



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, May 28, 2020

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 the 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>



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.

Notice Regarding Public Participation During COVID-19 Emergency

During the Statewide COVID-19 Emergency, the public is not permitted to convene in person for this public meeting. However, the public may still view and comment on the meeting as follows:

To watch the meeting, the public may observe the meeting online at OCFA.org.

To comment on one or more items, send an email to PublicComments@ocfa.org. You may comment on items on the agenda or not on the agenda. Your comments will be forwarded electronically and immediately to the members of the Executive Committee. Comments related to a particular agenda item will only be considered prior to the close of public comments on that item.

For Individuals with Disabilities: The OCFA is dedicated to ensure accessibility to the meetings for those individuals with disabilities, therefore the OCFA has established a process to request a reasonable modification or accommodation consistent with the Americans with Disabilities Act (ADA). If you would like to request a modification or accommodation due to a disability, please call (714) 573-6040 as soon as is feasible, and identify the need and the requested modification or accommodation.

CALL TO ORDER

INVOCATION by OCFA Chaplain Devin Chase

PLEDGE OF ALLEGIANCE by Director Hernandez

ROLL CALL

1. PRESENTATIONS

No items.

REPORTS

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

PUBLIC COMMENTS

Public Comments during COVID-19 Emergency: Public Comments will be accepted prior to or during the meeting via email at PublicComments@ocfa.org. Comments may be submitted in reference to a specific item on the agenda or on items within the Executive Committee's subject matter jurisdiction but which are not listed on the agenda. All written comments will be distributed in writing via email to the Executive Committee members. Comments on items on the agenda will only be considered until the opportunity for public input on that item has closed.

2. 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. Minutes from the April 23, 2020, Regular Executive Committee Meeting

Submitted by: Martha Halvorson, Acting Clerk of the Authority

Recommended Action:

Approve as submitted.

B. Monthly Investment Reports

Submitted by: Tricia Jakubiak, Treasurer

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Action:

Receive and file the reports.

C. Third Quarter Financial Newsletter

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

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Action:

Receive and file the report.

D. Temporary Contract Extension – Security Guard Service for the Regional Fire Operations and Training Center

Submitted by: Nina Collins, Assistant Chief/Human Resources Department

Recommended Action:

1. Approve and authorize the Purchasing Manager to execute Amendment Number Two to the Professional Services Agreement with Allied Universal Security Services to extend the agreement through June 30, 2021, in an amount not to exceed \$187,129.
2. Approve and authorize the Purchasing Manager to increase the blanket order contract by up to \$20,143 per month for a total not to exceed \$241,715 for the provision of additional security services due to COVID-19 as-needed.

E. Architectural and Design Support Services for Fire Station Renovations Project: Stations 14 & 16 (Silverado) and 32 & 53 (Yorba Linda)

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to issue a Professional Services Agreement and one-time Purchase Order in the amount of \$274,250 to Gillis & Panichapan for design and architectural support services for station renovations.

F. Blanket Order Contract Renewal CentralSquare CAD2CAD System Software Licensing

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the current blanket order with CentralSquare using the special procurement provision in the Purchasing Ordinance for three years at an annual amount of \$77,204 for the aggregate not to exceed amount of \$231,612.

G. Special Procurement for Pre-Employment Fitness Examinations

Submitted by: Nina Collins, Assistant Chief/Human Resources Department

Recommended Action:

Approve and authorize the Purchasing Manager to execute Amendment One to the Professional Services Agreement with San Diego Sports Medicine utilizing the special procurement provision in the Purchasing Ordinance to extend the agreement through June 30, 2021, with an increase of \$16,000 for a new total amount not to exceed \$66,000.

H. Blanket Order Increase and Renewals for 800MHz Radio and 900MHz Pager Communications System

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

1. Approve and authorize the Purchasing Manager to extend the sole source blanket order contracts with the Orange County Sheriff's Department for three years and increase the respective contract amounts by up to 10% annually for years Two and Three of the renewal term.
2. Approve and authorize the Purchasing Manager to increase the blanket order contract for 800MHz radio licensing by \$76,364 for a new total amount not to exceed \$596,804.

END OF CONSENT CALENDAR

3. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, June 25, 2020, 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 Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 21st day of May, 2020.

Martha Halvorson, CMC
Acting Clerk of the Authority

UPCOMING MEETINGS:

Budget and Finance Committee Meeting
Executive Committee Meeting
Board of Directors Meeting

Wednesday, June 10, 2020, 12 noon
Thursday, June 25, 2020, 5:30 p.m.
Thursday, June 25, 2020, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, April 23, 2020
5:30 P.M.**

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

CALL TO ORDER

Chair Hasselbrink called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on April 23, 2020.

INVOCATION

The invocation was led by Senior Chaplain Dave Keehn.

PLEDGE OF ALLEGIANCE

Vice Chair Rossini led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Shelley Hasselbrink, Los Alamitos
Noel Hatch, Laguna Woods*
Gene Hernandez, Yorba Linda*
Joe Muller, Dana Point
Vince Rossini, Villa Park*
Ed Sachs, Mission Viejo*
Dave Shawver, Stanton*
Donald P. Wagner, County of Orange*

Absent: Elizabeth Swift, Buena Park

Also present were:

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Assistant Chief Randy Black	Assistant Chief Robert Cortez
Assistant Chief Jim Ruane	Assistant Chief Lori Smith
General Counsel David Kendig	Assistant Chief Kenny Dossey
Director of Communications Colleen Windsor	
Acting Clerk of the Authority Martha Halvorson	

**Executive Committee Members participating via Teleconferencing*

1. PRESENTATIONS

No items.

REPORTS

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

Budget and Finance Committee Chair Hernandez reported at the April 8, 2020, meeting, the Committee voted unanimously to receive and file both the Organizational Service Level Assessment Update and the Communication with Auditors for Fiscal Year 2019/20 Financial Audit, and forward the Monthly Investment Reports to the Executive Committee for its approval. The Committee discussed the Options to Mitigate Escalating Charges to Contract Cities and voted unanimously to bring the item back for consideration in January, 2021.

PUBLIC COMMENTS (F: 12.02B3)

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

2. CONSENT CALENDAR

A. Minutes from the March 26, 2020, Regular Executive Committee Meeting (F: 12.02B2)

On motion of Director Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present by roll call vote to approve the Minutes of March 26, 2020, as submitted.

B. Monthly Investment Reports (F: 11.10D2)

On motion of Director Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present by roll call vote to receive and file the reports.

C. Blanket Order Renewal Banner Human Resources/Financial System Software (F: 19.08A7)

On motion of Director Hernandez and second by Director Shawver, the Executive Committee voted unanimously by those present by roll call vote to:

1. Approve and authorize the Purchasing Manager to renew the current contract with Avenue Insights and Analytics, for Banner Human Resources/Financial systems software licensing and maintenance fees at an amount not to exceed \$129,461 for the first renewal year.

2. Approve and authorize the Purchasing Manager to renew the contract up to four additional years and increase the contract up to 7.5% annually for software license fee adjustments.

END OF CONSENT CALENDAR

3. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

The Committee Members offered no comments.

ADJOURNMENT – Chair Hasselbrink adjourned the meeting at 5:36 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, May 28, 2020, at 5:30 p.m.

Martha Halvorson, CMC
Acting Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 28, 2020

Agenda Item No. 2B
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 May 13, 2020, 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 March 31, 2020. A preliminary investment report as of April 24, 2020, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – March 2020/Preliminary Report – April 2020

Orange County Fire Authority Monthly Investment Report



Final Report – March 2020

Preliminary Report – April 2020



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Orange County Fire Authority

Final Investment Report

March 31, 2020



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of March 2020, the size of the portfolio increased by \$14.7 million to \$152.0 million. Significant receipts for the month included secured and supplemental property taxes totaling \$19.4 million, eight cash contract payments, intergovernmental agency payments and other charges for current services totaling \$22.0 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$14 million each with related benefits. Total March cash outflows amounted to approximately \$30 million. The portfolio's balance is expected to increase significantly in the following month as the next major property tax apportionment is scheduled for April.

In March, the portfolio's yield to maturity (365-day equivalent) decreased by 32 basis points to 1.43%. The effective rate of return decreased by 13 basis points to 1.61% for the month and decreased by 3 basis points to 2.01% for the fiscal year to date. The average maturity of the portfolio remained the same at 16 days to maturity.

Economic News

The economic downturn in March 2020 was unlike any in recorded history. It was basically a shutdown of economic activity as a result of the coronavirus pandemic. Employment conditions deteriorated quickly. The U.S. lost 701,000 jobs in March, and the unemployment rate rose from 3.5% to 4.4%. Consumer confidence measures declined sharply due to deterioration in the short-term outlook. Manufacturing activity stalled for the month reflecting severe supply chain disruptions that began when China shut down its economy. Non-manufacturing/service sector grew but at a slower pace. Industrial production fell 5.4%, the steepest decline since 1946, as a result of the pandemic. Consumer prices fell .4% as oil prices plummeted and the economy began to strain under the pandemic. New home sales fell 15.4%, and existing home sales were down 8.5% from the prior month as sellers took properties off the market and the pandemic began to exert pressure on the U.S. real estate market.

**BENCHMARK COMPARISON AS OF March 31, 2020**

3 Month T-Bill: 0.30%

1 Year T-Bill: 0.33%

6 Month T-Bill: 0.30%

LAIF: 1.79%

OCFA Portfolio: 1.61%

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$152,023,274	\$137,309,170	\$138,783,688
Yield to Maturity (365 day)	1.43%	1.75%	2.30%
Effective Rate of Return	1.61%	1.74%	2.33%
Days to Maturity	16	16	35



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
March 31, 2020

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call / Maturity	YTM / Call 360 Equiv.	YTM / Call 365 Equiv.
Money Mkt Mutual Funds/Cash	14,004,756.60	14,004,756.60	14,004,756.60	9.36	1	1	0.010	0.010
Federal Agency Coupon Securities	34,590,000.00	34,622,336.82	34,641,131.14	23.15	1,241	41	1.237	1.254
Federal Agency Disc. -Amortizing	26,000,000.00	25,998,180.00	25,964,976.70	17.36	106	36	1.355	1.374
Local Agency Investment Funds	75,000,000.00	75,561,076.13	75,000,000.00	50.13	1	1	1.763	1.787
Investments	149,594,756.60	150,186,349.55	149,610,864.44	100.00%	306	16	1.406	1.425
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	2,195,231.00	2,195,231.00	2,195,231.00		1	1	0.000	0.000
Accrued Interest at Purchase		75,363.26	75,363.26					
Subtotal		2,270,594.26	2,270,594.26					
Total Cash and Investments	151,789,987.60	152,456,943.81	151,881,458.70		306	16	1.406	1.425

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	192,379.37	2,261,824.96
Average Daily Balance	140,642,252.02	149,713,355.26
Effective Rate of Return	1.61%	2.01%

"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, 2020. 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 Jakublak, Treasurer

4/3/20

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 151,881,458.70
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ 141,814.96
Total	\$ 152,023,273.66

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
March 31, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	(See Note 1 on page 9)	(See Note 2 on page 9)	Stated Rate	YTM/C 365	Days	Maturity Date
						Market Value	Book Value			to Call / Maturity	
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			14,004,756.60	14,004,756.60	14,004,756.60	0.010	0.010	1	
Subtotal and Average			17,031,396.07		14,004,756.60	14,004,756.60	14,004,756.60		0.010	1	
Federal Agency Coupon Securities											
3134GVEH7	999	Fed Home Loan Mtg Corp (Callable on 6/5/20)		03/31/2020	11,000,000.00	11,016,060.00	11,026,620.00	1.875	1.170	65	03/05/2025
3134GVCY2	996	Freddie Mac (Callable on 5/28/20)		03/18/2020	11,000,000.00	11,015,510.00	11,022,482.43	1.800	1.149	57	02/28/2023
3130AH7E7	993	Fed Home Loan Bank (Callable on 4/3/20)		12/19/2019	11,000,000.00	11,000,770.00	11,000,251.73	2.000	1.580	2	10/03/2022
3130AEAH3	997	Fed Home Loan Bank		03/20/2020	1,590,000.00	1,589,996.82	1,591,776.98	1.521	0.305	33	05/04/2020
Subtotal and Average			16,952,889.43		34,590,000.00	34,622,336.82	34,641,131.14		1.254	41	
Federal Agency Disc. -Amortizing											
313384XL8	992	Fed Home Loan Bank		12/19/2019	11,000,000.00	10,998,790.00	10,972,530.56	1.550	1.605	58	05/29/2020
313384VR7	995	Fed Home Loan Bank		02/04/2020	11,000,000.00	10,999,670.00	10,992,895.83	1.550	1.598	15	04/16/2020
313384WL9	998	Fed Home Loan Bank		03/20/2020	4,000,000.00	3,999,720.00	3,999,550.31		0.122	34	05/05/2020
Subtotal and Average			31,012,852.28		26,000,000.00	25,998,180.00	25,964,976.70		1.374	36	
Treasury Discounts -Amortizing											
Subtotal and Average			645,114.25								
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,561,076.13	75,000,000.00	1.787	1.787	1	
Subtotal and Average			75,000,000.00		75,000,000.00	75,561,076.13	75,000,000.00		1.787	1	
Total and Average			140,642,252.02		149,594,756.60	150,186,349.55	149,610,864.44		1.425	16	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
March 31, 2020

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		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	2,175,231.00	2,175,231.00	2,175,231.00		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		75,363.26	75,363.26			1
				Subtotal		2,270,594.26	2,270,594.26			
Total Cash and Investments			140,642,252.02		151,789,987.60	152,456,943.81	151,881,458.70		1.425	16

Orange County Fire Authority

In service of others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of April 1, 2020

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(04/01/2020 - 04/01/2020)	4 Maturities	0 Payments	91,199,987.60	60.08%	91,199,987.60	91,761,063.73
Aging Interval: 1 - 30 days	(04/02/2020 - 05/01/2020)	1 Maturities	0 Payments	11,000,000.00	7.24%	10,992,895.83	10,999,670.00
Aging Interval: 31 - 60 days	(05/02/2020 - 05/31/2020)	3 Maturities	0 Payments	16,590,000.00	10.91%	16,563,857.85	16,588,506.82
Aging Interval: 61 - 91 days	(06/01/2020 - 07/01/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	(07/02/2020 - 07/31/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	(08/01/2020 - 08/31/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(09/01/2020 - 10/01/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(10/02/2020 - 12/31/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(01/01/2021 - 04/01/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(04/02/2021 - 04/01/2023)	2 Maturities	0 Payments	22,000,000.00	14.51%	22,022,734.16	22,016,280.00
Aging Interval: 1096 - 1825 days	(04/02/2023 - 03/31/2025)	1 Maturities	0 Payments	11,000,000.00	7.26%	11,026,620.00	11,016,060.00
Aging Interval: 1826 days and after	(04/01/2025 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		11 Investments	0 Payments		100.00	151,806,095.44	152,381,580.55



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (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, 2019 includes an increase of \$111,266 to the LAIF investment and an increase of \$30,549 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 March 31, 2020, OCFA has \$75,000,000 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, 2020 is 1.007481015. When applied to OCFA's LAIF investment, the fair value is \$75,561,076 or \$561,076 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 March 31, 2020 is included on the following page.



State of California Pooled Money Investment Account Market Valuation 3/31/2020

		Carrying Cost Plus			
Description		Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
1*	United States Treasury:				
	Bills	\$ 12,823,871,548.59	\$ 12,920,450,177.77	\$ 12,994,847,000.00	NA
	Notes	\$ 33,119,951,799.65	\$ 33,113,778,380.29	\$ 33,687,518,000.00	\$ 140,637,607.00
1*	Federal Agency:				
	SBA	\$ 525,135,261.64	\$ 525,135,261.64	\$ 522,232,337.71	\$ 880,056.18
	MBS-REMICs	\$ 18,063,052.24	\$ 18,063,052.24	\$ 19,088,647.00	\$ 84,337.25
	Debentures	\$ 2,105,162,090.64	\$ 2,105,042,298.98	\$ 2,132,896,450.00	\$ 10,524,714.25
	Debentures FR	\$ -	\$ -	\$ -	\$ -
	Debentures CL	\$ 925,000,000.00	\$ 925,000,000.00	\$ 929,988,750.00	\$ 3,544,917.00
	Discount Notes	\$ 17,515,361,340.24	\$ 17,575,787,257.02	\$ 17,620,985,750.00	NA
1*	Supranational Debentures	\$ 714,280,614.68	\$ 714,249,336.90	\$ 721,116,650.00	\$ 2,940,049.25
1*	Supranational Debentures FR	\$ 200,158,861.65	\$ 200,158,861.65	\$ 200,117,030.04	\$ 608,243.35
2*	CDs and YCDs FR	\$ 300,000,000.00	\$ 300,000,000.00	\$ 299,053,000.00	\$ 292,521.92
2*	Bank Notes	\$ 500,000,000.00	\$ 500,000,000.00	\$ 500,078,465.32	\$ 4,119,416.67
2*	CDs and YCDs	\$ 13,300,000,000.00	\$ 13,300,000,000.00	\$ 13,305,153,219.71	\$ 66,002,000.01
2*	Commercial Paper	\$ 10,115,069,047.16	\$ 10,145,768,286.22	\$ 10,145,738,569.17	NA
1*	Corporate:				
	Bonds FR	\$ -	\$ -	\$ -	\$ -
	Bonds	\$ -	\$ -	\$ -	\$ -
1*	Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1*	Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
	Time Deposits	\$ 5,331,990,000.00	\$ 5,331,990,000.00	\$ 5,331,990,000.00	NA
	AB 55 & GF Loans	\$ 624,194,000.00	\$ 624,194,000.00	\$ 624,194,000.00	NA
	TOTAL	\$ 98,118,237,616.49	\$ 98,299,616,912.71	\$ 99,034,997,868.95	\$ 229,633,862.88

Fair Value Including Accrued Interest \$ 99,264,631,731.83

* Governmental Accounting Standards Board (GASB) Statement #72

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

The value of each participating dollar equals the fair value divided by the amortized cost (1.007481015).
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,149,620.31 or \$20,000,000.00 x 1.007481015.



Orange County Fire Authority

Preliminary Investment Report

April 24, 2020



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
April 24, 2020

Orange County Fire Authority
1 Fire Authority Road
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 Call / Maturity	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	23,271,105.62	23,271,105.62	23,271,105.62	10.93	1	1	0.010	0.010
Federal Agency Coupon Securities	39,590,000.00	39,661,786.82	39,677,727.19	18.64	1,271	66	0.727	0.737
Federal Agency Disc. -Amortizing	75,000,000.00	74,971,420.00	74,962,344.94	35.21	127	104	0.318	0.322
Local Agency Investment Funds	75,000,000.00	75,561,076.13	75,000,000.00	35.23	1	1	1.763	1.787
Investments	212,861,105.62	213,465,388.57	212,911,177.75	100.00%	282	50	0.869	0.881

Cash and Accrued Interest

Passbook/Checking (not included in yield calculations)	(See Note 4 on page 18)	-1,760,922.48	-1,760,922.48	-1,760,922.48	0	0	0.000	0.000
Accrued Interest at Purchase			84,052.15	84,052.15				
Subtotal			-1,676,870.33	-1,676,870.33				
Total Cash and Investments		211,100,183.14	211,788,518.24	211,234,307.42	282	50	0.869	0.881

Total Earnings	April 24 Month Ending	Fiscal Year To Date
Current Year	116,326.63	2,378,151.59
Average Daily Balance	143,619,250.07	149,224,196.32
Effective Rate of Return	1.23%	1.95%

"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, 2020. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

5/11/20

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 211,234,307.42
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 141,814.96
Total	\$ 211,376,122.38

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 24, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call / Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations (See Note 4 on page 18)			23,271,105.62	23,271,105.62	23,271,105.62	0.010	0.010	1	
Subtotal and Average			15,869,322.73		23,271,105.62	23,271,105.62	23,271,105.62		0.010	1	
Federal Agency Coupon Securities											
3134GVEH7	999	Fed Home Loan Mtg Corp (Callable on 6/5/20) 03/31/2020			11,000,000.00	11,011,440.00	11,016,637.50	1.875	1.170	41	03/05/2025
3135G0X65	1004	Fed Natl Mortg Assoc (Callable on 7/24/20) 04/23/2020			12,000,000.00	12,047,520.00	12,050,992.31	1.850	0.130	90	07/24/2023
3135G03D3	1005	Fed Natl Mortg Assoc (Callable on 10/20/20) 04/23/2020			4,000,000.00	4,003,920.00	4,006,596.61	0.750	0.410	178	04/20/2023
3134GVCY2	996	Freddie Mac (Callable on 5/28/20) 03/18/2020			11,000,000.00	11,008,910.00	11,013,016.14	1.800	1.149	33	02/28/2023
3130AEAH3	997	Fed Home Loan Bank 03/20/2020			1,590,000.00	1,589,996.82	1,590,484.63	1.521	0.305	9	05/04/2020
Subtotal and Average			25,884,906.50		39,590,000.00	39,661,786.82	39,677,727.19		0.737	66	
Federal Agency Disc. -Amortizing											
313396J20	1000	Freddie Mac 04/23/2020			12,000,000.00	11,992,080.00	11,994,133.33	0.110	0.113	160	10/02/2020
313396G49	1001	Freddie Mac 04/23/2020			12,000,000.00	11,993,280.00	11,994,646.66	0.110	0.113	146	09/18/2020
313396E66	1002	Freddie Mac 04/23/2020			12,000,000.00	11,993,880.00	11,995,160.00	0.110	0.113	132	09/04/2020
313396C84	1003	Freddie Mac 04/23/2020			12,000,000.00	11,994,960.00	11,995,673.33	0.110	0.113	118	08/21/2020
313384YQ6	1006	Fed Home Loan Bank 04/23/2020			12,000,000.00	11,997,960.00	11,998,966.66	0.050	0.051	62	06/26/2020
313384XL8	992	Fed Home Loan Bank 12/19/2019			11,000,000.00	10,999,340.00	10,983,897.22	1.550	1.605	34	05/29/2020
313384WL9	998	Fed Home Loan Bank 03/20/2020			4,000,000.00	3,999,920.00	3,999,867.74		0.122	10	05/05/2020
Subtotal and Average			26,849,302.48		75,000,000.00	74,971,420.00	74,962,344.94		0.322	104	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,561,076.13	75,000,000.00	1.787	1.787	1	
Subtotal and Average			75,015,718.36		75,000,000.00	75,561,076.13	75,000,000.00		1.787	1	
Total and Average			143,619,250.07		212,861,105.62	213,465,388.57	212,911,177.75		0.881	50	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
April 24, 2020

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		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	-1,780,922.48	-1,780,922.48	-1,780,922.48	(See Note 4 on page 18)	0.000	1
Average Balance			0.00	Accrued Interest at Purchase		84,052.15	84,052.15			
				Subtotal		-1,676,870.33	-1,676,870.33			
Total Cash and Investments			143,619,250.07			211,100,183.14	211,788,518.24	211,234,307.42	0.881	50

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of April 25, 2020

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	(04/25/2020 - 04/25/2020)	4 Maturities	0 Payments	96,510,183.14	45.71%	96,510,183.14	97,071,259.27
Aging Interval: 1 - 30 days	(04/26/2020 - 05/25/2020)	2 Maturities	0 Payments	5,590,000.00	2.65%	5,590,352.37	5,589,916.82
Aging Interval: 31 - 60 days	(05/26/2020 - 06/24/2020)	1 Maturities	0 Payments	11,000,000.00	5.20%	10,983,897.22	10,999,340.00
Aging Interval: 61 - 91 days	(06/25/2020 - 07/25/2020)	1 Maturities	0 Payments	12,000,000.00	5.68%	11,998,966.66	11,997,960.00
Aging Interval: 92 - 121 days	(07/26/2020 - 08/24/2020)	1 Maturities	0 Payments	12,000,000.00	5.68%	11,995,673.33	11,994,960.00
Aging Interval: 122 - 152 days	(08/25/2020 - 09/24/2020)	2 Maturities	0 Payments	24,000,000.00	11.36%	23,989,806.66	23,987,160.00
Aging Interval: 153 - 183 days	(09/25/2020 - 10/25/2020)	1 Maturities	0 Payments	12,000,000.00	5.68%	11,994,133.33	11,992,080.00
Aging Interval: 184 - 274 days	(10/26/2020 - 01/24/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(01/25/2021 - 04/25/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(04/26/2021 - 04/25/2023)	2 Maturities	0 Payments	15,000,000.00	7.11%	15,019,612.75	15,012,830.00
Aging Interval: 1096 - 1825 days	(04/26/2023 - 04/24/2025)	2 Maturities	0 Payments	23,000,000.00	10.92%	23,067,629.81	23,058,960.00
Aging Interval: 1826 days and after	(04/25/2025 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		16 Investments	0 Payments		100.00	211,150,255.27	211,704,466.09



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, 2019 includes an increase of \$111,266 to the LAIF investment and an increase of \$30,549 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
May 28, 2020

Agenda Item No. 2C
Consent Calendar

Third Quarter Financial Newsletter

Contact(s) for Further Information

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Business Services Department

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Tricia Jakubiak, Treasurer

triciajakubiak@ocfa.org

714.573.6301

Summary

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the third quarter of FY 2019/20.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular May 13, 2020, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and by type. Revenues and expenditures for the Capital Improvement Program (CIP) funds are also included. Revenues and expenditures for the General and CIP Funds through the third quarter are within budgetary estimates, except where noted in the attached newsletter.

Attachment(s)

Third Quarter Financial Newsletter – July 2019 to March 2020

3rd Quarter July to March 2020

Financial Newsletter

Summary

The Quarterly Financial Newsletter provides summary level information regarding the General Fund (GF) operating budget and Capital Improvement Program (CIP) budget to highlight revenue and expenditure trends and areas of note.

With the 3rd Quarter (i.e. 75%) of the fiscal year completed, General Fund actual revenues are exceeding budget estimates and expenditures are slightly lower than anticipated. As of the end of the quarter, OCFA received 69% of budgeted revenues and expended 69% of appropriations.

The OCFA continues to make progress on CIP projects with 39% of the GF CIP and 79% of the Fire Apparatus budgets expended thus far.

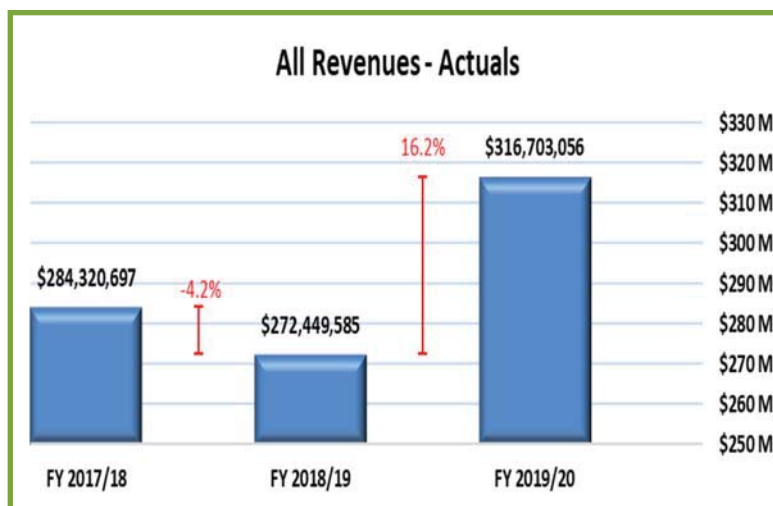
For additional info, see attached newsletter.



General Fund

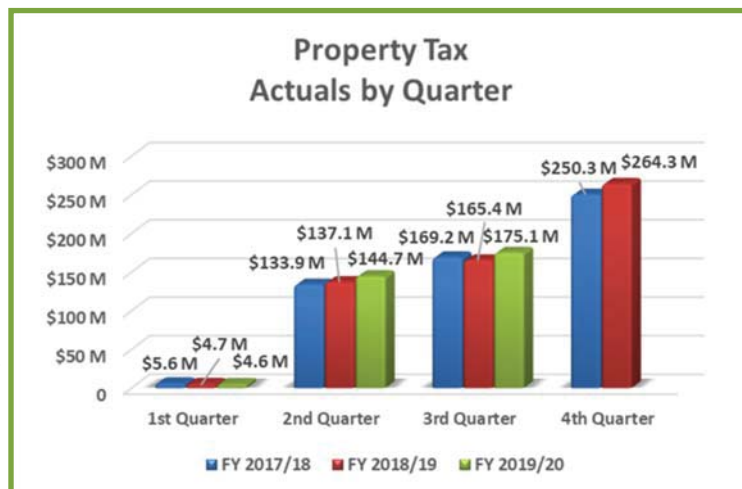
REVENUES - General Fund revenues received as of the 3rd Quarter amounted to \$316.7 million; approximately 16.2% higher than the prior year. The increase is primarily due to new revenues in the 2019/20 fiscal year such as Garden Grove contract charges and funding attributed to the FIRIS and NextGen pilot programs. The top five revenues, which are comprised of Property Taxes, Cash Contracts, State Reimbursements,

primarily due to new revenues in the 2019/20 fiscal year such as Garden Grove contract charges and funding attributed to the FIRIS and NextGen pilot programs. The top five revenues, which are comprised of Property Taxes, Cash Contracts, State Reimbursements,

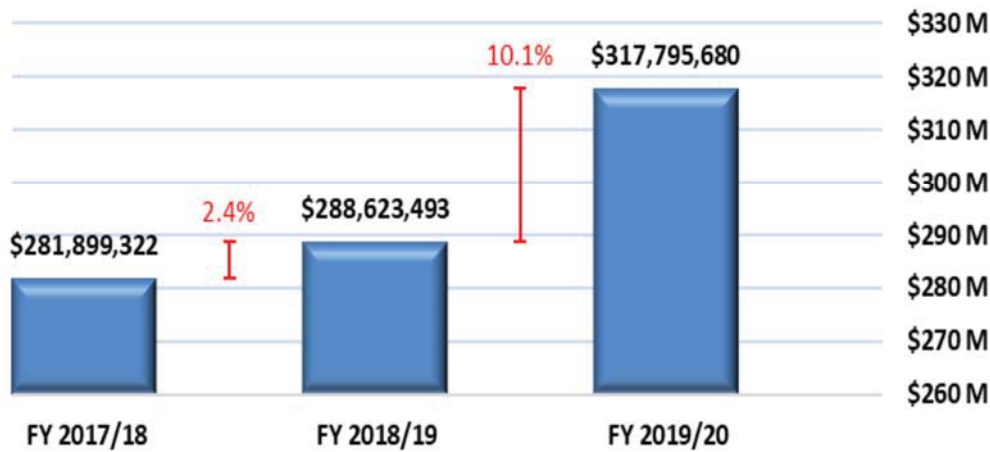


Community Redevelopment Agency Pass-Through, and Miscellaneous revenue are trending as expected.

3rd Quarter Property Tax revenues are trending at a similar pace and pattern when compared to prior fiscal years.



Expenditures - Actuals

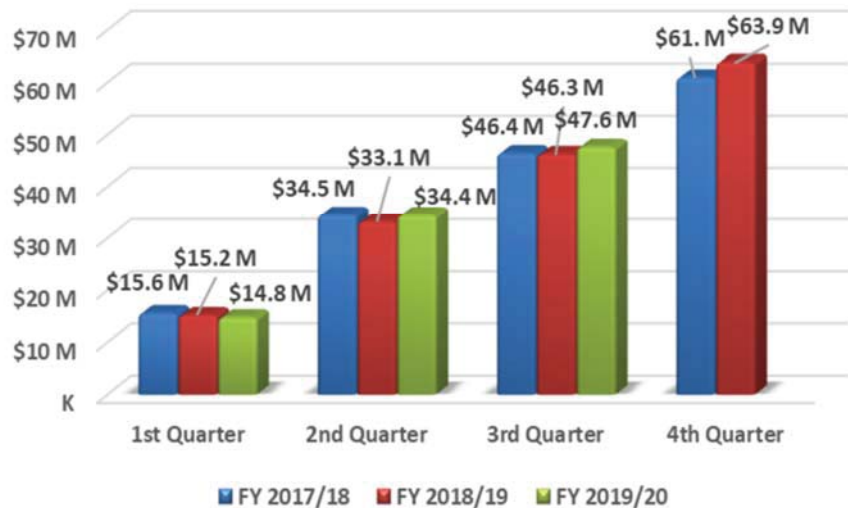


EXPENDITURES — General Fund expenditures for the 3rd Quarter amounted to \$317.8 million and reflect an increase of 10.1% when compared to the prior fiscal year. Initial budget estimates projected 3rd Quarter expenditures ending at \$327.8 million. Lower than anticipated salary and employee benefit costs due to vacancies are the drivers.

Services and supplies ended the quarter in line with expectations. The majority of COVID-19 related expenditures such as overtime and the purchase of services and supplies will be reflected in the fourth quarter report.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2017/18 through the 3rd Quarter of 2019/20. Actual overtime expenditures are trending slightly higher than last year. Overtime expenses increased this year over last due to emergency incidents and upstaffing for high fire risk weather conditions such as the October and November 2019 wind events.

Overtime Expenditures by Quarter



We hope you have found this summary information illustrative and useful. Additional detailed information is included in following Newsletter pages, including progress for each of the CIP funds.



Orange County Fire Authority

Third Quarter Financial Newsletter – July 2019 to March 2020

OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the third quarter of Fiscal Year 2019/20. Budget figures include all budget adjustments authorized by the Board through the end of the third quarter.

GENERAL FUND

With 75% of the year completed, General Fund revenues are 69.0% of budget and expenditures are 69.0% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	317,060,399	459,670,954	142,610,555	69.0%
Expenditures	317,795,680	460,806,136	143,010,456	69.0%

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

Top Five Revenues	YTD Actual Receipts	Trended YTD Budget Estimate	Variance: Actual to Budget Est. in Dollars	% Variance
Property Taxes	175,138,835	172,648,291	2,490,544	1%
Cash Contracts	103,978,121	104,329,432	(351,311)	0%
State Reimbursements	13,745,290	13,745,290	-	0%
CRA Pass-through	7,592,855	7,633,578	(40,723)	-1%
Miscellaneous	5,860,701	5,946,338	(85,637)	-1%
Total	306,315,802	304,302,928	2,012,874	1%

- **Property Taxes:** This category is exceeding budget estimates by \$2.5 million or 1%. This is due to a timing issue as current secured and unsecured are being received with earlier apportionments at a slightly higher percentage than in recent years. Ending year property tax is anticipated to come in at the budgeted amount and no adjustment is anticipated at this time.

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

Expenditures by Department	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget Est. in Dollars	% Variance
Business Services	19,416,425	19,954,588	(538,163)	-3%
Command & Emergency Planning	6,157,406	6,024,307	133,099	2%
Community Risk Reduction	7,302,712	8,263,451	(960,739)	-12%
EMS [1]	4,418,098	4,091,306	326,792	8%
Executive Management	5,143,139	6,036,234	(893,095)	-15%
Human Resources	7,045,386	7,860,321	(814,935)	-10%
Logistics	24,931,584	24,984,505	(52,921)	0%
Operations [1]	219,546,655	226,282,790	(6,736,135)	-3%
Special Operations	23,834,275	24,306,859	(472,584)	-2%
Total	317,795,680	327,804,361	(10,008,681)	-3%

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

[1] Values represent a \$600K adjustment between EMS and Operations to correct an error in the staffing system that charged Operations S&EB expenditures to EMS.

- **Community Risk Reduction** – This department’s expenditures are below budget estimates by 12% or approximately \$960K. This is primarily due to vacancies and underfilled positions throughout the department.
- **Executive Management** – This department is trending below budget estimates by approximately \$893K or 15%. This is primarily due to a portion of the Operations Support Fire Captain position costs being applied to Operations and partial year vacancy savings related to the Deputy Fire Chief of Emergency Operations. In addition, Corporate Communications is included in the Executive Management Department and had vacancies for a majority of the fiscal year that included Fire Captain PIO, Community Education Supervisor and Community Education Specialist positions.
- **Human Resources** – This department is trending below budget estimates by approximately \$815K or 10%. This is primarily due to vacancies.
- **Operations** – This department is trending below budget estimates primarily due to vacancies. While the Overtime category of salaries are exceeding budget estimates, vacancies in Operations are resulting in larger than expected salary savings at this point in the fiscal year.

Expenditures by type are outlined below, with exception details following the table:

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	280,229,983	289,931,648	(9,701,665)	-3%
Services and Supplies	35,778,844	36,393,681	(614,837)	-2%
Equipment	1,786,853	1,479,032	307,821	21%
Total	317,795,680	327,804,361	(10,008,681)	-3%

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

- **Salary & Employee Benefits** – This category is trending under budget estimates by approximately \$9.7 million or 3%. This is primarily due to vacancies throughout OCFA.
- **Equipment** – This category is trending over budget estimates by 21% or approximately \$308K. This is primarily due to equipment purchased with Grant funds in the first three quarters.

CIP FUNDS

Revenues and expenditures for the Capital Improvement Program funds are summarized below. Any variances are noted following the fund table:

General Fund CIP

Fund 12110	YTD Actual	Budget	Percent
Expenditures	3,424,870	8,900,884	38.5%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$8.9 million include funding for routine maintenance and replacement of equipment such as tablets, PCs, laptops, printers, 800 MHz radios, VHF radios, MDC system, fire station telephone/alarm system upgrade, network servers, data storage, CPR auto continuous chest compression devices, high pressure airbags, fire shelters, thermal imaging cameras, fire station bathroom gender accommodation projects, FS 41 tarmac repairs and dormitory privacy, FS 51 painting and leak repairs, and FS 6 and 26 kitchen, flooring and/or bathroom remodels.
- YTD Expenditures of approximately \$3.4 million are attributable to the CPR auto continuous chest compression devices, and various IT and Property Management projects.

Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	769,224	963,115	79.9%
Expenditures	1,021,526	9,511,707	10.7%

- Revenues in this fund are attributable to interest earned through the third quarter and an unbudgeted developer contribution.
- Appropriations of \$9.5 million include funding for replacement of Fire Station 9, 10, and 12, RFOTC Training Grounds expansion and upgrade; FS 49 Apparatus bay floor reconstruction, infrastructure security enhancements, retrofit of existing fire station life and safety systems, US&R warehouse training center improvements, and FS 42 site stabilization.
- Expenditures through the third quarter are attributable to the RFOTC Training Grounds expansion and upgrade; FS 49 apparatus bay floor reconstruction, infrastructure security enhancements and FS 42 site stabilization.

Communications & Information Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	111,030	131,948	84.1%
Expenditures	838,085	4,463,508	18.8%

- Revenues in this fund are attributable to interest earned through the third quarter.
- Appropriations of \$4.5 million include funding for: OCFA Enterprise Audio Video Equipment Upgrades, RFOTC Data Center Fire Suppression system, Disaster Recovery Co-Location facility, 800 MHz System Upgrade-OCFA base stations and ECC, Incident Reporting Application Replacement, IFP Replacement, and theHIVE cloud upgrade
- YTD Expenditures through the third quarter occurred in all projects with the exception of theHive cloud upgrade and the EMS Immunization Tracking program which was added at the mid-year.

Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	1,583,895	2,087,515	75.9%
Expenditures	13,980,056	17,698,655	79.0%

- Revenues in this fund are attributable to vehicle replacement program payments from cash contract cities, and interest earned through the third quarter.
- Expenditures in this fund include vehicle outfitting, air utility vehicle, 2 dozer tenders, 2 compact track loaders, a dozer and its tractor, foam tender, full size 4 door, 3 utility pickups, a superintendent vehicle, 13 Type I engines, a TDA 100' quint, 1 HazMat support vehicle, 6 cargo vans, 7 mid-size pickups, 4 vans, 4 general pickups, and 1 light service truck.

SUMMARY

For more information. This summary is based on detailed information from our financial system. If you would like more information or have any questions about the report, please contact Robert Cortez, Assistant Chief at 714-573-6012, or Tricia Jakubiak, Treasurer at 714-573-6301.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 28, 2020

Agenda Item No. 2D
Consent Calendar

**Temporary Contract Extension – Security Guard Service for the Regional
Fire Operations and Training Center**

Contact(s) for Further Information

Nina Collins, Assistant Chief
Human Resources Department

ninacollins@ocfa.org

714.573.6353

Jonathan Wilby, Risk Manager
Human Resources Department

jonathanwilby@ocfa.org

714.573.6832

Summary

This agenda item seeks approval to increase the agreement with Allied Universal Security Services for additional services related to COVID-19 and to extend the term for twelve months to provide sufficient time to conduct a request for proposal (RFP) to establish a new contract and, depending upon the results of the RFP, transition services to another provider.

Prior Board/Committee Action

On June 18, 2015 the Executive Committee approved the award of RFP DC2011 for 24-hour security guard services to Universal Protection Services in an amount not to exceed \$458,679 for the initial three-year term.

On June 28, 2018 the Executive Committee approved the Purchasing Manager to exercise two one-year renewal options with Allied Universal Security Services in an aggregate amount not to exceed \$345,800.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to execute Amendment Number Two to the Professional Services Agreement with Allied Universal Security Services to extend the agreement through June 30, 2021, in an amount not to exceed \$187,129.
2. Approve and authorize the Purchasing Manager to increase the blanket order contract by up to \$20,143 per month for a total not to exceed \$241,715 for the provision of additional security services due to COVID-19 as-needed.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funds are included in the General Fund budget, specifically in the Risk Management Division's budget for professional and specialized services.

Background

Original Agreement

In July 2015, OCFA entered into an agreement with Universal Protection Services to provide 24-hour site security for the Regional Fire Operations and Training Center (RFOTC). Universal Protection Services was the top-ranked firm in RFP DC2011 and has since merged with AlliedBarton to form Allied Universal Security Services.

The security guard service was established following an RFOTC Security Vulnerability Assessment conducted by security consultants Secure Strategies International, LLC. The security consultants recommended that security guard services cover 24-hours, 7 days a week, which the OCFA implemented and has maintained to date.

Current Increase and Extension

The current agreement ends on June 30, 2020, and OCFA is preparing to release a RFP for future security guard services. The timeline for this RFP was delayed due to the impacts of COVID-19 on business operations.

The agreement amount for the renewal term will increase as a result of the temporary additional services in place due to COVID-19, and because of the state-mandated increase in minimum wage effective January 1, 2021:

Position	Months	Monthly Rate	Total
Standard Services (2019 Rate)	6	\$14,943	\$89,658
Standard Services (2020 Rate)	6	\$16,245	\$97,471
Subtotal			\$187,129
Position	Months	Rate	Total
Special COVID-19 Services (2019 Rate)	6	\$20,143	\$120,858
Special COVID-19 Services (2020 Rate)	6	\$20,143	\$120,858
Subtotal			\$241,715
Maximum Potential Agreement Amount			\$428,844

The thirty-day cancellation clause remains in effect; should the RFP process and transition period be completed prior to June 30th, OCFA will exercise its right to cancel the agreement.

Attachments

Proposed Amendment Number Two to the Professional Services Agreement with Allied Universal Security Services.

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Two"), is made and entered into this 28th day of May, 2020, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Universal Protection Service, LP, doing business as Allied Universal Security Services, hereinafter referred to as "Firm". OCFA and Firm are sometimes collectively referred to herein as the "Parties".

RECITALS

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement ("Original Agreement") dated June 18, 2015 for security guard services; which is incorporated herein by this reference; and,

WHEREAS, OCFA and Firm entered into that certain First Amendment to the Agreement ("First Amendment") on June 28, 2018, extending the term of the Agreement for two additional years through June 30, 2020; and,

WHEREAS, the Original Agreement and First Amendment, are hereinafter collectively referred to as the "Agreement"; and,

WHEREAS, both Parties desire to amend the Agreement to extend the term for an additional twelve (12) month period until June 30, 2021; and,

WHEREAS, both Parties desire to amend the Agreement to increase the total contract value for services rendered through June 30, 2021.

NOW, THEREFORE, OCFA and the Firm mutually agree to amend the Agreement as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Compensation of Firm: Section 3.1.** For services rendered pursuant to the Agreement between July 1, 2020 and June 30, 2021, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "B".
3. **Term: Section 4.4.** The Agreement shall continue in full force and effect until June 30, 2021, unless earlier terminated in accordance with Section 8.5 or 8.6 of the Agreement.
4. **Same Terms and Conditions.** Except as modified above, all terms and

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT**

conditions of the Agreement shall remain unchanged and in full force and effect.

5. **Corporate Authority.** The persons executing this Amendment Two on behalf of the Parties hereto warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this Amendment Two the parties are formally bound by the provisions of this Amendment Two.

[SIGNATURES ON FOLLOWING PAGE]

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Two to be executed on the date(s) indicated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Sara Kennedy
Purchasing Manager

APPROVED AS TO FORM.

By:  _____
David E. Kendig
General Counsel

ATTEST:

Maria Huizar
Clerk of the Authority

Date: May 20, 2020


"FIRM"

**ALLIED UNIVERSAL SECURITY
SERVICES**

Date: 5/20/20

By:  _____
Steve Claton
Regional President Southwest

Date: 5/20/2020

By:  _____
Chris Bailey
Senior Regional Vice President

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT "B"
Pricing Page**

B.1 COMPENSATION

Firm shall be compensated at the following monthly amounts:

Regular Services	Months	Monthly Rate	Total
Standard Services (2019 Rate)	6	\$14,943	\$89,658
Standard Services (2020 Rate)	6	\$16,245	\$97,471
Subtotal			\$187,129
Special Services*	Months	Rate	Total
Special COVID-19 Services (2019 Rate)	6	\$20,143	\$120,858
Special COVID-19 Services (2020 Rate)	6	\$20,143	\$120,858
Subtotal			\$241,715
Maximum Potential Agreement Amount			\$428,844

**Special Services are provided on an as-needed basis and may be cancelled at any time.*

B.2 ADDITIONAL INFORMATION

Further detail of the services and rates is provided below.

2020 SECURITY BUDGET Proposal-2

Orange County Fire Authority
1 Fire Authority Road, Irvine
May 31, 2018

California Minimum Wage - \$13.00

1. **REQUIREMENT:** Provide unarmed, uniformed professional security officers who are capable of exercising good judgment, will be highly visible at all times, deter crime, and perform other duties as outlined by the client.

2. SCHEDULE:

	FRI	SAT	SUN	MON	TUE	WED	THUR
8A - 4P	1 officer	1 officer	1 officer	1 officer	1 officer	1 officer	1 officer
4P - 12A	1 officer	1 officer	1 officer	1 officer	1 officer	1 officer	1 officer
12A - 8A	1 officer	1 officer	1 officer	1 officer	1 officer	1 officer	1 officer

168 Weekly Hours

3. BUDGET ESTIMATE:

STAFF	WEEKLY HOURS	BILL RATE	HOLIDAY/ O.T. RATE	MONTHLY	ANNUALLY	PAT RATE
Post Commander	40	\$21.75	\$32.63	\$3,816.40	\$45,796.80	\$ 15.00
Security Officer	128	\$19.58	\$29.38	\$10,891.23	\$131,894.78	\$ 13.50
CyCop/Cell Phone				\$135.00	\$1,620.00	
TOTAL	168			\$14,942.63	\$179,311.58	

Extra Coverage and Specials are billed at an agreed upon hourly rate not to be less than the holiday/O.T. rate.

As a result of California Paid Sick Leave Law (AB 1522) that is effective July 1, 2015, all costs associated with the law will be billed as incurred.

4. **HOLIDAYS:** AUS recognizes the following holidays. Security officers working on these days will be paid time and one-half. Client will be billed at the overtime rate/holiday rate for those days.

New Years Day
Independence Day

President's Day
Labor Day

Memorial Day
Thanksgiving Day
Christmas Day



UNIVERSAL PROTECTION SERVICE

2021 SECURITY BUDGET

Orange County Fire Authority

1 Fire Authority Road

Irvine, CA

Tuesday, May 19, 2020

1. **REQUIREMENT:** Provide unarmed, uniformed professional security officers who are capable of exercising good judgment, will be highly visible at all times, deter crime, and perform other duties as outlined by the client.

2. SCHEDULE:

SHIFT	FRI	SAT	SUN	MON	TUE	WED	THUR
8am-4pm	PC	1 Officer	1 Officer	PC	PC	PC	PC
4pm-12am	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer
12am-8am	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer
8am-4pm & 5pm Covid	2 Officer's	1 Officer	1 Officer	2 Officer's	2 Officer's	2 Officer's	2 Officer's
4pm-12am Covid	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer
4pm-12am Covid	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer	1 Officer

3. BUDGET ESTIMATE:

STAFF POSITION	WEEKLY HOURS	BILL RATE	HOLIDAY & OT RATE	MONTHLY	ANNUALLY	WAGE RATE
Post Commander	40	\$23.52	\$35.28	\$4,126.98	\$49,523.71	\$16.00
Security Officers	128	\$21.32	\$31.97	\$11,968.23	\$143,618.76	\$14.50
COVID 19 Guards	208	\$21.32	\$31.97	\$19,448.37	\$233,380.49	\$14.50
COVID 19 Guards OT	5	\$31.97	\$31.97	\$694.55	\$8,334.58	\$21.75
Sub Total (Labor)	381			\$ 36,238.13	\$434,857.55	
Grand Total (incl. Equipment)				\$ 36,388.13	\$436,657.55	

Notes:

- a) Extra coverage and specials are billed at \$35.28 Per Hour.
- b) As a result of California paid sick leave Law (AB 1522) that is effective July 1, 2015, all costs associated with the law will be billed as incurred.
- c) Allied Universal may bill any costs incurred as a result of change in federal, state, or local legislation or taxes.

4. EQUIPMENT:

	UNIT PRICE	QUANTITY	MONTHLY	ANNUALLY
CyCop/Cell Phone	\$ 150.00	1	\$150.00	\$1,800.00
			\$0.00	\$0.00
Total			\$150.00	\$1,800.00

5. **HOLIDAYS:** Allied Universal recognizes the following holidays. Security officers working on these days will be paid time and one-half. Client will be billed at the overtime rate/holiday rate for those days.

New Years Day
Independence Day

President's Day
Labor Day

Memorial Day
Thanksgiving Day

Christmas Day



Client Approval

Name: _____
Signature: _____
Title: _____
Date: _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 28, 2020

Agenda Item No. 2E
Consent Calendar

Architectural and Design Support Services for Fire Station Renovations
Project: Stations 14 & 16 (Silverado) and 32 & 53 (Yorba Linda)

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 issue a professional services agreement and one-time purchase order to Gillis & Panichapan Architects, Inc. (GPa) for architectural and engineering support services for the planned renovations of OCFA Fire Stations 14 & 16 (Silverado) and Stations 32 & 53 (Yorba Linda).

Prior Board/Committee Action(s)

On January 23, 2020, the Executive Committee authorized the award of a one-time Purchase Order to Griffin Structures in the amount of \$285,000 for project and construction management services over the course of a two-year period for the planned renovations of OCFA Fire Stations 14, 16, 32 and 53.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a Professional Services Agreement and one-time Purchase Order in the amount of \$274,250 to Gillis & Panichapan for design and architectural support services for station renovations.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the station renovation project has been approved in the Adopted FY 2019/20 Capital Improvement Program (CIP) Budget, specifically in Fund 12110 General Fund CIP.

Background

Project Description

The Fire Station Renovations Project includes the renovations of bathroom facilities and dormitory privacy to four separate stations (Stations 14, 16, 32, and 53). It is estimated that total preconstruction will have a duration of approximately 10 months. Additionally, we anticipate the total duration of construction to last a total of 12 months. Though the scope of this project is limited due to phasing constraints and the need to minimize disruption of the occupant, it is believed that at least two of the projects (Station 32 and 53) will require extensive phasing, which will in turn prolong the schedule.

GPa will be responsible for architectural and engineering design services, plan check approval support and support through the bidding and construction portion of the renovation project.

Selection of Firm

On March 7, 2019, Request for Qualifications (RFQ) RO2362 was issued to identify firms that are qualified to provide construction related professional services on an as needed basis. Final qualifications were due April 4, 2019, and 36 proposals were received. GPa submitted a responsive proposal and was deemed qualified by the OCFA staff.

In accordance with California Government Code 4526, the OCFA must select a project management firm “on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.” Griffin Structures, Inc., responsible for the project and construction management portion of the project, in conjunction with the OCFA selection committee, recommended GPa based on a proven track record on past projects the firms have successfully completed together. GPa has a strong resume in tenant improvement projects and public safety facilities, some examples include:

ADA Upgrades at SCE Facilities, Southern California Edison- Throughout Southern California

GPa provided accessible retrofits and upgrades for SCE Service centers and offices throughout Southern California as a response to City requirements from our proposed building renovations. This included both interior and exterior renovation.

Parks Restroom Buildings, Corona CA

Developed ADA retrofit remodels on a dozen of existing park building restroom facilities throughout the City of Corona. Including structural modifications, door and plumbing fixture replacement at the facilities.

Town of Yucca Valley- Conversion of Existing Bank into County Library

Town of Yucca Valley retained GPa to develop a new county library to occupy the infrastructure of the original iconic mid-20th century bank facility. The renovation included major accessibility upgrades to path of travel, and restroom facilities.

Because of the firm’s size, they are able to provide a level of service that larger firms cannot. GPa, in partnership with H2S Engineers, Inc., will have the capacity to provide the design and support services for this project within the requested timeline while remaining cost competitive.

Recommendation

Staff is recommending approval to authorize the Purchasing Manager to issue a professional services agreement and a one-time Purchase Order with GPa for the architectural and engineering support services for planned renovation projects for Stations 14, 16, 32, 53.

Attachment(s)

1. Professional Services 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 28th day of May 2020, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Gillis and Panichapan Architects, Incorporated, 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 architectural/engineering and construction project management services at OCFA Fire Stations 16, 14, 53, and 32, hereinafter referred to as "Project".

WHEREAS, Firm has submitted to OCFA a proposal dated March 24, 2020, a copy of which is attached hereto and is incorporated herein by this reference; and

WHEREAS, in response to Request for Qualifications RO2362, Firm submitted a statement dated April 3, 2019, a copy of which is attached hereto 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 Proposal 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 Exhibits "A" and "B", and (2) OCFA Request for Qualifications Number RO2362 (the "RFQual"). 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) the main body of this Agreement (2nd) the RFQual, and (3rd) Contractor's Proposal.

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 \$274,250. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

Included within the compensation are all of Firm's ordinary office and overhead expenses, its agent's and employee's compensation, meetings with OCFA representatives, and incidental costs to perform the stipulated Services.

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 August 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: Jack Panichapan, AIA, Principal, CEO

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 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.

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.

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

WITH COPY TO:

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

To Firm:

Gillis and Panichapan Architects, Inc.
Attention: Jack Panichapan
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626

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.

[SIGNATURE PAGE FOLLOWS]

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy
Purchasing Manager

APPROVED AS TO FORM.

By:  _____

David E. Kendig
General Counsel

Date: 5/20/2020

ATTEST:

Martha Halvorson
Acting Clerk of the Board

"FIRM"

**GILLIS AND PANICHAPAN
ARCHITECTS, INCORPORATED**

Date: 5/11/2020

By:  _____

Jack Panichapan
Chief Executive Officer

Date: _____

By: _____

EXHIBIT "A"
Proposal



architecture • interior • planning

2900 Bristol Street, Suite G-205 Costa Mesa, CA 92626 Tel 714.668.4260 Fax 714.668.4265 www.gparchitects.org

March 24, 2020

Robert Godfrey, CCM
Sr. Program & Construction Manager
Griffin Structures

Re: Design and Architectural Services for selective renovation of Four (4) OCFA Fire Station Facilities

Robert,

The following is a scope of work and proposal to provide architectural and engineering support services for four (4) separate Fire Station Facilities (two in Silverado: Stations 16 and 14, and two in Yorba Linda: Stations 53 and 32). GPd understands that the OCFA is interested in simplicity, durability, long service life, and lower maintenance costs

We understand that this project would involve design development, and construction documents through construction administration support. Please see enclosed scope of work for a more detailed description of the services that GPd will be providing.

This proposal includes the following separate items for each of the four (4) respective Fire Station Facilities:

- Detailed Scope of Work
- Preliminary Estimated Project Schedule
- Proposed Fee Schedule
- Plans depicting scope

We have tailored our scope and subsequent fee proposal to accommodate the scope of work, realizing that there is latitude in both parameters to be discussed during the contract negotiation.

Respectfully,

A handwritten signature in black ink, appearing to read 'JP' or similar initials.

Jack Panichapan, AIA, Principal, CEO
Gillis + Panichapan Architects, Inc.



Orange County Fire Authority: Station 16

28891 Modjeska Canyon Road, Silverado, CA 92676

March 24, 2020

Background and Understanding

The main highlights of the scope include the following:

- Remodel existing restroom into a minimum of two (2) all-gender restrooms including showers an approximately 12' by 19' area (see attached diagram exhibit).
- The station is on a septic system
- This is a volunteer station so it is not occupied.

Improvement to the existing facility is to comply with code and accessibility regulations to best extent possible within limitations of the immediate areas of proposed alterations. Exterior site improvements and parking alterations are not anticipated for this project.

Architectural Design scope:

- Provide schematic design and deliver possible options for the reconfigurations of the restrooms.
- Provide design and service support from design development through construction support stages including plan check with local jurisdiction.

Mechanical design scope shall include:

- a. Verify heating & cooling Load calculations for restroom.
- b. Title 24 calculations for the compliance with 2019 California energy standards.
- c. Prepare mechanical design drawing to include new/existing equipment schedule, sizing and location, new duct layout, new diffuser/register per new floor plan layout, installation details for equipment and ductwork, as needed.

Plumbing design scope shall include:

- a. Prepare plumbing design drawing to include waste and vent system, new sink as required, cold water layouts for equipment requiring plumbing utilities, isometric diagrams as applicable and fixture calculation for plan check approval.

Electrical Scope shall include:

- a. Electrical design drawings to include Lighting, power and extension/modification of existing electrical infrastructure for renovated space, single line diagrams, panel schedules and details.
- b. Electrical T-24 Calculations.

Structural Allowance:

Limited to removal/installation of non-bearing walls, slab cuts for plumbing relocation and stud/ceiling joist sizing. No building footprint changes, room additions which change the square footage or removal or modifying of bearing/shear/exterior walls, etc. will be involved.

**Approach**

Throughout the project, GPd will be providing Project Coordination which includes meetings and coordination, design refinements with OCFA, and other constituents that may provide design input, suggestions or building and engineering input for the project.

We will be accomplishing this in six primary tasks (Tasks 1-6):

Task 1: Field verification, Background Drawings, and Analysis

Information gathering and develop base plans for the existing conditions:

- a. A kick-off meeting with OCFA and GPd to review and refine scope and schedule, and identify milestones.
- b. Survey building facility and verify record drawings with existing conditions.
- c. Update record drawings with more specific existing conditions found from the field observations. Produce back-ground as-built drawings.
- d. Identify opportunities and constraints for proposed improvements.

Task 2: Building Assessments and Schematic Design Development

Based on field verified drawings, develop schematic Plan schemes to review with OCFA and respond to Input. Review and/or survey mechanical, plumbing, and electrical infrastructure. Develop Conceptual plan schemes:

- a. Design Development: With the Field Survey data described in Task 1, and field verified existing background drawings, prepare Schematic Design plans, and preliminary outline specifications.
- b. Input and Workshop: Meet with OCFA and others to obtain input and revise the Conceptual Design as necessary to obtain OCFA approval.
- c. Assessment on Design Impacts: Discuss and document any potential hardship challenges that would restrict on certain aspects of the proposed design (including code compliance).
- d. Deliver the following materials:
 - i. Proposed Floor Plan exhibit as described above suitable for OCFA review. (2-3 options)
 - ii. Documentation of any potential hardships in code compliance for the proposed design based on existing condition of facility.

Task 3: Construction Documents

GPd would provide necessary professional services for the preparation of project drawings, and specifications for the project needed for plan check,

- a. Perform engineering site visits as necessary
- b. Identify existing utilities related to the proposed improvements
- c. Prepare 65%, 90%, and 100%. Entitlement to County/ City at 90%
- d. Statement of Probable Cost Estimate (SoPC)- Prepared at 65, 90, and 100 stages- provide rough order of magnitude cost estimates during construction document submittal stages.



- e. Prepare contract drawings with sufficient details for construction in accordance with Code Standards, California Building Code, and any other applicable regulations.

Deliverables

- 65% construction document drawings
- 90% construction document drawings, specifications (Entitlement)
- 100% contract drawings, specifications

TASK 4: Entitlement

- a. GPa will assist with obtaining required plan check review and approval as required by the City Building Dept. Submit plans to City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities
- b. Includes any required meetings and Revisions from input from the City after the initial submittal. Review and incorporate all applicable comments from the County of Orange and Agencies Having Jurisdiction (AHJ), and make necessary changes.
- c. Provide Project Management to coordinate City Requirements with engineer sub-consultant's information

(**Entitlement scope excludes Building Department or Plan Check Submittal Fees, City Business License fees (if required) or any other 3rd party fees)

TASK 5: Bid Support

Provide assistance and coordination to OCFA for Public Bidding of the project. Attend the pre-bid meeting upon request. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). Prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.

TASK 6: Construction Support

On a Time and Material Basis, provide assistance to OCFA during Construction as needed.

- a. Assist OCFA and respond to any request or directives.
- b. Upon OCFA request, attend Project meetings with OCFA, contractors, and Project manager during Project bidding and construction (Up to 3 site visits).
- c. Provide the following services for the Project and coordinate with OCFA in accordance with the Project construction schedule:
 - i. Provide interpretation and clarifications to the construction documents.
 - ii. Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.
 - iii. Upon OCFA's request, attend on-site Project meetings to review contractor's work.
 - iv. Respond to contractor's Request for Information (RFI) and other inquiries during Project construction.



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Exclusions and Additional Services:

Any modifications to the site around the building or accessibility improvements of the exterior site conditions. We do not anticipate that this project would require the scope of Civil Engineering which can include the following:

- Potential Required ADA Improvements outside of the immediate scope of work limits (Building and Site)
- Civil Site Improvement Plan

GPd can add this scope as an additional service if Civil Engineering is needed or requested for any site improvements that would occur as a result of the proposed interior renovation.



Preliminary Anticipated Schedule

TASKS Anticipated Approx. Duration

TASK 1: Inventory and Analysis **1 weeks**

TASK 2: Design Development **3 weeks**

Refine and Develop Approved Drawings 2 weeks

OCFA Review and Incorporate comments 1 week

TASK 3: Construction Documents **8-10 weeks***

65 Percent Design Drawings milestone 2 weeks

90 Percent Design Drawings ready for plan check 2 weeks

Anticipated Plan Check Approval* 4-6 weeks (see below) *

100 Percent (Final) Contract Drawings (Bid Set) 2 weeks

TASK 4: Entitlement (within TASK 3) **4 - 6 weeks***

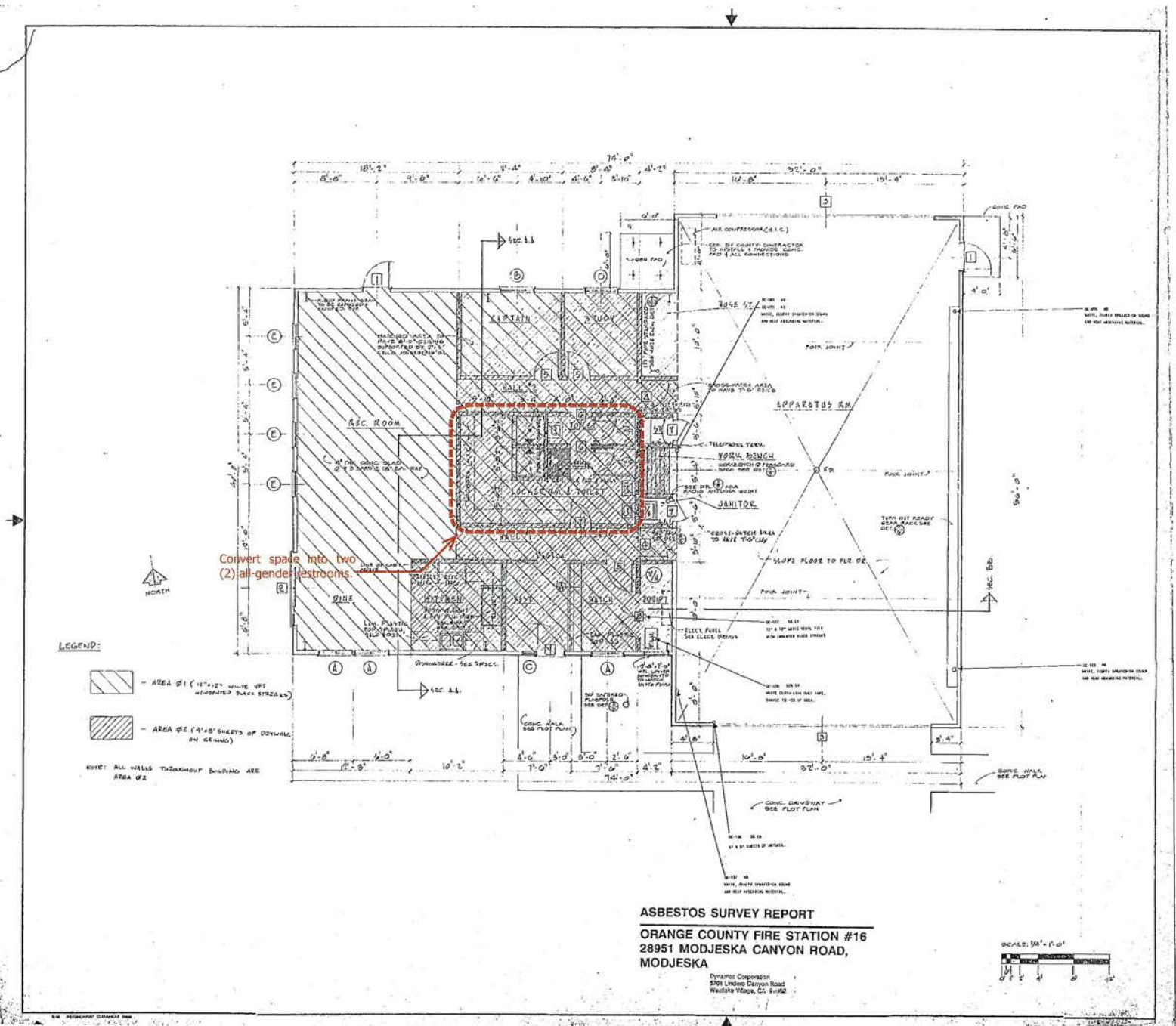
*Additional time period is provided during the Construction Documentation stage primarily to consider the length of the Plan Check Review Process.

Approximate time for TASK 1- TASK 4: **approximately 14 weeks** (~3.5 months)

TASK 5: Bid Services completed (1 month to submit and review bids)

TASK 6: Construction Services (estimated 2-3-month construction duration)

(1) FIRE STATION 16 SCOPE EXHIBIT



(1) FIRE STATION 16 FEE EXHIBIT

1) Orange County Fire Authority: Station 16
28891 Modjeska Canyon Road, Silverado, CA 92676
3/24/2020

	ARCHITECT				ARCHITECT	
	Principal	Project Dir.	Project Arch	Job Captain		Designer
1) Orange County Fire Authority: Station 16						
28891 Modjeska Canyon Road, Silverado, CA 92676						
3/24/2020						
1 Kick-off meeting, Field verification, Background Drawings, and Analysis						
a Coordination for information gathering: A kick-off meeting with the OCFA and GPs to review and refine scope and schedule, and identify critical milestones. GPs would produce a baseline schedule of work and conduct periodic meetings.	2	2			\$680	
b Survey building facility and verify record drawings Survey site and verify record drawings with existing conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.		4	4		\$1,160	
c Update record drawings with existing conditions. Document existing site conditions. Produce back-ground as-built drawings. Identify opportunities and constraints for proposed improvements for the site		2	4	6	4	\$1,740
d Identify opportunities and constraints for proposed improvements			2	2		\$460
TASK 1 TOTAL						
	2	8	10	8	4	\$4,040

2 Site Assessments and Design Development					
a Design Development: Prepare Conceptual Design based on field verified background drawings, prepare Conceptual Design, and prepare preliminary product specifications		6	8	8	\$2,770
b Input and Workshop: Meet with OCFA and others to obtain input and revise the Conceptual Design as necessary to receive OCFA approval.	3	4			\$1,175
c Assessment on Design Impacts: Document any potential hardship challenges that would restrict code compliance on certain aspects of the design within the existing building.		2	4	4	\$1,390
d Project Management: Package Concept Presentation, Review design and documented scope and extent of design is confirmed moving forward.		2	2		\$580
TASK 2 TOTAL:	3	14	14	12	\$5,915

3 Construction Documents					
a 65-Percent CDs: Development of 60-percent Demo, Architectural, Structural and MEP. Prepare preliminary technical specifications. Provide coordination with Engineering design development. Include technical specifications defining the overall project and design criteria for finishes.	2	6	12	18	\$5,910
b 90-Percent CDs and Plan Check Process: Set of building improvements including engineering is complete prepared and plan check review. Plan Check Process: submit to OCFA Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities. ADA assessments and improvements.		4	8	12	\$3,800
c 100-Percent CDs: Final comments will be incorporated from the design review meeting and plan check to complete the final drawing and specifications.		4	6	8	\$2,830
d Statement of Probable Costs (SoPC): Provide a statement of Probable Cost for CDs at 65, 95, and 100 stages		4	8	4	\$2,080
e Project Management: coordinate with engineer sub-consultants		2	2	2	\$770
TASK 3 TOTAL:	2	20	36	44	\$15,390

4 Entitlement with City/County Plan Check					
a GPa will assist with obtaining required permits review and approval as required by the City Building Dept. Submit plans to City Plan Check.	2	2	4	2	\$1,120
b Meetings and Revisions from Input from the County after the initial submittal. Review and incorporate all applicable comments from the County of San Bernardino and Agencies Having Jurisdiction (AHJ), and make necessary changes.	2	2	4	6	\$1,440
c Project Management-coordinate County Requirements with engineer sub-consultants	2				\$310
TASK 4 TOTAL:	0	6	4	8	\$2,870

5 Bid and Construction Support					
a Bid Phase Services: Attend the pre-bid meeting as requested. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.		2	6	4	\$1,500
b Project Management- assist with providing information, drawings and specifications from project team into the bidding documents.			2		\$270
TASK 5 TOTAL:	0	2	8	4	\$1,770

6 Construction Support					
a Architectural Support Services During Construction:review and guide the progress and direction of construction documents including RFI response, GPa would review Shop Drawings, Product Data, Samples and similar submittals to verify conformity with the information by the original contract documents.	2	12	16	9	\$5,965
b Site Visits During Construction: provide meeting on-site (Up to 3 site visits w architect)		8	4	4	\$2,160
c Project Close-Out: Participate in final walk through of the site. Assist in the development of Project punch list.		4	4	2	\$1,510
d Project Management-Coordination and administration		1	2	2	\$615
TASK 6 TOTAL:	2	25	26	17	\$10,250

Hours:	9	75	98	93	61	\$40,235
Total Hours					336	
Hourly Rates:	\$185	\$155	\$135	\$95	\$80	SUB-TOTAL

\$40,235 Architecture

Architecture (Task 1-6)	\$40,235
Engineering Consultants and Reimbursables	
MEP Engineering	\$4,600
Consultant Coordination and Management	\$690
Structural Engineering Allowance	\$1,000
Reimbursables	\$225
GRAND TOTAL: Architecture and Engineering Total	\$46,750

Cost Estimating Services for FS #16

Schematic Design Stage	\$4,500
65% CD Stage	\$4,000
90% CD Stage	\$1,200
100% CD Stage	\$1,200
Total Cost Estimates for Project	\$10,900

GRAND TOTAL with Cost Estimates \$57,650

***Reimbursable:** Covers costs for specialty printing, delivery fees, and travel. City Business License fees (if required for the entire A/E/E Team). This reimbursable allowance covers fees beyond general BLM printing fees on standard ledger or tabloid size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized prints/ reproductions are not included in our fee. These items are "reimbursable" items and will be shown separately on our invoice with a 10% coordination fee.

NOTE on Plan Check Fees: Reimbursables and fees shown here do not include Building Department or Plan check Submittal Fees, or any other 3rd party fees not indicated in this scope. Scope of entitlement does not include design of potential accessible upgrades that may be required for the overall building and site outside the immediate project.



Orange County Fire Authority: Station 14

29402 Silverado Canyon Road, Silverado, CA 92676

March 24, 2020

Background and Understanding

The main highlights of the scope include the following:

- Remodel existing restroom into a minimum 2 all-gender restrooms including showers within an approximately 12' by 18' area (see attached diagram).
- The station is on a septic system
- This is a volunteer station so it is not occupied.

Improvement to the existing facility is to comply with code and accessibility regulations to best extent possible within limitations of the immediate areas of proposed alterations. Exterior site improvements and parking alterations are not anticipated for this project.

Architectural Design scope:

Provide schematic design and deliver possible options for the reconfigurations of the restrooms. Provide design and service support from design development through construction support stages including plan check with local jurisdiction.

Mechanical design scope shall include:

- a. Verify heating & cooling Load calculations for restroom.
- b. Title 24 calculations for the compliance with 2019 California energy standards.
- c. Prepare mechanical design drawing to include new/existing equipment schedule, sizing and location, new duct layout, new diffuser/register per new floor plan layout, installation details for equipment and ductwork, as needed.

Plumbing design scope shall include:

- a. Prepare plumbing design drawing to include waste and vent system, new sink as required, cold water layouts for equipment requiring plumbing utilities, isometric diagrams as applicable and fixture calculation for plan check approval.

Electrical Scope shall include:

- a. Electrical design drawings to include Lighting, power and extension/modification of existing electrical infrastructure for renovated space, single line diagrams, panel schedules and details.
- b. Electrical T-24 Calculations.

Structural Allowance:

Limited to removal/installation of non-bearing walls, slab cuts for plumbing relocation and stud/ceiling joist sizing. No building footprint changes, room additions which change the square footage or removal or modifying of bearing/shear/exterior walls, etc. will be involved.



Approach

Throughout the project, GPa will be providing Project Coordination which includes meetings and coordination, design refinements with OCFA, and other constituents that may provide design input, suggestions or building and engineering input for the project.

We will be accomplishing this in six primary tasks (Tasks 1-6):

Task 1: Field verification, Background Drawings, and Analysis

Information gathering and develop base plans for the existing conditions:

- a. A kick-off meeting with OCFA and GPa to review and refine scope and schedule, and identify milestones.
- b. Survey building facility and verify record drawings with existing conditions.
- c. Update record drawings with more specific existing conditions found from the field observations. Produce back-ground as-built drawings.
- d. Identify opportunities and constraints for proposed improvements.

Task 2: Building Assessments and Schematic Design Development

Based on field verified drawings, develop schematic Plan schemes to review with OCFA and respond to input. Review and/or survey mechanical, plumbing, and electrical infrastructure. Develop Conceptual plan schemes:

- a. Design Development: With the Field Survey data described in Task 1, and field verified existing background drawings, prepare Schematic Design plans, and preliminary outline specifications.
- b. Input and Workshop: Meet with OCFA and others to obtain input and revise the Conceptual Design as necessary to obtain OCFA approval.
- c. Assessment on Design Impacts: Discuss and document any potential hardship challenges that would restrict on certain aspects of the proposed design (including code compliance).
- d. Deliver the following materials:
 - i. Proposed Floor Plan exhibit as described above suitable for OCFA review. (2-3 options)
 - ii. Documentation of any potential hardships in code compliance for the proposed design based on existing condition of facility.

Task 3: Construction Documents

GPa would provide necessary professional services for the preparation of project drawings, and specifications for the project needed for plan check,

- a. Perform engineering site visits as necessary
- b. Identify existing utilities related to the proposed improvements
- c. Prepare 65%, 90%, and 100%. Entitlement to County/ City at 90%
- d. Statement of Probable Cost Estimate (SoPC)- Prepared at 65, 90, and 100 stages- provide rough order of magnitude cost estimates during construction document submittal stages.



- e. Prepare contract drawings with sufficient details for construction in accordance with Code Standards, California Building Code, and any other applicable regulations.

Deliverables

- 65% construction document drawings
- 90% construction document drawings, specifications (Entitlement)
- 100% contract drawings, specifications

TASK 4: Entitlement

- a. GPa will assist with obtaining required plan check review and approval as required by the City Building Dept. Submit plans to City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities
- b. Includes any required meetings and Revisions from input from the City after the initial submittal. Review and incorporate all applicable comments from the County of Orange and Agencies Having Jurisdiction (AHJ), and make necessary changes.
- c. Provide Project Management to coordinate City Requirements with engineer sub-consultant's information

(**Entitlement scope excludes Building Department or Plan Check Submittal Fees, City Business License fees (if required) or any other 3rd party fees)

TASK 5: Bid Support

Provide assistance and coordination to OCFA for Public Bidding of the project. Attend the pre-bid meeting upon request. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). Prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.

TASK 6: Construction Support

On a Time and Material Basis, provide assistance to OCFA during Construction as needed.

- a. Assist OCFA and respond to any request or directives.
- b. Upon OCFA request, attend Project meetings with OCFA, contractors, and Project manager during Project bidding and construction (Up to 3 site visits).
- c. Provide the following services for the Project and coordinate with OCFA in accordance with the Project construction schedule:
 - i. Provide interpretation and clarifications to the construction documents.
 - ii. Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.
 - iii. Upon OCFA's request, attend on-site Project meetings to review contractor's work.
 - iv. Respond to contractor's Request for Information (RFI) and other inquiries during Project construction.



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Exclusions and Additional Services:

Any modifications to the site around the building or accessibility improvements of the exterior site conditions. We do not anticipate that this project would require the scope of Civil Engineering which can include the following:

- Potential Required ADA improvements outside of the immediate scope of work limits (Building and Site)
- Civil Site Improvement Plan

GP can add this scope as an additional service if Civil Engineering is needed or requested for any site improvements that would occur as a result of the proposed interior renovation.



Preliminary Anticipated Schedule

TASKS Anticipated Approx. Duration

TASK 1: Inventory and Analysis **1 week**

TASK 2: Design Development **3 weeks**

Refine and Develop Approved Drawings 2 weeks

OCFA Review and Incorporate comments 1 week

TASK 3: Construction Documents **8-10 weeks***

65 Percent Design Drawings milestone 2 weeks

90 Percent Design Drawings ready for plan check 2 weeks

Anticipated Plan Check Approval* 4-6 weeks (see below) *

100 Percent (Final) Contract Drawings (Bid Set) 2 weeks

TASK 4: Entitlement (within TASK 3) **4 - 6 weeks***

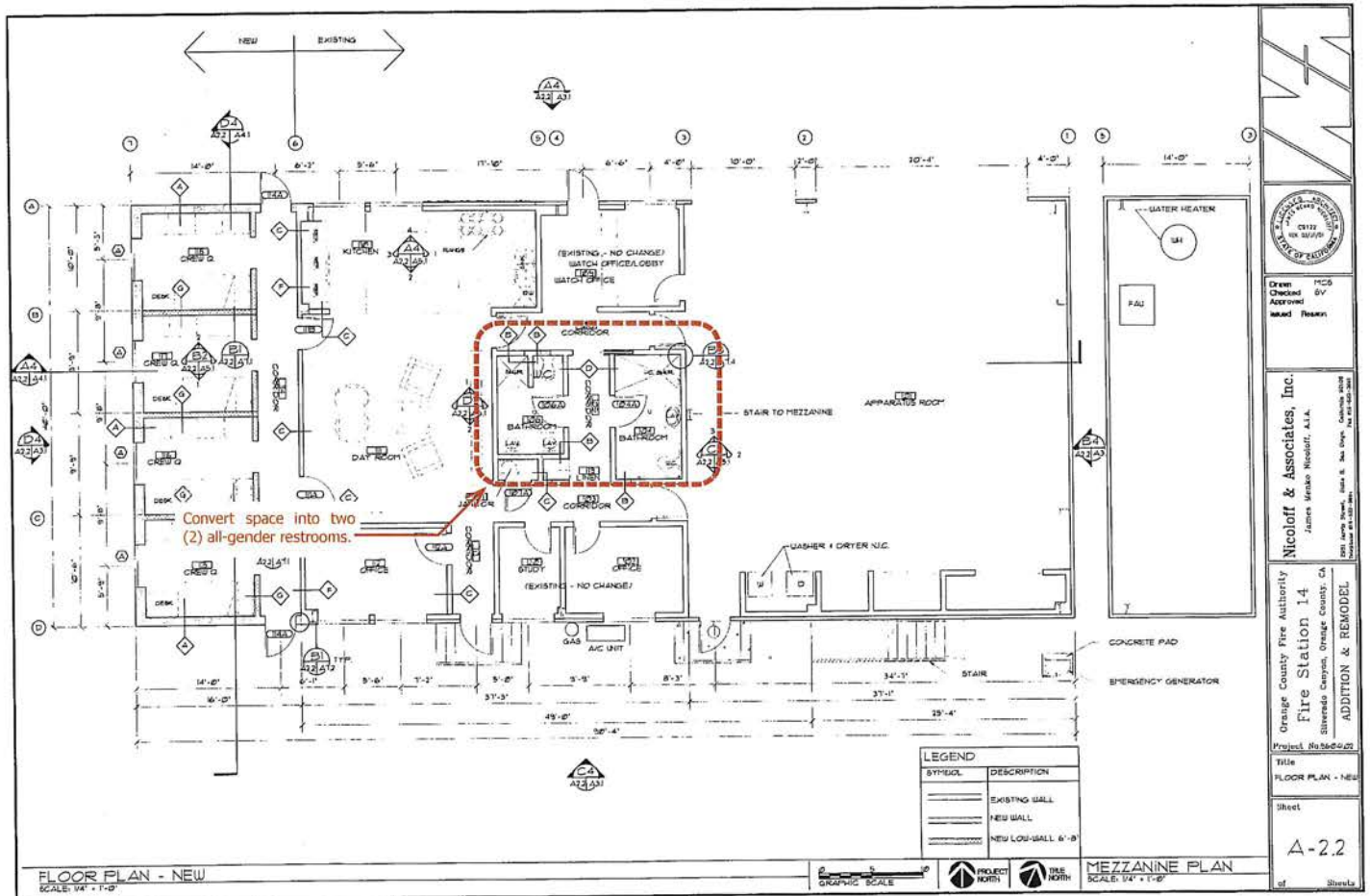
*Additional time period is provided during the Construction Documentation stage primarily to consider the length of the Plan Check Review Process.

Approximate time for TASK 1 - TASK 4: **approximately 14 weeks** (~3.5 months)

TASK 5: Bid Services completed (1 month to submit and review bids)

TASK 6: Construction Services (estimated 2-3-month construction duration)

(2) FIRE STATION 14 SCOPE EXHIBIT



(2) FIRE STATION 14 FEE EXHIBIT

2) Orange County Fire Authority: Station 14

29402 Silverado Canyon Road, Silverado, CA 92676
3/24/2020

		ARCHITECT					ARCHITECT		
		Principal	Project Dir.	Project Arch	Job Captain	Designer			
2) Orange County Fire Authority: Station 14									
29402 Silverado Canyon Road, Silverado, CA 92676									
3/24/2020									
1 Kick-off meeting, Field verification, Background Drawings, and Analysis									
a	Coordination for information gathering: A kick-off meeting with the OCFA and GPs to review and refine scope and schedule, and identify critical milestones. GPs would produce a baseline schedule of work and conduct periodic meetings.	2	2				\$680		
b	Survey building facility and verify record drawings: Survey site and verify record drawings with existing conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.		4	4			\$1,160		
c	Update record drawings with existing conditions. Document existing site conditions. Produce back-ground as-built drawings. Identify opportunities and constraints for proposed improvements for the site		2	4	6	4	\$1,740		
d	Identify opportunities and constraints for proposed improvements			2	2		\$460		
		TASK 1 TOTAL:					\$4,040		
2 Site Assessments and Design Development									
a	Design Development: Prepare Conceptual Design based on field verified background drawings, prepare Conceptual Design, and prepare preliminary product specifications		6	8	8		\$2,770		
b	Input and Workshops: Meet with OCFA and others to obtain input and revise the Conceptual Design as necessary to receive OCFA approval.	3	4				\$1,175		
c	Assessment on Design Impacts: Document any potential hardship challenges that would restrict code compliance on certain aspects of the design within the existing building.		2	4	4	2	\$1,390		
d	Project Management: Package Concept Presentation, Review design and documented scope and extent of design is confirmed moving forward.			2	2		\$580		
		TASK 2 TOTAL:					\$5,915		
3 Construction Documents									
a	65-Percent CDs: Development of 60-percent Demo, Architectural, Structural and MEP. Prepare preliminary technical specifications. Provide coordination with Engineering design development. Include technical specifications defining the overall project and design criteria for finishes.	2	6	12	18	16	\$5,910		
b	90-Percent CDs and Plan Check Process: Set of building improvements including engineering is complete prepared and plan check review. Plan Check Process: submit to OCFA Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities. ADA assessments and improvements.		4	8	12	12	\$3,800		
c	100-Percent CDs: Final comments will be incorporated from the design review meeting and plan check to complete the final drawing and specifications.		4	6	8	8	\$2,830		
d	Statement of Probable Costs (SoPC)- Provide a statement of Probable Cost for CDs at 65, 95, and 100 stages		4	8	4		\$2,080		
e	Project Management: coordinate with engineer sub-consultants		2	2	2		\$770		
		TASK 3 TOTAL:					\$15,390		
4 Entitlement with City/County Plan Check									
a	GPs will assist with obtaining required permits review and approval as required by the City Building Dept. Submit plans to City Plan Check.		2	2	4	2	\$1,120		
b	Meetings and Revisions from input from the County after the initial submittal. Review and incorporate all applicable comments from the County of San Bernardino and Agencies Having Jurisdiction (AHJ), and make necessary changes.		2	2	4	6	\$1,440		
c	Project Management-coordinate County Requirements with engineer sub-consultants		2				\$310		
		TASK 4 TOTAL:					\$2,870		
5 Bid and Construction Support									
a	Bid Phase Services: Attend the pre-bid meeting as requested. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.		2	6	4		\$1,500		
b	Project Management- assist with providing information, drawings and specifications from project team into the bidding documents.			2			\$270		
		TASK 5 TOTAL:					\$1,770		
6 Construction Support									
a	Architectural Support Services During Construction:review and guide the progress and direction of construction documents including RFI response, GPs would review Shop Drawings, Product Data, Samples and similar submittals to verify conformity with the information by the original contract documents.	2	12	16	9	9	\$5,965		
b	Site Visits During Construction: provide meeting on-site (Up to 3 site visits w architect)		8	4	4		\$2,160		
c	Project Close-Out: Participate in final walk through of the site. Assist in the development of Project punch list.		4	4	2	2	\$1,510		
d	Project Management-Coordination and administration		1	2	2		\$615		
		TASK 6 TOTAL:					\$10,250		
			Hours:	9	75	98	93	61	\$40,235
			Total Hours	336					
			Hourly Rates:	\$185	\$155	\$155	\$95	\$60	SUB-TOTAL
									\$40,235 Architecture

Architecture (Task 1-6) \$40,235

Engineering Consultants and Reimbursables

MEP Engineering	\$4,600
Consultant Coordination and Management	\$690
Structural Engineering Allowance	\$1,000
Reimbursables	\$225

GRAND TOTAL: Architecture and Engineering Total (Task 1-6) \$46,750

Cost Estimating Services for FS #14

Schematic Design Stage	\$4,500
65% CD Stage	\$4,000
90% CD Stage	\$1,200
100% CD Stage	\$1,200
Total Cost Estimates for Project	\$10,900

GRAND TOTAL with Cost Estimates \$57,650

***Reimbursable:** Covers costs for specialty printing, delivery fees, and travel. City Business License fees (if required for the entire AA E Team) This reimbursable allowance covers fees beyond general BLM printing fees on standard ledger or railroad size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized print/ reproduction are not included in our fee. These items are "reimbursable" items and will be shown separately on our invoice with a 10% coordination fee.

NOTE on Plan Check Fees: Reimbursables and fees shown here do not include Building Department or Plan check Submittal fees, or any other 3rd party fees not indicated in this scope. Scope of entitlement does not include design or potential accessible upgrades that may be required for the overall building and site outside the immediate project.



Orange County Fire Authority: Station 53

25415 E. La Palma, Yorba Linda 92887

March 24, 2020

Background and Understanding

The main highlights of the scope include the following:

- Re-design Room 111 (Dormitory) to have four (4) separate sleeping quarters with emergency egress to the exterior of the building.
- Re-design Rooms 102 and 103 to be single office with on suite dorm for the Battalion Chief. Emergency egress to the exterior of the building for the Battalion Chief is requested. The feasibility of direct exterior egress will be investigated based on the structural configuration and infrastructural layout of the existing building.
- Provide an alternate to re-design the existing restroom into minimum 2 gender neutral restrooms with showers.

Improvement to the existing facility is to comply with code and accessibility regulations to best extent possible within limitations of the immediate areas of proposed alterations. Exterior site improvements and parking alterations are not anticipated for this project.

Architectural Design scope:

Provide schematic design and deliver possible options for the following:

- Re-design Room 111 (Dormitory) to have four (4) separate sleeping quarters
- Re-design Rooms 102 and 103 to be single office with en-suite dorm for the Battalion Chief
- Re-design the existing restroom into minimum 2 gender neutral restrooms with showers
- Provide design and service support from design development through construction support stages including plan check with local jurisdiction.

Mechanical design scope shall include (See attached Consultant Proposal):

- a. Verify heating & cooling Load calculations for restroom.
- b. Title 24 calculations for the compliance with 2019 California energy standards.
- c. Prepare mechanical design drawing to include new/existing equipment schedule, sizing and location, new duct layout, new diffuser/register per new floor plan layout, installation details for equipment and ductwork, as needed.

Plumbing design scope shall include:

- a. Prepare plumbing design drawing to include waste and vent system, new sink as required, cold water layouts for equipment requiring plumbing utilities, isometric diagrams as applicable and fixture calculation for plan check approval.

Electrical Scope shall include:

- a. Electrical design drawings to include Lighting, power and extension/modification of existing electrical infrastructure for renovated space, single line diagrams, panel schedules and details.



- b. Electrical T-24 Calculations.

Structural Allowance:

Limited to removal/installation of non-bearing walls, slab cuts for plumbing relocation and stud/ceiling joist sizing. No building footprint changes, room additions which change the square footage or removal or modifying of bearing/shear/exterior walls, etc. will be involved.

Approach

Throughout the project, GPd will be providing Project Coordination which includes meetings and coordination, design refinements with OCFA, and other constituents that may provide design input, suggestions or building and engineering input for the project.

We will be accomplishing this in six primary tasks (Tasks 1-6):

Task 1: Field verification, Background Drawings, and Analysis

Information gathering and develop base plans for the existing conditions:

- a. A kick-off meeting with OCFA and GPd to review and refine scope and schedule, and identify milestones.
- b. Survey building facility and verify record drawings with existing conditions.
- c. Update record drawings with more specific existing conditions found from the field observations. Produce back-ground as-built drawings.
- d. Identify opportunities and constraints for proposed improvements.

Task 2: Building Assessments and Schematic Design Development

Based on field verified drawings, develop schematic Plan schemes to review with OCFA and respond to input. Review and/or survey mechanical, plumbing, and electrical infrastructure. Develop Conceptual plan schemes:

- a. Design Development: With the Field Survey data described in Task 1, and field verified existing background drawings, prepare Schematic Design plans, and preliminary outline specifications.
- b. Input and Workshop: Meet with OCFA and others to obtain input and revise the Conceptual Design as necessary to obtain OCFA approval.
- c. Assessment on Design Impacts: Discuss and document any potential hardship challenges that would restrict on certain aspects of the proposed design (including code compliance).
- d. Deliver the following materials:
 - i. Proposed Floor Plan exhibit as described above suitable for OCFA review. (2-3 options)
 - ii. Documentation of any potential hardships in code compliance for the proposed design based on existing condition of facility.



Task 3: Construction Documents

GPa would provide necessary professional services for the preparation of project drawings, and specifications for the project needed for plan check,

- a. Perform engineering site visits as necessary
- b. Identify existing utilities related to the proposed improvements
- c. Prepare 65%, 90%, and 100%. Entitlement to County/ City at 90%
- d. Statement of Probable Cost Estimate (SoPC)- Prepared at 65, 90, and 100 stages- provide rough order of magnitude cost estimates during construction document submittal stages.
- e. Prepare contract drawings with sufficient details for construction in accordance with Code Standards, California Building Code, and any other applicable regulations.

Deliverables

- 65% construction document drawings
- 90% construction document drawings, specifications (Entitlement)
- 100% contract drawings, specifications

TASK 4: Entitlement

- a. GPa will assist with obtaining required plan check review and approval as required by the City Building Dept. Submit plans to City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities
- b. Includes any required meetings and Revisions from input from the City after the initial submittal. Review and incorporate all applicable comments from the County of Orange and Agencies Having Jurisdiction (AHJ), and make necessary changes.
- c. Provide Project Management to coordinate City Requirements with engineer sub-consultant's information

(**Entitlement scope excludes Building Department or Plan Check Submittal Fees, City Business License fees (if required) or any other 3rd party fees)

TASK 5: Bid Support

Provide assistance and coordination to OCFA for Public Bidding of the project. Attend the pre-bid meeting upon request. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). Prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.

TASK 6: Construction Support

On a Time and Material Basis, provide assistance to OCFA during Construction as needed.

- a. Assist OCFA and respond to any request or directives.



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- b. Upon OCFA request, attend Project meetings with OCFA, contractors, and Project manager during Project bidding and construction (Up to 3 site visits).
- c. Provide the following services for the Project and coordinate with OCFA in accordance with the Project construction schedule:
 - i. Provide interpretation and clarifications to the construction documents.
 - ii. Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.
 - iii. Upon OCFA's request, attend on-site Project meetings to review contractor's work.
 - iv. Respond to contractor's Request for Information (RFI) and other inquiries during Project construction.

Exclusions and Additional Services:

Any modifications to the site around the building or accessibility improvements of the exterior site conditions. We do not anticipate that this project would require the scope of Civil Engineering which can include the following:

- Potential Required ADA improvements outside of the immediate scope of work limits (Building and Site)
- Civil Site Improvement Plan

GPd can add this scope as an additional service if Civil Engineering is needed or requested for any site improvements that would occur as a result of the proposed interior renovation.



Preliminary Anticipated Schedule

TASKS Anticipated Approx. Duration

TASK 1: Inventory and Analysis **2 weeks**

TASK 2: Design Development **3 weeks**

Refine and Develop Approved Drawings 2 weeks

OCFA Review and incorporate comments 1 week

TASK 3: Construction Documents **8-10 weeks***

65 Percent Design Drawings milestone 2 weeks

90 Percent Design Drawings ready for plan check 2 weeks

Anticipated Plan Check Approval* 4-6 weeks (see below) *

100 Percent (Final) Contract Drawings (Bid Set) 2 weeks

TASK 4: Entitlement (within TASK 3) **4 - 6 weeks***

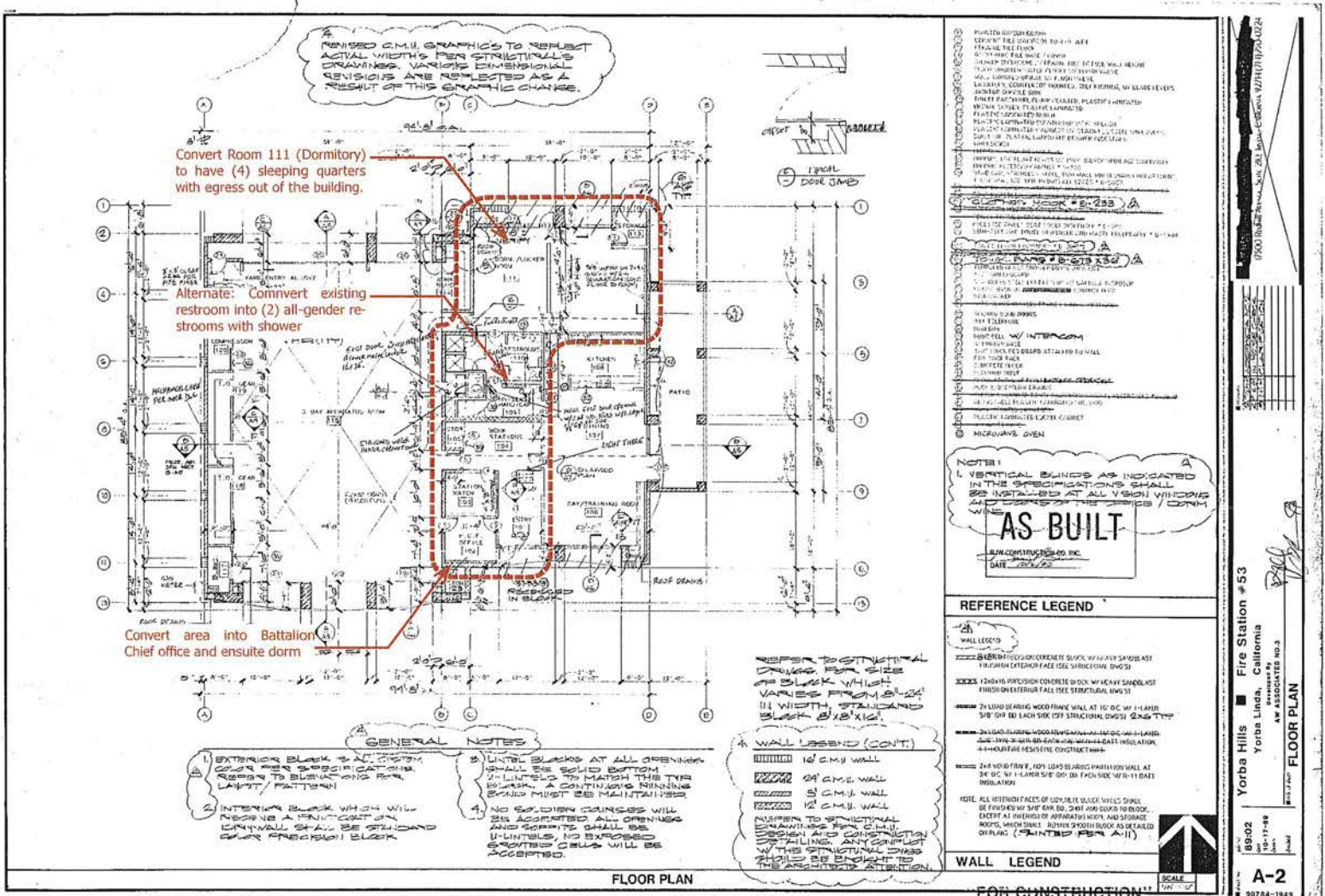
*Additional time period is provided during the Construction Documentation stage primarily to consider the length of the Plan Check Review Process.

Approximate time for TASK 1- TASK 4: **approximately 15 weeks** (~4 months)

TASK 5: Bid Services completed (1 month to submit and review bids)

TASK 6: Construction Services (estimated 4-6-month construction duration)

(3) FIRE STATION 53 SCOPE EXHIBIT



(3) FIRE STATION 53 FEE EXHIBIT

3) Orange County Fire Authority: Station 53

25415 E. La Palma, Yorba Linda 92887

3/24/2020

Principal	Project Dir.	ARCHITECT			ARCHITECT
		Project Arch	Job Captain	Designer	

1 Kick-off meeting, Field verification, Background Drawings, and Analysis					
a	Coordination for information gathering: A kick-off meeting with the OCFA and GPs to review and refine scope and schedule, and identify critical milestones. GPa would produce a baseline schedule of work and conduct periodic meetings.	3	3		\$1,020
b	Survey building facility and verify record drawings: Survey site and verify record drawings with existing conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.	6	6		\$1,740
c	Update record drawings with existing conditions. Document existing site conditions. Produce background as-built drawings. Identify opportunities and constraints for proposed improvements for the site	4	6	8	\$2,590
d	Identify opportunities and constraints for proposed improvements	2	4	3	\$1,135
TASK 1 TOTAL:		15	19	11	\$6,485

2 Site Assessments and Design Development					
a	Design Development: Prepare Conceptual Design based on field verified background drawings, prepare Conceptual Design, and prepare preliminary product specifications	2	8	12	\$4,370
b	Input and Workshop: Meet with OCFA and others to obtain input and revise the Conceptual Design as necessary to receive OCFA approval.	4	6		\$1,670
c	Assessment on Design Impacts: Document any potential hardship challenges that would restrict code compliance on certain aspects of the design within the existing building.	4	6	6	\$2,160
d	Project Management: Package Concept Presentation, Review design and documented scope and extent of design is confirmed moving forward.	3	3		\$870
TASK 2 TOTAL:		13	23	18	\$9,070

3 Construction Documents					
a	65-Percent CDs: Development of 60-percent Demo, Architectural, Structural and MEP. Prepare preliminary technical specifications. Provide coordination with Engineering design development. Include technical specifications defining the overall project and design criteria for finishes.	2	16	22	\$9,380
b	90-Percent CDs and Plan Check Process: Set of building improvements including engineering is complete prepared and plan check review. Plan Check Process: submit to OCFA Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities. ADA assessments and improvements.	9	14	16	\$5,765
c	100-Percent CDs: Final comments will be incorporated from the design review meeting and plan check to complete the final drawing and specifications.	8	8	12	\$4,100
d	Statement of Probable Costs (SoPC): Provide a statement of Probable Cost for CDs at 65, 95, and 100 stages	2	4	8	\$2,450
e	Project Management: coordinate with engineer sub-consultants	2	2	2	\$770
TASK 3 TOTAL:		41	54	58	\$22,465

4 Entitlement with City/County Plan Check					
a	GPA will assist with obtaining required permits review and approval as required by the City Building Dept. Submit plans to City Plan Check.	4	6	4	\$1,970
b	Meetings and Revisions from input from the County after the initial submittal. Review and incorporate all applicable comments from the County of San Bernardino and Agencies Having Jurisdiction (AHJ), and make necessary changes.	4	4	4	\$2,020
c	Project Management-coordinate County Requirements with engineer sub-consultants	2			\$310
TASK 4 TOTAL:		10	10	8	\$4,300

5 Bid and Construction Support					
a	Bid Phase Services: Attend the pre-bid meeting as requested. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.	4	6	4	\$1,810
b	Project Management- assist with providing information, drawings and specifications from project team into the bidding documents.		2		\$270
TASK 5 TOTAL:		4	8	4	\$2,080

6 Construction Support					
a	Architectural Support Services During Construction: review and guide the progress and direction of construction documents including RFI response, GPa would review Shop Drawings, Product Data, Samples and similar submittals to verify conformity with the information by the original contract documents.	4	18	24	\$9,060
b	Site Visits During Construction: provide meeting on-site (Up to 3 site visits w architect)	9	4	4	\$2,315
c	Project Close-Out: Participate in final walk through of the site. Assist in the development of Project punch list.	6	4	4	\$2,170
d	Project Management-Coordination and administration	2	3	2	\$905
TASK 6 TOTAL:		35	35	36	\$14,450

Hours:	17	124	144	123	67	\$58,850
Total Hours	475					
Hourly Rates:	\$185	\$155	\$135	\$95	\$80	SUB-TOTAL

\$58,850 Architecture

Architecture (Task 1-6) \$58,850

Engineering Consultants and Reimbursibles

MEP Engineering	\$7,200
Consultant Coordination and Management	\$1,080
Structural Engineering Allowance	\$2,500
Reimbursibles	\$220
GRAND TOTAL: Architecture and Engineering Total (Task 1-6)	\$69,850

Cost Estimating Services for FS #53

Schematic Design Stage	\$5,500
65% CD Stage	\$4,000
90% CD Stage	\$1,200
100% CD Stage	\$1,200
Total Cost Estimates for Project	\$11,900

GRAND TOTAL with Cost Estimates \$81,750

*Reimbursible: Covers costs for specialty printing, delivery fees, and travel. City Business License fees (if required for the entire AA E Team) This reimbursable allowance covers fees beyond general BWP printing fees on standard ledger or tabloid size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized prints/ reproductions are not included in our fee. These items are "Reimbursable" items and will be shown separately on our invoice with a 10% coordination fee.

NOTES on Plan Check Fees: Reimbursibles and fees shown here do not include Building Department or Plan check submittal fees, or any other 3rd party fees not indicated in this scope. Scope of Entitlement does not include design of potential accessible upgrades that may be required for the overall building and site outside the immediate project.



Orange County Fire Authority: Station 32

20990 Yorba Linda Boulevard, Yorba Linda, CA 92887

March 24, 2020

Background and Understanding

The main highlights of the scope include the following:

- Remodel existing restroom into a minimum of two separate all gender restrooms including showers.
- Maintain or provide a public restroom. Existing public restroom can remain, but re-configured to be a fully accessible public restroom.
- Study and provide options for lockers (12 total). There is currently some redundancy in the number of lockers in the station.

Improvement to the existing facility is to comply with code and accessibility regulations to best extent possible within limitations of the immediate areas of proposed alterations. Exterior site improvements and parking alterations are not anticipated for this project.

Architectural Design scope:

Provide schematic design and deliver possible options for the following:

- Re-design existing restroom and locker area to two accessible all gender restrooms
- Provide or maintain an accessible public restroom
- We anticipate that the existing locker space would be used to enlarge the accessible restrooms needed
- Provide schemes and design for reconfiguration of lockers

Provide design and service support from design development through construction support stages including plan check with local jurisdiction.

Mechanical design scope shall include (See attached Consultant Proposal):

- a. Verify heating & cooling Load calculations for restroom.
- b. Title 24 calculations for the compliance with 2019 California energy standards.
- c. Prepare mechanical design drawing to include new/existing equipment schedule, sizing and location, new duct layout, new diffuser/register per new floor plan layout, installation details for equipment and ductwork, as needed.

Plumbing design scope shall include:

- a. Prepare plumbing design drawing to include waste and vent system, new sink as required, cold water layouts for equipment requiring plumbing utilities, isometric diagrams as applicable and fixture calculation for plan check approval.

Electrical Scope shall include:



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- a. Electrical design drawings to include Lighting, power and extension/modification of existing electrical infrastructure for renovated space, single line diagrams, panel schedules and details.
- b. Electrical T-24 Calculations.

Structural Allowance:

Limited to removal/installation of non-bearing walls, slab cuts for plumbing relocation and stud/ceiling joist sizing. No building footprint changes, room additions which change the square footage or removal or modifying of bearing/shear/exterior walls, etc. will be involved.

Approach

Throughout the project, GPa will be providing Project Coordination which includes meetings and coordination, design refinements with OCFA, and other constituents that may provide design input, suggestions or building and engineering input for the project.

We will be accomplishing this in six primary tasks (Tasks 1-6):

Task 1: Field verification, Background Drawings, and Analysis

Information gathering and develop base plans for the existing conditions:

- a. A kick-off meeting with OCFA and GPa to review and refine scope and schedule, and identify milestones.
- b. Survey building facility and verify record drawings with existing conditions.
- c. Update record drawings with more specific existing conditions found from the field observations. Produce back-ground as-built drawings.
- d. Identify opportunities and constraints for proposed improvements.

Task 2: Building Assessments and Schematic Design Development

Based on field verified drawings, develop schematic Plan schemes to review with OCFA and respond to input. Review and/or survey mechanical, plumbing, and electrical infrastructure. Develop Conceptual plan schemes:

- a. Design Development: With the Field Survey data described in Task 1, and field verified existing background drawings, prepare Schematic Design plans, and preliminary outline specifications.
- b. Input and Workshop: Meet with OCFA and others to obtain input and revise the Conceptual Design as necessary to obtain OCFA approval.
- c. Assessment on Design Impacts: Discuss and document any potential hardship challenges that would restrict on certain aspects of the proposed design (including code compliance).
- d. Deliver the following materials:
 - i. Proposed Floor Plan exhibit as described above suitable for OCFA review. (2-3 options)
 - ii. Documentation of any potential hardships in code compliance for the proposed design based on existing condition of facility.



Task 3: Construction Documents

GPa would provide necessary professional services for the preparation of project drawings, and specifications for the project needed for plan check,

- a. Perform engineering site visits as necessary
- b. Identify existing utilities related to the proposed improvements
- c. Prepare 65%, 90%, and 100%. Entitlement to County/ City at 90%
- d. Statement of Probable Cost Estimate (SoPC)- Prepared at 65, 90, and 100 stages- provide rough order of magnitude cost estimates during construction document submittal stages.
- e. Prepare contract drawings with sufficient details for construction in accordance with Code Standards, California Building Code, and any other applicable regulations.

Deliverables

- 65% construction document drawings
- 90% construction document drawings, specifications (Entitlement)
- 100% contract drawings, specifications

TASK 4: Entitlement

- a. GPa will assist with obtaining required plan check review and approval as required by the City Building Dept. Submit plans to City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities
- b. Includes any required meetings and Revisions from input from the City after the initial submittal. Review and incorporate all applicable comments from the County of Orange and Agencies Having Jurisdiction (AHJ), and make necessary changes.
- c. Provide Project Management to coordinate City Requirements with engineer sub-consultant's information

(**Entitlement scope excludes Building Department or Plan Check Submittal Fees, City Business License fees (if required) or any other 3rd party fees)

TASK 5: Bid Support

Provide assistance and coordination to OCFA for Public Bidding of the project. Attend the pre-bid meeting upon request. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). Prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.



TASK 6: Construction Support

On a Time and Material Basis, provide assistance to OCFA during Construction as needed.

- a. Assist OCFA and respond to any request or directives.
- b. Upon OCFA request, attend Project meetings with OCFA, contractors, and Project manager during Project bidding and construction (Up to 3 site visits).
- c. Provide the following services for the Project and coordinate with OCFA in accordance with the Project construction schedule:
 - i. Provide interpretation and clarifications to the construction documents.
 - ii. Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.
 - iii. Upon OCFA's request, attend on-site Project meetings to review contractor's work.
 - iv. Respond to contractor's Request for Information (RFI) and other inquiries during Project construction.

Exclusions and Additional Services:

Any modifications to the site around the building or accessibility improvements of the exterior site conditions. We do not anticipate that this project would require the scope of Civil Engineering which can include the following:

- Potential Required ADA improvements outside of the immediate scope of work limits (Building and Site)
- Civil Site Improvement Plan

GPd can add this scope as an additional service if Civil Engineering is needed or requested for any site improvements that would occur as a result of the proposed interior renovation.

**Preliminary Anticipated Schedule**

TASKS Anticipated Approx. Duration

TASK 1: Inventory and Analysis **2 weeks**

TASK 2: Design Development **3 weeks**

Refine and Develop Approved Drawings 2 weeks

OCFA Review and incorporate comments 1 week

TASK 3: Construction Documents **8-10 weeks***

65 Percent Design Drawings milestone 2 weeks

90 Percent Design Drawings ready for plan check 2 weeks

Anticipated Plan Check Approval* 4-6 weeks (see below) *

100 Percent (Final) Contract Drawings (Bid Set) 2 weeks

TASK 4: Entitlement (within TASK 3) **4 - 6 weeks***

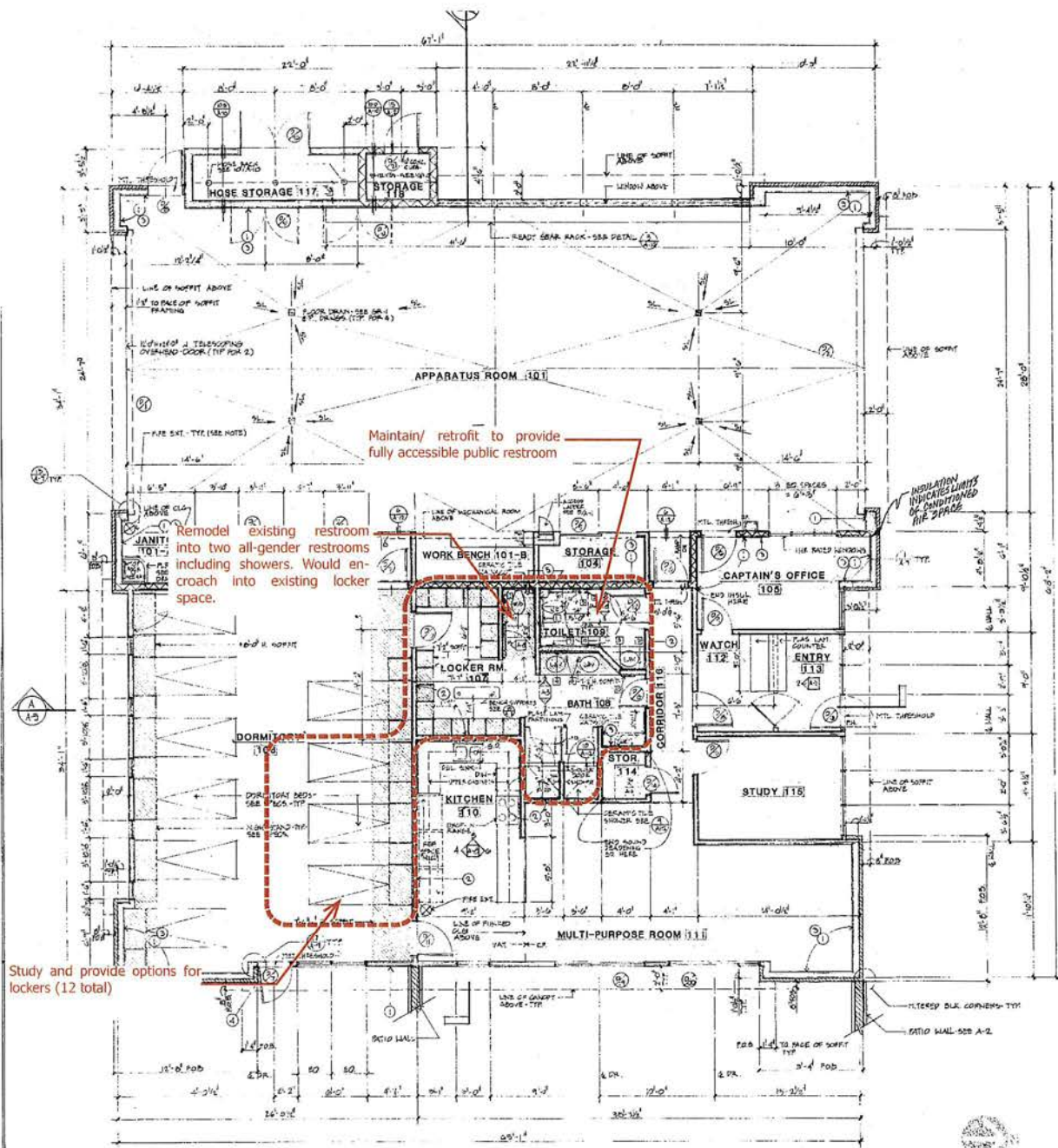
*Additional time period is provided during the Construction Documentation stage primarily to consider the length of the Plan Check Review Process.

Approximate time for TASK 1- TASK 4: **approximately 15 weeks** (~4 months)

TASK 5: Bid Services completed (1 month to submit and review bids)

TASK 6: Construction Services (estimated 4-6-month construction duration)

(4) FIRE STATION 32 SCOPE EXHIBIT



FLOOR PLAN

AS-BUILT

(4) FIRE STATION 32 FEE EXHIBIT

4) Orange County Fire Authority: Station 32 20990 Yorba Linda Boulevard, Yorba Linda, CA 92887 3/24/2020

		ARCHITECT					ARCHITECT
		Principal	Project Dir.	Project Arch	Job Captain	Designer	
4) Orange County Fire Authority: Station 32							
20990 Yorba Linda Boulevard, Yorba Linda, CA 92887							
3/24/2020							
1 Kick-off meeting, Field verification, Background Drawings, and Analysis							
a	Coordination for information gathering: A kick-off meeting with the OCFA and GPs to review and refine scope and schedule, and identify critical milestones. GPs would produce a baseline schedule of work and conduct periodic meetings.	3	3				\$1,020
b	Survey building facility and verify record drawings: Survey site and verify record drawings with existing conditions. Document existing site conditions. Identify opportunities and constraints for proposed improvements.		6	6			\$1,740
c	Update record drawings with existing conditions. Document existing site conditions. Produce back-ground as-built drawings. Identify opportunities and constraints for proposed improvements for the site		4	6	8	5	\$2,590
d	Identify opportunities and constraints for proposed improvements		2	4	3		\$1,135
TASK 1 TOTAL:		7	15	16	13	5	\$6,485
2 Site Assessments and Design Development							
a	Design Development: Prepare Conceptual Design based on field verified background drawings, prepare Conceptual Design, and prepare preliminary product specifications	2	8	12	12		\$4,370
b	Input and Workshops: Meet with OCFA and others to obtain input and revise the Conceptual Design as necessary to receive OCFA approval.	4	6				\$1,670
c	Assessment on Design Impacts: Document any potential hardship challenges that would restrict code compliance on certain aspects of the design within the existing building.		4	6	6	2	\$2,160
d	Project Management: Package Concept Presentation, Review design and documented scope and extent of design is confirmed moving forward.		3	3			\$870
TASK 2 TOTAL:		6	21	21	18	2	\$9,070
3 Construction Documents							
a	65-Percent CDs: Development of 60-percent Demo, Architectural, Structural and MEP. Prepare preliminary technical specifications. Provide coordination with Engineering design development. Include technical specifications defining the overall project and design criteria for finishes.	2	14	18	24	16	\$8,530
b	90-Percent CDs and Plan Check Process: Set of building improvements including engineering is complete prepared and plan check review. Plan Check Process: submit to OCFA Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities. ADA assessments and improvements.		9	12	16	12	\$5,495
c	100-Percent CDs: Final comments will be incorporated from the design review meeting and plan check to complete the final drawing and specifications.		8	8	12	8	\$4,100
d	Statement of Probable Costs (SoPC): Provide a statement of Probable Cost for CDs at 65, 95, and 100 stages	2	4	8	4		\$2,450
e	Project Management: coordinate with engineer sub-consultants		2	2	2		\$770
TASK 3 TOTAL:		4	37	46	58	36	\$21,345
4 Entitlement with City/County Plan Check							
a	GPs will assist with obtaining required permits review and approval as required by the City Building Dept. Submit plans to City Plan Check.		4	4	4	2	\$1,700
b	Meetings and Revisions from input from the County after the initial submittal. Review and incorporate all applicable comments from the County of San Bernardino and Agencies Having Jurisdiction (AHJ), and make necessary changes.		4	4	4	6	\$2,020
c	Project Management-coordinate County Requirements with engineer sub-consultants		2				\$310
TASK 4 TOTAL:		0	10	8	8	8	\$4,030
5 Bid and Construction Support							
a	Bid Phase Services: Attend the pre-bid meeting as requested. Provide technical support at the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.		4	6	4		\$1,810
b	Project Management- assist with providing information, drawings and specifications from project team into the bidding documents.			2			\$270
TASK 5 TOTAL:		0	4	8	4	0	\$2,080
6 Construction Support							
a	Architectural Support Services During Construction:review and guide the progress and direction of construction documents including RFI response, GPs would review Shop Drawings, Product Data, Samples and similar submittals to verify conformity with the information by the original contract documents.	2	18	24	12	12	\$8,500
b	Site Visits During Construction: provide meeting on-site (Up to 3 site visits w architect)		9	4	4		\$2,315
c	Project Close-Out: Participate in final walk through of the site. Assist in the development of Project punch list.		6	4	4	4	\$2,170
d	Project Management-Coordination and administration		2	3	2		\$905
TASK 6 TOTAL:		2	35	35	22	16	\$13,890
		Hours:	15	122	136	121	67
		Total Hours				461	
		Hourly Rates:	\$185	\$155	\$135	\$95	\$80
			SUB-TOTAL				
			\$56,900 Architecture				

Architecture (Task 1-6) **\$56,900**

Engineering Consultants and Reimbursables

MEP Engineering	\$5,800
Consultant Coordination and Management	\$870
Structural Engineering Allowance	\$2,000
Reimbursables	\$230
GRAND TOTAL: Architecture and Engineering Total (Task 1-6)	\$65,800

Cost Estimating Services for FS #32

Schematic Design Stage	\$5,000
65% CD Stage	\$4,000
90% CD Stage	\$1,200
100% CD Stage	\$1,200
Total Cost Estimates for Project	\$11,400

GRAND TOTAL with Cost Estimates \$77,200

Reimbursable: Covers costs for specialty printing, delivery fees, and travel. City Business License fees (if required for the entire A/E Team). This reimbursable allowance covers fees beyond general B&B printing fees on standard ledger or tablet size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized printed reproductions are not included in our fee. These items are "reimbursable" items and will be shown separately on our invoice with a 10% coordination fee.

NOTE on Plan Check Fee: Reimbursables and fees shown here do not include Building Department or Plan check Submittal fees, or any other 3rd party fees not indicated in the scope. Scope of entitlement does not include design of potential accessible upgrades that may be required for the overall building and site outside the immediate project.

OCFA Fire Station Facilities 14, 16, 32, 53

Architectural Services for selective renovation

3/31/2020

Project Design Fee Summary (With Cost Estimating Included)

	Project Title	
1	Orange County Fire Authority: Station 16	\$57,650
2	Orange County Fire Authority: Station 14	\$57,650
3	Orange County Fire Authority: Station 53	\$81,750
4	Orange County Fire Authority: Station 32	\$77,200
Project Total		\$274,250

***Reimbursibles:** Covers costs for specialty printing, delivery fees, and travel. City Business License fees (if required for the entire A&E Team) This reimbursable allowance covers fees beyond general B&W printing fees on standard ledger or tabloid size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized prints/ reproductions are not included in our fee. These items are "reimbursable" items and will be shown separately on our invoice with a 10% coordination fee.

NOTE on Plan Check Fees: Reimbursibles and fees shown here do not include Building Department or Plan check Submittal Fees, or any other 3rd party fees not indicated in this scope. Scope of Entitlement does not include design of potential accessible upgrades that may be required for the overall building and site outside the immediate project.



Gillis + Panichapan Architects, Inc.

APPENDIX: MEP ENGINEERING PROPOSALS

H2S ENGINEERS INC.

March 17, 2020

To,

Vic Nguyen
Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626

Subject: Mechanical, Electrical and Plumbing Engineering Design Services for renovation of existing restroom located at Station 16, 28891 Modjeska Canyon Road, Silverado, CA 92676

A. UNDERSTANDING OF SCOPE

1. Remodel existing restroom into minimum 2 gender neutral restrooms including showers.
2. This station is on a septic system. This is a volunteer station, so it is not occupied.

B. SCOPE OF WORK

1. Mechanical design scope shall include:
 - a. Verify heating & cooling Load calculations for restroom.
 - b. Title 24 calculations for the compliance with 2019 California energy standards.
 - c. Prepare mechanical design drawing to include new/existing equipment schedule, sizing and location, new duct layout, new diffuser/register per new floor plan layout, installation details for equipment and ductwork, as needed.
2. Plumbing design scope shall include:
 - a. Prepare plumbing design drawing to include waste and vent system, new sink as required, cold water layouts for equipment requiring plumbing utilities, isometric diagrams as applicable and fixture calculation for plan check approval.
3. Electrical Scope shall include:
 - a. Electrical design drawings to include Lighting, power and extension/modification of existing electrical infrastructure for renovated space, single line diagrams, panel schedules and details.
 - b. Electrical T-24 Calculations.
4. We have included (1) site visit to review existing conditions and locate necessary POCs.
5. Prepare plan check ready design drawing set for city approval. (All plans to comply with 2019)
6. Provide necessary construction administration to respond to RFIs and other communications during construction. No site visit during construction administration.

C. EXCLUSIONS

1. *We are excluding any SD, DD level submittal or any response to 3rd party review except plan-check.*
2. *Any electrical panel power recording.*
3. *Any work 5' outside of the building.*
4. *Preparation of any as-builts drawings.*
5. *One site visit is included within the scope. Additional site visit required due to any client or city driven changes will be charged at an hourly rate. Any necessary site visit will be charged separately at \$ 95 per hour.*

D. COMPENSATION

We propose to furnish these described services for the following fee:

Four Thousand Six Hundred Dollars (\$4,600)

CADD plots will be billed at \$5.00 per plot (plan check submittal and final submittal). Other direct charges shall be billed for separately and include: drawing and document reproduction, specified materials to be purchased, travel expenses and other Consultants.

Additional services outside the Scope of Work agreed upon shall not be performed without the authorization of the Client and/or Owner. When so authorized, we will provide the services and charge for them at the following rates:

Senior Engineer	\$ 135.00 per hour
Designer	\$ 120.00 per hour
CADD Operator	\$ 85.00 per hour

E. PAYMENT

Prior to the start of design, the Client shall provide H2S with the payment schedule agreed upon between the Client and the Owner. H2S will issue invoices to the Client based upon this schedule. If the project is suspended for more than ninety (90) days, or is terminated before completion of the specified engineering services, the Client shall pay for services rendered and other direct charges thru date of suspension or termination. If the project is resumed after more than ninety (90) days of suspension, this agreement is subject to re-negotiation.

F. PERFORMANCE

H2S Engineers Inc. agrees to proceed with the work in a diligent and timely manner in accordance with the approved schedule. All engineering work covered by this agreement shall be supervised and/or performed by a registered Professional Engineer of the branch applicable to this project. The professional practice of the Engineering Firm shall comply with the "Code of Ethics" as promulgated by the National Society of Professional Engineers. The design and specifications of construction material shall be based on the considerations of economy, operation, reliability and safety for the occupancy and application. The Client shall endeavor to provide the Engineering Firm with required plans and information to permit timely and efficient performance of the herein described engineering services.

G. OWNERSHIP OF DOCUMENTS

Drawings and specifications prepared by the Engineer as instruments of service are and shall remain the property of the Engineer whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Engineer.

H. ARBITRATION

All questions in dispute under this agreement may, with the consent of both Parties, be submitted to a mutually agreed upon arbitration board when practical in accordance with the provisions of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator; or in the event there are judicial proceedings instead of arbitration, reasonable attorney's fees shall be fixed by the court.

I. PRELIMINARY NOTICE

A Preliminary Notice (on projects located in California) may be prepared and issued in accordance with the California Civil Code, Sections 3097 and 3098, for the work covered by this agreement.

J. LITIGATION

H2S ENGINEERS INC.

In the event either party files a law suit on the other to enforce any provision of this agreement or otherwise for any other cause, in addition to the judgment awarded by the Court, added thereto shall be reasonable attorney's fees and costs incurred by the prevailing party.

K. INSURANCE

Each party to this agreement shall carry and maintain Public Liability, Property Damage and Workman's Compensation Insurance and in addition, insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party of his employees, or by others for whom he is legally responsible. The Engineer is not responsible for the Contractor's work methods, performance, safety, schedule, labor or contractual obligations. H2S Engineers Inc. currently carries Professional Liability Insurance in the amount of \$1,000,000.00/\$2,000,000 each claim/aggregate.

K. INDEMNIFICATION

Allocation of Risk. In light of the limited ability of Engineer to affect the risks inherent in the Project, and of the disparity between Engineer's fees and potential liability for problems or alleged problems with the Project, except to the extent caused Engineer's active negligence or willful misconduct, and in addition to Engineer's common law indemnification rights, Client shall to the fullest extent allowed by law release and indemnify Engineer and Engineer's sub-consultants, if any, and their respective affiliated entities and individuals, concerning any and all claims, liability, expenses and/or losses related to the Project (including attorneys and expert fees incurred and the value of professional time expended to address claims or problems); provided, however, that this indemnification shall not apply to any indemnitee to the extent of that indemnitee's active negligence or willful misconduct. Further and in any event, Client agrees to limit the total aggregate liability concerning or related to the Project of Engineer and Engineer's sub-consultants, if any, and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning all kinds and causes of loss to the fullest extent allowed by law as to Client and its affiliated entities and individuals, contractors and successors and assigns to the greater of twice the amount of Engineer's fee received for the Project or \$25,000.

We sincerely look forward to working with you on this project.

Very truly yours,
H2S Engineers Inc.



Monita Verma, P.E., LEED AP

H2S ENGINEERS INC.

March 17, 2020

To,

Vic Nguyen
Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626

Subject: Mechanical, Electrical and Plumbing Engineering Design Services for renovation of existing restroom located at Station 14, 29402 Silverado Canyon Road, Silverado, CA 92676

A. UNDERSTANDING OF SCOPE

1. Remodel existing restroom into minimum 2 gender neutral restrooms including showers.
2. This station is on a septic system. This is a volunteer station, so it is not occupied.

B. SCOPE OF WORK

1. Mechanical design scope shall include:
 - a. Verify heating & cooling Load calculations for restroom.
 - b. Title 24 calculations for the compliance with 2019 California energy standards.
 - c. Prepare mechanical design drawing to include new/existing equipment schedule, sizing and location, new duct layout, new diffuser/register per new floor plan layout, installation details for equipment and ductwork, as needed.
2. Plumbing design scope shall include:
 - a. Prepare plumbing design drawing to include waste and vent system, new sink as required, cold water layouts for equipment requiring plumbing utilities, isometric diagrams as applicable and fixture calculation for plan check approval.
3. Electrical Scope shall include:
 - a. Electrical design drawings to include Lighting, power and extension/modification of existing electrical infrastructure for renovated space, single line diagrams, panel schedules and details.
 - b. Electrical T-24 Calculations.
4. We have included (1) site visit to review existing conditions and locate necessary POCs.
5. Prepare plan check ready design drawing set for city approval. (All plans to comply with 2019)
6. Provide necessary construction administration to respond to RFIs and other communications during construction. No site visit during construction administration.

C. EXCLUSIONS

1. *We are excluding any SD, DD level submittal or any response to 3rd party review except plan-check.*
2. *Any electrical panel power recording.*
3. *Any work 5' outside of the building.*
4. *Preparation of any as-builts drawings.*
5. *One site visit is included within the scope. Additional site visit required due to any client or city driven changes will be charged at an hourly rate. Any necessary site visit will be charged separately at \$ 95 per hour.*

D. COMPENSATION

We propose to furnish these described services for the following fee:

Four Thousand Six Hundred Dollars (\$4,600)

CADD plots will be billed at \$5.00 per plot (plan check submittal and final submittal). Other direct charges shall be billed for separately and include: drawing and document reproduction, specified materials to be purchased, travel expenses and other Consultants.

Additional services outside the Scope of Work agreed upon shall not be performed without the authorization of the Client and/or Owner. When so authorized, we will provide the services and charge for them at the following rates:

Senior Engineer	\$ 135.00 per hour
Designer	\$ 120.00 per hour
CADD Operator	\$ 85.00 per hour

E. PAYMENT

Prior to the start of design, the Client shall provide H2S with the payment schedule agreed upon between the Client and the Owner. H2S will issue invoices to the Client based upon this schedule. If the project is suspended for more than ninety (90) days, or is terminated before completion of the specified engineering services, the Client shall pay for services rendered and other direct charges thru date of suspension or termination. If the project is resumed after more than ninety (90) days of suspension, this agreement is subject to re-negotiation.

F. PERFORMANCE

H2S Engineers Inc. agrees to proceed with the work in a diligent and timely manner in accordance with the approved schedule. All engineering work covered by this agreement shall be supervised and/or performed by a registered Professional Engineer of the branch applicable to this project. The professional practice of the Engineering Firm shall comply with the "Code of Ethics" as promulgated by the National Society of Professional Engineers. The design and specifications of construction material shall be based on the considerations of economy, operation, reliability and safety for the occupancy and application. The Client shall endeavor to provide the Engineering Firm with required plans and information to permit timely and efficient performance of the herein described engineering services.

G. OWNERSHIP OF DOCUMENTS

Drawings and specifications prepared by the Engineer as instruments of service are and shall remain the property of the Engineer whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Engineer.

H. ARBITRATION

All questions in dispute under this agreement may, with the consent of both Parties, be submitted to a mutually agreed upon arbitration board when practical in accordance with the provisions of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator; or in the event there are judicial proceedings instead of arbitration, reasonable attorney's fees shall be fixed by the court.

I. PRELIMINARY NOTICE

A Preliminary Notice (on projects located in California) may be prepared and issued in accordance with the California Civil Code, Sections 3097 and 3098, for the work covered by this agreement.

J. LITIGATION

H2S ENGINEERS INC.

In the event either party files a law suit on the other to enforce any provision of this agreement or otherwise for any other cause, in addition to the judgment awarded by the Court, added thereto shall be reasonable attorney's fees and costs incurred by the prevailing party.

K. INSURANCE

Each party to this agreement shall carry and maintain Public Liability, Property Damage and Workman's Compensation Insurance and in addition, insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party of his employees, or by others for whom he is legally responsible. The Engineer is not responsible for the Contractor's work methods, performance, safety, schedule, labor or contractual obligations. H2S Engineers Inc. currently carries Professional Liability Insurance in the amount of \$1,000,000.00/\$2,000,000 each claim/aggregate.

K. INDEMNIFICATION

Allocation of Risk. In light of the limited ability of Engineer to affect the risks inherent in the Project, and of the disparity between Engineer's fees and potential liability for problems or alleged problems with the Project, except to the extent caused Engineer's active negligence or willful misconduct, and in addition to Engineer's common law indemnification rights, Client shall to the fullest extent allowed by law release and indemnify Engineer and Engineer's sub-consultants, if any, and their respective affiliated entities and individuals, concerning any and all claims, liability, expenses and/or losses related to the Project (including attorneys and expert fees incurred and the value of professional time expended to address claims or problems); provided, however, that this indemnification shall not apply to any indemnitee to the extent of that indemnitee's active negligence or willful misconduct. Further and in any event, Client agrees to limit the total aggregate liability concerning or related to the Project of Engineer and Engineer's sub-consultants, if any, and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning all kinds and causes of loss to the fullest extent allowed by law as to Client and its affiliated entities and individuals, contractors and successors and assigns to the greater of twice the amount of Engineer's fee received for the Project or \$25,000.

We sincerely look forward to working with you on this project.

Very truly yours,
H2S Engineers Inc.



Monita Verma, P.E., LEED AP

H2S ENGINEERS INC.

March 17, 2020

To,

Vic Nguyen
Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626

Subject: Mechanical, Electrical and Plumbing Engineering Design Services for renovation of existing sleeping quarters and restroom located at Station 53, 25415 E. La Palma, Yorba Linda, CA 92887.

A. UNDERSTANDING OF SCOPE

1. Re-design Room 111 (Dormitory) to have four (4) separate sleeping quarters with emergency egress to the exterior of the building.
2. Re-design Rooms 102 and 103 to be single office with on suite dorm for the Battalion Chief. This room will require emergency egress to the exterior of the building.
3. ALTERNATE: Provide an alternate to re-design the existing restroom into minimum 2 gender neutral restrooms with showers.

B. SCOPE OF WORK

1. Mechanical design scope shall include:
 - a. Verify heating & cooling Load calculations for restroom.
 - b. Title 24 calculations for the compliance with 2019 California energy standards.
 - c. Prepare mechanical design drawing to include new/existing equipment schedule, sizing and location, new duct layout, new diffuser/register per new floor plan layout, installation details for equipment and ductwork, as needed.
2. Plumbing design scope shall include:
 - a. Prepare plumbing design drawing to include waste and vent system, new sink as required, cold water layouts for equipment requiring plumbing utilities, isometric diagrams as applicable and fixture calculation for plan check approval.
3. Electrical Scope shall include:
 - a. Electrical design drawings to include Lighting, power and extension/modification of existing electrical infrastructure for renovated space, single line diagrams, panel schedules and details.
 - b. Electrical T-24 Calculations.
4. We have included (1) site visit to review existing conditions and locate necessary POCs.
5. Prepare plan check ready design drawing set for city approval. (All plans to comply with 2019)
6. Provide necessary construction administration to respond to RFIs and other communications during construction. No site visit during construction administration.

C. EXCLUSIONS

1. *We are excluding any SD, DD level submittal or any response to 3rd party review except plan-check.*
2. *Any electrical panel power recording.*
3. *Any work 5' outside of the building.*
4. *Preparation of any as-builts drawings.*
5. *One site visit is included within the scope. Additional site visit required due to any client or city driven changes will be charged at an hourly rate. Any necessary site visit will be charged separately at \$ 95 per hour.*

D. COMPENSATION

We propose to furnish these described services for the following fee:

Seven Thousand Two Hundred Dollars (\$7,200)

CADD plots will be billed at \$5.00 per plot (plan check submittal and final submittal). Other direct charges shall be billed for separately and include drawing and document reproduction, specified materials to be purchased, travel expenses and other Consultants.

Additional services outside the Scope of Work agreed upon shall not be performed without the authorization of the Client and/or Owner. When so authorized, we will provide the services and charge for them at the following rates:

Senior Engineer	\$ 135.00 per hour
Designer	\$ 120.00 per hour
CADD Operator	\$ 85.00 per hour

E. PAYMENT

Prior to the start of design, the Client shall provide H2S with the payment schedule agreed upon between the Client and the Owner. H2S will issue invoices to the Client based upon this schedule. If the project is suspended for more than ninety (90) days, or is terminated before completion of the specified engineering services, the Client shall pay for services rendered and other direct charges thru date of suspension or termination. If the project is resumed after more than ninety (90) days of suspension, this agreement is subject to re-negotiation.

F. PERFORMANCE

H2S Engineers Inc. agrees to proceed with the work in a diligent and timely manner in accordance with the approved schedule. All engineering work covered by this agreement shall be supervised and/or performed by a registered Professional Engineer of the branch applicable to this project. The professional practice of the Engineering Firm shall comply with the "Code of Ethics" as promulgated by the National Society of Professional Engineers. The design and specifications of construction material shall be based on the considerations of economy, operation, reliability and safety for the occupancy and application. The Client shall endeavor to provide the Engineering Firm with required plans and information to permit timely and efficient performance of the herein described engineering services.

G. OWNERSHIP OF DOCUMENTS

Drawings and specifications prepared by the Engineer as instruments of service are and shall remain the property of the Engineer whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Engineer.

H. ARBITRATION

All questions in dispute under this agreement may, with the consent of both Parties, be submitted to a mutually agreed upon arbitration board when practical in accordance with the provisions of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator; or in the event there are judicial proceedings instead of arbitration, reasonable attorney's fees shall be fixed by the court.

I. PRELIMINARY NOTICE

A Preliminary Notice (on projects located in California) may be prepared and issued in accordance with the California Civil Code, Sections 3097 and 3098, for the work covered by this agreement.

J. LITIGATION

In the event either party files a law suit on the other to enforce any provision of this agreement or otherwise for any other cause, in addition to the judgment awarded by the Court, added thereto shall be reasonable attorney's fees and costs incurred by the prevailing party.

K. INSURANCE

Each party to this agreement shall carry and maintain Public Liability, Property Damage and Workman's Compensation Insurance and in addition, insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party of his employees, or by others for whom he is legally responsible. The Engineer is not responsible for the Contractor's work methods, performance, safety, schedule, labor or contractual obligations. H2S Engineers Inc. currently carries Professional Liability Insurance in the amount of \$1,000,000.00/\$2,000,000 each claim/aggregate.

K. INDEMNIFICATION

Allocation of Risk. In light of the limited ability of Engineer to affect the risks inherent in the Project, and of the disparity between Engineer's fees and potential liability for problems or alleged problems with the Project, except to the extent caused Engineer's active negligence or willful misconduct, and in addition to Engineer's common law indemnification rights, Client shall to the fullest extent allowed by law release and indemnify Engineer and Engineer's sub-consultants, if any, and their respective affiliated entities and individuals, concerning any and all claims, liability, expenses and/or losses related to the Project (including attorneys and expert fees incurred and the value of professional time expended to address claims or problems); provided, however, that this indemnification shall not apply to any indemnitee to the extent of that indemnitee's active negligence or willful misconduct. Further and in any event, Client agrees to limit the total aggregate liability concerning or related to the Project of Engineer and Engineer's sub-consultants, if any, and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning all kinds and causes of loss to the fullest extent allowed by law as to Client and its affiliated entities and individuals, contractors and successors and assigns to the greater of twice the amount of Engineer's fee received for the Project or \$25,000.

We sincerely look forward to working with you on this project.

Very truly yours,
H2S Engineers Inc.



Monita Verma, P.E., LEED AP

H2S ENGINEERS INC.

March 17, 2020

To,

Vic Nguyen
Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626

Subject: Mechanical, Electrical and Plumbing Engineering Design Services for renovation of existing sleeping quarters and restroom located at Station 32, 20990 Yorba Linda Blvd., Yorba Linda, CA 92887.

A. UNDERSTANDING OF SCOPE

1. Remodel existing restroom into minimum 2 gender neutral restrooms including showers.
2. Existing public restroom can remain or be re-configured, but a fully accessible public restroom must be provided.
3. Study and provide options for lockers (12 total).

B. SCOPE OF WORK

1. Mechanical design scope shall include:
 - a. Verify heating & cooling Load calculations for restroom.
 - b. Title 24 calculations for the compliance with 2019 California energy standards.
 - c. Prepare mechanical design drawing to include new/existing equipment schedule, sizing and location, new duct layout, new diffuser/register per new floor plan layout, installation details for equipment and ductwork, as needed.
2. Plumbing design scope shall include:
 - a. Prepare plumbing design drawing to include waste and vent system, new sink as required, cold water layouts for equipment requiring plumbing utilities, isometric diagrams as applicable and fixture calculation for plan check approval.
3. Electrical Scope shall include:
 - a. Electrical design drawings to include Lighting, power and extension/modification of existing electrical infrastructure for renovated space, single line diagrams, panel schedules and details.
 - b. Electrical T-24 Calculations.
4. We have included (1) site visit to review existing conditions and locate necessary POCs.
5. Prepare plan check ready design drawing set for city approval. (All plans to comply with 2019)
6. Provide necessary construction administration to respond to RFIs and other communications during construction. No site visit during construction administration.

C. EXCLUSIONS

1. We are excluding any SD, DD level submittal or any response to 3rd party review except plan-check.
2. Any electrical panel power recording.
3. Any work 5' outside of the building.
4. Preparation of any as-builts drawings.
5. One site visit is included within the scope. Additional site visit required due to any client or city driven changes will be charged at an hourly rate. Any necessary site visit will be charged separately at \$ 95 per hour.

D. COMPENSATION

1124 N Boatswain Circle, Anaheim, CA 92801
Ph: (203) 685-1698; Fax: (714) 276-0658; Email: mverma@h2sengineers.com

We propose to furnish these described services for the following fee:

Five Thousand Eight Hundred Dollars (\$5,800)

CADD plots will be billed at \$5.00 per plot (plan check submittal and final submittal). Other direct charges shall be billed for separately and include drawing and document reproduction, specified materials to be purchased, travel expenses and other Consultants.

Additional services outside the Scope of Work agreed upon shall not be performed without the authorization of the Client and/or Owner. When so authorized, we will provide the services and charge for them at the following rates:

Senior Engineer	\$ 135.00 per hour
Designer	\$ 120.00 per hour
CADD Operator	\$ 85.00 per hour

E. PAYMENT

Prior to the start of design, the Client shall provide H2S with the payment schedule agreed upon between the Client and the Owner. H2S will issue invoices to the Client based upon this schedule. If the project is suspended for more than ninety (90) days, or is terminated before completion of the specified engineering services, the Client shall pay for services rendered and other direct charges thru date of suspension or termination. If the project is resumed after more than ninety (90) days of suspension, this agreement is subject to re-negotiation.

F. PERFORMANCE

H2S Engineers Inc. agrees to proceed with the work in a diligent and timely manner in accordance with the approved schedule. All engineering work covered by this agreement shall be supervised and/or performed by a registered Professional Engineer of the branch applicable to this project. The professional practice of the Engineering Firm shall comply with the "Code of Ethics" as promulgated by the National Society of Professional Engineers. The design and specifications of construction material shall be based on the considerations of economy, operation, reliability and safety for the occupancy and application. The Client shall endeavor to provide the Engineering Firm with required plans and information to permit timely and efficient performance of the herein described engineering services.

G. OWNERSHIP OF DOCUMENTS

Drawings and specifications prepared by the Engineer as instruments of service are and shall remain the property of the Engineer whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Engineer.

H. ARBITRATION

All questions in dispute under this agreement may, with the consent of both Parties, be submitted to a mutually agreed upon arbitration board when practical in accordance with the provisions of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator; or in the event there are judicial proceedings instead of arbitration, reasonable attorney's fees shall be fixed by the court.

I. PRELIMINARY NOTICE

A Preliminary Notice (on projects located in California) may be prepared and issued in accordance with the California Civil Code, Sections 3097 and 3098, for the work covered by this agreement.

J. LITIGATION

H2S ENGINEERS INC.

In the event either party files a law suit on the other to enforce any provision of this agreement or otherwise for any other cause, in addition to the judgment awarded by the Court, added thereto shall be reasonable attorney's fees and costs incurred by the prevailing party.

K. INSURANCE

Each party to this agreement shall carry and maintain Public Liability, Property Damage and Workman's Compensation Insurance and in addition, insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party of his employees, or by others for whom he is legally responsible. The Engineer is not responsible for the Contractor's work methods, performance, safety, schedule, labor or contractual obligations. H2S Engineers Inc. currently carries Professional Liability Insurance in the amount of \$1,000,000.00/\$2,000,000 each claim/aggregate.

K. INDEMNIFICATION

Allocation of Risk. In light of the limited ability of Engineer to affect the risks inherent in the Project, and of the disparity between Engineer's fees and potential liability for problems or alleged problems with the Project, except to the extent caused Engineer's active negligence or willful misconduct, and in addition to Engineer's common law indemnification rights, Client shall to the fullest extent allowed by law release and indemnify Engineer and Engineer's sub-consultants, if any, and their respective affiliated entities and individuals, concerning any and all claims, liability, expenses and/or losses related to the Project (including attorneys and expert fees incurred and the value of professional time expended to address claims or problems); provided, however, that this indemnification shall not apply to any indemnitee to the extent of that indemnitee's active negligence or willful misconduct. Further and in any event, Client agrees to limit the total aggregate liability concerning or related to the Project of Engineer and Engineer's sub-consultants, if any, and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning all kinds and causes of loss to the fullest extent allowed by law as to Client and its affiliated entities and individuals, contractors and successors and assigns to the greater of twice the amount of Engineer's fee received for the Project or \$25,000.

We sincerely look forward to working with you on this project.

Very truly yours,
H2S Engineers Inc.



Monita Verma, P.E., LEED AP

EXHIBIT "B"
Statement of Qualifications



April 4, 2019

**Request for Qualifications-
On-Call Capital Improvement and
Construction Related Professional Services**

**RFQual No. RO2362:
Architectural and Engineering Design Services**

Orange County Fire Authority



**Jack Panichapan, AIA, LEED AP
Principal/CEO**

**Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, 92626**

**jack@gparchitects.org
Tel. 714.668.4260
Fax. 714.668.4265**

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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.

Gillis and Panichapan Architects, Inc.

Name of Firm

2900 Bristol Street, Suite G-205

Address

Costa Mesa

CA

92626

City

State

Zip



Signature of Person Authorized to Sign

04/01/2019

Date

April 4, 2019

Rothchild Ong
Orange County Fire Authority
Purchasing Section
1 Fire Authority Road Bldg. C
Irvine, CA 92602

Re: RFQual Number: RO2362- On-Call Capital Improvement and Construction Related Professional Services [Speciality Area A- Architectural and Engineering Design Services]

Rothchild Ong-

We are pleased to forward to you our statement of qualifications for the RFQual Number: RO2362- On-Call Capital Improvement and Construction Related Professional Services (Speciality Area A- Architectural and Engineering Design Services)

Our work experience involves collaboration with Municipal and Water District agencies on a broad range of projects in complexity, scope of work, and size:

- We specialize in the providing services for new ground-up and rehabilitation of public buildings, police and fire training facilities, Civic Centers, educational facilities, public works facilities, water districts from conceptual design through to project move-in.
- We believe sustainability and life cycle cost efficiencies as a cornerstone of our work. Our goals are to develop the optimum balance of comfort, ease of maintenance, and cost efficiency for your future facility.
- Our skills and the experience encompass working with helping the Public Agency to visualize their future facility as the design develops. We are able to generate 3-d conceptual models, and clear graphics that communicate a project's intention at the earliest stages.

Jack Panichapan leads an architecture studio composed of an experienced team of professional architects and interior designers. Jack is hands on, working directly one on one with clients throughout every stage of the project.

We work with a select team of engineers and specialists that share and contribute to our expertise over countless years on Water District and Public Works Projects. All of our consulting engineering team share a deep working relationship with us on scores of successful projects for many years. The size of the office and years of working together with our team of consultants over many decades allow us to be flexible and nimble, enabling us to respond to IEUA's needs at a moment's notice. The team is LEED accredited, and are highly experienced in sustainable design, completing many LEED certified projects throughout the Southern California.

April 4, 2019

Licensed Professionals

Jack Panichapan- Principal/CEO

- Professional Architect, CA, 29344
- Professional Architect, IL, 001-018109
- LEED Accredited Professional

Vic Nguyen- Design Director/Project Manager

- Professional Architect, CA, C-30250
- LEED Accredited Professional

Kent Klueter- Project Architect

- Professional Architect, CA, 25189
- LEED Accredited Professional

Certifications

- **Disadvantaged Business Enterprise**
(DBE), California Unified Certification Program
- **Small Business Enterprise**
SBE), Los Angeles County Metropolitan Transportation Authority
- **Minority Business Entity**
(MBE), The Supplier Clearinghouse

Gillis + Panichapan Architects, Inc. and all sub-consultants are not under suspension or debarment by any state or federal government agency.

Gillis + Panichapan Architects, Inc. and all sub-consultants are able to meet all OCFA Insurance requirements.

We believe our experience, size, flexibility, and range of skills will be ideal to suit the Authority's needs. Gillis + Panichapan Architects Inc. (GPa) is a full-service Architectural and Interior Design firm with over twenty-five years of experience serving Cities, Water District, and various Public Agencies throughout California. Our successful experience with these Agencies leaves us with a great depth of intimate knowledge that we can bring forward specifically to the Orange County Fire Authority.

We are pleased to submit our qualifications, and hope to have the opportunity to further demonstrate our enthusiasm, and express our experience in more detail.

Respectfully,



Jack Panichapan, AIA, LEED AP, President, CEO
jack@gparchitects.org
714-668-4260

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: Gillis + Panichapan Architects, Inc. (formally known as Gillis and Associates Architects, Inc.)		
Business Parent or Ownership:		
Address: 2900 Bristol Street, Suite G-205, Costa Mesa, CA 92626		
Business Telephone No. (714) 668-4260	Business Fax No. (714) 668-4265	
Business Tax I.D. Number: 33-0951611	CSLB License Number: C2330162	DIR Registration Number:
Legal form of company: (partnership, corporation, joint venture) S Corporation		
Length of time your business has been in business: 30 years	Length of time at current location: 30 years	
Number of employees and Number of Current Clients 5 full time employees and 27 current clients		

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

Name: Vic Nguyen	Title: Design Director
Telephone No.: (714)-668-4260	E-mail: vnguyen@gparchitects.org

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

Name: Vic Nguyen	Title: Design Director
Telephone No.: (714)-668-4260	E-mail: vnguyen@gparchitects.org

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".

Gillis + Panichapan Architects (GPa)

Our company was founded in 1989 by Donald Gillis as Gillis and Associates Architects, Inc. In 2008, our name changed to Gillis + Panichapan Architects, Inc.

We are a full-service Architecture, Planning, and Interior Design Firm centrally based in Costa Mesa, California; our company employs five full time employees. We provide full services, from architectural design, interior design, space planning all the way through construction administration and move management services. We have decades of experience in design and planning for Civic, Municipal, and Water District Facilities.

For nearly 30 years, our firm has distinguished itself by providing excellence in architecture, space programming, master planning, and interior design services. With extensive experience in public architecture, our work includes the design of hundreds of public works facilities ranging from municipal offices, community centers, schools, maintenance facilities, fire and police facilities, educational facilities, and more.

GPa's Philosophy

We have completed a large breadth and variety of projects for Public Agencies all over California, with each one being uniquely different based on the respective needs and regional aspirations. Even though building and project types may be similar, each project is distinctly unique to our Clients. We believe the foundation for the project starts with the goals and visions of our Client.

We guide our clients into making small decisions at a "step by step" basis with number simple strategic questions that can move a project forward rather than overwhelm. Our strategy of collaboration can provide an overall sense of ownership and pride for our clients in the direction and outcome a project. The client's involvement at every step of the process allows an open door to communication and flexibility while the direction and goals of the overall project are kept under control.

With strategically placed interactive workshops with our clients, we are able to achieve a better understanding of the client's conditions and needs. We also make sure to consider the anticipated personnel growth of the organization as it plays a vital role when it comes to the overall project.

Our Unique Position

The vast majority of our company's clients are public agencies, approximately 99%. Most of our clients are repeat clients and referrals. Also, being involved with public agencies for nearly 30 years we understand that often times decisions are driven by more than just functional and budget needs and there are a multitude of complex decision-making factors.

A key distinguishing factor of our firm is Jack's (Principal and CEO) involvement throughout the duration of the entire project. He is there in the initial stages conducting interviews and is there at the end when the project is complete and the client is back to normal operation. His hands-on approach and constant interaction with the client can offer the reassurance that the final product will be the best solution for their organization to function effectively and best serve their staff and customers moving forward. In the end we know that a successful space and master plan reflects our success as a firm, but more importantly in its ability to play a defining role in the occupants' well-being for many years to come.

Our company also understands and takes into consideration the constant technological advances and social evolution in work collaboration and space planning. As a result, we stay on top of these changes and incorporate them as deemed necessary all the while taking into consideration the client's specific needs and budget.

Our Services

For nearly 30 years, GPA has provided architecture, planning, and interior design services internally. We can offer the following range of services based on each individual project need.

- Needs Assessment
-The needs assessment is a fundamental step in discovering the vital issues of the buildings program, scope of work, and current and/or future needs. Completion of the assessment will effectively dictate staff/ building planning and future renovations for many years to come. We have completed needs assessments serving as a foundation to design planning and budget for municipal facilities in a vast range of types, needs, and sizes.
- Programming & Review of Previously Developed Architectural Programs
-We help SCE to review and assess previous studies of their existing facilities and develop a solid program that initiates the physical building design process.
- Site Analysis and Feasibility Studies
-Our site studies regard the community, codes, zoning, ease of circulation, department infrastructure, urban infrastructure and transportation, and are often aligned with maximizing passive sustainable strategies.
- Space Planning
-Stemming from our expertise and experience with office planning we would develop design schemes for workstation layouts needed for optimal function of the Department within a given space.
- Conceptual/Schematic Studies
-We work closely with the client developing ideas and the program to ensure that the design from beginning to end is an expression of the client's needs and budget while having the design enhance connectivity within the surrounding community.
- 3-D modeling and rendering services
-We render buildings and spaces to convey to our clients and the surrounding community vivid 3-dimensional characteristics of the proposed design from schematic design to design development.
- Project Administration & Management Services
-We have a wealth of experience in orchestrating consultants and the team to ensure integrity remains in the function and intent of design throughout the process.
- Entitlement Processing
-We have experience with CEQA and California Coastal Commission procedures, as well as local city planning and plan check procedures throughout California. In every step of the way we are there to communicate solutions to community sensitivities and facilitate an expedient entitlement.
- Site Development Planning
-Our experience ranges designing master plans for complex city yard facilities, campuses for water districts, to smaller urban infill projects and projects that involve challenging topological conditions.
- Historic Preservation Planning, Review, and Design
-Restoring historic city building (including the Irving Gill designed Oceanside City Hall), members on our team have had a rich experience with work on renovation of sensitive historical landmark buildings, and working with historical landmarks preservation committees.
- ADA Compliance Review Planning and Retrofits
-Many of our projects have involved older existing building with often tight and complex conditions in which we resolve, and retrofit for ADA compliance.

- **Schedule Developing**
-We have a wealth of experience scheduling and phasing projects for design and construction, including for existing facilities, many which allow for continuous occupancy during construction.
- **Construction Document Development, Specification Writing**
- Our office provides precise construction document work, often leading to minimal change orders resulting in projects that have a high likelihood on time and on budget.
- **Cost Estimating Services**
-We can provide the client with good conceptual cost estimates based on our experience and history with working on a large range and variety of municipal project types. For in-depth cost analysis during design development, we work with an experienced team of cost estimators that can give specific construction costs to help us meet the budget during design.
- **Contract Bidding and/or Negotiations Services, i.e. Change Orders, etc.**
-During construction, there could be added value in spotting solutions that can improve the building and save costs which results in change orders during construction. We would be there to rectify the situation and clarify this with the client and the team to ensure the project remains on schedule and on budget.
- **Construction Contract Administration**
-In order to ensure quality, we recommend being retained for construction administration. We are there to verify that the building meets the design intent, quality, as well as code and energy issues as depicted on the construction documents.
- **Furniture Procurement**
-GPA can provide design and/or recommend selection of furniture, fixture and equipment. We have extensive experience and expertise in office planning and interior design and can provide these services. We foresee the coordination of workstations, and general equipment and furniture that correlate to interior design.
 - a. Furniture Evaluation, Selection and Implementation
 - b. Define selection criteria and guideline specifications
 - c. Define panel, electrical and component requirements
 - d. Develop Detailed Office and Workstation Plans
 - f. Oversee Development of Final Furniture Shop Drawings
 - g. Oversee the Final Purchase Order Requirement
 - h. Prepare Furniture Installation Punch list
- **Move Management Services**
-Our team has a lot of experience in regards to move management services. Many of our projects involve construction during occupancy where we have assisted the client temporarily relocate from one area to another.
- **Sustainable Design and/or LEED Documentation Services**
-Our standard practice is sustainable design. Our staff is LEED accredited and are experienced with helping the project attain LEED certification when necessary.

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	City of San Gabriel
Contact Individual & Title	Patricia "Patty" Pena, Management Analyst
E-mail/Telephone number	Ppena@sgch.org (626) 308-2825
Date of Project & Description of services provided including contract amount	Completion date: 2016 Contract Amount: \$660,000 Needs Assessment through Construction Administration
Customer Agency Name	City of Buena Park
Contact Individual & Title	Jeff Townsend, Associate Engineer
E-mail/Telephone number	JTownsend@buenapark.com (714) 562-3680
Date of Project & Description of services provided including contract amount	Completion date: 2018 Contract Amount: \$230,000 Needs Assessment through Construction Administration
Customer Agency Name	Tetra Tech (Prime Consultant to WRD)
Contact Individual & Title	Steve Tedesco, Senior Vice President
E-mail/Telephone number	Steve.Tedesco@tetratech.com (949) 809-5153
Date of Project & Description of services provided including contract amount	Completion date: Ongoing Contract Amount: \$650,000 Design Development through Construction Administration
Customer Agency Name	WRD- Water Replenishment District of Southern California
Contact Individual & Title	Charlene King, Associate Engineer, Construction & Operations
E-mail/Telephone number	cking@wrld.org (562) 275-4252
Date of Project & Description of services provided including contract amount	Completion date: 2018 Contract Amount: \$43,000 Needs Assessment through Construction Administration
Customer Agency Name	Griffin Structures (Prime Consultant to the City of Westminster)
Contact Individual & Title	Dustin Alamo, CCM, LEED AP, Vice President
E-mail/Telephone number	Dalamo@griffinstructures.com (949) 497-9000 x263
Date of Project & Description of services provided including contract amount	Completion date: 2015 Contract Amount: \$700,000 Needs Assessment through Construction Administration

Firm Experience

On-Call Capital Improvement and Construction Related Professional Services



built-



San Gabriel Municipal Yard Facility

Address: 927 E. Grand Ave., San Gabriel, California 90680

Project Description:

The Municipal Yards Facility artfully combines the diverse and evolving programming needs of the Public Works Department for the City of San Gabriel which encompasses the Maintenance Division, Engineering, and Administration Staff into one facility on a challenging and limited site. Located on a 3.5 acre narrow sloping parcel of land bordering a wash on one side and homes on another, the new Maintenance Facility for the city of San Gabriel had programmatic challenges with vehicular circulation, and noise mitigation that were resolved architecturally. The facility considers sustainable design features such as native plantings, recycled materials, and north-south fenestration orientation for energy efficiency.

GPa was responsible for developing the needs assessment and programming for the facility and proceeded through design and construction documentation.

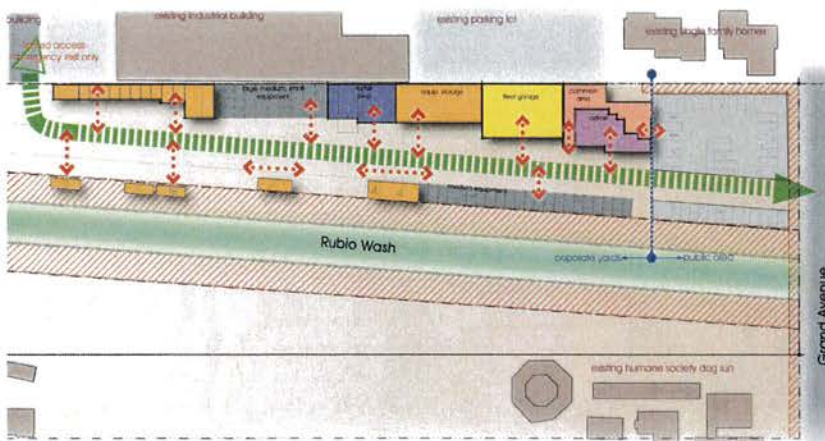


interior-

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project for the exterior and interior including furnishing.

Kent Klueter – Mr. Klueter was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.



site plan-

Project Size: 34,600sf

Completion Date: 2016

Municipal | Corporate Yard



rendering- WRD GRIP

WRD GRIP- Advanced Water Treatment Facility

Address: 4300 San Gabriel River Pkwy Pico Rivera, CA 90660

Project Description:

As a Consultant to Tetra Tech, WRD is developing an advanced reclaimed water treatment campus that includes an approximately 45,000sf treatment plant process building and an approx. 24,150sf two story Administration and Visitors Building.

During the course of development, the general architectural aesthetic of the buildings and site landscape concepts and theme had been developed through several phases including community outreach input with the surrounding neighborhoods. The final results of this design were through stages of Design-Build an architectural philosophy which is consistent with the theme and character that has been established by WRD.

We would work interactively with WRD in order to ensure that the implementation of the final design aligns with the established budget, needs, and goals for the architecture of new facility. Throughout the development of the project this can be implemented with workshops. We anticipate the facility to achieve a minimum of LEED Gold v4.

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project for the exterior and interior including furnishing.

Kent Kluefer – Mr. Kluefer was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.



site plan-



rendering-

Project Size: 69,150sf

50% Construction Complete

Treatment | Treatment Plant

On-Call Capital Improvement and Construction Related Professional Services

Westminster Corporate Yard Campus

Address: 14381 Olive St., Westminster, CA 92683



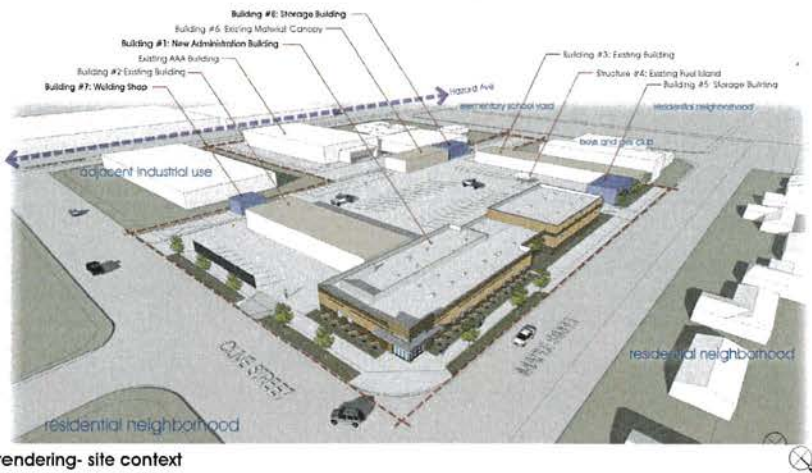
built- Westminster Corporate Yard

Project Description:

The existing city maintenance yard facility built in the early 1960s, is overcrowded,

inefficient, and no longer sufficient to implement the city's needs as a maintenance facility. GPA was obtained to update and expand the current facility. The new corporate yard includes a new administration building, canopy, fuel station, and warehouse facilities. The renovation and addition takes place within the existing site of the city's current municipal facility along with an adjacent building the city has obtained for a police training facility requiring renovation. Another building housing the Boys and Girls Club was also renovated as a part of this project.

One of the challenges of this project was that the facility is required to be operational during the course of renovation. GPA worked with the city for a phasing plan to relocate staff and keep it operational during the course of construction. The new building contains notable sustainable features and reflects the residential scale of the surrounding residential neighborhood. GPA completed the space planning and furniture procurement for the both the corporate yard and the police training facility. We also provided code updated retrofits for the Boys and Girls Club.



rendering- site context



Interior- Westminster Police Training Facility

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project for the exterior and interior including furnishing.

Kent Klueter – Mr. Klueter was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.

Project Size: 17,000sf

Completion Date: 2015

Municipal | Corporate Yard

Firm Experience

On-Call Capital Improvement and Construction Related Professional Services

WRD Headquarters Tenant Improvement

Address: 4040 Paramount Blvd Lakewood, California 90712



Project Description:

Our experience with the Water Replenishment District of Southern California (WRD) exemplifies our building modification experience, expertise, and foresight. This project involved relocating the entire staff from their existing headquarters into a 20,000sf building. Through our needs assessment study, we were able to determine that the building was 25% larger than their needs at the time.



Interior- WRD Headquarters

Although the entire building was not fully occupied at the beginning, we helped WRD assess opportunities for long term growth and cost savings. Overall upgrades were made to the interior design, lighting, HVAC system, and restrooms, reflecting the entire building that addressed both their current needs along with future needs when the organization can expand into the additional spaces that they could be leased out.

Just recently WRD had obtained our services to expand into the extra spaces. The building modifications for this recent relocation were very minor since these relocations were anticipated in the initial building modification/relocation. This also allowed them to be follow operational and occupy the building during the process of construction. Understanding of both architecture and space planning collectively allows us to implement building modifications from the initial stages that not only address the client's current needs but their future ones as well.



Interior-

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the interior design of this tenant improvement project which also included furnishing.

Kent Klueter – Mr. Klueter was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.



Interior-

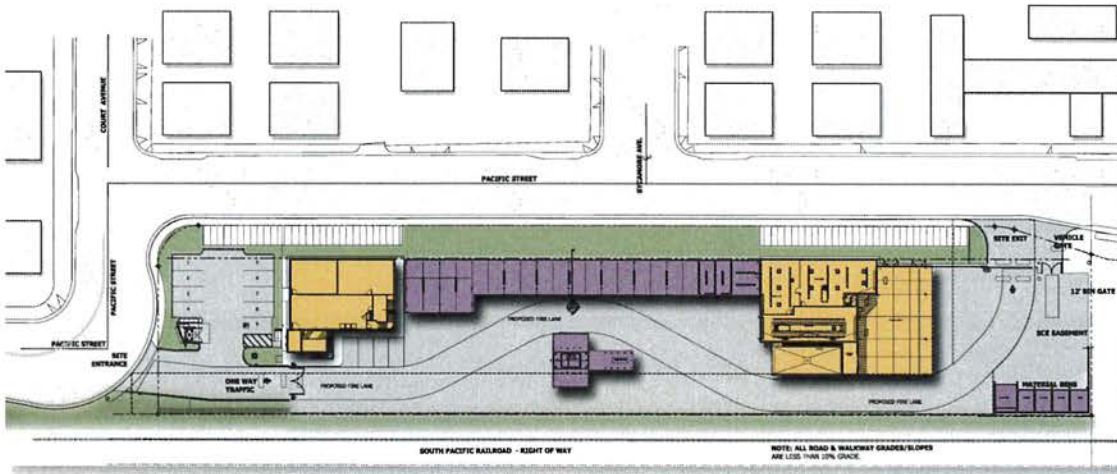
Project Size: 20,000sf

Completion Date: 2008/2017

Water District | Headquarters

Firm Experience

On-Call Capital Improvement and Construction Related Professional Services



site plan- Stanton Corporate Yard Facility

Stanton Corporate Yard Facility

Address: 8100 Pacific Street, Stanton, California 90680

Project Description:

Historically, the narrow site along the railroad tracks flanked with high powered transmission lines has long been unused and covered with overgrown weeds and trash. The neighborhood had been exposed to the noise and pollution from the passing trains and the industrial facilities beyond. Not only built in the appropriate scale, with its size and proportion transitioning the adjacent profiles of large industrial warehouses to the smaller residential houses, the Stanton Corporate Yard enhances the residential community into a peaceful enclave from the industrial activity that once battered it continuously along its southern border.

The new Maintenance Facility for the City of Stanton contains:

- 5,600sf of Office Building
- 8,000sf Warehouse
- 5,000sf Vehicle Canopy
- 1,000sf Fueling Area
- 1,600sf Covered Structure for Street Cleaner, drying area for Debris and Material Bins

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project for the exterior and interior including furnishing.

Kent Klueter – Mr. Klueter was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.

Project Size: 21,200sf

Completion Date: 2010

Municipal | Corporate Yard



built-



built-

Firm Experience

On-Call Capital Improvement and Construction Related Professional Services



built- Ehlers Event Center

Ehlers Event Center

Address: 8150 S. Knott Ave., Buena Park, CA 90620

Project Description:

The existing 30,000sf facility is composed of a campus of Community Buildings, Senior Citizens' Center, and Banquet Facilities that is currently a major community gathering place. Built in the 1960s, the facility had a great deal of deterioration including dry rot along with deferred maintenance and was in need of updating. It also had issues of security, and homeless accessing private courtyard areas of the facility. Many of the Mid-century modern exposed wood details needed to be repaired and protected.

GPa was assigned to provide a strategic design to enhance security while also giving the facility a restoration and architectural update. Details were developed to repair and prevent future dry rot and deterioration. We provided design schemes and renderings as a part of an interactive process to design it with the City and the Community input and collaboration while staying on a restrictive budget.

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project.

Vic Nguyen – Mr. Nguyen was the Project Architect and was in charge of the design, rendering, entitlements, construction documents and construction administration for the project which also included coordinating documents between all the disciplines.



built- Ehlers Event Center Parking



built- Ehlers Event Center Parking

Project Size: 30,000sf

Completion Date: 2018

Municipal | Community Center

Introduction

GPa's experience involves collaboration with public agencies on a broad range of projects with varying complexity, scope of work, and size:

- We have expertise in needs assessment, space, and master planning for a large range of public facilities including many local Municipal/Water District Campuses and Headquarter facilities.
- We have a wealth of experience with public agencies building new community centers, classrooms, training rooms, administration buildings, and city yard facilities from the ground up – schematic design through construction administration and permitting. We offer full services in Architecture and Interior Design.
- Our skills and the experience encompass working with the community and the city to attain entitlements for projects large and small. We are able to generate 3D renderings and clear graphics that communicate a project's intention to owners, community, and the project team.

Project Availability

Our philosophy involves having Jack, the principal, work on the project day to day from project initiation up through move-in day and beyond. Beyond having the principal involved throughout all phases, we ensure that great relationship and rapport is maintained with a consistent team. Either Vic or Kent will be providing project support along side Jack throughout the entire course of the project. No assigned personnel will be substituted without the approval of the Orange County Fire Authority.

Because there is no interruption in communication with leadership transition, we have a high success rate in completing projects within scope, on time, and on budget.

Environmental Sensitivity

Gillis + Panichapan Architects, Inc. believe sustainability is a major cornerstone of our practice and work. Whether or not a project seeks certification for LEED, we commit to sustainable practices in every one of the projects we work on. Considering cost and schedule, we maximize our projects to contain the greatest number of sustainable features within the design. We believe this is an optimal approach for cost savings, long term maintenance, and minimizing impact on the site and the environment overall.

Every architect at GPa are LEED accredited and well qualified to guide your project towards practical sustainable design solutions or LEED certification. We have achieved LEED certification in a large number of our municipal projects.

GPa Process and Management

At the beginning of a project for any size and budget range, our approach to effectively manage the project cost, schedule and quality begins with defining the project scope, and aligning it to the OCFA's goals, budget, and timing for completion. This information is presented and discussed at the Kick-off meeting with the Agency and the goals are mutually established.

In the event where the project budget and timeline is defined prior to the meeting, we will develop and submit the preliminary schedule denoting key milestones and deliverables for the OCFA to review and obtain their feedback at the Kick-off meeting.

During the progress of the project design, formal organized workshops will be provided to share our findings coordinating with the OCFA Team. The project progress will be presented in interactive workshops for input and guidance for iterative refinements. These workshops would involve collaboration with the Agency staff to discuss design ideas and how it impacts operational needs. This process will be a chance to showcase progress and gauge reaction. We are skilled with design communications, our drawings and renderings are used optimally and effectively to communicate ideas and bring the OCFA's vision to life be it early conceptual stage, design development, or right up through guidance of issues during construction stages.

Cost Control

As the project develops, our team will provide and update detailed cost estimates for the project. Knowing the cost estimates early allows us to make necessary adjustments to bring the project under budget with minor concessions. We use in house as well as professional cost estimating services to effectively control the project cost during design. More importantly, all major project decisions are evaluated in terms of cost impact on the project. We can inform and advise our Clients of the cost impact on the project to assist them with the decision-making process to maximize the impact on often strict and lean budgeting needs.

Schedule Control

The project schedule (Gant Chart) is developed to show major milestones for the project, the important decision-making workshops, as well as individual minor tasks that need to be completed. We regularly update the schedule and submit the updated schedule to the client as well as inform our consultants of the timeline for the completion of specific tasks to keep the project on schedule.

Quality Control

To ensure accuracy in the delivery of the project, we have developed an in-house quality control program that outlines the various items that need to be reviewed at each phase of the project. This review is performed by both the principal and our various team of consultants. In addition, consultant drawings are reviewed for compliance with design objective as well as for possible conflict with the other elements of input from varying disciplines. We have a wealth of experience scheduling and phasing projects for design and construction for our Municipal and Water District Clients, including for existing facilities, many which allow for continuous occupancy during construction.

Licensed Professionals

Jack Panichapan- Principal/CEO

- Professional Architect, CA, 29344
- Professional Architect, IL, 001-018109
- LEED Accredited Professional

Vic Nguyen- Design Director/Project Manager

- Professional Architect, CA, C-30250
- LEED Accredited Professional

Kent Klueter- Project Architect

- Professional Architect, CA, 25189
- LEED Accredited Professional

GPa currently holds all necessary licenses to perform the services as offered and those licenses have been consistently active for longer than the required 5 year minimum without revocation or suspension.

Certifications

- **Disadvantaged Business Enterprise**

(DBE), California Unified Certification Program

- **Small Business Enterprise**

SBE), Los Angeles County Metropolitan Transportation Authority

- **Minority Business Entity**

(MBE), The Supplier Clearinghouse

GPa has not been found to be non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing/responding for work for any public agency within California within the past 5 years.

Unique Methods

What distinguishes our firm from others are our small teams that are committed to the project from inception to move in day, namely direct Principal involvement.

Jack Panichapan will be the primary contact with the OCFA throughout the entire process of the project. Our principal and CEO's intimate involvement with the project we believe is the key to the project success.

Our philosophy involves having Jack, the principal, work on the project day to day from project initiation up through project completion. Beyond having the principal involved throughout all phases, we ensure that great relationship and rapport is maintained with a tight consistent team throughout the course of the project. Either Vic or Kent will be providing project support alongside Jack throughout the entire course of the project. OCFA will have direct access contact with Jack and selected team members including after hours and emergency situations that may arise during the term of the contract.

Because there is no interruption in communication with leadership transition, we have a high success rate in completing projects within scope, on time, and on budget.

Agency/Municipality Communication

Our firm specializes in Municipal and public works projects. Over 99% of our projects are civic and municipal projects, therefore communicating with various local agency building departments and the permitting processes of different municipalities occurs on a consistent basis. Our consistent experience is also supplemented by seminars and training our architects participant in on the on-coming Building code updates and changes with the Cities.

Over time, the organizational structure, codes and regulations change and are unique from one jurisdiction to another. Working with public agencies and cities for decades, we are aware of the pulse and changes to the code and the aims and goals of agencies overall. This is something GPa deeply understands and works with City's often in the earliest stages of design for an efficient and effective entitlement process.

GPa's observations and analysis, accompanied with our expertise built upon many years of working with Civic and Municipal Facilities all over the state of California, and can offer an essential and optimum road map to entitlement.

Specifications and Bidding Documents

GPa has one key person working directly on the Construction Drawings and Specifications which provides for a better coordinated Construction Documentation. GPa has over 25 years experience in California: Publicly Bid and constructed Projects: Fire Stations, Indoor Shooting Ranges, Water District Offices and Facilities, City Maintenance Yards, and City Animal Services.

We Provide:

- Continuous Drawing and Specification Coordination, with consultants (M.E.P., Structural, Civil, Landscaping, LEED assistance, etc.)
- Continuous Buildability and Budget reviews with concurrent Design consistency review.
- In-house quality review spanning the OPR (Owner's Project Requirement) and original Design Intent, through Construction Documentation and Construction Administration.
- Specification Resources for high quality materials and systems providing multiple bidding options for a more competitive public Bid.
- Customized specifications for each Project using a Master Guide Program (Building System Design, Inc., SpecLink E) which is constantly updated with current information, industry reference standard updates, manufacture information, etc.).

Experience- Large Scale Essential Facilities

Architecture:

We have worked with many essential facilities currently and in the past including fire stations. As an architecture firm during the construction phases, we are there to make sure the workmanship and materials are delivered and built to the quality provided by the drawings.

We would assist the OCFA in the construction support services for the project during the construction process, and through the installation of furnishings, fixtures, and equipment (FF&E).

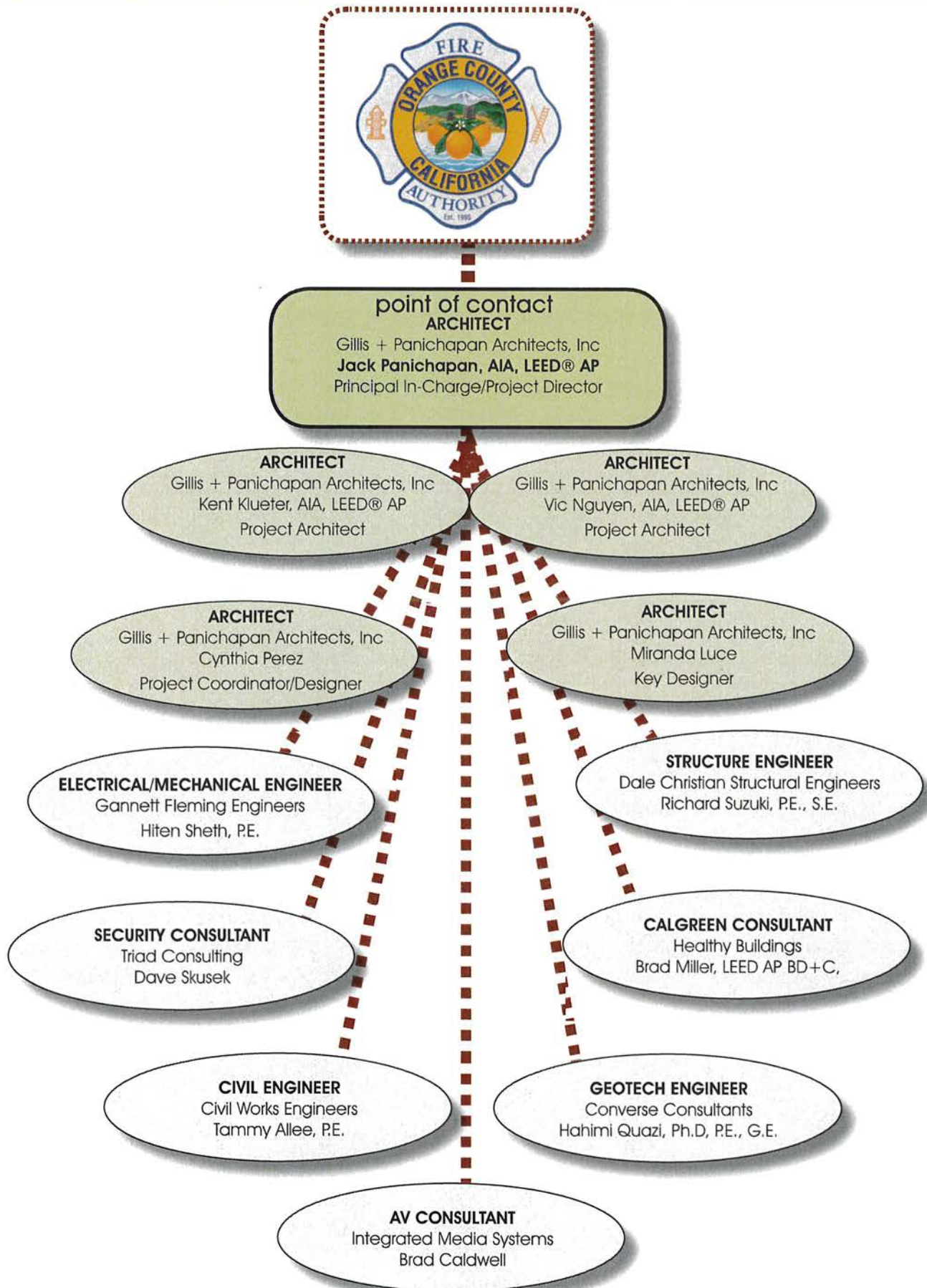
- Periodic onsite review of construction activities. We will attend Weekly meetings as required during construction administration for review of progress, on site coordination and punch walks.
- CALGreen Commissioning (see below)
- Attend regular weekly construction coordination meetings
- Assist with quality assurance and quality control.
- Submittal and shop drawing review.
- Review and response of RFIs, Submittals and Shop drawings for engineering related items.
- Respond to Requests for Information (RFI).
- Assist in change order review and negotiations.
- Coordinate the production of record (as-built) documents.
- Assist and advise during the installation of FF&E and move in activities.
- Participate in the creation of punch list
- Prepare as-built drawings.

Construction Management:

We have construction managers that we have teamed with for many years on essential facilities project. One of our primary team members is Griffin Structures, a construction management company. Griffin Structures approaches each project with the perspective of an owner, and the insight of a contractor. Based on their unique blend of experience as both public agency construction managers and at-risk fee developers, Griffin has the unique ability to provide enhanced services to its clients. Like an owner, they approach every project with the perspective that it is our money, our schedule, and our facility that is being developed. Like a contractor, they have the extensive field experience to understand the mindset of a contractor, the often-hidden decision-making process, and an in depth understanding of the technical issues faced by a contractor. Together, with those 2 key components, Griffin Structures is able to provide construction management services will insure a successful project of the highest quality.

Personnel: Organizational Chart

On-Call Capital Improvement and Construction Related Professional Services





Jack Panichapan, AIA, NCARB, LEED® AP CEO/Principal

Role in the Project:

As the Principal, and Project Director, he is committed to managing incoming documents, coordinating consultants and handling discrepancies to ensure accuracy in the delivery of the project personally for every client.

Experience with the requirement and tasks:

Experience:

Years of Experience: 26
Years with GPA: 16

Registration:

Professional Architect, CA,
29344
Professional Architect, IL,
001-018109
LEED Accredited
Professional

Education:

M. Arch, 1997,
Architecture, Iowa State
University
B. Arch, 1996,
Architecture, Iowa State
University

Professional Affiliations:

American Institute of
Architects
National Council of
Architecture Registration
Board

Relevant Experience:

- City of Escondido – Need Assessment, Maintenance and Water District Facility
- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Moulton Niguel Water District – Need Assessment on Administration Building
- City of Westminster – Corporate Yard and Police Department, Needs Assessment and Site Planning
- City of San Gabriel – Municipal Yard Facility
- University of California, Irvine, Health – On-Call A/E Services
- Imperial Irrigation District – Needs Assessment on Multiple Department
- City of Fullerton – Public Facilities and CNG Station
- City of Santa Ana – Jerome Center, Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)
- City of Oceanside – Pure Water Treatment Facility
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Mojave Water Agency – Need Assessment, New Headquarte Facility, and Central Operation Facility, Apple Valley, CA
- Southern California Edison – Volunatry Seismic and ADA Upgrades
- City of Oceanside – La Salina Pump Station



Kent Klueter, AIA, LEED® AP **Project Architect**

Role in the Project:

Mr. Klueter is experienced in project coordination and management including developing working drawings, coordinating with engineering consultants, coordinating production of construction documents and building department, administration of the bidding process, ADA compliance, building code requirement, specification, and construction administration.

Experience:

Years of Experience: 27

Years with GPA: 20

Registration:

Professional Architect, CA,
25189
LEED Accredited
Professional

Education:

B. Arch, 1990,
Architecture, California
Polytechnic State
University, San Luis Obispo

Professional Affiliations:

American Institute of
Architects
National Council of
Architecture Registration
Board

Experience with the requirement and tasks:

With 27 years of experiences, and 20 years with GPA, Mr. Klueter has been working with varies types of project, such as municipal, water district, police facility, corporate yard, pump station, maintenance facility, civic facilities and training center (dispatch centers and essential facility).

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility,
- Moulton Niguel Water District – Need Assessment on Administration Building, Moulton Niguel, CA
- University of California, Irvine, Health – On-Call A/E Services
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- City of Long Beach – Municipal Urban Stormwater Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- Mojave Water Agency – Need Assessment, Central Operation Facility, Apple Valley, CA
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- Water Replenishment District of Southern California – Advanced Water Treatment Facility-GRIP Pico Rivera, CA
- Bellflower Somerset Mutual Water Company – Leahy Avenue Water Well Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- City of Riverside – Pyrite Canyon Water Treatment Facility



Vic Nguyen, AIA, LEED® AP
Design Director/Project Manager

Role in the Project:

Mr. Nguyen is responsible for design presentation and quality control. With graphic, 3-D modeling and BIM expertise, he can assure quality project team coordination in every step of the design process. Moreover, he is in charge of project approvals at all stages from planning to building entitlement.

Experience:

Years of Experience: 19
 Years with GPA: 9

Registration:

Registered Architect, CA,
 C-30250
 LEED Accredited
 Professional

Education:

B. Arch. 2000
 Architecture,
 University of Arizona

Professional Affiliations:

American Institute of
 Architects
 National Council of
 Architecture Registration
 Board
 USGBC Orange County

Experience with the requirement and tasks:

Mr. Nguyen has almost twenty years of experience, ranging from development of complex mixed use, civic, and transportation oriented projects, to highly detailed interiors of residential, retail, health care, and office environments. He has a wealth of experience working with cities and the community directly to attain consensus for a project design.

Relevant Experience:

- City of Oceanside – Pure Water Treatment Facility
- University of California, Irvine, Health – On-Call A/E Services
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- City of Long Beach – Municipal Urban Stormwater Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- Mojave Water Agency – Need Assessment, New Headquarte Facility, and Central Operation Facility, Apple Valley, CA
- Southern California Edison – Volunatry Seismic and ADA Upgrades
- City of Oceanside – La Salina Pump Station
- Moulton Niguel Water District – Need Assessment on Administration Building, Moulton Niguel, CA
- Bellflower Somerset Mutual Water Company – Leahy Avenue Water Well Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- City of Riverside – Pyrite Canyon Water Treatment Facility
- Imperial Irrigation District – Needs Assessment on Multiple Department



Cynthia Perez Project Coordinator/Designer

Role in the Project:

Ms. Perez works closely with the Project Architect and Principal with the coordination of team members. She handles product research, color/material for furniture selection, and 3-D renderings. In addition, she is also involved in the coordinating production of construction documents, administration of the bidding process, and construction administration.

Experience:

Years of Experience: 11
Years with GPA: 11

Education:

B. Arch., 2006,
Architecture, University of
California, Berkeley

Experience with the requirement and tasks:

Ms. Perez has experiences working through all project stages process. Moreover, she worked on many types of project, such as municipal, administration office, pump station, maintenance facility, firing range, training facility and corporate yard.

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Marine Corporation Community Services – Indoor Firing Range
- Yorba Linda Water District – New Administration Facility
- Moulton Niguel Water District – Need Assessment on Administration Building
- City of San Gabriel – Maintenance Facility Yard
- City of Riverside – Pyrite Canyon Water Treatment Facility
- City of Westminster – Corporate Yard, Maintenance Facilities, Police Department, and Boy and Girl Club
- City of Fullerton – Public Facility and CNG Station
- City of Stanton – Municipal Corporate Facility Yard
- City of Barstow – Needs Assessment & Conceptual Design for City Hall Campus
- Palmdale Water District – Master Plan & CMU Wall for District Headquarters Facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- University of California, Irvine, Health – On-Call A/E Services
- University of California, Irvine, Health – Gottschalk Exterior Façade Renovation
- City of Burbank – Master Plan for Corporate Yard



Miranda Luce Key Designer

Role in the Project:

With one year of experience, Ms. Luce has experiences working on difference stages of the project from schematic design to construction drawing. She works closely with the project architect and principal on graphic presentation, 3D modeling and rendering, detail and construction drawing, and marketing documents.

Experience:

Years of Experience: 1
Years with GPA: 1

Education:

B. Arch., 2017,
Architecture, NewSchool
of Architecture + Design

Experience with the requirement and tasks:

Ms. Luce has experiences working through all project stages process. Moreover, she worked on many types of project, such as municipal, administration office, pump station, maintenance facility, firing range, training facility and corporate yard.

Relevant Experience:

- City of Redondo Beach – City Council Chambers ADA Retrofit
- City of Long Beach – Long Beach Municipal Urban Stormwater Treatment Facility
- Southern California Edison – Seismic Retrofits: Santa Ana, Redlands, Valencia, and Rialto
- Southern California Edison – Seismic/ADA Retrofits: Long Beach
- Inland Empire Utilities Agency – CCWRF Lab and Security Improvements
- LADWP – Van Nuys Building Conceptual Design
- City of Ontario – Need Assessment on Service Center
- University of California, Irvine, Health – On-Call Architectural and Engineering Consulting Services
- City of Oceanside – Pure Water Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- BSMWC – Leahy Well
- EMWD – Gate 5 Needs Assessment
- City of North Tustin – Simon Ranch Reservoir
- University of California, Irvine, Health – Gottschalk Exterior Façade Renovation
- Water Replenishment District- Field Operations and Storage Annex Needs Assessment
- City of Anaheim- Linda Vista Electrical Building

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: Dale Christian/Structural Engineer, Inc. dba DCSE Associates, Inc.		
Business Parent or Ownership:		
Address: 1744 W. Katella Ave., Suite 107, Orange, CA 92867		
Business Telephone No. (714) 997-1145	Business Fax No. (714) 997-3857	
Business Tax I.D. Number: 95-3582299	CSLB License Number:	DIR Registration Number:
Legal form of company: (partnership, corporation, joint venture) C Corporation		
Length of time your business has been in business: 39 years	Length of time at current location: 39 years	
Number of employees and Number of Current Clients Employees: 15 Clients: +/- 75		

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

Name: Winne Sullivan	Title: Principal, CFO
Telephone No.: (714) 997-1145 x 1002	E-mail: wsullivan@dalechristian.com

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

Name: Richard Suzuki	Title: Sr. Vice President
Telephone No.: (714) 997-1145	E-mail: rsuzuki@dalechristian.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".



Richard Suzuki, P.E., S.E.
Structural Engineer

Experience with the requirement and tasks:

Mr. Suzuki is experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures. He is involved with the project from the conceptual design all the way through construction by performing site visits during construction as well as the review of various structural submittals.

Experience:

Years of Experience: 22

Registration:

2006, Structural
Engineering
Certification, CA, S4971
1992, Registered
Professional Engineer, CA,
CE-49775

Education:

B Sc. 1987, Civil
Engineering, University of
California, Irvine

Relevant Experience:

- Mojave Water Agency – New Agency Headquarters Facility–LEED Gold
- Palmdale Water District – Master Plan & CMU Wall for facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement
- South Coast Water District – Operations Center Facility
- Yorba Linda Water District - New Administration Facility
- Banning Police Department – Banning, CA
- University of California Irvine – Student Housing “Puerta del Sol” and “Camino del Sol” - LEED Gold
- University of La Verne – La Verne, CA
- Jurupa Community Services District – Tenant Improvement
- City of Stanton Maintenance Facility – Stanton, CA
- Town of Yucca Valley – Facilities Master Plan
- City of San Gabriel – Maintenance Facility
- City of Moreno Valley – Facilities Corporate Yard Needs Assessment and Concept Design
- City Maintenance Facility Yard – Santee, CA
- City of Paramount – Progress Park Multipurpose Facility
- City of Paramount – Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)

Sub-Consultant's Information

APPENDIX A - OFFEROR'S INFORMATION

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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: Gannett Fleming, Inc.		
Business Parent or Ownership:		
Address: 601 S. Figueroa St., Suite 3800, Los Angeles, CA 90017		
Business Telephone No. (213) 624-0347	Business Fax No. (213) 624-1630	
Business Tax I.D. Number: 25-1613591	CSLB License Number: 783100	DIR Registration Number: 10000027547
Legal form of company: (partnership, corporation, joint venture) Corporation		
Length of time your business has been in business: 104 years	Length of time at current location: 2.5 years	
Number of employees and Number of Current Clients Number of Employees: Los Angeles- 35; Company wide: 2,377 Clients: 100+		

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

Name: Hiten Sheth, P.E.	Title: Manager, West Mechanical
Telephone No.: (213) 624-0347 ext 8722	E-mail: hsheth@gfnet.com

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

Name: Hiten Sheth, P.E.	Title: Manager, West Mechanical
Telephone No.: (213) 624-0347 ext 8722	E-mail: hsheth@gfnet.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".**



Hiten Sheth P.E., LEED® AP
Principal / Mechanical Engineer

Role in the Project:

As the Principal/Mechanical Engineer, he is committed to managing projects as MEP leader with hands on design work, in-house quality control and coordination between various trades to ensure accuracy in the delivery of every project personally for every client.

Experience:

Years of Experience: 12

Registration:

Professional Engineer, CA,
M35789
LEED Accredited
Professional

Education:

M.S. Mechanical
Engineering, University of
Bridgeport (CT), 2006
B.E. Mechanical
Engineering, Sardar Patel
University (India), 2002

Professional Affiliations:

ASHRAE Associate
Member since 2006

Experience with the requirement and tasks:

Mr. Sheth has more than 10 years of experience of engineering and design for various heating, ventilation and air conditioning systems such as variable air volume system (VAV), constant air volume (DX and Package), chilled water and heating hot water based central plants, variable refrigerant flow system (VRFs), under floor displacement ventilation systems (UFADs) and 100% outside air system for various healthcare and pharmaceutical applications. Mr. Sheth has had large exposure to design of various types of occupancies like office spaces, city halls, auditoriums, hospitals, medical office buildings, laboratories, educational and commercial restaurants.

Relevant Experience:

- City Of Simi Valley (Prime Consultant): Upgrade of existing HVAC system for city hall and DMV building (Double deck AHU upgrade with title 24 compliance and upgrade of existing air distribution system. Pneumatic to DDC controls). A federally funded project (ARRA Stimulus).
- DEA - Los Angeles - 40,000 SF TI for existing Federal Facility.
- 16th Floor Wilshire - Energy Upgrade replacing existing double deck AHUs and CAV system with energy efficient VAV system along with brand new loop air distribution system.
- IWB (Interim West Bus Terminal): Design of waiting area building (50,000 SF) adjacent to Bradley international terminal at LAX. LEED silver project.
- Fess Parker Waterfront Hotel: 5 star hotel with 200 guest rooms, ball room, spa, commercial kitchen, auditorium, indoor swimming pool, lounges and multipurpose spaces. Approximately 200,000 SF of conditioned space.
- Design of various office TIs for Haven Pointe, Rancho Cucamonga.
- Various large and mid-size TIs for American Career College in Long Beach and Anaheim campuses.
- Owner's representative for American Career College for their Texas and Florida campuses.
- USC ophthalmology TI in city of Arcadia.
- AHU replacement for USC – McKibben Hall.
- Various tenant improvement projects at USC's Health science campus, Los Angeles, CA.

Sub-Consultant's Information

APPENDIX A - OFFEROR'S INFORMATION

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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: The Converse Professional Group		
Business Parent or Ownership:		
Address: 717 S. Myrtle Ave., Monrovia, CA 91016		
Business Telephone No. (626) 930-1200	Business Fax No. (626) 930-1212	
Business Tax I.D. Number: 95-4020122	CSLB License Number:	DIR Registration Number: 1000001465
Legal form of company: (partnership, corporation, joint venture) Corporation		
Length of time your business has been in business: 72 years	Length of time at current location: 3 years	
Number of employees and Number of Current Clients 130 employees 24 major ongoing projects with 24 clients		

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

Name: Carlos V. Amante, P.E., G.E.	Title: Principal Engineer/Managing Officer
Telephone No.: (714) 444-9660	E-mail: camante@converseconsultants.com

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

Name: Carlos V. Amante, P.E., G.E.	Title: Principal Engineer/Managing Officer
Telephone No.: (714) 444-9660	E-mail: camante@converseconsultants.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".**



**Hashimi Quazi, Ph.D., P.E., G.E.,
Geotech Engineer**

Role in the Project:

In his capacity as Principal in Charge or Project Manager, Dr. Quazi provides quality control, budget oversight, and technical assistance on various types of projects, including pipelines, wastewater treatment plants, reservoirs, and other related studies. He has supervised site investigations and prepared technical reports for facilities located in areas of high liquefaction potential and difficult subsurface conditions.

Experience:

Years of Experience: 26

Registration:

Civil Engineer, California
46651

Geotechnical Engineer,
CA #2517

Education:

B.S., Bangladesh
Engineering University,
1978

M.S. Civil Engineering,
Arizona State University,
1982

Ph.D., Civil Engineering,
University of Arizona, 1987

Experience with the Requirement and tasks:

Dr. Quazi has over 26 years of experience providing geotechnical engineering services and has earned a reputation for quality work provided in an honest and ethical manner, on time and on budget. He is a member of the Executive Committee responsible for the executive functions.

Relevant Experience:

- Fox Plaza – Riverside, CA
- East Valley Water District Administration Building – Highland, CA
- Eastern Municipal Water District Administration Building Expansion – Perris, CA
- Lloyd W. Michael Water Treatment Plant – Rancho Cucamonga, CA
- Palm Springs Wastewater Treatment Plant Expansion – Palm Springs, CA
- Westside Water Reclamation Plant, Phase 3 Expansion – Victorville, CA
- John W. North Water Treatment Plant – Grand Terrace, CA
- Victor Valley Wastewater Reclamation Facility Expansion – Victorville, CA
- Temecula Valley Regional Wastewater Plant Expansion – Temecula, CA
- Hinkley Water Treatment Plant – Redlands, CA

Sub-Consultant's Information

APPENDIX A - OFFEROR'S INFORMATION

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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: Civil Works Engineer		
Business Parent or Ownership:		
Address: 3151 Airway Avenue, Suite T-1, Costa Mesa, CA 92626		
Business Telephone No. (714) 966-9060	Business Fax No. (714) 966-9085	
Business Tax I.D. Number: 71-0979082	CSLB License Number:	DIR Registration Number: 1000053953
Legal form of company: (partnership, corporation, joint venture) S-Corporation		
Length of time your business has been in business: 14 years	Length of time at current location: 11 years	
Number of employees and Number of Current Clients Employees: 8 Clients: +/- 33		

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

Name: Marie Marston	Title: President
Telephone No.: (714) 966-9060	E-mail: mmarston@civilworksengineers.com

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

Name: Tammy Alle	Title: Senior Civil Engineer
Telephone No.: (714) 966-9060	E-mail: tallee@civilworksengineers.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".**



Tammy Allee, P.E., QSD/QSP
Civil Engineer

Experience:

Years of Experience: 16

Registration:

Professional Engineer, CA,
34277, 1982

Qualified SWPPP
Developer & Practitioner,
25572, 2015

Education:

B.S., 1979, Civil
Engineering, University of
California, Irvine

Experience with the requirement and tasks:

Tamara ("Tammy") Allee has over 16 years of professional civil engineering experience in both the public and private sector. Her background includes general infrastructure and public works improvement projects such as transportation including streets and freeways, site improvements for commercial and public facilities, hydrology and storm drains, water distribution, right-of-way engineering, utility modifications, and retaining walls. Ms. Allee is knowledgeable in coordinating design and production of all civil plans and documents, from preliminary planning through construction. She is accustomed to working with federal, state, county and city jurisdictions. Ms. Allee has extensive experience in QA/QC reviews of engineering plans, documents, reports, bids and specifications.

Role in the Project:

Her experience covers projects from inception to completion including project and program management, planning, design, and construction. She has experience in working with both the public and private sector including cities, counties, state agencies, federal agencies, school districts, universities, developers, and architects/engineers.

Relevant Experience:

- Inland Empire Utility Agency – Maintenance and Operations Center Facility
- Eastern Municipal Water District – Gate 5 Feasibility Study
- I-5 at Washington Blvd – Commerce, CA
- I-605 / Carson Street Interchange – Long Beach, CA
- Water Replenishment of Southern California, Field Operations and Storage Annex – Lakewood, CA
- I-5 Managed Lanes PS&E – Rialto, CA
- SR-210 / Pepper Avenue Interchange PS&E – Corona, CA
- I-710 Freight Corridor Segments 1-7 SWDR & WQAR – Long Beach, CA
- I-15 / Cajalco Road Interchange Reconstruction, PBS&J – Corona, CA
- SR-22 Eastbound Beach Boulevard to Orange Crush, – Costa Mesa, CA
- State Route 1 and Huntington Street in Huntington Beach – Huntington Beach, CA
- John Wayne Airport Fuel Tank Storage Facility in Orange County – Tustin, CA

Sub-Consultant's Information

On-Call Capital Improvement and Construction Related Professional Services

APPENDIX A - OFFEROR'S INFORMATION

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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: Integrated Media Systems		
Business Parent or Ownership: Cashell Corporation		
Address: 200 McCormick Ave., Costa Mesa, CA 92626		
Business Telephone No. (714) 579-4100	Business Fax No. (714) 876-9355	
Business Tax I.D. Number: 33-0241719	CSLB License Number: 525266 (C-7)	DIR Registration Number: 1000028491
Legal form of company: (partnership, corporation, joint venture) Corporation		
Length of time your business has been in business: 32 years	Length of time at current location: 6 years	
Number of employees and Number of Current Clients Employees: 7 Clients: +/-50		

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

Name: Brad Caldwell	Title: President/CEO
Telephone No.: (714) 579-4100 x 202	E-mail: bcaldwell@imsav.com

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

Name: Linda Burke	Title: Operations Manager
Telephone No.: (714) 579-4100 x 204	E-mail: lburke@imsav.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".**



Experience:

Years of Experience: 31

Brad Caldwell, CTS

AV Consultant- President and CEO

Role in the Project:

Brad has served as a Board and Executive Committee member, Secretary-Treasurer, President and Chairman of the International Communications Industries Association (ICIA) and is past Chairman of INFOCOMM IQ, an industry for-profit company providing product info to the industry and public. Brad also sits on various industry advisory councils. His long standing position as a leader in the industry provides great benefit to IMS' client base through a wide network of direct access to the highest levels of management and development personnel in the manufacturing, engineering and distribution channels. For this project, Brad will also serve as the Project Manager.

Experience with the Requirement and tasks:

Brad is one of the founders of the company and has served as President/CEO of Cashel Corporation dba Integrated Media Systems (IMS) since its inception. He has been involved in nearly all phases of electronic communications technology, specializing in the development, engineering and implementation of specialized communications systems and their supporting environments. Brad has been active in the application of electronic systems integration in a wide range of industries for over 30 years. His cross industry experience, strong technical background and vision has been instrumental in the creation, development and deployment of many innovative standardized corporate systems and medical applications in integrated surgical control, telemedicine, and distributed communications.

Business and Technical Expertise:

- Senior management (President/CE)and Board of Director Positions)
- Strategic business development and planning
- Product development
- Extensive experience in technical application of communication technologies to business processes
- Extensive experience in Defense Industry, High Tech, Financial Services and Consumer Products
- Extensive experience in architectural, acoustical and logistical application of audiovisual integration
- Extensive experience and involvement in educational development for the AV industry
- Extensive experience in the creation and standardization of industry practices
- Personnel management and staff development
- Finance, administrative and technical staff management
- Extensive experience project managing audiovisual and broadcast video system installations
- Extensive experience designing audiovisual and broadcast video systems
- Production and recording of public meetings

Sub-Consultant's Information

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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: Healthy Buildings International, Inc.		
Business Parent or Ownership:		
Address: 25381 Commercentre Drive, Suite 150		
Business Telephone No. (949) 450-1111	Business Fax No.	
Business Tax I.D. Number: FEIN 22-2373422	CSLB License Number:	DIR Registration Number:
Legal form of company: (partnership, corporation, joint venture) B-Corporation		
Length of time your business has been in business: 37 years	Length of time at current location: 10 years	
Number of employees and Number of Current Clients Employees: 98 Clients: 500+		

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

Name: Brad Miller	Title: Senior Account Executive
Telephone No.: (949) 330-0239	E-mail: bmiller@healthybuildings.com

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

Name: David Dimond	Title: Senior Project Manager
Telephone No.: (949) 450-1111	E-mail: ddimond@healthybuildings.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".**



Brad Miller, LEED® AP, GHG-IQ, CDT
LEED Consultant

Experience with the requirement and tasks:

Mr. Brad Miller, LEED AP, CDT, GHG-IQ is the Founder and Principal of Healthy Buildings (Formerly Environmental Concepts Company). Brad has over 20 years of experience in the environmental consulting, contracting and manufacturing industry. One reason Brad founded Healthy Buildings was due to a void of consultants in the sustainability industry possessing a background of Environmental Engineering and Earth Sciences.

Experience:

Years of Experience: 20

Certification:

Construction
Specifications Institute
(CSI) Construction
Documents Technologist
(CDT)
CSA America's
Greenhouse Gas (GHG)
Inventory Quantifier
(GHG-IQ) certification.
California and
Metropolitan Water District
Small Business Certified.
Federal CCR Trading
Partner Certified
LEED Accredited
Professional

Education:

B.S., 1984, Geosciences,
University of Arizona,
Tucson, Arizona
MAsc., 1988,
Environmental
Engineering, University
of British Columbia,
Vancouver, B.C.

Professional Affiliations:

Member, USGBC Orange
County
Member, USGBC Los
Angeles County
Member, USGBC San
Diego County
Construction
Specifications Institute
Green Roofs for Healthy
Cities Green Roof 101,
201, and 301 Trainer
Build It Green™

Relevant Experience:

- Mojave Water Agency, New Agency Headquarters Facility, Town of Apple Valley, CA (LEED Gold)
- Newport Beach Civic Center and Park, Newport, CA (LEED Gold)
- Costa Mesa Sanitary District Corporate Yard, Costa Mesa, CA (LEED Platinum)
- UCI Medical Center – On-Call LEED Sub-consultant, A/E Services, Orange, CA
- Barstow Community Center, Barstow, CA
- Bernardo Terrace Corporate Center, Rancho Bernardo, CA
- City Parkway West Offices, Orange, CA
- Claremont MOB, Claremont, CA
- Hanover Strata Luxury Apartments, San Diego, CA
- Cricket Wireless Corporate Headquarters, San Diego, CA
- Lawndale Community Center, Lawndale, CA
- Pinon Hills Community Church, Farmington, NM
- Saddleback Church Student Zone, Lake Forest, CA
- Waxie Sanitary Livermore Warehouse EBOM, Livermore, CA
- Waxie Sanitary Supply Distribution Centers, Utah and Arizona

Sub-Consultant's Information

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: Triad Consulting & System Design Group		
Business Parent or Ownership:		
Address: 2925 Mira Vista Way, Corona, CA 92881		
Business Telephone No. (949) 943-9422	Business Fax No. (951) 549-0442	
Business Tax I.D. Number: 20-2793575	CSLB License Number: N/A	DIR Registration Number: N/A
Legal form of company: (partnership, corporation, joint venture) LLC		
Length of time your business has been in business: 14 years	Length of time at current location: 14 years	
Number of employees and Number of Current Clients Employees: 10 Clients: +/-25		

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

Name: Gregory Brandon	Title: Principal
Telephone No.: (949) 943-9422	E-mail: gbrandon@triadsdg.com

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

Name: David Skusek	Title: Sr. System Engineer/Project Manager
Telephone No.: (949) 943-9422	E-mail: dskusek@triadsdg.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".**



Experience:

Years of Experience: 30

Dave Skusek Security Consultant

Role in the Project:

Over the years I have worked on many large projects that covered diverse geographic regions. Projects include Ontario airport, which included a complete re-design of their dispatch center and implementation of one of the first PSIMS environments; City of Los Angeles which included designing their command center and monitoring building throughout the city including San Pedro and Van Nuys, New York City DOT to design security for 4 bridges covering a total of seven miles between sites and integrating to the NYPD primary monitoring center, Delaware River Port Authority including a freight terminal, ferry terminal, 4 bridges, and 17 commuter rail stations, and Santa Clara Water Districts with sites covering around 100 miles in distance between the farthest sites. The project included sites with no direct connection and used a CDMA network technology in conjunction with the client's wireless service provider to provide real-time monitoring.

Experience with the Requirement and tasks:

I have over 30 years of experience working on low voltage systems including building automation, security, communication, and parking/revenue control systems. My area of study was communications engineering and broadcast engineering receiving my 1st FCC license in 1979. My primary focus is on technology and system integration with emphasis on how the systems support operations and policies and procedures. It is important to understand that the technology systems are there to support the operations at a facility. I also work closely with manufacturers to stay current on their technology and understand integration protocols. While the industry likes to promote open architecture the reality is when trying to integrate systems it is not always as advertised. You have to work closely with manufacturer's product development and engineering teams to ensure the integrations will meet the project requirements.

System Experience/Knowledge:

- Alarm and Access Control Systems – all major manufacturers including some that are now out of business
- Video Systems – all major manufacturers including analog and digital
- Cameras – all major manufacturers with emphasis on Bosch and Pelco
- Wireless Communications – have designed systems using Cisco, Fluidmesh and others including non-IP based communications
- Security Management Platform – Have experience with many of the PSIMS [products. Evaluated PSIMS and Situational Assessment products for MBTA project over 5 years ago. Have been writing specifications for system integration, Command/Control/Communications (C3), and PSIM applications for 14 years.
- Audio Visual Sharing – no direct experience on product mentioned but have over 20 years of A/V experience and have used various A/V components in command center and video wall designs in the past 15 years
- Emergency Radio Broadcast – Design Emergency Notification System for Port of LA
- Security Portal (Sharing tool) – have a lot of experience with Genetec and hope to get Genetec certification in the 1st quarter of 2013
- Dispatch Software – Currently working on a dispatch center upgrade for UCI which includes integrating dispatch software with other security systems
- Fiber networks – over 20 years experience with fiber systems includes fiber cable, connectors, patch panels, and active electronics – (Corning, Berk-Tek, Cisco, Comnet, etc.)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

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.

Name (as shown on your income tax return)

Gillis + Panichapan Architects, Incorporated

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶ _____

Exemptions (see instructions):

Exempt payee code (if any) **5**

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

2900 Bristol Street, Suite G-205

City, state, and ZIP code

Costa Mesa, CA 92626

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - _____

Employer identification number

3 3 - 0 9 5 1 6 1 1

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 ▶

Date ▶ 03/26/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

APPENDIX G - CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of

Gillis and Panichapan Architects, 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: 04/01/2019

Longkavach (Jack) Panichapan

Name of Offeror

By: 

Authorized Officer

Certification of Non-Discrimination

On-Call Capital Improvement and Construction Related Professional Services


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 Gillis and Panichapan Architects, Inc.
(Type or print complete legal name of firm)

BY 
(Signature)

Name Longkavach (Jack) Panichapan
(Type or print)

Title President/CEO

Address 2900 Bristol Street, Suite G-205

City Costa Mesa State CA Zip 92626

APPENDIX I – NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

(Name) Longkavach (Jack) Panichapan, being first duly sworn, disposes and says that he or she is

(Title) President/CEO of

(Company) Gillis and Panichapan Architects, 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

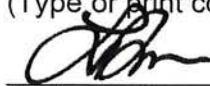
this 1st day of April, 2019.

OFFEROR

Gillis and Panichapan Architects, Inc.

(Type or print complete legal name of firm)

BY



(Signature)

Name

Longkavach (Jack) Panichapan

(Type or print)

Title

President/CEO

Address

2900 Bristol Street, Suite G-205

City

Costa Mesa

State CA

Zip 92626



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 28, 2020

Agenda Item No. 2F
Consent Calendar

**Blanket Order Contract Renewal
CentralSquare CAD2CAD System Software Licensing**

Contact(s) for Further Information

Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714.573.6801
Joel Brodowski, IT Manager	joelbrodowski@ocfa.org	714.573.6421

Summary

This agenda item is submitted for approval to renew the previously approved blanket order contract with CentralSquare (formerly FATPOT) for the Orange County Regional CAD2CAD system software licensing.

Prior Board/Committee Action

On April 26, 2018, the Executive Committee approved an extension of the contract with FATPOT for a two-year period for an annual amount not to exceed \$102,820 (\$205,640 during the two-year term).

Impact to Cities/County

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to extend the current blanket order with CentralSquare using the special procurement provision in the Purchasing Ordinance for three years at an annual amount of \$77,204 for the aggregate not to exceed amount of \$231,612.

Fiscal Impact

Funding for these contracts has been approved in the Adopted FY 2019/20 General Fund budget, specifically in the Information Technology Section's budget for services and supplies.

Background

Initial Contract Award

OCFA is the administrator of the CentralSquare (formerly FATPOT) Orange County Regional CAD2CAD (C2C) system that replaced the legacy Regional Automatic Vehicle Location (AVL) and C2C systems. FATPOT was selected to install the original systems in 2007 as the result of a competitive Request for Proposal process. The AVL and C2C systems capture, integrate, and distribute GPS location coordinates, unit capabilities, and status of all emergency apparatus to participating fire agency CAD systems including the OCFA, Metronet, Laguna Beach, and Costa Mesa.

Contract Renewal

On November 16, 2017, the Executive Committee approved a project to upgrade the previous AVL and C2C system with the Next Generation C2C (NG-C2C) system. The upgrade to the NG-C2C is nearing completion and went live in January 2020. Currently, the original C2C and NG-C2C systems are operating in parallel until all of the regional partners are fully transitioned to the NG-C2C. The current agreement expires May 31, 2020.

The annual software license, maintenance and support fees for the NG-C2C system at \$77,204 is significantly lower than the previous AVL and C2C system resulting in annual savings of \$25,616, partly because the AVL component is no longer needed due to partner agency CAD system upgrades that provide AVL data.

Recommendation

Staff recommends approval to authorize the Purchasing Manager to renew the blanket order contract with CentralSquare for a three year term to continue current NG-C2C operations for the annual amount of \$77,204 for the not to exceed amount of \$231,612. Because CentralSquare is the sole distributor of the software used for the NG-C2C system, this requires utilization of the special procurement provision of the OCFA Purchasing Ordinance.

Attachment(s)

1. Original FATPOT Professional Services Agreement (On file in the Office of the Clerk)
2. CentralSquare Renewal Price Quote
3. Special Procurement Justification Form

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 27th day of September, 2007, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and FATPOT Technologies, Inc., an S Corporation, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a firm for Automatic Vehicle Interoperability, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated August 29, 2007, 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 "Proposal" attached hereto as Exhibit "A." Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

1.6 Additional Services.

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

1.7 Modification of Services

The Project requires cooperation and participation by multiple agencies and agency vendors. In the event that an agency or agency vendor chooses to not participate or cooperate with the project, the scope of services may be modified by the Contract Officer. Modifications and adjustment to scope and cost will be negotiated and agreed to in writing by the OCFA Contract Officer and Firm.

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in the "cost detail form" and appendices of Firm's proposal "Exhibit A" in an amount not to exceed six hundred and one thousand, three hundred ninety two dollars (\$601,392)

3.2 Method of Payment.

Payment shall be in accordance with the payment schedule set forth in the addendum to appendix D ("Cost Detail Form").

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 Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding one year from the date hereof, unless extended by mutual written agreement of the parties.

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: Erik B. Cooley, Chief Operating Officer.

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 Kathy Ballantyne, IT Portfolio and Procurement Manager, 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.

The experience, knowledge, capability and reputation of Firm, its principals and employees, 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, except those entities identified in Exhibit A. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

5.4 Independent Contractor.

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

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named

insured shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least one million dollars. (1,000,000) combined single limit coverage per occurrence and professional liability coverage with limits of at least one million dollars (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Faithful Performance Bond

Firm shall provide a faithful performance bond covering the full contract amount.

6.3 Indemnification.

The Firm shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees and agents, arising out of or related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

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

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement, excluding source code, source code documentation, or other FATPOT materials which constitute FATPOT trade secrets or FATPOT proprietary information, 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.

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: Kathy Ballantyne
Information Technology Section
1 Fire Authority Road
Irvine, CA 92602

To Firm:

FATPOT
Attention: Erik Cooley
655 East Medical Drive, Suite 100
Bountiful, Utah 84010

10.2 Integrated Agreement.

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

10.3 Amendment.

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

10.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority.

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

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: 9/27/07

By: 

Chairman, Board of Director

APPROVED AS TO FORM.

ATTEST:

By: 
TERRY C. ANDRUS
GENERAL COUNSEL


Jill Ingram
Clerk of the Board

Date: 9-26-07

"FIRM"

FATPOT Technologies

Date: 9-19-2007


By: 
Erik B. Cooley
Chief Operating Officer

Exhibit A

**FATPOT Technologies, Inc.
Proposal Dated August 29, 2007**

Addendum to Appendix D – Cost Detail Form

Cost

Pricing will be as proposed by FATPOT in the Cost Detail Form, Appendix D to the proposal, including "Additional Required Services", but excluding options:

OCFA reserves the right to exercise options in the proposal through March 31, 2008, including the right to option out itemized components of the proposal should they become unnecessary or require a substitution of product or service.

Payment Schedule

65% upon approval of hardware & Software - Upon approval, an invoice will be issued and will be due and payable.

20% upon completion of all integration

15% upon web interface and project completion

Bond release upon final system acceptance

FATPOT SOFTWARE LICENSE AGREEMENT

OCFA will enter into a Software License Agreement substantially similar to the one included in the Appendices to the FATPOT Proposal prior to installation of Software.

OCFA

FATPOT

by: Kathy Ballantyne
Kathy Ballantyne
IT Portfolio & Procurement Manager

by: Erik B. Cooley
Erik B. Cooley
Chief Operating Officer



Tritech Software Systems, formerly Tellus Safety Solutions,
LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Orange County Fire Authority
Joel Brodowski
PO Box 53008
Irvine CA 92619-3008
United States

Ship To

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

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
16470	Orange County Fire Authority, CA		USD	Net 30	5/31/2020

	Description	Units	Rate	Extended
Contract No. FPAGR040				
1	Unify Annual Maintenance - Annual Maintenance Fee Tellus Hub Platform Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$70,103.80	\$70,103.80
2	Unify Annual Maintenance - Annual Maintenance Fee EMER Support Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$7,100.00	\$7,100.00

RB 277079

**Please include invoice number(s) on your remittance advice,
made payable to Tritech Software Systems**

Subtotal \$77,203.80

Tax \$0.00

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Invoice Total \$77,203.80

Check:

12709 Collection Center Drive
Chicago, IL 60693

Payments Applied \$0.00

Balance Due \$77,203.80

OCFA Special Procurement Justification Form

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

SECTION I - INSTRUCTIONS

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

SECTION II - REQUEST INFORMATION

Department/Section: Logistics Dept. / Information Technology	Requested By: Todd Muilenburg	Date: 13 May 2020
Recommended Vendor: CentralSquare Technologies	Vendor Contact: Mistiza Colebank	Vendor's E-mail Address: mestiza.colebank@central
Vendor Address: 1000 Business Center Drive, Lake Mary, FL 32746		Vendor's Telephone #: 858-799-7811
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 06/01/2020 - 05/31/2023	Contract Amount: \$231,612
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III - JUSTIFICATION

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

This request is for the software license and maintenance contract for the Orange County Regional CAD2CAD (C2C) system.

The C2C system works as an interface and hub between the four Regional Fire dispatch agencies CAD systems including OCFA Laguna Beach, Costa Mesa, and Metronet to share CAD mutual aid request, shared incidents, statuses, and AVL.

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

CentralSquare acquired FATPOT which was the OEM and the only authorized entity to program, license, or provide professional services to maintain or otherwise enhance the Regional C2C system. FATPOT was acquired after a competitive RFP process in

SECTION III – JUSTIFICATION (continued)

2007 and was approved to upgrade to the current NextGen C2C system in Nov. 2017.

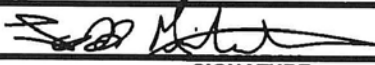
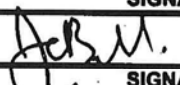
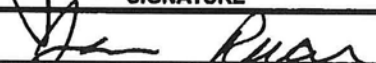
3. **Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.**

The proposed renewal reflects a reduction of \$25,616 from the previous annual support charges due to partner agency CAD upgrades that now provide AVL information to the Regional C2C system which reduces the costs.

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

Yes. It is necessary to maintain an annual maintenance and support contract with CentralSquare as long as the Regional C2C is used.

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Todd Muilenburg		13-May-2020
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		13-May-2020
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Jim Ruane		13-May-2020

Purchasing Manager's Comments:

Proprietary Software; can only be obtained through Central Square.

PURCHASING MANAGER'S APPROVAL	DATE
	5-14-2020
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	5/14/20

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

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 28, 2020

Agenda Item No. 2G
Consent Calendar

Special Procurement for Pre-Employment Fitness Examinations

Contact(s) for Further Information

Nina Collins, Assistant Chief
Human Resources Department

ninacollins@ocfa.org

714.573.6353

Duke Steppe, Acting HR Manager

dukesteppe@ocfa.org

714.573.6807

Summary

This agenda item is submitted for approval to utilize the special procurement provision under Article III (Section 1-23) in the Purchasing Ordinance for additional professional services from San Diego Sports Medicine (SDSM) for pre-employment fitness examinations.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute Amendment One to the Professional Services Agreement with San Diego Sports Medicine utilizing the special procurement provision in the Purchasing Ordinance to extend the agreement through June 30, 2021, with an increase of \$16,000 for a new total amount not to exceed \$66,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is available in the FY 2019/2020 budget, specifically in Human Resources, Recruitment.

Background

Previous Blanket Order

On December 19, 2019, blanket purchase order #B02058 was authorized in the amount of \$50,000 for SDSM to conduct firefighter pre-academy physical fitness examination for Academy 50 candidates. SDSM was selected due to their experience specializing in firefighter wellness, conditioning, and physical therapy.

In an effort to ensure operational readiness through adequate staffing levels, OCFA continues to explore ways to increase the success rate of our basic fire academies. History and experience have shown that, in order to succeed, a firefighter trainee candidate must be physically prepared. This is needed in order to increase the academy graduation rate, which has a direct impact on staffing levels and the need for overtime. Therefore, OCFA would like to again offer firefighter trainee candidates, and designated alternates, the opportunity to participate in a voluntary pre-academy physical fitness examination.

San Diego Sports Medicine possesses decades of experience working with collegiate and professional athletes and specializes in firefighter wellness, conditioning, and physical therapy. They have developed a pre-academy physical fitness examination that has proven to be a reliable predictor of successful completion of a fire academy. The exams will be conducted at their facility in San Diego and each comprehensive examination will last approximately 2-hours. The results of these examinations will be confidentially shared with the firefighter trainee candidate by San Diego Sports Medicine and they can request personal and confidential feedback from the San Diego Sports Medicine fitness examination assessor if interested. The OCFA will not receive the specific individual results for any candidates and will only receive aggregate statistical information for the entire group of participants. If the results of the voluntary physical fitness examination indicate that a firefighter trainee candidate scheduled to begin the upcoming OCFA basic fire academy may not be as physically fit as desired or recommended, the candidate is entitled to a one-time opportunity to voluntarily defer to the following academy. This deferment will provide additional time for the firefighter trainee candidate to increase their level of physical fitness, thus increasing the likelihood of successful completion of the OCFA basic fire academy.

Physical preparation has been a determining factor in the success of firefighter trainee candidates, in many cases making the difference between success and failure. The assessment that SDSM does in the pre-academy physical fitness examinations allows candidates to learn whether they are performing at the level where most succeed or if they need to work on various areas of fitness before starting the Academy.

Special Procurement Justification

A “special procurement” contract is recommended (per the Purchasing Ordinance and Roles/Responsibilities/Authorities Matrix) when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source. SDSM provided the pre-academy physical fitness examinations for OCFA Academy 50. In order to provide this essential tool for Academy 51 it is most practical that SDSM conduct the assessments. The RFP process will require additional time that does not align with established timelines for the upcoming Academy 51, which will begin in August. Staff will return to the Board with a longer-term proposal for implementation with future recruitments and academies for 2021.

Each SDSM pre-academy physical fitness examination costs \$764. OCFA anticipates offering the opportunity to up to 52 firefighter trainee candidates. As a result of the aggregate of this request coupled with the initial December 2019 blanket purchase order (#B02058) totaling more than \$50,000, this item must receive Executive Committee approval.

Recommendation

Staff is requesting approval for the Purchasing Manager to increase the agreement with San Diego Sports Medicine to an amount not to exceed \$66,000 through June 30, 2021 in an effort to ensure operational readiness by increasing success in the OCFA basic fire academy, maintaining adequate staffing, and reducing overtime due to inadequate staffing levels.

Attachment(s)

1. Amendment One to the PSA with SDSM
2. Special Procurement Justification Form

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment One") is made and entered into this ___ day of May 2020, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and San Diego Sports Medicine and Family Health Center, a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified Firm to provide pre-fire academy physical fitness exams, hereinafter referred to as "Project";

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement on the 16th day of December, 2019 ("Agreement"), which is incorporated herein by this reference;

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

WHEREAS, Firm has submitted to OCFA a rate proposal for the period of June 1, 2020 through May 31, 2021, a copy of which is attached hereto as Attachment "1" and is incorporated herein by this reference; and

WHEREAS, OCFA and Contractor desire to extend the Agreement for an additional one-year term subject to the terms and conditions set forth herein; and

WHEREAS, OCFA and Contractor desire to amend the Agreement to update the maximum contract amount from \$50,000 to \$66,000.

AGREEMENT

NOW THEREFORE, OCFA and Firm agree to amend the Agreement as follows:

1. Section 3.1 Maximum Contract Amount is hereby amended and restated in its entirety to read as follows:

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 \$66,000 (Sixty-Six Thousand Dollars) annually. The

maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2. Section 4.4 Term is hereby amended and restated in its entirety to read as follows:

This Agreement shall continue in full force and effect through May 31, 2021 unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement.

3. New Addendum to Exhibit "A" Scope of Services.

Attachment "1" to this Amendment One is hereby appended to and made a part of Exhibit "A" Scope of Services to the Agreement. The pricing set forth in the new Addendum to Exhibit "A" shall control and be effective from June 1, 2020 through May 31, 2021.

4. Except as modified above, all terms and conditions of the Agreement, as amended by this Amendment One, shall remain unchanged and in full force and effect.
5. The persons executing this Amendment One on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment One.

[SIGNATURES ON FOLLOWING PAGE]

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


"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Sara Kennedy, CPPB
Purchasing & Materials Manager

APPROVED AS TO FORM.

By:  _____
DAVID E. KENDIG
GENERAL COUNSEL

ATTEST:

Maria Huizar
Clerk of the Authority

Date: 5/20/2020

"FIRM"

**SAN DIEGO SPORTS MEDICINE &
FAMILY HEALTH CENTER**

Date: 5.13.2020

By:  _____
Richard Parker, DO
Owner & Chief of Service

ATTACHMENT “1”



ESTIMATE

6699 Alvarado Road, Suite 2100
San Diego, CA 92120
Phone (619) 229-3929 Fax (619) 229-3902
katierusk@sdsdm.com

EXPIRATION DATE 6/15/2020

TO Brian Fennessy
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602
714.573.6010

SDSM CONTACT	CONTRACT PERIOD	TERMS
Katie Rusk	6/1/2020-5/31/2021	Net 30

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
52	Pre-Employment Fitness Exams	\$ 764.00	\$ 39,728.00
Pre-employment exam to include:			
1. Maximal treadmill test w/ EKG - measurement of aerobic fitness, the ability of the cardio-respiratory system to respond to the energy demands being placed on it.			
2. Sit reach test - evaluates generalized flexibility of shoulders, trunk and posterior muscles of the legs.			
3. Functional movement exam - evaluation of fundamental movement patterns that require balance stability and efficient movement of entire body. these tests are designed to identify limitations and imbalances of the musculature of the body that may exist with basic levels of movement.			
4. Body composition - Skin fold calipers will be used to determine the skin fold thickness of seven different sites on the body. This evaluation determines body fat distribution as well as percentage of fat, fat weight and lean body mass.			
5. Vertical jump - measurement of strength and power of lower body.			
6. Pushups - measurement of muscular endurance of upper body.			
7. Prone static plank - evaluates muscular endurance of the core muscles in the trunk and pelvic region.			
TOTAL			\$ 39,728.00

Quotation prepared by: Katie Rusk

This is a quotation on the goods named, subject to the conditions noted below:
Services to be performed at SDSM facility located at 6699 Alvarado Road, Ste 2101, San Diego, CA 92120

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

OCFA Special Procurement Justification Form

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

SECTION I - INSTRUCTIONS

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

SECTION II – REQUEST INFORMATION

Department/Section: Human Resources/Recruitment	Requested By: Duke Steppe	Date: 05/28/2020
Recommended Vendor: San Diego Sports Medicine	Vendor Contact: Katie Rusk	Vendor's E-mail Address: katierusk@sdsdm.com
Vendor Address: 6699 Alvarado Road Suite 2100 San Diego, CA 92120		Vendor's Telephone #: 619-229-3909 / 619-889-1376
Type of Contract: <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 06/20/2020 through 06/19/2021	Contract Amount: \$50,000
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III – JUSTIFICATION

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

Pre-academy physical fitness examination including blood lipid profile, nutrition questionnaire, treadmill examination, strength examination including Y-balance test to help address functional movement limitations (shows lower body risk of injury which correlates to potential risk of low back injury); asymmetries and weaknesses; additional education including personal nutrition, interval training workouts, yoga, or how to properly use TRXs.

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

Basic Fire Academy 51 is set to begin August 14, 2020 and due to limited time and to ensure the current group of FFT candidates are given an opportunity to undergo a pre-academy physical fitness examination, we are asking to amend our current BO. The current BO account has a balance of \$24,000.

SECTION III – JUSTIFICATION (continued)

To complete this round of pre-academy fitness examinations, we need to increase current funding by \$16,000 not to exceed \$66,000. We will be opening an RFP process after July 1, 2020 in order to establish a contract with a qualified vendor prior to future academies.

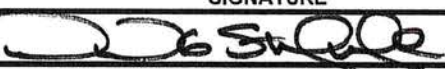
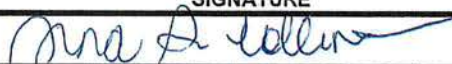
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.

Request for quote.

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

There are no obligations for future purchases

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Duke Steppe		05/14/2020
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Nina S. Collins		05/14/2020

Purchasing Manager's Comments:

Pricing remains the same. Not all recruits may elect to undergo the exam.

PURCHASING MANAGER'S APPROVAL	DATE
	5-14-2020
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	5-14-2020

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

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 28, 2020

Agenda Item No. 2H
Consent Calendar

**Blanket Order Increase and Renewals for
800MHz Radio and 900MHz Pager Communications System**

Contact(s) for Further Information

Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714.573.6801
Joel Brodowski, IT Manager	joelbrodowski@ocfa.org	714.573.6421

Summary

This agenda item is submitted for approval to renew and increase funding for previously approved sole source blanket order contracts with the Orange County Sheriff's Department (OCSd) for 800 MHz radio licensing, and communication equipment repairs utilized in the Countywide Coordinated Communications Systems (CCCS), and the 900 MHz paging system.

Prior Board/Committee Action

On June 22, 2017 the Executive Committee approved the renewal of three blanket order contracts for the 800MHz radio system, 900MHz paging system, and communication equipment repairs for up to three years.

At the June 28, 2018 Executive Committee meeting, the Committee approved the extension and increase of the blanket order contract with OCSd specific to the 800 MHz radio system to an amount not to exceed \$473,205 annually with the option for annual adjustments up to 10%.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to extend the sole source blanket order contracts with Orange County Sheriff's Department for three years and increase the respective contract amounts by up to 10% annually for years Two and Three of the renewal term.
2. Approve and authorize the Purchasing Manager to increase the blanket order contract for 800MHz radio licensing by \$76,364 for a new total amount not to exceed \$596,804.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for these contracts has been approved in the Adopted FY 2019/20 General Fund budget, specifically in the Information Technology Section's budget for services and supplies.

Background

Sole Source Justification

The OCFA has participated with other Orange County agencies in the Countywide Coordinated Communications Systems for the sharing of coordinated 800MHz radio and 900MHz paging communications systems since 2004. The systems are operated and managed by the OCSd and

the OCFA has existing agreements in place for the payment of its share of usage and maintenance. The OCSD provides most of the programming, servicing, and repair of the communication equipment used on the 800 MHz system, including mobile, portable and base station radios, and system infrastructure. Provided services also include installation, support of radio consoles, and maintenance communications equipment used in the 911 Emergency Command Center (ECC).

Pricing

OCSD annually determines the on-going maintenance cost of the 800MHz radio and 900MHz pager system backbone (consoles and equipment) by the number of devices that operates on the system as determined by the most recent radio count inventory, updated cost history salary, employee benefits, and services and supplies calculations. The annual adjustments are required due to the increase in radios used when the OCFA grows. The total number of active radios on the 800MHz network for 2020 for the OCFA is 1,887. The amounts for the respective agreements are as follows:

Table 1

Blanket Order	Current Annual Amount	Proposed Year One Amount
800 MHz Radio System Operation and Licensing	\$520,440	\$596,804
900 MHz Paging System Maintenance and Repair	\$41,472	\$41,472
Communications Equipment Maintenance and Repair	\$150,000	\$150,000

Recommendation

To continue with participation and usage of the County's CCCS including 800MHz radio and 900MHz paging systems, staff is requesting approval and authorization for the Purchasing Manager to renew and adjust OCSD blanket order contracts as specified for up to three years.

Attachment(s)

1. Sole Source Justification Form – Orange County Sheriffs Dept.

OCFA Sole Source Request Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Logistics Dept. / Information Technology	Requested By: David Johnson	Date: 13 May 2020
Recommended Vendor: Orange County Sheriff's Dept.	Vendor Contact: Erik Schull	Vendor's E-mail Address: eschull@ocsd.org
Vendor Address: Communications & Technology 840 N. Eckhoff St., Suite 104, Orange CA, 92868-1021		Vendor's Telephone #: 714-704-7937
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 07/01/2020 - 06/30/2023	Contract Amount: \$1,790,412
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III – JUSTIFICATION

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

The OCFA participates with other Orange County agencies in shared radio and pager communications systems that are maintained, operated, and managed by the Orange County Sheriff's Dept., Communications Division. The OCFA is charged per radio/pager to operate the systems.

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

The 800MHz Countywide Coordinated Communication System (CCCS) and the 900MHz pager systems are managed and operated by OCSD. The 800MHz CCCS is the only radio system utilized by all Orange County public safety agencies. It would be prohibitively expensive to design, setup, and operate a private radio network for OCFA's exclusive use. OCFA does not

SECTION III – JUSTIFICATION (continued)

have the engineering expertise to manage the 800MHz CCCS or the 900MHz paging system. If the OCFA were to use a separate radio system, OCFA would lose interoperable communication capabilities that it has now by utilizing the same radio system.

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

OCFA as a co-owner/partner with the OCSD and other agencies that use the 800MHz radio and 900MHz paging systems


Shared the operational costs are determined by the total quantity of radios and other equipment

used actively on the systems. The OCFA conducts annual surveys to determine the correct total of active radios.



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

Yes. As long as the OCFA partners with OCSD for repairs, maintenance, and use of the 800MHz CCCS and the 900MHz pager system, OCFA will be charged per unit to license devices and use them on the systems. The annual subscriber costs vary each year based on the actual numbers of radios that are active on the system and includes other support costs based on actual operational expenses incurred by OCSD to operate the systems (staff, hardware, etc.).

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
David Johnson		13 May 2020
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		13 May 2020
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Jim Ruane		13 May 2020

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	5-14-2020
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	5/14/2020

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____