with classrooms, a fire simulator training tower and training props.
\$8M construction cost.
- **Orange County Fire Authority
Fire Station #41 Helicopter Rescue Simulator Tower**
Fullerton, California
 - Elevated steel platform supporting UH-1 Super Huey helicopter airframe with access stairway. This simulator is utilized for the training of OCFA Air Operations flight crews in air operation rescue mission responses. The platform superstructure is supported on four steel pipes to allow for rescuer rappelling "swing angle". The entire steel superstructure was designed with bolted connections to be modular, allowing for relocation in the future.

PERTINENT PROJECT EXPERIENCE

Essential Service Facility Renovations and Structural Assessments

- **Orange County Fire Authority**
Fire Station #22
Laguna Hills, California
 - Seismic strengthening of 12,500 gsf fire station, replacement of apparatus bay roof, expansion and functional remodeling of facility.
\$.9M construction cost.
- **Newport Beach Fire Department**
Lifeguard Headquarters
Newport Beach, California
 - Rehabilitation and expansion of the Newport Beach Lifeguard Headquarters facility.
This existing two story 6400sf facility, located at the base of the Newport Beach Pier, included a major seismic retrofit, strengthening of existing wood floor and roof systems, and the strengthening of the existing wood pile foundation system with the addition of new concrete drilled foundation caissons.
\$1.1M construction cost.
- **Rancho Santa Fe Fire Protection District**
Emergency Communications Center and Administration Building
Rancho Santa Fe, California
 - Interior remodel and addition to existing 7,500gsf. Essential Services building. New construction had to be closely assessed to structurally integrate with the building's Essential Services requirements.
- **Los Angeles County Fire Department**
Fire Station #15
Whittier, California
 - Functional renovation and structural modifications to the apparatus bay to accommodate the housing of a larger truck company.
\$.75M construction cost.
- **Los Angeles County Fire Department**
North County Training Tower Burn Room Modifications
Lancaster, California
 - Renovation and structural modifications to the Class A live fire burn room in this existing five story concrete training tower. High temperature Padgenite panels were utilized to provide thermal protection for the concrete walls and ceiling.
- **Los Angeles County Fire Department**
East County Training Tower Burn Room Modifications
Pomona, California
 - Structural review of burn room thermal damage and renovation modifications of multiple Class A burn rooms in this existing five-story training tower. High temperature Padgenite panels were installed to provide thermal protection for the concrete masonry walls and the concrete ceiling.
- **City of Calexico Public Safety Center**
Calexico, California
 - Feasibility study of renovation and expansion potential of the existing fire station, police station, dispatch center, and emergency operations center.

PERTINENT PROJECT EXPERIENCE

- **Escondido Fire Department**
Fire Station #1
Escondido, California
 - Structural and seismic evaluation of this 1960's vintage fire station facility was performed as part of a functional renovation study.
- **Laguna Beach Fire Department**
Fire Station #4
Laguna Beach, California
 - Structural review of this two-story 1949 vintage fire station facility was performed to determine potential expansion feasibility.
- **Livermore Pleasanton Fire Department**
Fire Station #7
Livermore, California
 - Structural evaluation of this 6000 gsf 1960's vintage fire station facility was performed to determine its seismic vulnerability relative to current building code requirements.
- **National City Fire Department**
Headquarters Fire Station
National City, California
 - Structural evaluation of this 1950's vintage fire station facility was performed as part of a functional renovation study.



APPENDIX RESPONSES

APPENDIX A - OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Business Legal Name: RSSE Structural Engineers Inc.		
Business Parent or Ownership:		
Address: 22391 Gilberto, Ste. E, Rancho Santa Margarita, CA 92688		
Business Telephone No. 949-461-7007 x103	Business Fax No.	
Business Tax I.D. Number: 33-0618532	CSLB License Number:	DIR Registration Number:
Legal form of company: (partnership, corporation, joint venture) California Corporation (Sole corporate officer - Robert Scheibel)		
Length of time your business has been in business: 25 years	Length of time at current location: 5 years	
Number of employees and Number of Current Clients 5 employees, 15 clients		

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Qualifications (RFQual).

Name: Robert Scheibel	Title: President
Telephone No.: 949-461-7007 x103	E-mail: scheibel@rsse.com

Person responsible for the day-to-day servicing of the account:

Name: Robert Scheibel	Title: President
Telephone No.: 949-461-7007 x103	E-mail: scheibel@rsse.com

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes ☐ **No** ☒

If yes, you are required to submit form/s (see Appendix F).

***For additional information please see page 8 "Campaign Contribution Disclosure".**

APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	Orange County Fire Authority
Contact Individual & Title	Chris DeCoursey, Construction Manager
E-mail/Telephone number	ChrisDeCoursey@ocfa.org / 714-573-6473
Date of Project & Description of services provided including contract amount	OCFA Fire Stations Nos. 27, 38, 39, 47, 55 (new construction). Structural engineering design services. 2003-2008 \$150,000 for five stations.
Customer Agency Name	Rancho Cucamonga Fire Protection District
Contact Individual & Title	Mike McCliman, Deputy Fire Chief
E-mail/Telephone number	Mike.McCliman@cityofrc.us / 909-477-2770 x3002
Date of Project & Description of services provided including contract amount	RCFPD Fire Training Center (new construction) 2015-2018. Structural engineering design services. \$200,000.
Customer Agency Name	Calexico Fire Department
Contact Individual & Title	Diego Favila, Fire Chief
E-mail/Telephone number	dfavila@calexico.ca.gov / 760-768 - 0853
Date of Project & Description of services provided including contract amount	Calexico Headquarters Fire Station #1 (new construction) 2019. Structural engineering design services. \$60,000.
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	

APPENDIX C – PROPOSAL QUESTIONNAIRE

In addition to the written proposal that demonstrates the Respondent's understanding of the RFQual, each Respondent shall also provide the following information. Social media links, brochures, advertisements, or the like will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

- 1) Describe your process and/or methods for project management, including ensuring adherence to expected project progress and completion schedules.
RSSE assigns a seasoned senior structural engineer to constantly monitor the progress of projects for the purpose of ensuring the project schedule is met and the construction documents meet RSSE's high standards.
- 2) Provide information on any innovative or unique methods used that distinguish your firm from other firms.
RSSE recognizes that to consistently provide quality consulting services, it is necessary that the Principal maintain a committed participation to each project. At project inception, a Principal will work to define our client's needs as clearly as possible, while establishing an open and direct line of communication.
- 3) Describe the different architectural and design disciplines your firm has specializes in.
RSSE specializes in the structural design of new public safety facilities and the structural rehabilitation of existing facilities.
- 4) Describe your firm's experiences in communicating with various local agency building departments and the permitting processes of different municipalities.
RSSE has gained extensive experience with many municipalities and building departments over the course of designing and overseeing construction of our many public safety projects. Open and clear communication has been key.
- 5) Describe your firm's experience as it relates specifically to developing specifications and other bidding documents for California public works projects.
RSSE has gained extensive experience with many California public works projects over the course of designing and overseeing construction of our many public safety and public education projects.
- 6) Describe your firm's experience in managing the construction of large-scale essential facility projects.
RSSE has had experience in managing construction of over thirty large-scale essential service projects including fire stations, emergency operations centers, hospital facilities, and fire and police training centers.
- 7) Does your firm currently hold all license(s) necessary to perform the services (as offered) and have those license(s) been consistently active for at least five (5) years without revocation or suspension?
RSSE employs California Licensed Structural Engineers, all of which have had active licenses since the award of the certification without revocation or suspension.
- 8) Has your firm been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or responding for work for any public agency within California within the past five (5) years?
RSSE has never been prohibited from performing work in any fashion for any reason for any public or government agency.

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFQual RO2362 – On-Call Capital Improvement and Construction Related Professional Services**, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and the resulting Professional Services Agreement. **If there are any exceptions to the terms and conditions or contract they must be stated in an attachment included with the offer.** While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Qualifications which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

RSSE Structural Engineers Inc.

Name of Firm

22391 Gilberto, Ste. E

Address

Rancho Santa Margarita, CA 92688

City

State

Zip



April 1, 2019

Signature of Person Authorized to Sign

Robert Scheibel

Date

President

Printed Name

Title

ORANGE COUNTY FIRE AUTHORITY
PARTY DISCLOSURE FORM

Party's Name: RSSE Structural Engineers Inc.

Party's Address: 22391 Gilberto, Ste. E
Rancho Santa Margarita, CA 92688

Party's Telephone: 949-461-7007 x103

Solicitation Title and Number: On-call Capital Improvement and Construction Related Professional Services - RO2362

Based on the party disclosure information provided, are you or your business 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: 3/26/19



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): _____

APPENDIX G - CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of

RSSE Structural Engineers Inc.

(Type or print complete legal name of firm),


does hereby represent, warrant, and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the OCFA's operation which are designated confidential by OCFA and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: April 1, 2019

RSSE Structural Engineers Inc.

Name of Offeror

By:  Robert Scheibel
Authorized Officer


APPENDIX H - CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

Offeror hereby certifies in performing work or providing services for OCFA, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Offeror shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this 1st day of April, 2019.

OFFEROR RSSE Structural Engineers Inc.
(Type or print complete legal name of firm)

BY 
(Signature)

Name Robert Scheibel
(Type or print)

Title President

Address 22391 Gilberto, Ste. E

City Rancho Santa Margarita State CA Zip 92688

APPENDIX I – NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

(Name) Robert Scheibel, being first duly sworn, disposes and says that he or she is

(Title) President of

(Company) RSSE Structural Engineers Inc.

the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit

this 1st day of April, 2019.

OFFEROR

RSSE Structural Engineers Inc.

(Type or print complete legal name of firm)

BY



(Signature)

Name

Robert Scheibel

(Type or print)

Title

President

Address

22391 Gilberto, Ste. E

City Rancho Santa Margarita **State** CA **Zip** 92688

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

RSSE Structural Engineers Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

22391 Gilberto, Ste. E

6 City, state, and ZIP code

Rancho Santa Margarita, CA 92688

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

3	3	-	0	6	1	8	5	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 4/1/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



RSSE
Structural Engineers Inc.
22391 Gilberto
Suite E
Rancho Santa Margarita
CA 92688
949.461.7007

SCHEDULE OF BILLING RATES

<u>Classification</u>	<u>Hourly Billing Rates</u>
Principal	\$ 175.00
Project Manager/Senior Project Engineer	\$ 125.00 - \$140.00
Project Engineer	\$ 115.00 - \$ 125.00
Staff Engineer	\$ 80.00 - \$ 100.00
Cad Technician	\$ 75.00 - \$ 100.00
Technician, Clerical	\$ 45.00 - \$ 65.00